1900

PROCEEDINGS

OF THE

BOARD OF TRUSTEES

OF THE

SANITARY DISTRICT OF CHICAGO

From January 1, 1900 to December 31, 1900

SECURITY BUILDING

CHICAGO :
JOHN F. HIGGINS PRINT, 80 196 AND 198 CLARK STREET
1901

MEMBERS OF

BOARD OF TRUSTEES AND OFFICERS

OF THE

SANITARY DISTRICT OF CHICAGO

For the Years 1900 and 1901

BOARD OF TRUSTEES

WILLIAM H. BAKER	210 Security Building
JOSEPH C. BRADEN	159 La Salle Street
ZINA R. CARTER	225 West Sixteenth Street
FRANK X. CLOIDT	219 Twenty-fourth Place
ALEXANDER J. JONES	805 Security Building
WILLIAM LEGNER	405 North Paulina Street
THOMAS A. SMYTH	863 Jackson Boulevard
THOMAS J. WEBB	85 Kinzie Street
FRANK WENTER	475 Ashland Boulevard

OFFICERS

ALEXANDER J. JONES	President of the Board
A. R. PORTER	Clerk of the District
FRED M. BLOUNT	Treasurer of the District
ISHAM RANDOLPH	Chief Engineer of the District
JAMES TODD	Attorney of the District
JOHN S. RUNNELLS	General Counsel of the District
EDWARD J. COEN	Marshal of the District

OFFICES OF THE SANITARY DISTRICT

SECURITY BUILDING . . FIFTH AVE. AND MADISON ST.

TELEPHONES MAIN 703. 749 AND 750

COMMITTEES FOR 1900-1901

FINANCE

ZINA R. CARTER, Chairman.

WILLIAM H. BAKER, JOSEPH C. BRADEN, FRANK X. CLOIDT,
ALEXANDER J. JONES, WILLIAM LEGNER,
THOMAS A. SMYTH, THOMAS J. WEBB, FRANK WENTER.

FEDERAL RELATIONS

FRANK WENTER, Chairman.

FRANK X. CLOIDT, WILLIAM H. BAKER, ZINA R. CARTER,
JOSEPH C. BRADEN, ALEXANDER J. JONES,
WILLIAM LEGNER, THOMAS A. SMYTH, THOMAS J. WEBB.

ENGINEERING

JOSEPH C. BRADEN, Chairman.

THOMAS A. SMYTH, FRANK WENTER, THOMAS J. WEBB,
WILLIAM LEGNER, FRANK X. CLOIDT,
ZINA R. CARTER, WILLIAM H. BAKER, ALEXANDER J. JONES.

JUDICIARY

WILLIAM LEGNER, Chairman.

THOMAS J. WEBB, WILLIAM H. BAKER, JOSEPH C. BRADEN,
ZINA R. CARTER, FRANK X. CLOIDT,
ALEXANDER J. JONES, FRANK WENTER, THOMAS A. SMYTH.

ANNEXATION

FRANK X. CLOIDT, Chairman.

JOSEPH C. BRADEN, ZINA R. CARTER, FRANK WENTER,
WILLIAM H. BAKER, WILLIAM LEGNER,
THOMAS J. WEBB, THOMAS A. SMYTH, ALEXANDER J. JONES.

LABOR

THOMAS J. WEBB, Chairman.

WILLIAM LEGNER, FRANK WENTER, THOMAS A. SMYTH,
FRANK X. CLOIDT, ZINA R. CARTER,
WILLIAM H. BAKER, JOSEPH C. BRADEN, ALEXANDER J. JONES.

HEALTH AND PUBLIC ORDER

THOMAS A. SMYTH, Chairman.

JOSEPH C. BRADEN, ZINA R. CARTER, WILLIAM H. BAKER,
FRANK X. CLOIDT, WILLIAM LEGNER,
FRANK WENTER, THOMAS J. WEBB, ALEXANDER J. JONES.

RULES

THE PRESIDENT, Chairman.

WILLIAM H. BAKER, JOSEPH C. BRADEN, ZINA R. CARTER,
FRANK X. CLOIDT, WILLIAM LEGNER,
THOMAS A. SMYTH, THOMAS J. WEBB, FRANK WENTER.

REGULAR MEETINGS

Meetings of the Board of Trustees are held on Wednesday of each week at 2 o'clock P. M.

COMPLETE LIST OF MEMBERS OF BOARD OF TRUSTEES.

JOHN J. ALTPETER	Elected December 12, 1889; served to December 2, 1895
ARNOLD P. GILMORE	Elected December 12, 1889; served to December 2, 1895
RICHARD PRENDERGAST	Elected December 12, 1889; served to December 2, 1895
WILLIAM H. RUSSELL	Elected December 12, 1889; served to December 2, 1895
CHRISTOPH HOTZ	Elected December 12, 1889; resigned January 16, 1892
JOHN A. KING	Elected December 12, 1889; resigned July 22, 1891
MURRY NELSON	Elected December 12, 1889; resigned June 19, 1891
HENRY J. WILLING	Elected December 12, 1889; resigned September 23, 1891
WILLIAM BOLDENWECK	Elected to fill vacancy, November 3, 1891; re-elected November 5, 1895; served to December 3, 1900
LYMAN E. COOLEY	Elected to fill vacancy, November 3, 1891; served to Dec. 2, 1895
BERNARD A. ECKHART	Elected to fill vacancy, November 3, 1891; re-elected November 5, 1895; served to December 3, 1900
THOMAS KELLY	Elected to fill vacancy, November 8, 1892; re-elected November 5, 1895; served to December 3, 1900
JAMES P. MALLETTE	Elected November 5, 1895; served to December 3, 1900
FRANK WENTER	Elected December 12, 1889; re-elected November 5, 1895, and November 6, 1900
JOSEPH C. BRADEN	Elected November 5, 1895; re-elected November 6, 1900
ZINA R. CARTER	Elected November 5, 1895; re-elected November 6, 1900
ALEXANDER J. JONES	Elected November 5, 1895; re-elected November 6, 1900
THOMAS A. SMYTH	Elected November 5, 1895; re-elected November 6, 1900
WILLIAM H. BAKER	Elected November 6, 1900
FRANK X. CLOIDT	Elected November 6, 1900
WILLIAM LEGNER	Elected November 6, 1900
THOMAS J. WEBB	Elected November 6, 1900

COMPLETE LIST OF OFFICERS OF DISTRICT.

PRESIDENT

MURRY NELSON	Elected February 1, 1890; served to December 2, 1890
RICHARD PRENDERGAST	Elected December 2, 1890; served to December 8, 1891
FRANK WENTER	Elected December 8, 1891; served to December 3, 1895
BERNARD A. ECKHART	Elected December 3, 1895; served to December 8, 1896
THOMAS KELLY	Elected December 8, 1896; served to December 7, 1897
WILLIAM BOLDENWECK	Elected December 7, 1897; served to December 4, 1900
ALEXANDER J. JONES	Elected December 4, 1900

CLERK

AUSTIN J. DOYLE	Elected February 1, 1890; resigned June 25, 1890
THOMAS F. JUDGE	Elected July 12, 1890; resigned January 1, 1896
JAMES REDDICK	Elected January 1, 1896; resigned December 1, 1898
JOSEPH F. HAAS	Elected December 1, 1898; resigned June 29, 1900
A. R. PORTER	Elected June 29, 1900

TREASURER

BYRON L. SMITH	Elected February 1, 1890; resigned January 15, 1892
MELVILLE E. STONE	Elected January 23, 1892; served to December 2, 1896
FRED M. BLOUNT	Elected December 2, 1896

CHIEF ENGINEER

LYMAN E. COOLEY	Elected February 1, 1890; served to December 10, 1890
WILLIAM E. WORTHEN	Elected December 17, 1890; resigned April 21, 1891
SAMUEL G. ARTINGSTALL	Elected May 9, 1891; resigned January 16, 1892
BENEZETTE WILLIAMS	Elected January 16, 1892; resigned June 7, 1893
ISHAM RANDOLPH	Elected June 7, 1893

ATTORNEY

GEORGE W. SMITH	Elected July 12, 1890; resigned April 25, 1891
ADAMS A. GOODRICH	Elected June 13, 1891; resigned February 23, 1892
ORRIN N. CARTER	Elected February 24, 1892; resigned August 15, 1894
GEORGE E. DAWSON	Elected August 15, 1894; resigned January 1, 1896
CHARLES S. DENEEN	Elected January 1, 1896; resigned April 1, 1896
WILLARD M. McEWEN	Elected April 1, 1896; resigned February 3, 1897
FREDERICK W. C. HAYES	Elected February 3, 1897; died November 1, 1898
CHARLES C. GILBERT	Elected November 30, 1898; resigned December 3, 1900
JAMES TODD	Elected December 4, 1900

SANITARY DISTRICT OF CHICAGO.

PROCEEDINGS OF THE BOARD OF TRUSTEES.

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West Fork of South Branch—(See *Chicago River*)

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"Weston, I. M.," Steamer—(See *Steamer "I. M. Weston"*)

Weston, Uri W.—(See *Frank M. Montgomery & Company*)

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Willow Springs Highway—
Report of Committee on Finance releasing surety on bond of C. L. Strobel on contract for bridge superstructure for, February 7, 1900 6279

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PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 3, 1900.

OFFICIAL RECORD.
Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and sixty-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, January 3, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held December 20, the adjourned session of the same held December 21, and of the regular meeting held December 27, 1899, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

*VOUCHERS.

The Clerk presented the following vouchers:

LAW DEPARTMENT.

Pay Roll (Joliet, December, 1899)	$ 458 34	
J. S. Runnells (services, General Counsel, December, 1899)	416 66	
		$ 875 00

GENERAL ACCOUNT.

Arthur R. Reynolds (streams examination)	$ 266 81	
Joseph F. Haas, Clerk (expense)	932 17	
		$ 1,198 98
Total		$ 2,073 98

*To be paid by warrants, with interest coupons attached, drawn against the tax levy for 1899.

Mr. Carter, seconded by Mr. Wenter,

moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result, the President declared the motion carried.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented a report showing the number of persons in the employ of the District for the month ending December 31, 1899, which was read and, by unanimous consent, was ordered printed and placed on file.

"CHICAGO, January 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the month ending December 31, 1900, as the same have been reported to me:

Engineering department	99
Maintenance account	8
Clerical department	5
Law department	8
Treasury department	1
Police department	28
General	5
Total employes	154

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

ADDITIONAL EMERGENCY FUND FOR ENGINEERING DEPARTMENT.

The Clerk presented, and read, a report from the Chief Engineer asking that a temporary emergency fund of $1,500 be placed at his disposal, to be returned to the treasury as soon as his ordinary emergency fund, now exhausted, can be restored by vouchers.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be received, printed, and the request contained therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The calls upon my emergency fund in the last month have been so frequent and so heavy that it is now exhausted, and it will be some days before my account can be checked up for vouchering. I therefore ask that you place at my disposal temporarily $1,500.00, to be turned back into the treasury as soon as my ordinary emergency fund can be restored by vouchers.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

ORDER IN REFERENCE TO PAYMENT OF EXPENSES OF SPECIAL COMMISSIONERS CHICAGO DRAINAGE CHANNEL.

Under the head of new business, Mr. Carter presented, and the Clerk read, an order that the Clerk be directed to draw a warrant on the Treasurer of the District in the sum of $2,911.74 in favor of the Clerk, said amount to be treated as a special emergency fund to be used in the payment of pay-roll and bills incurred for the month of December, 1899, by the Commissioners appointed by the Governor of the State of Illinois, under Section 27 of the Sanitary District Act; and that the Clerk shall pay said Commissioners the amount shown to be due according to the schedule accompanying said order, duly certified by said Commissioners.

Mr. Carter, seconded by Mr. Smyth, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE ORDER:

"*Ordered*, That the Clerk be, and he is hereby, directed to draw a warrant on the Treasurer of the District in the sum of two thousand nine hundred and eleven and seventy-four one-hundredths ($2,911.74) dollars in favor of himself, said amount to be treated as a special

emergency fund to be used in payment of pay-roll and bills incurred for the month of December, A. D. 1899, by the Commissioners appointed by the Governor of the State of Illinois, under and by virtue of Section 27 of an act entitled 'An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers, and the dams at Henry and Copperas Creek,' approved May 29, 1889, in force July 1, 1889.

Ordered further, That the Clerk shall pay to said Commissioners the amount shown to be due according to a schedule of pay-roll and bills incurred as aforesaid, duly certified by said Commissioners."

The following is

THE SCHEDULE:

"ITEMS OF EXPENSE, PAY ROLL OF ENGINEERING DEPARTMENT AND SALARIES OF SPECIAL COMMISSIONERS FOR THE MONTH OF DECEMBER, 1899.

Engineering Department.

E. Zarbell, Assistant Engineer, December salary	$100 00
E. Zarbell, additional expenses for December	11 61
Desmond Fitzgerald, additional expenses for December	6 50
Henry Gebhardt, crating furniture.	8 40

Office Department.

Typewriter rent to January 23, 1900	$ 7 00
Chicago Towel Company, December rent	1 50
Security Deposit Company, rent and light to January 10, 1900	46 50
Samuel L. Hanks, ice	2 50
Chicago Telephone Company, rent to April 1, 1900	43 75
Chicago Telephone Company, October account	2 50
Chicago Telephone Company, November account	4 30
Miss Selby, stenographer and clerk, December salary	100 00
	$ 334 56

Commissioners' Salaries.

Al. F. Schoch, per diem and expenses for December	$ 342 71
John Lambert, per diem and expenses for December	281 69
Isaac Taylor, per diem and expenses for December	$ 352 78
C. W. Brown, attorney, legal services to date	1,000 00
Henry Maye, attorney, legal services to date	600 00
Total	$ 2,911 74

These accounts have been duly authorized and approved by the Board.

(Signed) ISAAC TAYLOR,
President.
AL. F. SCHOCH,
Secretary."

COMMUNICATION FROM MODESTO LENZI IN REFERENCE TO LEASE OF LAND ON SECTIONS B AND C.

The Clerk presented, and read, a communication from Modesto Lenzi, being a proposition for the lease of eighty acres of land on Sections B and C, which, by unanimous consent, was ordered referred to the Committee on Engineering without printing, on motion of Mr. Jones, seconded by Mr. Braden.

PRESENTATION OF BIDS FOR SUPERSTRUCTURE FOR BRIDGE OVER BEAR TRAP DAM AT LOCKPORT AND AWARD OF CONTRACT THEREFOR.

The President then announced that in conformity with the advertisement inviting proposals for "supplying and erecting the superstructure for the bridge over the Bear Trap Dam at Lockport, Illinois," duly published, giving sixty days notice as required by the Sanitary District Act, the Board would now proceed to open bids received in response to said advertisement.

The Clerk then proceeded to open the bids as shown hereafter.

At the conclusion of the reading of the bids, Mr. Jones, seconded by Mr. Wenter, moved that the President and Clerk of the Board be authorized, under the direction of the Committee on Engineering to execute the contract for said structure with the Lafayette Bridge Company, the lowest bidder, on the approval of a bond satisfactory to the Committee on Finance.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE SCHEDULE OF BIDS FOR SUPPLYING AND ERECTING SUPERSTRUCTURE FOR BRIDGE OVER BEAR TRAP DAM AT LOCKPORT, ILL.

Opened January 3, 1900.

No. of Bid as Received	Name and Address of Bidder.	Amount Deposited with Bid.
1	The Lafayette Bridge Company, Lafayette, Ind	$ 500 00
2	The King Bridge Company, Cleveland, O	500 00
3	The Mt. Vernon Bridge Company, Mt. Vernon, O	500 00
4	The Toledo Bridge Company, Toledo, O	500 00
5	Chicago Bridge and Iron Company, Chicago, Ill	500 00
6	The Massillon Bridge Company, Massillon, O	500 00
7	The J. G. Wagner Company, Milwaukee, Wis	500 00
8	C. L. Strobel, Chicago, Ill	500 00
9	Albert H. Wolfe, Chicago, Ill	500 00
10	The Joliet Bridge and Iron Company, Joliet, Ill	500 00
11	Wisconsin Bridge and Iron Company, Milwaukee, Wis	500 00
12	The Pennsylvania Steel Company, Steelton, Pa	500 00

The following are

THE BIDS IN DETAIL FOR SUPPLYING AND ERECTING SUPERSTRUCTURE FOR BRIDGE OVER BEAR TRAP DAM AT LOCKPORT, ILLINOIS.

In Order of Magnitude—Lowest Bid First—Opened January 3, 1900.

No. of Bid as Received	No. of Bid in order of Magnitude	Name and Address of Bidder	Superstructure Lump Sum.	Extra Iron or Medium or Soft Steel Cts. per Lb.	Extra Lumber, per 1,000 ft. B. M.
1	1	The Lafayette Bridge Co., Lafayette, Ind	$ 5,075 00	4¼	$ 27 00
7	2	The J. G. Wagner Co., Milwaukee, Wis	5,951 00	5	30 00
6	3	The Massillon Bridge Co., Massillon, O	5,995 00	5½	35 00
10	4	The Joliet Bridge and Iron Co., Joliet, Ill	6,140 00	4½	35 00
2	5	The King Bridge Co., Cleveland, O	6,200 00	6	35 00
3	6	The Mt. Vernon Bridge Co., Mt. Vernon, O	6,224 00	4½	40 00
11	7	Wisconsin Bridge and Iron Co., Milwaukee, Wis.	6,268 00	5	35 00
4	8	The Toledo Bridge Co., Toledo, O	6,950 00	6	39 00
8	9	C. L. Strobel, Chicago, Ill.	7,422 00	5¾	37 00
5	10	Chicago Bridge and Iron Co., Chicago, Ill	7,500 00	5.69	37 50
12	11	The Pennsylvania Steel Co., Steelton, Pa	8,150 00	.....	.....
9	12	Albert H. Wolfe, Chicago, Ill	9,394 00	6½	40 00

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Eckhart, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 10, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventieth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, January 10, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting, held January 3, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Braden.

*VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (By-pass, Chicago River)	$ 7,823 75
Lydon & Drews Company (By-pass, Chicago River)	5,739 03
Lydon & Drews Company (dredging Chicago River)	9,060 62
Lydon & Drews Company (improvement Lake Front Park)	8,720 00
Griffiths & McDermott (By-pass, Chicago River)	4,351 48
Griffiths & McDermott (By-pass, Chicago River)	2,120 46

Chicago Bridge and Iron Company (Taylor Street bridge)	$ 588 09
McArthur Bros. Company (Sec. O, Sluice Inlet)	2,269 73
McArthur Bros. Company (Sec. O, extra)	1,107 68
McArthur Bros. Company (Sec. O, Pan Handle Bridge)	232 33
McArthur Bros. Company (Sec. O—C. M. & N. bank)	220 92
McArthur Bros. Company (Sec. K, Belt Railway Temporary Bridge)	202 99
The Toledo Bridge Company (Sec. K, Belt Railway Bridge)	5,448 31
Geo. M. Huss (Sec. K, Belt Railway Bridge)	1,057 93
Geo. M. Huss (Sec. O, Pan Handle Bridge)	1,471 62
Continental Bolt and Iron Works (Sec. O, Pan Handle Bridge)	269 58
Continental Bolt and Iron Works (Sec. O, Sluice Inlet)	21 60
Continental Bolt and Iron Works (Sec. K, Belt Railway Bridge)	215 77
Henry Stuckart (Sec. O, Pan Handle Bridge)	60 35
Edward Hines Lumber Company (Sec. O, Pan Handle Bridge)	37 40
Rittenhouse & Embree Company (Sec. O, Sluice Inlet)	242 21
The Marsh & Bingham Company (Sec. K, Belt Railway Bridge)	759 10
The Kelly-Atkinson Construction Company (Sec. M, pumps)	36 85
McDonnell Odometer Company (Sec. M, pumps)	30 54
The McFell Electric Company (C. & A. freight house)	94 00
"Otto" Gas Engine Works (C. & A. freight house)	18 30
W. J. Boland (C. & A. freight house)	32 00
Eaton & Prince Company (C. & A. freight house)	57 20
Wm. Meade (C. & A. freight house)	43 00
The A., T. & S. F. Ry. Co. (Sec. 8, bridge)	5,572 98
S. L. Derby Lumber Company (Sec. 8, lumber)	16 00
Hercules Powder Company (Sec. 12, concreting clay pockets)	27 02
Heggie Bros. (Sec. 12, concreting clay pockets)	32 50
Barrett Hardware Company (Sec. 12, concreting clay pockets)	112 00
Alfred Wenberg (Sec. 12, concreting clay pockets)	12 13
Wm. O'Connell (Sec. 15, Bear Trap Dam)	34 87
Standard Oil Company (Sec. 15, Bear Trap Dam)	64 13
J. J. Reynolds (Sec. 17, crib work)	188 41
Strong, Bush & Handwerk (Sec. 17, Tow-path Bridge)	35 01
Humphrey & Sons (Sec. 18, Dam No. 1)	101 90
C., R. I. & P. Ry. Co. (Sec. 18, bridge)	137 84
Barrett Hardware Company (Sec. 18, Dam No. 1)	192 29
Strong, Bush & Handwerk (Sec. 18, Cass Street Bridge)	53 00
Thomas Phee (Sec. 18, Jefferson Street Bridge)	174 71
Thomas Phee (Sec. 18, Dam No. 1)	462 79
James B. Clow & Sons (Sec. 18, Cass Street Bridge)	285 40
Wm. Keough (Sec. 18, crib work)	500 00
Barrett Hardware Company (Jefferson Street Bridge, damages)	1 33
A. W. Flexer (Jefferson Street Bridge, damages)	3 05
H. H. Baldwin, M. D. (Jefferson Street Bridge, damages)	5 00
J. L. Strickland (Jefferson Street Bridge. damages)	5 00
Alexander Doras (Jefferson Street Bridge, damages)	11 00
John F. Braun (Jefferson Street Bridge, damages)	11 75
Strong, Bush & Handwerk (Jefferson Street Bridge, damages)	13 50
Ducker's Corner (Jefferson Street Bridge, damages)	35 25
Joliet Sash and Door Company (Jefferson Street Bridge, damages)	36 52
John Schlimm (Jefferson Street Bridge, damages)	15 50
Rev. F. S. Sustersic (Jefferson Street Bridge, damages)	45 00
J. F. Bray (Jefferson Street Bridge, damages)	51 15
C. Hacker Company (Jefferson Street Bridge, damages)	59 75
Chicago Bridge and Iron Company (By-pass, Van Buren Street)	6,091 72
Chicago Bridge and Iron Company (Taylor Street Bridge)	5,034 69
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	6 870 29

Heldmaier & Neu (Sec. 17, extra)	$ 1,161 19	
Heldmaier & Neu (Sec. 17, January 1, 1900)	8,344 00	
Gahan & Byrne (Sec. 18)	18 46	
Gahan & Byrne (Sec. 18, Dam No. 1)	3,286 91	
Gahan & Byrne (Sec. 18, extra)	2,895 25	
Gahan & Byrne (Sec. 18, January 1, 1900)	9,359 88	
Gahan & Byrne (Secs. 12 and 13, concreting clay pockets)	126 88	
McArthur Bros. Company (Sec. O, Eight-track Bridge)	13,546 83	
McArthur Bros. Company (Sec. O, Eight-track Bridge)	8,400 00	
Hayes Bros. et al. (Sec. O, January 1, 1900)	2,898 40	
Hayes Bros. et al. (Sec. N. January 1, 1900)	4,227 95	
The J. G. Wagner Company (Cass Street Bridge)	1,857 19	
Thomas Moulding Company (cement)	674 19	
Thomas Moulding Company (cement)	1,686 26	
Thomas Moulding Company (cement)	611 32	
Meacham & Wright (cement)	535 60	
Barrett Hardware Company (hardware)	189 08	
Wilcox Bros. (lumber)	2,628 07	
Wilcox Bros. (lumber)	48 38	
The Canal Commissioners (crib work)	21 00	
Lee & Miller (sundries)	91 65	
Raymond Lead Company (pig lead)	51 07	
Shepard Stone Company (clay pockets)	156 75	
Humphrey & Sons (sundries)	91 18	
Thomas F. Ryan (lumber)	17 12	
John T. Kelly (Jefferson Street Bridge)	590 57	
Fred Boehme (clay pockets)	107 50	
American Bridge Works (Pan Handle Bridge)	268 17	
Heggie Bros. (Sec. M, pumps)	18 00	
Continental Bolt and Iron Words (Belt Railway Bridge)	16 50	
The Marsh & Bingham Company (Belt Railway Bridge)	92 41	
The Marsh & Bingham Company (Pan Handle Bridge)	315 07	
C. T. T. R. R. Co. (Pan Handle Bridge)	189 30	
Chicago Junction Railway Company (Pan Handle Bridge)	251 46	
The Belt Railway Company of Chicago (Sec. K Bridge)	400 21	
Isham Randolph (freight)	42 00	
Isham Randolph (freight)	312 06	
Isham Randolph (freight)	348 89	
Isham Randolph (sundries)	413 00	
Isham Randolph (Sec. O—Force Account)	395 89	
Isham Randolph (Bear Trap Dam)	206 00	
Joseph F. Haas, Clerk (Bear Trap Dam)	394 50	
Joseph F. Haas, Clerk (Belt Railway Bridge)	1,118 75	
		$147,026 21

ENGINEERING DEPARTMENT.

Henry Gebhardt (repairs)	14 03
W. H. Salisbury & Co. (mitts)	2 26
The Gunthorp-Warren Printing Company (maps)	8 50
John F. Higgins (printing)	9 50
The Ryan & Hart Company (printing)	4 00
Thayer & Jackson Stationery Company (paper)	3 00
Pearson Bros. (blue printing)	2 73
Frederick Post Company (blue printing)	14 18
Edmund Kandler & Co. (repairing instruments)	29 40
Hans Isak (gauge reading)	10 00
Wygant & Ayres (rent Corwith)	25 00
J. H. Alexander (rent Lockport)	34 00

The Chicago Towel Supply Company (toweling)	$ 35 95	
Samuel L. Hanks (ice)	42 00	
J. S. Hull (expense)	35 50	
Wm. Trinkaus (expense)	26 86	
W. T. Keating (expense)	41 01	
Isham Randolph (expense)	91 50	
Burke & James (photo supplies)	112 35	
Youghiogheny and Lehigh Coal Company (coal)	234 03	
The Canal Commissioners (inspectors)	993 00	
		$ 1,768 80

CLERICAL DEPARTMENT.

Wyckoff, Seamans & Benedict (machine)	90 00

GENERAL ACCOUNT.

Fitch Hardware and Plumbing Company (hardware)	$ 8 30	
H. Lewis & Co. (oil)	5 90	
Security Deposit Company (rent offices, January, 1900)	498 33	
Dunham Towing and Wrecking Company (repairs)	158 88	
Edwin E. Howell (Paris models)	2,000 00	
		$ 2,671 41

POLICE DEPARTMENT.

Youghiogheny and Lehigh Coal Company (coal)	247 25

MAINTENANCE ACCOUNT.

Barrett Hardware Company (hardware)	$ 8 89	
Illinois Oil Station (oil)	10 80	
Dearborn Drug and Chemical Works (boiler compound)	39 82	
Patrick Conley (labor)	47 15	
Weaver Coal Company (coal)	83 57	
		$ 190 23
Grand total		$151,993 90

*To be paid by warrants, with interest coupons attached, drawn against the Tax Levy for 1900.

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones (*except as to vouchers in favor of Geo. M. Huss for $1 057 93 and $1.471,62; the Marsh and Bingham Company for $759.10, Wm Keough for $500. the Canal Commissioners for $21.00, and John T. Kelly for $590 57, on all of which he was excused from voting, and except as to voucher in favor of the Canal Commissioners for $993.00, on which he voted nay*), Kelly, Mallette (*except as to voucher in favor of Edwin E. Howell for $2,000, on which he voted nay*), Smyth (*except as to vouchers in favor of Hayes Bros et al. for $2,898.40 and $4,227 95, on which he voted nay*), and Wenter—nine (*except as above stated*) Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 595. Engineering Department (quarterly supplies)	$ 322 55
No. 1107. General Account (sundry repairs, Steamer Joliet)	6 03

By unanimous consent, Requisition No. 595 for Engineering Department, as read and shown above, was referred to the Committee on Engineering.

Mr. Mallette, seconded by Mr. Jones, moved that Requisition No. 1107, for General Account, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of December, 1899, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 2, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of December, 1899

The total expenditure of the District for the month was $1,144,585.44, of which amount the sum of $653 887.32 was paid in Regular Warrants, $473,-066.44 in 1899 Tax Levy Warrants and the sum of $17,631.68 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $15,000.00 was for 1897 Tax Warrants redeemed, $2,500 00 for 1898 Tax Warrants redeemed and $131.68 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month of December was $1,083.42, of which amount the sum of $1,068.33 was for salaries and $15.09 for general office expenses.

There are no outstanding liabilities against the Clerical Department, and the expenditure for the present month will be about $1,200.00.

The total amount expended for account of, and charged to, the General Account during the month of December was $5,662.18, divided as follows:

Rent for December, 1899	$ 498 33
Printing	526 54
Streams Examination	1,247 29
Salaries	2 914 33
Advertising	25 20
General Expenses	450 49
Total	$5,662 18

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total amount of 1896 Tax Levy Warrants issued, there is now outstanding the sum of $11,372.05; of the 1897 Tax Levy Warrants issued, all have now been redeemed; of the 1898 Tax Levy Warrants issued, there is now outstanding the sum of $8,084.80, and of the 1899 Tax Levy Warrants there is now outstanding the sum of $2,968,176.81.

The following is a tabulated statement of total expenditures for the month of December, 1899:

Account.	Regular Warrants.	1899 Tax Levy Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 470 88	$ 15,757 98	.....	$ 16 228 86
Construction	.....	441,344 44	.....	441,344 44
Clerical Department	15 09	1,068 33	.....	1,083 42
Law Department	76 42	3,646 77	.....	3,723 19
Treasury Department	.....	166 66	.....	166 66
General	311 76	5,350 42	.....	5,662 18
Police	119 14	2,643 47	.....	2,762 61
Bond	430,000 00	.....	.....	430.000 00
Interest and Premium	222,825 00	.....	.....	222,825 00
Maintenance	69 03	1,507 72	.....	1,576 75
Joseph F. Haas, Clerk	.....	1,580 65	.....	1,580 65
1897 Tax Warrants redeemed	.....	.....	$ 15 000 00	15,000 00
1898 Tax Warrants redeemed	.....	.....	2,500 00	2,500 00
Interest on Tax Warrants redeemed	.....	.....	131 68	131 68
Total	$653,887 32	$473,066 44	$ 17,631 68	$1,144,585 44

Respectfully submitted,

(Signed) JOSEPH F. HAAS, *Clerk.*"

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of December, 1899, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 616,624 69
From County Treasurer, Sanitary District Tax Account	$ 47,564 93	
From J. F. Haas, Clerk, Land Account	2,014 00	
From J. F. Haas, Clerk, Land Account	9,365 00	
From J. F. Haas, Clerk, General Account	402 79	
From Chicago National Bank, Interest Account	803 00	
Total cash received for month		$ 60,149 72
		$ 676,774 41

Disbursements.

Engineering Department	$ 244 12	
Law Department	34 45	
General Account	174 05	
Police Department	48 50	
Maintenance Account	61 63	
Tax Warrants Paid, Levy 1897	15,000 00	
Tax Warrants Paid, Levy 1898	2,500 00	
Interest on Tax Warrants, Levy 1897	68 40	
Interest on Tax Warrants, Levy 1898	63 28	
Total cash disbursed		$ 18,194 43
Balance this date, in banks as per schedule endorsed hereon		658,579 98
		$ 676,774 41

Schedule.

Chicago National Bank	$ 632,641 20
National Bank of Illinois	25,938 78
Total	$ 658,579 98

CHICAGO, January 4, 1900. (Signed) F. M. BLOUNT, *Treasurer.*

By S. P. BLOUNT, *Asst. Treasurer.*

ANNUAL REPORT FROM POLICE DEPARTMENT.

The Clerk presented a report from the Police Department for the year ending December 31, 1899, which was read, and on motion of Mr. Jones, was, by unanimous consent, referred to the Committee on Health and Public Order without printing.

ANNUAL REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the year ending December 31, 1899, which was read and by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand, December 31st, 1898		$ 491,842 95
Received from Tax Levy 1898	$ 3,093,622 97	
Received from sale of Bonds	190,000 00	

Received from Premium on Bonds sold	$ 7,239 00	
Received from Interest on monthly bank balance	3,582 19	
Received from all other sources	49,155 91	
Total Receipts		$ 3,943,600 07
Grand Total		$ 3,835,443 02

Disbursements.

Paid Tax Warrants	$ 1,893,581 26	
Paid Bonds	680,000 00	
Paid Interest on Bonds	529,856 00	
Paid Interest on Tax Warrants	61,204 75	
Paid Regular Warrants	12,221 03	
Total Disbursements		$ 3,176,863 04
Balance on hand December 31st, 1899		658,579 98
Grand Total		$ 3,835,443 02

CHICAGO, January 8th, 1900.

(Signed) F. M BLOUNT, *Treasurer*,
By S. P. BLOUNT, *Asst. Treasurer.*

APPROVAL OF BOND ON CONTRACT FOR SUPERSTRUCTURE FOR BRIDGE OVER BEAR TRAP DAM AT LOCKPORT AND RETURN OF BID CHECKS.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance in reference to the approval of the bond of the Lafayette Bridge Company on the contract for the superstructure for the bridge over the Bear Trap Dam at Lockport, the report recommending that the said bond be approved; that the President and Clerk be directed to execute the contract in accordance with previous order of the Board, and that the checks of bidders heretofore submitted be returned.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance reports that the contract for the construction of the superstructure for the bridge over the Bear Trap Dam, at Lockport, Illinois, heretofore awarded to the Lafayette Bridge Company, of Lafayette, Indiana, has been executed, and bond, as required, furnished in the sum of one thousand dollars ($1,000.00), with the National Surety Company, a New York corporation, as surety thereon.

That the Committee has examined the bond and finds that the same is in proper form and that the surety thereon is sufficient. The Committee, therefore, recommends that the bond be approved by the Board of Trustees; that the President and Clerk be directed to execute the contract in accordance with the order of the Board of Trustees of January 3rd, 1900, (page 6227 of the Proceedings); and that checks of bidders heretofore submitted be returned.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

TAX LEVY FOR 1900.

Under the head of new business, Mr. Carter presented, and the Clerk read, an ordinance levying the sum of two million dollars as taxes for the year 1900, for the corporate purposes of the District.

Mr. Carter, seconded by Mr. Kelly, moved that the ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE:

"Be it ordained by the Board of Trustees of the Sanitary District of Chicago :

SECTION 1. That the sum of two million (2,000,000) dollars be and the same is hereby levied and assessed on the real and personal property within the Sanitary District of Chicago, subject to taxation according to the valuation of said property, as the same is assessed and equalized for state and county purposes for the year 1900; the taxes levied and assessed under this ordinance being for the corporate purposes of the Sanitary District of Chicago.

SECTION 2. That the Clerk of the District is hereby directed to certify on or before the second Tuesday of August, 1900, to the County Clerk of Cook County, the amount required to be raised by tax pursuant to this ordinance, and to that end to file with the said County Clerk a copy of this ordinance.

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

INTEREST ON TAX LEVY WARRANTS FOR 1900.

Mr. Carter presented, and the Clerk read, an ordinance providing for the payment of interest upon warrants of the District drawn against the Tax Levy for 1900, and limiting issuance of said warrants to an amount not to exceed seventy-five per centum of the amount of the tax levy allowed by law.

Mr. Carter, seconded by Mr. Jones, moved that the ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE:

"Be it ordained by the Board of Trustees of the Sanitary District of Chicago :

SECTION 1. That all warrants of the Sanitary District of Chicago drawn against the Tax Levy of 1900, as made and fixed by ordinance of even date herewith, shall bear interest from the date of issue; said warrants to issue not to exceed the extent of seventy-five (75) per centum of the amount of the tax levy allowed by law.

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

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Smyth, the Board then adjourned.

Joseph E. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 17, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, January 17, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven members, were present.

President Boldenweck then called the Board to order.

RECESS.

Mr. Wenter, seconded by Mr. Mallette, moved that the Board take a recess to 4:00 P. M. of this day.

The motion prevailed unanimously and it was so ordered.

On roll-call, on reconvening at 4:00 P. M., Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven members, were present; Mr. Smyth arriving subsequently.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held January 10, 1900, were approved as printed on motion of Mr. Kelly, seconded by Mr. Smyth.

MESSAGE IN REFERENCE TO PERMIT FOR OPENING OF MAIN CHANNEL.

President Boldenweck presented, and the Clerk read, a message transmitting the permit from the Governor of Illinois for the opening of the Main Channel, which, with accompanying permit, by unanimous consent, was ordered printed and placed on file.

The following is

THE MESSAGE:

"January 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I have the honor to transmit herewith form of communication from His Excellency, the Governor of the State of Illinois, to the Board of Trustees of the Sanitary District authorizing the opening of the Drainage Channel and the turning of the waters down the Desplaines and Illinois Rivers.

I recommend that the permit of Governor Tanner be made a part of the permanent records of this Board, since it carried with it the requisite legal authority provided by law for the opening of the Drainage Channel by the Sanitary District of Chicago.

Respectfully submitted,

(Signed.) WM. BOLDENWECK,
President."

The following is the

THE PERMIT:

"January 17th, 1900.

To the Board of Sanitary Trustees, Chicago, Ill.:

(Confirming telegram of this date.)

GENTLEMEN—The Board of Commissioners heretofore appointed by the undersigned to make an examination and survey of the Chicago River and of the Chicago Drainage Channel, to determine whether the said Channel has been completed in accordance with the requirements of Section 23 of the act entitled, "An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889, having certified to me that said Channel has been and is now completed in accordance with the law creating said Sanitary District.

Now, therefore, I, John R. Tanner, Governor of the State of Illinois, do hereby authorize and direct you, the said Board of Sanitary Trustees, to open and let into the said Channel the waters of Lake Michigan and of the Chicago River, and the sewerage of said Sanitary District, and to use and employ said Channel for all the uses and purposes for which said Channel was constructed.

In witness whereof, I have hereunto set my hand and seal this seventeenth day of January, A. D. Nineteen Hundred.

(Signed.) JOHN R. TANNER,
Governor."

ORDINANCE FOR $1,000,000 OF CURRENCY BONDS—NINTH ISSUE—AND REPEAL OF FORMER ORDINANCE.

Mr. Carter, Chairman of the Committee on Finance, presented, and the Clerk read, an ordinance providing for the issue of $1,000,000 of 4 per cent currency bonds, being the ninth issue, and for the repeal of the bond ordinance passed by the Board of Trustees at the meeting held December 20, 1899 (page 6192 of the Proceedings).

Mr. Carter, seconded by Mr. Wenter, moved that the said ordinance for the issue of 4 per cent currency bonds be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago:*

SECTION 1. That there be borrowed the sum of one million (1,000,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest-bearing coupon bonds be issued therefor to the amount of one million (1,000,000) dollars by said Sanitary District of Chicago, said bonds to be of the denomination of one thousand (1,000) dollars each, all to bear date of the second day of January, 1900; fifty thousand (50,000) dollars of the principal of said bonds to be payable on the first day of January of the year 1901, and of each of the years thereafter following, until and including the year 1920; said bonds to be numbered consecutively from fourteen thousand and ninety-one (14,091) to fifteen thousand and ninety (15,090), inclusive, and to bear interest at the rate of four (4) per centum per annum from the date thereof; interest to be payable on the first day of July and of January of each year, and to be evidenced by coupons attached to each bond, to be numbered consecutively, each coupon to bear the number of the bond to which it is attached, and to be for the sum of twenty (20) dollars (ex-

cept the first coupon on each bond of this issue, which shall be for the sum of nineteen and eighty-nine one-hundredths (19.89) dollars), and the first, or number one (1), coupon of each bond to be payable on the first day of July, 1900, and the next, or number two (2), coupon on each bond to be payable on the first day of January, 1901, and so on, each succeeding coupon being payable six (6) months after the preceding one; both principal and interest to be payable at the office of the Treasurer of the Sanitary District of Chicago, interest to be payable only upon the presentation and surrender of the proper interest coupons. Such bonds shall be signed on behalf of the Sanitary District of Chicago by the President of the Board of Trustees and countersigned by the Clerk of the Sanitary District of Chicago, and attested by the seal of said Sanitary District.

SECTION 2. That said bonds, when they are executed, shall be deposited with the Treasurer of said District for safe keeping, and shall be sold at such price and for such rates as the Board of Trustees of this District shall, from time to time, determine and direct, and the proceeds arising from the sale of said bonds shall be received by the Treasurer of said District as such, and shall be used for the corporate purposes thereof, as may be directed, from time to time, by the Board of Trustees.

SECTION 3. That in each of the hereinafter mentioned years there shall be, and hereby is, levied and assessed on the taxable property within said District, the sums respectively as follows:

For the year 1900, eighty-nine thousand eight hundred and ninety (89,890) dollars;

For the year 1901, eighty-eight thousand (88,000) dollars;

For the year 1902, eighty-six thousand (86,000) dollars;

For the year 1903, eighty-four thousand (84,000) dollars;

For the year 1904, eighty-two thousand (82,000) dollars;

For the year 1905, eighty thousand (80,000) dollars;

For the year 1906, seventy-eight thousand (78,000) dollars;

For the year 1907, seventy-six thousand (76,000) dollars;

For the year 1908, seventy-four thousand (74,000) dollars;

For the year 1909, seventy-two thousand (72,000) dollars;

For the year 1910, seventy thousand (70,000) dollars;

For the year 1911, sixty-eight thousand (68,000) dollars;

For the year 1912, sixty-six thousand (66,000) dollars;

For the year 1913, sixty-four thousand (64,000) dollars;

For the year 1914, sixty-two thousand (62,000) dollars;

For the year 1915, sixty thousand (60,000) dollars;

For the year 1916, fifty-eight thousand (58,000) dollars;

For the year 1917, fifty-six thousand (56,000) dollars;

For the year 1918, fifty-four thousand (54,000) dollars;

For the year 1919, fifty-two thousand (52,000) dollars;

For the purpose of paying the principal and interest of the bonds issued under this ordinance, said sums so levied being sufficient to pay the interest on said bonds as it falls due, and also to pay and discharge the principal thereof as the same shall fall due; and the Clerk of this District is hereby directed in the year 1900, and in each of the years thereafter, until and including the year 1919, to include the amount required by this ordinance to be raised by taxes in each of said years, respectively, in the amount which shall be certified to by the County Clerk in each of said years as the amount required to be raised by taxation in said District.

SECTION 4. Bonds, to be issued in pursuance of this ordinance, may be registered with the Treasurer of said District, and after such registry no transfer shall be valid except upon the books of said Treasurer, but the registry thereafter upon the books of the Treasurer of a transfer to bearer shall restore transferability by delivery; said bonds shall continue subject to successive registrations and transfers to bearer, as aforesaid, at the option of each holder.

SECTION 5. That the credit and resources of the Sanitary District of Chicago be, and the same are hereby, irrevocably pledged to the payment of the bonds which shall be issued in pursuance of this ordinance, and the interest thereon as it shall fall due.

SECTION 6. That the ordinance passed by the Board of Trustees of the Sanitary District of Chicago December 20, 1899, providing for the issuance of bonds of the Sanitary District of Chicago to the amount of one million (1,000,000) dollars, be and the same is hereby repealed.

SECTION 7. This ordinance shall take effect and be in force from and after its passage."

OPENING OF MAIN CHANNEL.

Mr. Wenter, seconded by Mr. Eckhart, made the following motion: "I move that a record be made and be printed in our Proceedings of the date of letting the water in the Sanitary Ship Canal, and also the date of the opening of the gates at Lockport, letting out the water from the Canal, as by permit issued by Governor J. R. Tanner of the State of Illinois."

The motion prevailed unanimously, and it was so ordered.

In accordance with the foregoing, the following is a record of the events referred to, the data and subject matter being furnished by the Chief Engineer of the Sanitary District of Chicago.

"On the morning of January 2nd, 1900, at about 10:35 the barrier which held back the water from the flume, which had been constructed at the south end of the Collateral Channel, was cut and the waters rushed into the Main Channel. The flow continued thereafter, and at 4:54 on the evening of January 6th the first water passed over the sill of gate No. 2 at the Controlling Works. The last gate (No. 1) was closed at 5:19 P. M. On Monday January 15th the dam at Campbell Avenue was cut through and the waters on opposite sides came together at 11:08 A. M. The Channel was filled to lake level by Sunday morning, January 14th. On January 17th, Governor John R. Tanner accepted the favorable report of the Special Commissioners and gave permission to open the controlling gates at Lockport. The Bear Trap Dam was used, and at 11:05, in the presence of Trustees Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter, the crest of the dam was lowered until a thin sheet of water flowed over it. In this position it was held until President Boldenweck introduced Col. Isaac Taylor, President of the Special Commission, who in a few appropriate words stated the facts relating to the satisfactory completion of the work and the permission granted by the Governor. As soon as he ceased speaking, President Boldenweck gave the word for action. The valves were opened and the massive steel dam settled beneath the torrent which rushed over its crest, and at 11:16 the official act was accomplished and the flow of the Sanitary Channel was passing into the Des Plaines Valley."

ADJOURNMENT TO SPECIAL TIME.

Mr. Kelly, seconded by Mr. Braden, moved that when this Board adjourns, it shall adjourn to meet Friday, January 19, 1900, at 2 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Eckhart, seconded by Mr. Smyth, the Board then adjourned.

Joseph A. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 19, 1900.

OFFICIAL RECORD.
Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

The adjourned session of the four hundred and seventy-first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Friday, January 19, 1900, at 2 o'clock P. M. pursuant to motion.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order

*VOUCHERS.

The Clerk presented the following vouchers :

ENGINEERING DEPARTMENT.

G. M. Wisner (expense)		$ 70 77

CLERICAL DEPARTMENT.

A. P. Little (carbon paper)	$ 4 00	
The Waukesha Water Company (water)	6 75	
Henry Gebhardt (vault fittings)	30 00	
		$ 40 75

GENERAL ACCOUNT.

Thayer & Jackson Stationery Company (stationery)	$ 3 30	
John Reilly (streams examination)	2 70	
Weber Bros. Metal Works (streams examination)	5 00	
Adams Express Company (streams examination)	38 97	
American Express Company (streams examination)	39 75	
United States Express Company (streams examination)	127 40	
Cameron, Amberg & Co. (streams examination)	91 00	
Edwin O. Jordan (streams examination)	366 75	
Arthur W. Palmer (streams examination)	366 95	
John F. Higgins (printing proceedings, December '99)	238 82	
		$ 1,280 64

LAW DEPARTMENT.

The Waukesha Water Company (water)	$ 3 38	
Mrs. R. Howard Kelly (stenographer)	3 60	
Ed. Robinson (labor)	5 00	
Edward Thompson Company (law book)	6 00	
T. B. Suplee (witness fee)	10 00	
Edwards & Hancock (stationery)	10 85	
Chicago Daily Law Bulletin (subscription)	12 00	
James O'Connor (services)	20 00	
John W. Nadelhoffer (expense)	24 95	
The Gunthorp-Warren Printing Company (printing)	70 00	
John P. Wilson (legal services)	500 00	
		$ 665 78

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River dredging)	$ 5,818 75	
Lydon & Drews Company (Lake Front Park filling)	5,600 00	
McArthur Bros. Company (Sec. O, Eight Track Bridge)	15,000 00	
Heldmaier & Neu (Sec. 17, account per centage)	10,000 00	
		$36,418 75
Grand total		$38,476 69

*To be paid by warrants, with interest coupons attached, drawn against the Tax Levy for 1900, as follows:

F. M. Blount, Treasurer (sundry persons less than $50.00)	$ 226 25
Construction Account to contractors	36,418 75
All others, direct to creditors	1,831 69
	$38,476 69

Mr. Carter, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH THE LA FAYETTE BRIDGE COMPANY FOR SUPERSTRUCTURE FOR BRIDGE OVER BEAR TRAP DAM AT LOCKPORT.

The Clerk presented, and read, a report transmitting the agreement with the La Fayette Bridge Company for the superstructure for the bridge over the Bear Trap Dam at Lockport, Illinois, the report setting forth that said agreement has been duly executed by said company and also by the President and Clerk, as authorized by the Board at the meetings held January 3 and January 10, 1900 (pages 6227 and 6235 of the Proceedings), and a duplicate copy of same delivered to said company, and therefore recommending that said agreement be printed and placed on file.

By unanimous consent the report was ordered received and with accompanying agreement printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement, dated January 6, 1900, with the Lafayette Bridge Company for the construction of "the superstructure for the bridge over the Bear Trap Dam at Lockport, Illinois," the same having been duly executed by said company, and also by your President and Clerk, as authorized by the Board of Trustees at the meetings held January 3 and January 10, 1900 (pages 6227 and 6235 of the Proceedings), and a duplicate copy of same delivered to said company, and I therefore recommend that the said agreement be printed and placed on file.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

(Accompanied by agreement.)

The following is

THE AGREEMENT:

"SANITARY DISTRICT OF CHICAGO.

Contract and specifications for superstructure for the bridge over the Bear Trap Dam at Lockport, Illinois.

THIS AGREEMENT, Made and entered into this sixth day of January, A. D. 1900, by and between the Sanitary District of Chicago, of the first part, and the La Fayette Bridge Company, a corporation organized and existing under the laws of the State of Indiana, of the city of La Fayette, in the State of Indiana, of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense, to do all the work and to furnish all material, tools, labor, and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete doing of the work known and distinguished by the specifications herein contained, and the plans accompanying them, as the bridge over the Bear Trap Dam at Lockport, Illinois.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer or other designated representative of the Sanitary District of Chicago, and his properly authorized agents, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer or other designated representative shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit and the terms and conditions herein expressed; and the Chief Engineer, or other designated representative of the Sanitary District in charge of said work, shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Wherever the words "Sanitary District" are used in this contract they shall be understood to mean the Sanitary District of Chicago as represented by the Board of Trustees or their duly authorized and accredited agents.

Wherever the work "Engineer" is used herein it shall be understood to mean either the Chief Engineer of the Sanitary District of Chicago or the duly accredited expert representative of the Sanitary District.

Wherever the work "Contractor" is used herein it shall be understood to mean the person or persons, or co-partnership or corporation, entering into the contract as party of the second part.

The following ordinance, passed by the Board of Trustees of the Sanitary District of Chicago June 23, 1897, is hereby made a part of this contract, and the party of the second part agrees to comply with its provisions, and in case of violation thereof to be subject t

the penalties therein authorized to be imposed:

"Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

"SECTION 1. That in the preparation of all future specifications for contracts for the construction of the Main Channel and auxiliary works, the Engineering Department shall provide that such contracts shall be executed in conformance with the law constituting eight (8) hours a legal days's work in all contracts under the Sanitary District of Chicago, and that in the employment of labor contractors shall be required and specifically agree to give preference to union labor.

SECTION 2. That all contracts hereafter executed for the works of the Sanitary District of Chicago shall contain provisions constituting eight (8) hours a legal day's work, and forbidding the employment of any employe or employes for a longer period than eight (8) hours in any twenty-four (24) hours, and that said contract shall vest specific authority in the Police Department of the Sanitary District of Chicago to exercise supervision for the enforcement of this provision; and shall provide that the Board of Trustees of the Sanitary District of Chicago shall be empowered in all cases of violation of said eight (8) hour law to deduct and retain from any money accruing to said contractors a sum as liquidated damages at the rate of five ($5.00) dollars per hour for each employe who shall be required to work in excess of eight (8) hours per day by any contractor on said canal."

SPECIFICATIONS.

PLANS.

1. All plans and drawings prepared by the Sanitary District of Chicago for this work, with all notes, dimensions, figures and corrections thereon, shall be considered a part of these specifications, and in the event of any discrepancy between plans and specifications the judgment of the Engineer shall be decisive thereon.

2. All shop plans required shall be made by and at the expense of the contractor, and submitted to the Engineer for approval before beginning work, and at least six (6) sets of prints of such approved plans shall be furnished the Sanitary District free of cost. No alterations of approved plans will be permitted to be made by the contractor without the written consent of the Engineer.

3. The approval of said plans by the Engineer will not relieve the contractor from the responsibility of errors thereon.

4. Plans furnished by the Sanitary District shall be carefully checked by the contractor before beginning work. Should errors be discovered, the Engineer's attention should be called to the same and corrections made, after which the contractor will be responsible for all errors which may occur or may have occurred.

5. All such working drawings submitted shall have a uniform size of twenty-six (26) inches by forty (40) inches inside border lines, with border margin of one-half (½) inch. When submitted for approval, a complete set of such drawings shall be presented.

QUALITY OF MATERIAL.

WROUGHT IRON.

6. All iron used shall have an ultimate tensile strength of not less than 48,000 pounds per square inch, an elastic limit of at least 26,000 pounds per square inch, and an elongation of at least twenty (20) per cent. in eight (8) inches, and be so ductile that when bent cold through 180 degrees, and hammered down flat on itself, it shall show no sign of fracture on convex side of curve.

STEEL.

Character.

7. All steel shall be uniform in quality and made by the open hearth process.

8. Tests shall be made upon pieces cut from the finished material and shall not be less than one-half (½) inch square in sectional area. Two pieces, one for tensile test and one for bending test, shall be furnished for each blow or cast, and so selected that each heat or furnace full of billets, blooms or slabs shall be represented by at least one test to prove the condition of the metal after reheating, rolling, etc.

Medium Steel Tests.

9. When tested in specimens as above, medium steel shall have an ultimate tensile strength of from 60,090 to 68,000 pounds per square inch, an elastic limit of not less than 36,000 pounds per square inch, shall elongate not less than twenty-five (25) per cent. in eight (8) inches, and show a reduction of area at point of fracture of not less than forty (40) per cent.

10. The test piece must also bend cold at

180 degrees around a curve whose diameter is equal to the thickness of the piece without crack or flaw on convex side of bend.

11. A hole punched for a three-quarter (¾) inch rivet, one and one-half (1½) inches from the edge of plate, shall be capable of being enlarged by drifting to one and one-eighth (1⅛) inches in diameter without sign of fracture.

12. For steel pins the elongation may be five (5) per cent. less and the reduction at point of fracture ten (10) per cent. less than specified.

Soft Steel Tests.

13. When tested in specimens as selected and described above, soft steel shall have an ultimate tensile strength of from 52,000 to 60,000 pounds per square inch, an elastic limit of not less than 32,000 pounds per square inch, and shall elongate not less than twenty-five (25) per cent. in eight (8) inches, and show a reduction in area at point of fracture of not less than fifty (50) per cent. except in web plates over thirty-six (36) inches wide, when the elongation will be reduced to twenty (20) per cent. and the reduction of area to forty (40) per cent. It must also bend cold through 180 degrees and close down upon itself without showing sign of fracture on convex side of bend A hole punched for three-quarter (¾) inch rivet, and one and one-half (1½) inches from the edge of the plate, shall be capable of being enlarged by drifting to one and one-half (1½) inches in diameter without sign of fracture.

Rivet Steel.

14. Rivet steel shall have an ultimate strength of 50,000 to 58,000 pounds and an elastic limit of not less than fifty-five (55) per cent. of the ultimate, an elongation of not less than twenty-seven (27) per cent., and must bend 180 degrees flat on itself without sign of fracture on the convex side of the bend.

15. Specimens taken from all grades of steel, after being heated to a light cherry red (as seen in the dark), and quenched in water of 82 degrees Fahrenheit, must conform to the bending requirements above.

Chemical Analysis.

16. The chemical analysis for carbon and phosphorus of each blow or cast must be furnished to the Engineer or his inspectors before any of the material rolled from said blow or cast is shipped from the mill. Phosphorus must not exceed six one-hundredths (0.06) per cent. for acid steel, or four one-hundredths (0.04) per cent for basic steel.

Chippings and Alterations.

17. All blooms, billets or slabs shall be examined for surface defects, flaws or blow holes before being rolled into the finished sections, and such chippings and alterations made as will secure perfect solidity in the finished sections.

Marking.

18. The original blow or cast number must be painted or stamped on all blooms, billets or slabs in order to identify the material throughout the various processes of manufacture; and the original blow or cast number, together with the furnace heat number, must be *stamped* on each piece of finished material from said blow or heat.

Finish.

19. All finished, rolled material must present a smooth, clean surface, free from buckles, flaws, cracks, ragged edges or any other defects, and must be straight throughout and true to section.

Brittle Steel.

20. No steel which proves brittle shall be used under any circumstances; if it develops this character at any stage of its manufacture, it shall be at once condemned and other material used. The object of the more particular clauses hereto relating being to guard against the possibility of the use of this class of metal.

CAST IRON.

21. Cast iron must be the best quality of soft, gray iron. The castings must be free from flaws, ragged edges, or any other defects impairing its efficiency or appearance; and bars of a section one (1) inch square, placed four (4) feet six (6) inches between supports, must be strong enough to bear a weight of five hundred (500) pounds placed half way between supports.

Timber.

22. All timber to be first quality, long leaf yellow heart pine, entirely free from sap and to be cut from live trees, grown south of the south line of Tennessee. To be straight, square edged, free from shakes, loose or rotten knots or other material defects.

WORKMANSHIP.

Character of Work.

23. All work must be done in a strictly first-class manner and shall at all times be subject to thorough and careful inspection.

24. Finished pieces shall be true to size, section and line, straight and out of wind at all points; and all machine, rivet and smith work done upon them shall be of the best character.

Straightening.

25. All material must be carefully straightened before being laid off.

Marking.

26. All parts which are given a descriptive letter or number in the drawings shall have that letter or number stenciled on them before shipment. Eye bars shall have it stamped on the edge at the extreme end of the bar.

Eye Bars.

27. All heads of eye bars shall be formed by upsetting on the solid bar, or by a process approved by the Engineer. Upsets shall be free from folds. Heads shall be clean, full-sized forgings, formed centrally on the bar in true line and out of wind, and shall be free from lateral fissures, incipient cracks or flaws of any kind. In upsetting steel bars or rods, sharp angles must be avoided where the upset joins the bar.

Annealing.

28. All steel tension members which have been heated shall, after work on them is completed, be thoroughly annealed by heating them uniformly to a cherry-red heat, and allowing them to cool slowly.

Boring.

29. Bars of the same class and belonging to the same panel shall be bored at the same temperature. The pin holes and eye bars shall be bored to exact sizes and distances, and to a true perpendicular to the line of strain.

30. The pin hole shall be in the middle of the head and in the center line of the bars. Bars which are to be placed side by side in the bridge shall, if piled on each other, allow the pins to pass through at both ends without driving.

31. No error in the length of the bar or diameter of pin hole exceeding one sixty-fourth (1-64) of an inch will be allowed.

Tie Rods.

32. Rods used for ties or counters shall be fabricated with the same care and precision as is prescribed for eye bars. Screw ends shall be upset to such diameter as to insure breaking in the body of the bar. All screw ends shall have truncated V threads, United States standard, proportions and sizes.

Sleeve Nut and Clevices.

33. Sleeve nuts, clevices or other attachments used for adjustment must be of sufficient strength to break the bar to which they are attached. Pin holes in clevices to be bored, the size of the hole not to exceed that of the pin more than one thirty-second (1-32) of an inch.

Pins.

34. Pins must be turned true to size and straight. No error of more than one-fiftieth (1-50) of an inch in diameter will be allowed in chord pins. They shall be provided with pilot nuts for erection.

35. Pins connecting laterals with other members shall be turned down to a diameter of not more than one thirty-second (1-32) of an inch smaller than the pin hole.

Splices.

36. Abutting joints shall be milled off to exact lengths, and square to the line of the chord, or to exact bevel, when required.

37. Pin holes shall be bored true to the line of stress and correct as to position.

38. No error exceeding one thirty-second (1-32) of an inch in length of part, or in position of pin hole, will be allowed.

Matching.

39. After the splice plates are riveted on in the shops, each line of chords shall be assembled, the joints matched, their abutting surfaces brought to a tight fit by use of clamps, and all the rivet holes in the ends of chords and splices shall be reamed to an exact match and fit. Match marks shall then be made in each piece.

Riveting.

40. All rivets with crooked heads, or heads not formed centrally on the shank, or rivets which are loose, either in the hole or under the shoulder, shall be cut and replaced with good rivets.

41. The diameter of the hole shall not exceed the diameter of the rivet more than one-sixteenth (1-16) of an inch.

42. All joint rivet holes shall be so accurately spaced that rivets of the proper size can be passed through all the holes in the joint after the parts are placed in position without the use of drift pins.

43. All splice plates in which the holes are mismatched, either in the plates themselves or with the adjoining chord or flange, shall be matched and the holes reamed to fit before leaving the shop.

44. No inaccurate or otherwise defective work will be accepted under any circumstances in connection joints or riveted work.

45. The riveted field connections of floor beams, posts and struts must be accurately matched before leaving the shops, and all unmatched holes reamed to fit.

46. Whenever practicable, rivets must be machine driven.

Cambre.

47. The bridge shall be given a cambre not less than the deflection under extreme loads.

INSPECTION AND TESTS.

Specimens.

48. The contractor shall furnish complete facilities for inspection of material and workmanship. Small specimens for testing of material and also the necessary labor shall be furnished by contractor without charge, when called for by the Engineer or Inspector. Inspectors will be retained by the Sanitary District with full power to reject all work or material which does not in every way conform to the letter and spirit of the specifications.

Mill Testing.

49. All material shall be inspected at the mills where it is rolled.

50. Test specimens shall fairly represent materials to be tested, and shall not in any way be worked on to alter quality before testing. They shall be cut whenever practicable so as to retain two opposite sides as they come from the rolls. Rods not exceeding one (1) square inch shall be tested in full size specimens.

51. Regular bending specimens shall be taken, one for every tensile test. They shall have the rough edges planed off, and shall be duplicates of, and cut from, the same originals as tensile tests for the same material.

52. Tests shall be sufficient in number to fairly represent, in the judgment of the Engineer, the material to be inspected; there shall, however, be no more than two (2) tests, *i. e.*, two (2) tensile and two (2) bending specimens, for every twenty pieces in the order.

53. The passing of any material at the mills shall not prevent its subsequent rejection for cause. If found defective after delivery, such material shall be replaced at the expense of the contractor.

PAINTING AND SHIPPING.

Painting.

54. All iron work, before leaving the shops, shall receive one good coat of No. 31 National Paint Works, Williamsport, Pa., paint, or paint of equal excellence, well worked into all joints and open spaces.

55. In riveted work both surfaces coming in contact shall be painted before being riveted together. Bottom of bed plates, bearing plates and any parts which are not accessible for painting after erection shall have two (2) coats of paint of the same brand.

56. After the structure is erected the iron work shall be thoroughly and evenly painted with two additional coats of No. 31 "Special" National Paint Works, Williamsport, Pa., paint, or paint of equal excellence.

57. All recesses which will retain water, or through which water can enter, must be filled with thick paint or some water-proof cement before receiving the final painting.

58. All finished surfaces shall be coated with white lead and tallow before being shipped from the shop.

59. No painting shall be done in wet or freezing weather.

Shipping.

60. All parts shall be carefully loaded, so as to avoid injury in transportation, and shall be at contractor's risk until erected and ready for traffic.

61. All screw ends shall be wrapped with twine before shipment.

62. All pins and small parts must be securely boxed, and the boxes plainly marked. The weights of large pieces must be marked on them. The invoices shall state the contents of each box and the weight and description of each piece that is not boxed, and two copies of each invoice shall be furnished the Sanitary District of Chicago.

ERECTION.

63. The contractor shall furnish all staging and false work, shall erect and adjust all the metal work, shall furnish and put in place all floor timbers, timber guards, also place the masonry bolts and secure them in place.

64. The contractor shall so conduct all his operations as not to interfere with the work of other contractors, or close any thoroughfare by land or water, except by written consent of the Engineer.

65. The contractor shall assume all risk of accidents to men or material prior to the acceptance of the finished structure. The contractor must also remove all false work, piling and other obstructions, or unsightly material produced by his operations.

FINAL ACCEPTANCE.

66. Any material or workmanship which does not satisfy the requirements of these specifications may be rejected by the Engineer at any time before the final acceptance of the work, and the contractor shall make good all deficiences at his own cost. The fact that the authorized inspectors have accepted said material or workmanship shall not make the Sanitary District liable for extra cost above that specified in the contract, for replacing same with material or workmanship accepted by the Engineer on final acceptance.

GENERAL CONDITIONS.

Workmen.

67. The contractor shall employ competent oremen and laborers, and shall discharge, at the request of the Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work will be employed where special skill is required, and in the employment of men preference shall be given to union laborers.

68. It is especially understood and agreed that eight (8) hours shall constitute a day's work, and no workman shall be employed or required to work more than eight (8) hours out of any twenty-four (24) hours, and no work in excess of that time shall be allowed.

69. In the event of any violation of the above eight-hour provision, it is agreed hereby that the said District shall and that it is duly authorized to retain from any money due or to become due at any time from it to the second party, as liquidated damages, the sum of five (5) dollars per hour for each hour that any employe shall be required to work in excess of eight (8) hours per day, pursuant to the terms and conditions of the ordinance adopted June 23, 1897, attached hereto.

Patents.

70. It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in anywise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery,device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by the Sanitary District. And in the event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the following clause of this contract provided.

Damages.

71. If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, for which the contractor herein is legally liable, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damage shall be deducted from the money due said contractor under said contract.

72. Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person growing out of any act or doing of himself or employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any injuries or damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any failure or negligence in guarding or protecting the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by

virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District may be retained by the said Sanitary District until such suit or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

73. It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the violation of this contract, the decision of the Engineer shall be final and binding on both parties hereto.

Responsibility of Contractor.

74. The contractor shall at no time be allowed to obstruct, impede or endanger the traffic on the temporary roadways that the Sanitary District has already constructed, or may construct, at or around the site of the bridge.

Time.

75. The contractor agrees to begin work within fifteen (15) days after receiving the plans for said bridge. All work required to be done under this contract shall be completed and ready for inspection on or before the first day of June, 1900.

Price.

76. In consideration of the said work being carried on and completed in time and manner as specified, the said party of the first part agrees to pay to the said party of the second part, and the said party of the second part agrees to receive and accept as full compensation therefor, including the furnishing by him of all necessary material, tools, labor, machinery and appliances, as follows:

For superstructure complete as specified five thousand and seventy-five dollars ($5,075.00).

Also to furnish extra material in places at a cost, as follows:

Extra iron or medium or soft steel four and one-quarter (4¼) cents per lb.

Extra lumber twenty-seven ($27.00) dollars per 1,000 feet B. M.

These prices also to apply to any reduction of material that may be made by reason of changing plans.

Royalties.

77. The price proposed must include all royalties for patents or patented materials and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment.

78. It is agreed by the party of the first part that when the entire iron work shall have been delivered at the site of erection payment shall be made by the party of the second part to the amount of sixty (60) per cent. of the aggregate cost of the work covered by the contract, upon written certificate from the Engineer that such approximate amount of work has been done. The remaining forty (40) per cent. to be paid within thirty (30) days of the completion of the work and its acceptance by the first party.

Certificate.

79. On all work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Engineer, and on its being inspected by him and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to the said party of the second part by the certificate of the said Engineer.

Failure to Complete.

80. The entire metal work for the structure herein provided for shall be delivered at the site of the erection on or before May 15th, 1900, and all the work provided to be done under this contract shall be completed and ready for inspection on or before the 1st day of June, 1900.

81. Should there be a failure by second party to deliver said iron work of the character and strength herein provided for by said 15th day of May, 1900, or if, after delivery of same as herein provided, said contractor shall fail financially, either before or after having been paid the sixty (60) per cent. of the contract price as hereinafter provided, and be unable to carry out said contract and complete said work, then, in that case, the said party of the first part shall have the power to complete said work by contract or otherwise, at its discretion, and charge up the cost of so completing the said work to said contractor. Should the amount remaining unpaid of the contract price not

suffice therefor, then said contractor and his bondsmen shall be held liable for the deficiency.

Payment of Laborers.

82. Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip checks or other evidences of indebtedness, nor in any manner other than in lawful currency of the United States. And if at any time during the progress of said work said contractor shall fail or neglect to pay for labor performed, and in manner aforesaid, or for material furnished upon said work, then the party of the first part shall have the power to pay for such labor or material out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by said party of the second part to ascertain the amount or amounts due or owing from said contractor to any laborer or laborers, or to any person for material furnished, in such manner and upon such proof as it may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said materialmen, shall be final and conclusive as against said contractor, and may thereafter be paid over by the said first party to such laborer, laborers or materialmen.

Contractor's Bond.

83. The contractor shall furnish a bond in the sum of one thousand ($1,000) dollars for the superstructure of the aforesaid bridge over the Bear Trap Dam, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of the Sanitary District, conditioned upon the faithful performance of all the terms and conditions of this contract; and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, and in that case, they may, on giving ten (10) days notice thereof in writing, require said contractor to furnish a new and additional bond in the place of the bond so having become insufficient or worthless.

Final Payment.

84. The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Providing that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement, or otherwise improperly given.

In Witness Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set its hand and seal.

(Signed)

The Sanitary District of Chicago,

[SEAL] By WILLIAM BOLDENWECK,
President.

Attest:

JOSEPH F. HAAS,
Clerk.

The La Fayette Bridge Co.,

[SEAL] By WALLACE MARSHALL,
Prest.

FRANK S. MOORE,
Secretary.

REPORT IN REFERENCE TO PAYMENT FOR CERTAIN DISTRICT LAND BY UNITED STATES GOVERNMENT.

The Clerk presented, and read, a report from himself, setting forth that he had received and turned over to the Treasurer of the District a check for the sum of $9,365.00 drawn on the Assistant Treasurer of the United States, the same being in payment for certain lands sold to the United States Government

under authority of the Board, at the meeting held May 3, 1899, (page 5670 of the Proceedings), the report being accompanied by the receipt of the Treasurer of the District for said amount.

By unanimous consent the report was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report to your Honorable Body that a check dated December 19, 1899, No. 19649, and drawn on the Assistant Treasurer of the United States at Chicago, Illinois, for the sum of nine thousand three hundred and sixty-five (9,365) dollars has been delivered to me in payment of the following described land, to wit: All that part of Lot one (1), N. K. Fairbank's part of north fraction of the northwest quarter of Section twenty-eight, Township thirty-nine North, Range fourteen, East of the Third Principal Meridian, all of said real estate being situated on the South Branch of the Chicago River in the City of Chicago, County of Cook and State of Illinois, which was heretofore conveyed by the Sanitary District of Chicago to the Government of the United States in pursuance of the order of your Honorable Body (page 5670 of the Proceedings) and that said check has been by me delivered to F. M. Blount, Treasurer of the District, whose receipt for same is hereto attached.

Respectfully submitted,

JOSEPH F. HAAS,

Clerk."

(One enclosure).

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of December, 1899, which, on motion of Mr. Jones, seconded by Mr. Kelly, was referred to the Committee on Judiciary.

REPORT IN REFERENCE TO PROPOSED RESOLUTION FOR HIGHWAY COMMISSIONERS OF TOWN OF LEMONT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting form of proposed resolution for passage by the Commissioners of the Highways of the Town of Lemont, the report recommending that said resolution be sent to said Commissioners with the request that same be passed by them and properly attested, and that when said resolution has been passed, as submitted, that an ordinance or resolution be passed by the Board of Trustees of the Sanitary District of Chicago accepting the same on behalf of the Sanitary District.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 15, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering reports that it has had under consideration a form of resolution, which it desires to have adopted by the Board of Highway Commissioners of the Town of Lemont, granting to the Sanitary District of Chicago the right to construct its Main Channel and cross with its right of way the street commonly known as Stevens Street in said Town of Lemont; that the copy of resolution hereto attached embraces the conditions which the Committee considers form a fair and equitable tender to said Village of Lemont, in consideration of the granting by it to the Sanitary District the right to construct its Main Channel across said Stevens Street; and the Committee recommends that a copy of said resolutions be sent to the Commissioners of Highways of the Town of Lemont, with the request that the same be passed by said Board of Commissioners and properly attested; and that when said resolution has been passed, as herewith submitted, that an ordinance or resolution be passed by the Board of Trustees of the Sanitary

District of Chicago accepting the same on behalf of the Sanitary District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
JOS. C. BRADEN,
THOMAS KELLY,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE FORM OF RESOLUTION:

"WHEREAS, The Sanitary District of Chicago, in the construction of its Main Drainage Channel crosses a highway in the Town of Lemont, commonly known as Stevens Street, and in so doing it becomes necessary to take extraordinary precaution for the safety and convenience of the public at this point; be it

Resolved, That the consent of the Highway Commissioners of the Town of Lemont be, and the same are, hereby given to the crossing aforesaid; provided, that in addition to properly bridging said Channel, it conform to the following requirements in constructing approaches thereto, viz.:

1. That it extend from the village limits to the south end of the bridge across the Main Drainage Channel at an easy grade the roadbed of the kind and character as has already been laid on said street within the village limits of the Village of Lemont, viz.: Of crushed stone, top dressed with gravel according to the best known methods of macadam.

2. That it also extend the footpath or sidewalk on the east side of the approach from the village limits to the bridge last aforesaid, and that it construct on the east side of the bridge now crossing the said Main Drainage Channel at this point, a safe and suitable foot bridge for pedestrians of at least four (4) feet in width.

3. That it construct on either side of the approaches to said bridge from the said village limits to the stone piles now situated north of said Channel at a distance from the center of said road to be fixed by said Commissioners a safe and suitable fence or protection guard consisting of oak posts at least eight (8) inches in diameter firmly imbedded in the ground not more than ten (10) feet apart and projecting four (4) feet above the surface of the road grade, with three (3) iron rods, of the same thickness as that in the fence built by the Sanitary District within the village limits, strung properly connected through the center of said posts horizontally, within a suitable space from each other; and when said fence reaches the abutments or wing walls on either side of said bridge, said fence or protection guards shall end in a suitable iron fence constructed on the coping now upon said abutment.

4. That it lay and construct a road bed at an easy grade and of a width of thirty-five (35) feet from the north end of the bridge across the Main Channel to the south end of the bridge across the River Diversion.

5. That it slope off the piles of stone on either side of the north approach to the bridge across the Main Drainage Channel, so as to avoid any and all danger to the public from passing and repassing the same.

6. That all of the said work shall be done in good workmanlike manner."

REPORT GRANTING STONE FOR USE AT HOUSE OF CORRECTION.

Mr. Smyth, Chairman, presented, and the Clerk read, a report in reference to, and accompanied by, a communication from John J. Sloan, Superintendent of the House of Correction of the City of Chicago, asking permission to remove 10,000 cubic yards of stone from the spoil bank of the Sanitary District for use at the House of Correction, the report recommending that permission and authority be given said John J. Sloan, Superintendent, to remove, or cause to be removed, said amount of stone at such point as may be designated by the said Board of Trustees of the Sanitary District; provided that such removal be made without expense to the District.

Mr. Jones presented, and the Clerk read, a minority report dissenting from the majority report.

Mr. Smyth, seconded by Mr. Braden, moved the adoption of the majority report.

On roll-call, on the motion for the adoption of the majority report, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Smyth and Wenter—seven. Nay—Mr. Jones—one.

Upon this result the President declared the majority report adopted.

The following is

THE MAJORITY REPORT:

"CHICAGO, January 15, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering presents herewith a communication from John J. Sloan, Superintendent of the House of Correction of the City of Chicago, asking permission to remove ten thousand cubic yards of stone from the spoil bank of the Sanitary District along the Main Channel.

It is represented to the Committee that said stone is necessary for the purpose of improvement by the House of Correction, and the Committee is of the opinion that said request should be granted.

The Committee, therefore, recommends that permission and authority be, and they are hereby, given to the said John J. Sloan, Superintendent of the House of Correction, to remove or cause to be removed from the spoil banks of the Sanitary District 10,000 cubic yards of the stone, at such point as may be designated by the President of the Board of Trustees of the Sanitary District; provided, that the removal of said material be made without any expense to the District whatsoever.

Respectfully submitted,

(Signed) THOMAS A. SMYTH.
Chairman.
B. A. ECKHART,
Z. R. CARTER,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE MINORITY REPORT:

"*To the Honorable the Board of Trustees:*

GENTLEMEN—I dissent from the above recommendation of the majority. The Sanitary Trustees are but trustees of the taxpayers of the Sanitary District; and they have no moral right to give away the property of the people. The communication of the Superintendent of the House of Correction shows his willingness to pay, and expectation of paying, for this stone. It has not been requested as a gift; it has a current market price, and the proposed giving away of such an enormous amount as 10,000 cubic yards is a flagrant violation of the rights of the over-burdened taxpayers of the Sanitary District.

ALEX. J. JONES."

The following is

THE COMMUNICATION:

"CHICAGO, Ill., Jan. 13th.

Honorable Board of Sanitary Trustees, City:

GENTLEMEN—Having need for ten thousand cubic yards of macadam during the present year at this institution, and knowing the large quantity of stone you have on hand, I would respectfully ask if the same is for sale, and if so, what figure you want for it where it lays?

In the event of coming to a satisfactory understanding, I will send a few barges down with some trusty inmates and have them loaded and towed back to our institution, where the crushing would be done.

Hoping to hear favorably from you, I beg to remain,

Very respectfully,
JOHN J. SLOAN."

REPORT IN REFERENCE TO REQUISITION NO. 595.

Mr. Smyth, Chairman, presented, and the Clerk read, a report in reference to, and accompanied by, Requisition No. 595, for the Engineering Department for quarterly supplies, for the sum of $322.55, the report recommending that said requisition be allowed.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 15, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on En-

gineering, to which was referred at the meeting of the Board of Trustees held January 10, 1900, the requisition for supplies for the Engineering Department for the quarter ending March 31, 1900, herewith reports that the Committee has examined the said requisition, as per detailed list attached to this report, and recommends that the same be allowed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
Z. R. CARTER,
JOS. C. BRADEN,
WM. BOLDENWECK,
Committee on Engineering."

(Accompanied by Requisition No. 595.)

RESOLUTION FOR PARTIAL ABATEMENT OF TAX LEVY FOR 1899.

Under the head of new business, Mr. Carter presented a resolution for the partial abatement of the amount heretofore levied as taxes for the year 1899 for the corporate purposes of the District, the resolution being accompanied by the opinion of Attorney John P. Wilson in reference to the legality of the action proposed, and abating the sum and amount of three hundred one thousandths of one per centum from the amount of one and one-half per centum heretofore levied on the real and personal property within the Sanitary District of Chicago subject to taxation for the year 1899, in accordance with the previous action of the Board at the meeting held February 23, 1899 (page 5496 of the Proceedings), the resolution also requiring that the County Clerk of the County of Cook be directed to abate said amount of three hundred one-thousandths of one per centum from the amount levied and certified to him by the Clerk of this Board as the tax levy for 1899, and further that the Clerk of the Board transmit and certify to said County Clerk of the County of Cook a copy of said resolution, under seal of the Sanitary District, duly attested by the President of the Board of Trustees and Clerk of the District.

Mr. Carter, seconded by Mr. Eckhart, moved that the resolution be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Smyth—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE RESOLUTION:

"WHEREAS, The Sanitary District of Chicago heretofore and on the 23rd day of February, A. D. 1899, adopted its tax levy ordinance for its fiscal year A. D. 1899, by which it levied upon all the taxable property within the corporate limits of the Sanitary District of Chicago, for its corporate purposes, the sum of $5,080,116.70, which said sum would be the equivalent of a levy and extension of one and one-half per centum upon the taxable property within said Sanitary District of Chicago; and,

WHEREAS, The Clerk of said Sanitary District of Chicago, as he was by said tax levy ordinance directed, duly certified to the County Clerk of Cook County, Illinois, the amount and per centum so required by the said Sanitary District of Chicago for its corporate purposes aforesaid within the time and in the manner required by law; and,

WHEREAS, At the time of the adoption and passage of said ordinance there was in full force and effect an act entitled "An Act for the assessment of property and providing the means therefor and to repeal a certain Act therein named; approved February 25th, A. D. 1898." The 49th section of the act aforesaid among others contained the following provisions: "In "counties containing 125,000 or more inhabitants the amount to which any county, city, township, school district or municipal corporation shall be allowed to become indebted in any manner or for any purpose shall not hereafter exceed two and one-half per cent on the assessed value of the taxable property therein, to be ascertained by the last assessment for state and county taxes previous to the incurring of such indebtedness;" and,

WHEREAS, By reason of the portion of the Act above quoted, it was doubtful whether or not the said Sanitary District of Chicago could lawfully issue and thereafter negotiate bonds of said Sanitary District of Chicago to meet its accruing and existing obligations in any other manner than by taxation, which reason prompted the Board of Trustees of the said Sanitary District of Chicago

to levy the amount of taxes hereinbefore stated; and

WHEREAS, By the provisions of Section 2 of an Act entitled "An Act to provide for the manner of issuing warrants upon the Treasurer of any county, township, city, school district or other municipal corporation, and jurors' certificates. Approved May 31, 1879; in force July 1, 1879," it is provided:

"That whenever there is no money in the treasury of any county, township, city, school district or other municipal corporation to meet and defray the ordinary and necessary expenses thereof, it shall be lawful for the proper authorities of any county, township, city, school district, or other municipal corporation, to provide that warrants may be drawn and issued, against and in anticipation of the collection of any taxes, already levied by said authorities for the payment of the ordinary and necessary expenses of any such municipal corporation, to the extent of seventy-five per centum of the total amount of any said tax levy;" that in pursuance of the power and authority therein vested in the Board of Trustees, the necessity therefor existing, the said Board of Trustees of the said Sanitary District of Chicago has directed its President and Clerk to issue, and said President and Clerk have issued, tax warrants to the amount of seventy-five per centum of the sum that can be realized upon the assessed and equalized valuation of the property within said Sanitary District of Chicago at the rate of one and two hundred one-thousandths (1 200-1000) per centum; and,

WHEREAS, The Supreme Court of the State of Illinois, in the case of the People, ex rel. Stuckart, vs. Philip Knopf, County Clerk, did on the 12th day of January, A. D. 1900, in an opinion handed down in said cause, declare the said 49th section of the act of the Legislature aforesaid to be unconstitutional and void, by means whereof the said limitation upon the ability of the said Sanitary District of Chicago to become indebted to exceed two and one-half per centum on the assessed valuation of the property within the said Sanitary District of Chicago has been removed, and the act under which the said Sanitary District of Chicago was organized and is existing, permits the said Sanitary District of Chicago to issue bonds to the amount of five per centum upon the assessed valuation of the property within the said Sanitary District of Chicago, not, however, to exceed the total sum of $15,000,000.00, and by reason of the premises aforesaid it became, and is, not necessary to raise by taxation the full amount of money so levied by the tax levy ordinance aforesaid, for the reason that the said Sanitary District of Chicago, aforesaid, is enabled and can issue and sell a sufficient amount of bonds to meet its existing obligations and indebtedness, in connection with such amount as will be realized after the abatement of three hundred one-thousandths of one per centum of the said amount of one and one half per centum levied by the ordinance aforesaid; now, therefore, be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that the Sanitary District of Chicago does hereby abate from the amount of one and one-half per centum by it levied by the ordinance aforesaid, upon the taxable property within the corporate limits of the Sanitary District of Chicago, for the fiscal year A. D. 1899, the sum and amount of three hundred one-thousandths of one per centum, so that instead of causing to be extended one and one-half per centum upon said value of said property within the said Sanitary District of Chicago by the County Clerk of the County of Cook aforesaid, that the said County Clerk extend the sum and amount of one and two hundred one-thousandths of one per centum upon the said taxable property so assessed and equalized, as aforesaid, which will amount to four million sixty-four thousand ninety-three and thirty-six one-hundredths (4,064,093 36) dollars, being a rebate of one million sixteen thousand twenty-three and thirty-four one hundredths (1,016,023.34) dollars; and, be it further

Resolved, That the County Clerk of the County of Cook, State of Illinois, aforesaid, be and he is hereby directed to abate from the amount levied and certified to him by the Clerk of this Board, as the tax levy of the said Sanitary District of Chicago for the fiscal year A. D. 1899, the sum and amount of three hundred one-thousandths of one per centum; and, be it further

Resolved, That the Clerk of this Board do forthwith transmit and certify to said County Clerk of the County of Cook and State of Illinois, aforesaid, a copy of this preamble and resolutions, under the seal of the Sanitary District of Chicago, duly attested by the President of the Board of Trustees and the Clerk of the said Sanitary District of Chicago."

The following is

THE OPINION OF JOHN P. WILSON.

"CHICAGO, January 17, 1900.

To the Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have considered the question submitted by you, relative to your right to make a partial abatement of the taxes levied by the Sanitary District for the year 1899, and beg leave to say that, in my opinion, if for any cause which has arisen since the levy of said taxes said tax levy exceeds the amount required by the Sanitary District from the taxes for 1899, it would be competent for your Board to make an abatement of said taxes to the amount of such excess, and by resolution to request the County Clerk to extend the taxes of the Sanitary District on the tax warrant only for the amount of the tax levy less such abatement; provided, however, that such abatement shall not reduce the tax levy below an amount which would justify the issuing warrants payable out of said taxes to an amount equal to the outstanding warrants against said tax levy; that is to say, the tax levy after the abatement shall have been made should be such an amount that the warrants issued by the District payable out of said taxes shall not exceed seventy-five per cent thereof. Warrants payable out of the tax levy have been construed to be an equitable assignment of the taxes against which the warrants are drawn. The statute authorizing the issuing of the warrants limits the amount of such warrants to seventy-five per cent of the total amount of the tax levy against which they are issued. The parties receiving the warrants issued have a legal right to have the security provided by the statute kept unimpaired, namely, a margin of twenty-five per cent in the tax levy in excess of the warrants issued. I am clearly of the opinion that an abatement of the tax levy in accordance with the suggestion above made would in no wise jeopardise the collection of the taxes extended for the reduced amount.

Yours very truly,

(Signed) JOHN P. WILSON."

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Jones, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 24 1900

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, January 24, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting, held January 17, and of the adjourned session of the same, held January 19, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers:

* CONSTRUCTION ACCOUNT.

Gahan & Byrne, Section 18, force account	$ 3,187 80
Gahan & Byrne, Section 18, force account	6,894 48
	$10,082 28

*To be paid by warrants, with interest coupons attached, drawn against the tax levy for 1900.

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1108, Clerical Department (stationery) ..... $ 31 00

Mr. Kelly, seconded by Mr. Carter, moved that Requisition No. 1108, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT ON COMMUNICATION FROM MODESTO LENZI IN REFERENCE TO LEASE OF LAND ON SECTIONS B AND C.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, with reference to, and accompanied by, a communication from Modesto Lenzi, being a proposition for the lease of eighty acres of land on Sections B and C, said communication having been presented and referred to that Committee at a meeting held January 3, 1900 (page 6227 of the Proceedings), the report recommending that the President and Clerk be authorized and directed to execute a lease with said Modesto Lenzi in form submitted, all as set forth in the report.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred, at the meeting of the Board of Trustees held January 3, 1900, a communication from Modesto Lenzi, of Gary, Illinois, reports that the Committee, after considering the subject matter of said communication, has concluded to lease to Modesto Lenzi the lands heretofore leased to George F. and William Keller upon the same terms and conditions as are contained in the lease to the said Messrs. Keller, except that the sum specified as annual rental shall be paid in advance and shall be increased from the rate of three dollars ($3.00) per acre, contained in said lease, to the rate of three and one-half dollars ($3.50) per acre annually.

The Committee transmits herewith forms of lease to be executed by said Lenzi and recommends that the President of the Board of Trustees of the Sanitary District, and the Clerk of the District, be authorized and directed to execute same on behalf of the Sanitary District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH, *Chairman.*
JOS. C. BRADEN,
Z. R. CARTER,
FRANK WENTER,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

ADJOURNMENT TO SPECIAL TIME.

Mr. Carter, seconded by Mr. Kelly, moved that when this Board adjourns, it shall adjourn to meet Friday, January 26, 1900, at 2 o'clock P. M.

The motion prevailed unanimously and it was so ordered.

INVITATION TO ST. LOUIS OFFICIALS TO VISIT DRAINAGE CANAL.

Mr. Wenter presented and, seconded by Mr. Jones, moved the adoption of the following

RESOLUTION:

"*Resolved*, That the Board of Trustees of the Sanitary District of Chicago extend an invitation to the Mayor and the Commissioner of Health and other appropriate officials of the City of St. Louis to visit the Chicago Drainage Ship Canal on a tour of inspection for general information for the purpose of demonstrating the real condition of the water in said Canal, and for the further object of the possible development of a continuous deep waterway from the end of the Canal to the City of St. Louis and to the Gulf of Mexico.

Resolved further, That the Committee

on Federal Relations and Engineering be given full power to act in this matter."

On roll-call, on the motion for the adoption of the resolution, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Braden, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 26, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

The adjourned session of the four hundred and seventy second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Friday, January 26, 1900, at 2 o'clock P. M. pursuant to motion.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven members, were present.

President Boldenweck then called the Board to order

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Co. (By-pass Chicago River)	$ 2,997 36
McArthur Bros. Co. (Section O, Eight-track Bridge)	3,045 00
McArthur Bros. Co. (Section O, Eight-track Bridge)	1,909 09
McArthur Bros. Co. (Section O, Eight-track Bridge)	2,108 47
The Toledo Bridge Co. (Section K, Belt Railway Bridge)	2,310 00
Heldmaier & Neu (Section 17, sundries)	3,363 72
Geo. M. Huss (Pan Handle Bridge)	5,090 04
Shepard Stone Co. (Section 14, concreting)	259 49
Shepard Stone Co. (Section 18, crushed stone)	55 24
Sears, Humbert & Co. (cement)	1,093 50
E. S. McDonald (By-pass Chicago River	188 63
Hayes Bros. (Section N, force account)	448 62
Hayes Bros. (Section N, force account)	543 81
Gahan & Byrne (Section 18)	10,158 75

The J. G. Wagner Co. (Jefferson Street Bridge)	$ 12,500 00
The J. G. Wagner Co. (Cass Street Bridge)	12,500 00
The Canal Commissioners (labor, etc.)	2,863 47
Green's Dredging Co. (Collateral Channel)	2,120 00
	$ 63,555 19

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of the Canal Commissioners, for $2,863.47, on which he voted nay*), Carter, Jones (*except as to voucher in favor of the Canal Commissioners for $2,863 47, on which he voted nay*), Kelly, Smyth (*except as to vouchers in favor of Hayes Bros for $448 62 and $543 81 on which he voted nay*) and Wenter—seven (*except as above stated*) Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

OPENING OF BID FOR BONDS OF NINTH ISSUE.

The President then announced that in conformity with the advertisement inviting bids for the purchase of $1,000,000 4 per cent currency bonds of the District (being the ninth issue) the Board would now proceed to the opening and consideration of the bid received in response to said advertisement.

The Clerk then presented and read the joint bid received for the purchase of said bonds.

Mr. Jones, seconded by Mr. Braden, moved that the sale of the entire ninth issue of bonds be awarded jointly to the Merchants' Loan and Trust Company, The First National Bank, N. W. Harris & Co., Farson, Leach & Co., and the Illinois Trust and Savings Bank, all of Chicago, being the parties signing the bid above referred to.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

A SUMMARY OF THE BID FOR BONDS OF NINTH ISSUE ($1,000,000).

Opened January 26, 1900.

NAME AND ADDRESS OF BIDDER.		Amount Bid For.	Amount of Premium.	Aggregate Amount of Bid	Rate.	Amount Deposited with Bid.
The Merchants' Loan and Trust Company, Chicago The First National Bank, Chicago.. N. W. Harris & Co., Chicago Farson, Leach & Co., Chicago Illinois Trust and Savings Bank, Chicago	Jointly	$1,000,000	$11,750	$1,011,750	101.175	$30,500

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 31, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-third regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, January 31, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting, held January 24, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers :

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (By-pass, Chicago River)	$ 4,320 42
Lydon & Drews Company (Lake Front Park filling)	2,352 00
Lydon & Drews Company (Lake Front Park filling)	336 00
Lydon & Drews Company (Van Buren Street approach)	399 00
Lydon & Drews Company (Account, Reserve Percentage)	10,000 00
McArthur Bros. Company (Account, Reserve Percentage)	10,000 00
Hayes Bros. (Account, Reserve Percentage)	8,000 00

Heldmaier & Neu (Account, Reserve Percentage)	$ 9,000 00	
Gahan & Byrne (Account, Reserve Percentage)	40,000 00	
The J. G. Wagner Company (Jefferson Street Bridge)	1,801 19	
The J. G. Wagner Company (Jefferson Street Bridge)	144 77	
Heldmaier & Neu (Sec. 12, Romeo Driveway)	55 25	
Heggie Bros. (Sec. 12, concreting clay pockets)	28 15	
Fred. Boehme (Sec. 14, concreting break)	123 38	
Fred. Boehme (Sec. 18, Dam No. 1 and conduit)	134 67	
Barrett Hardware Company (Sec. 15, Bear Trap Dam)	17 84	
Wm. O'Connell (Sec. 15, Bear Trap Dam)	21 63	
George Whitty (Sec. 17, hauling)	184 50	
Wilcox Bros. (Sec. 17, Robey Street Bridge)	572 96	
Lee & Miller (Sec. 18, sundries)	359 04	
Geo. M. Campbell (Sec. 18, Cass Street Bridge)	240 00	
Strong, Bush & Handwerk (Sec. 18, hardware)	96 93	
W. H. Gardiner (Sec. 18, Dam No. 1)	98 00	
Economy Light and Power Company (Sec. 17, wall and crib)	1,490 68	
Thomas Moulding Company (Sec. 18, cement)	1,053 04	
James B. Clow & Sons (Sec. 18, pipe)	669 32	
Dolese and Shepard Company (Sec. 18, granite)	227 13	
Geo. A. Whelen (Sec. 18, Jefferson Street Bridge)	29 68	
Hercules Powder Company (Sec. K, Belt Ry. Co. Bridge)	56 00	
Geo. M. Huss (Sec. K, Belt Ry. Co. Bridge)	552 90	
H. O. Stone & Co., Agents (rent C. & A. freight office)	250 00	
Joseph F. Haas, Clerk (Sec. 12, concreting clay pockets)	958 23	
Joseph F. Haas, Clerk (Sec. 12, concreting clay pockets)	651 74	
Isham Randolph (By-pass superstructure)	1,171 26	
Chicago, Rock Island and Pacific Railway Company (Sec. 18, bridge)	124 17	
Chicago Junction Railway Company (Sec. O, bridge)	60 00	
Chicago Junction Railway company (Sec. O, bridge)	108 25	
C. T. T. R. R. Co. (Sec. O, bridge)	93 75	
C. T. T. R. R. Co. (Sec. E, bridge)	47 66	
C. T. T. R. R. Co. (Chicago River Bridge)	4,104 38	
Pennsylvania Company (By-pass, Chicago River)	227 00	
		$ 100,160 92

CLERICAL DEPARTMENT.

The Chicago Towel Supply Company (toweling)	$	7 50

GENERAL ACCOUNT.

Thos. S. Bell (expense)	$ 9 77	
The Ryan & Hart Company (printing)	2 50	
Thomas B. Banner (steam fitting)	8 03	
Chicago Journal (advertising)	10 35	
Boston Daily Advertiser (advertising)	14 00	
The Evening Post (advertising)	20 40	
Geo. W. Childs-Drexel (advertising)	14 90	
The Economist Publishing Company (advertising)	10 50	
Wood's Motor Cab Company (services)	20 00	
Sam. M. Burdett (expense)	100 00	
John R. Neely (services)	50 00	
		260 45

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, January, 1900)	$ 1,250 00	
Engineering Department (Division of Construction Roll, Jan., 1900)	7,924 75	
Engineering Department (Division of D. and D. Roll, January, 1900)	2,717 55	
Engineering Department (Division of Records Roll, January, 1900)	797 50	
Engineering Department (Discharge Roll, January, 1900)	83 33	
		12,773 13

Clerical Department (Clerk's Roll, January, 1900)		$ 1,055 84
Law Department (Attorney's Roll, January, 1900)	$ 1,468 34	
Law Department (Joliet Roll, January, 1900)	458 34	
		1,926 68
Treasury Department (Treasurer's Roll, January, 1900)		166 66
General Account (General Roll, January, 1900)	$ 475 00	
General Account (Special Roll, January, 1900)	109 50	
General Account (Special Discharge, January, 1900)	12 75	
General Account (Streams Examination, January, 1900)	135 00	
General Account (Trustees' Roll, January, 1900)	2,333 84	
		3,065 59
Police Department (Marshal's Roll, January, 1900)		2,676 59
Grand total		$ 122,093 36

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 1109, General Account (coal, Steamer Juliet)	$ 27 00
No. 1110, Clerical Department (stationery)	10 30

Mr. Kelly, seconded by Mr. Jones, moved that Requisitions Nos. 1109 and 1110, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

ANNUAL REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the year ending December 31, 1899, which, on motion of Mr. Carter, seconded by Mr. Smyth, was ordered printed and placed on file by unanimous consent.

"CHICAGO, January 2, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the year ending December 31, 1899.

The gross expenditures of the District for the year were $6,479,411.87, and aside from regular departmental expenses, among the other items, there was expended for construction work, $2,660,026.39; for purchase of right of way, etc., $17,102.23; for redemption of bonds, $680,000; for interest on bonds, $519,381; for redemption of warrants drawn against the Tax Levy of 1896, $1,337.30; of 1897, $16,542.78; of 1898, $1,875,701.18; for maintenance of pumping plants, $18,196.88, and for capitalization and maintenance of bridges, $261,548.20.

The gross receipts of the District for the year were $6,459,599.40, among the principal items of which the sum of $3,095,340.14 was for taxes for the year 1898, etc.; $348,699.51 for warrants drawn against the Tax Levy for 1898, and $2,968,176.81 for warrants drawn against the Tax Levy for 1899.

The expenses for the Clerical Department for the coming year will probably be about $13,000, and for the General Account about $60,000.

Of the total warrants issued against the various tax levies, the following amounts are still outstanding: against the 1896 levy, $11,372.05; against the 1898 levy, $8,084.80, and against the 1899 levy, the entire amount issued to date, being $2,968,176.81. Of those issued against the Tax Levy for 1897, all have now been redeemed.

The total amount of bonds issued from the organization of the District to date has not changed since my annual report one year ago, being $13,990,000, no bonds having been issued during the year, and of the total issue the sum of $3,630,000 has now been redeemed, leaving the sum of $10,360,000 still outstand-

ing. Of this total outstanding, the sum of $5,650,000 is bearing interest at 5 per cent.; the sum of $4,320,000 at 4½ per cent., and the sum of $390,000 at 3½ per cent. per annum, all being payable in currency.

As the assessed valuation of property determines the amount which we can realize from our tax levy, as well as fixes the legal limitation upon our bond issue, and, for the purpose of ready reference and comparison, I present in this connection the official figures showing the total value of all property in the territory known as the Sanitary District of Chicago since the District was organized and up to, and including, the year 1899, and in explanation of the seeming large discrepancy between the valuation for the latter year and those preceding, it is proper to note that the valuation for the year 1899 was made under the new assessment law providing a ratio of one-fifth actual value for assessment, while those of the previous years were made on a basis of one-tenth actual value.

The following are the total valuations for the years given, as equalized by the State Board of Equalization:

For the year 1890	$217,458,360
For the year 1891	254,011,212
For the year 1892	241,369,737
For the year 1893	242,438,304
For the year 1894	244,253,105
For the year 1895	240,144,952
For the year 1896	241,324,319
For the year 1897	229,485,977
For the year 1898	218,299,977
For the year 1899	338,674,447

I present herewith detailed statements showing the gross receipts and expenditures for the year 1899, and also from the organization of the District to December 31, 1899, together with a statement giving the actual net receipts and expenses of the District from date of organization to the close of 1899, from which it will be seen that the total net expenses to December 31, 1899, have been $32,074,734.07.

Of the net receipts, from date of organization, the sum of $10,360,000 was realized from bond issues outstanding, $18,748,708.54 from taxes collected; $11,372.05 from 1896 Tax Levy Warrants outstanding; $8,084.80 from 1898 Tax Levy Warrants outstanding, and $2,968,176.81 from 1899 Tax Levy Warrants outstanding, making a total of net receipts of $32,096,342.20, and leaving a cash balance of $5,008.13, and the sum of $16,600 held as emergency funds in the hands of department officials, as enumerated elsewhere.

As heretofore, to the before-mentioned tables, I have also added a bond statement, showing in detail various data in reference to the eight different issues of District bonds, and giving the time and amount of principal and interest maturing during the year, from which it will be seen that the sum of $32,500 will fall due on May 1, 1900; $362,775 on July 1, 1900; $132,500 on November 1, 1900, and $639,025 on January 1, 1901, or a total of $1,168,000 for the current year.

Attached hereto, and made a part of this report, are the tables referred to.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

SUMMARY OF

GROSS RECEIPTS AND EXPENDITURES—SANITARY DISTRICT OF CHICAGO—FOR 1899.

Receipts.

Balance on hand January 1, 1899		$ 24,820 60
Construction Account (sundries)	$ 16,462 61	
Engineering Department (uncalled for wages returned)	17 50	
Tax Account (taxes, 1898, etc)	3,095,340 14	
Interest Account (interest on bank balances)	3,582 19	
General Account (rent and telephone service)	659 51	
Police Department (proceeds sale of two prison cages)	$ 100 00	
Tax Levy, 1898 (warrants drawn against)	348,699 51	
Tax Levy, 1899 (warrants drawn against)	2,968,176 81	
Emergency Funds (returned on account of F. W. C. Hayes, Attorney)	4,221 83	
Land Account (sundries)	21,699 30	
Law Department (refunded court costs)	240 00	
Maintenance Account (proceeds sale of pumping machinery)	400 00	
Total		$ 6,459,599 40
Grand total		$ 6,484,420 00

Expenditures.

Engineering Department	$ 150,656 22	
Construction Account	2,660,026 39	
Clerical Department	12,903 89	
Treasury Department	2,035 45	
Law Department	48,485 60	
Land Account	17,102 23	
General Account	77,360 36	
Bond Account	680,000 00	
Interest and Premium Account	519,381 00	
Police Department	31,399 63	
Interest Account	61,204 75	
Tax Levy, 1896	1,337 30	
Tax Levy, 1897	16,542 78	
Tax Levy, 1898	1,875,701 18	
Emergency Funds	9,800 00	
Maintenance Account	18,196 88	
Capitalization and maintenance of bridges	261,548 20	
Special Commission	25,000 00	
Joseph F. Haas, Clerk	10,590 01	
Heldmaier & Neu	140 00	
Total		$ 6,479,411 87
*Cash balance December 31, 1899		5,008 13
Grand total		$ 6,484,420 00

*Adding to this cash balance of $5,008.13 the sum of $653,571.85, being the amount of outstanding regular warrants not yet presented to the Treasurer for payment, we have the sum of $658,579.98, which is the cash balance in the hands of the Treasurer, December 31, 1899, as shown by his report for the month of December, 1899 (see page 6234 of the Proceedings.

There are also emergency funds in the hands of department officials as follows:

Isham Randolph, Chief Engineer	$	3,000 00
Charles C. Gilbert, Attorney		6,000 00
Seymour Jones, Principal Assistant Attorney		300 00
A. R. Reynolds, Director Streams Examination		300 00
Joseph F. Haas, Clerk		5,000 00
Joseph F. Haas, Clerk (Force Account)		2,000 00
Total	$	16,600 00

SUMMARY OF

NET RECEIPTS AND EXPENSES—SANITARY DISTRICT OF CHICAGO—FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1899.

Net Receipts.

Bond Account	$ 10,360,000 00	
Tax Account	18,748,708 54	
Tax Levy, 1896	11,372 05	
Tax Levy, 1898	8,084 80	
Tax Levy, 1899	2,968,176 81	
Total net receipts		$ 32,096,342 20

Net Expenses.

Engineering Department	$ 1,372,731 54	
Construction Account	22,742,848 45	
Clerical Department	99,618 42	
Treasury Department	16,495 66	
Law Department	429,897 28	
Land Account	3,152,306 05	
General Account	485,127 82	
Interest Account	126,293 63	
Bond, Interest and Premium Account	2,950,618 42	
Police Department	263,786 90	
Maintenance Account	93,080 10	
Wier, McKechney & Co., Section F	22,118 14	
Angus & Gindele, Section E	12,854 79	
Streeter & Kenefick, Section E	5,020 02	
Halvorson, Richards & Co., Section E	2,258 64	
E. D. Smith & Co	2,400 00	
Capitalization and Maintenance of Bridges	261,548 20	
Special Commission	25,000 00	
Joseph F. Haas, Clerk	10,590 01	
Heldmaier & Neu	140 00	
Total net expenses		$ 32,074,734 07
Emergency Funds		16,600 00
Cash balance December 31, 1899		5,008 13
Grand total		$ 32,096,342 20

JOSEPH F. HAAS,
Clerk.

BOND STATEMENT

SHOWING TIME AND AMOUNTS OF PRINCIPAL AND INTEREST MATURING DURING THE YEAR 1900.

	Date of Issue.	Amount of Issue.	Date of First Payment of Principal.	Amount Outstanding Jan. 1, 1900.	Rate of Interest.	Amount of Interest due May 1, 1900.	Amount of Interest due July 1, 1900.	Amount of Principal due July 1, 1900.	Amount of Interest due Nov. 1, 1900.	Amount of Principal due Nov. 1, 1900.	Amount of Interest due Jan. 1, 1901.	Amount of Principal due Jan. 1, 1901.
First Issue	Nov. 1, 1892	$ 2,000,000	Nov. 1, 1893	$ 1,300,000	5 per cent	$ 32,500	.....	.....	$ 32,500	$100,000	.....	.....
Second Issue	Jan. 1, 1894	3,000,000	Jan. 1, 1895	2,100,000	5 per cent	.....	$ 52,500	.....	.....	.....	$ 52,500	$150,000
Third Issue	Aug. 1, 1894	3,000,000	July 1, 1895	2,250,000	5 per cent	.....	56,250	$150,000	.....	.....	52,500	.....
Fourth Issue	Feb. 1, 1895	4,000,000	Jan. 1, 1896	3,000,000	4½ per cent	.....	67,500	.....	.....	.....	67,500	200,000
Fifth Issue	Feb. 1, 1896	800,000	Jan. 1, 1897	640,000	4½ per cent	.....	14,400	.....	.....	.....	14,400	40,000
Sixth Issue	Jan. 15, 1897	800,000	Jan. 1, 1898	680,000	4½ per cent	.....	15,300	.....	.....	.....	15,300	40,000
Seventh Issue	July 1, 1898	200,000	June 30, 1918	200,000	3½ per cent	.....	3,500	.....	.....	.....	3,500	.....
Eighth Issue	Jan. 2, 1899	190,000	Jan. 1, 1919	190,000	3½ per cent	.....	3,325	.....	.....	.....	3,325	.....
Totals	.....	$ 13,990,000	.....	$ 10,360,000	.....	$ 32,500	$212,775	$150,000	$ 32,500	$100,000	$209,025	$430,000

RECAPITULATION.

Amount of interest due May 1, 1900	$ 32,500
Amount of interest and principal due July 1, 1900	362,775
Amount of interest and principal due November 1, 1900	132,500
Amount of interest and principal due January 1, 1901	639,025
Total amount of interest and principal due to January 1, 1901, inclusive	$ 1,166,800

CHICAGO, January 2, 1900.

(Signed) JOSEPH F. HAAS, *Clerk.*

GROSS RECEIPTS—SANITARY DISTRICT OF CHICAGO—

MONTHS—1899.	Construction Account.	Engineering Department.	Tax Account.	Interest Account.	General Account.
January					
February			$ 30,000 00	$ 12 38	$245 84
March			249,781 00	52 08	
April			665,598 73	579 06	10 88
May	$ 400 00		300,000 00	319 33	
June			300,000 00	305 12	
July	13,826 67		302,395 48	170 15	
August	75 00		300,000 00	214 44	
September	50 00		300,000 00	189 98	
October			300,000 00	189 55	
November	2,110 94	$17 50	300,000 00	747 10	
December			47,564 93	803 00	402 79
Totals	$16,462 61	$17 50	$3,095,340 14	$3,582 19	$659 51

GROSS EXPENDITURES—SANITARY DISTRICT OF CHICAGO—

MONTHS—1899.	Engineering Department.	Construction Account.	Clerical Department.	Treasury Department.	Law Department.	Land Account.	General Account.	Bond Account.	Interest and Premium Account.
January	$ 1,964 22	$ 109,815 91	$ 31 11		$ 6,760 87	$ 1,000 00	$ 3,737 33		
February	9,869 52	201,700 03	1,079 26	$ 166 66	3,586 35	487 95	3,846 85		
March	19,325 94	212,314 70	2,088 16	333 32	6,161 01	1,021 60	9,917 50		
April	2,636 51	89,432 52	36 09	15 25	1,565 55	8,672 94	1,361 09		
May	10,773 26	114,412 50	1,089 07	166 66	4,791 57	15 41	5,170 76		$ 35,000 00
June	21,112 90	193,442 11	2,117 75	333 33	5,631 35	2,618 34	9,830 20	$150,000 00	226,556 00
July	1,715 38	158,433 37	15 00	20 25	195 04	1,785 99	4,256 09		
August	23,714 30	215,141 22	2,125 57	333 33	6,153 54		10,925 22		
September	13,816 31	289,529 80	1,043 33	166 66	2,144 36		7,642 99		
October	1,385 57	285,023 13	45 46		2,093 94	1,500 00	2,770 19	100,000 00	35,000 00
November	28,113 45	349,436 66	2,149 67	333 33	5,678 83		12,239 96		
December	16,228 86	441,344 44	1,083 42	166 66	3,723 19		5,662 18	430,000 00	222,825 00
Totals	$150,656 22	$ 2,660,026 39	$ 12,903 89	$2,035 45	$ 48,485 60	$ 17,102 23	$77,360 36	$680,000 00	$519,381 00

CHICAGO, January 2, 1900.

ROM JANUARY 1, 1899, TO DECEMBER 31, 1899.

Police epartment.	Tax Levy, 1898.	Tax Levy, 1899.	Emergency Funds.	Land Account.	Law Department.	Maintenance Account.	Monthly Totals.
.....	$123,996 24	.....	$4,221 83	$ 62 80	.....	.....	$ 128,280 87
.....	224,703 27	.....	.....	.....	.....	.....	254,961 49
.....	.....	$ 259,810 46	.....	30 00	.....	.....	509,673 54
.....	.....	137,934 44	.....	100 00	$240 00	.....	804,463 11
.....	.....	199,002 13	.....	.....	.....	.....	499,721 46
.....	.....	388,507 97	.....	15 00	.....	.....	688,828 09
.....	.....	166,283 91	.....	112 50	.....	.....	483,788 71
.....	.....	314,401 05	.....	.....	.....	.....	614,690 49
.....	.....	323,745 74	.....	.....	.....	.....	623,985 72
$100 00	.....	292,591 41	.....	212 50	.....	$400 00	593,493 46
.....	.....	412,883 26	.....	9,787 50	....	....	725,495 80
.....	.....	473,066 44	.....	11,379 00	.....	.....	533,216 16
$190 00	$348,699 51	$2,968,176 81	$4,221 83	$21,699 30	$240 00	$400 00	$6,459,599 40

ROM JANUARY 1, 1899, TO DECEMBER 31, 1899.

Police Department.	Interest Account.	Tax Levy, 1896.	Tax Levy, 1897.	Tax Levy, 1898.	Emergency Funds.	Maintenance Account.	Capitalization and Maintenance of Bridges.	Special Commission.	Joseph F. Haas, Clerk.	Heldmaier & Neu.	Monthly Totals.
395 50	$ 3 11	.....	$ 69 36	.....	.....	$ 291 30	.....	.....	.....	....	$ 124,068 71
2,490 46	41 10	.....	1,354 42	.....	.....	1,476 19	.....	.....	.....	....	226,098 79
5,032 34	.....	.....	.....	.....	$2,000	1,615 89	.....	.....	.....	....	259,810 46
107 05	12,357 19	.....	.....	$ 286,233 68	.....	899 84	$ 33,207 60	.....	.....	....	436,525 31
2,489 80	24,022 68	.....	119 00	698,556 74	.....	1,400 02	58,954 50	.....	.....	....	956,961 97
4,824 48	405 42	$ 1,337 30	.....	10,472 49	.....	3,038 39	121,795 10	$25,000	.....	....	778,515 16
159 26	8,961 74	.....	.....	279,682 20	300	839 34	.....	.....	.....	...	456,363 66
4,840 68	6,189 77	.....	.....	235,748 69	.....	2,577 11	47,591 00	.....	$ 2,606 90	....	557,947 33
2,721 28	9,078 51	.....	....	361,940 38	2,000	1,694 77	.....	.....	4,091 45	....	695,869 84
165 90	.....	.....	.....	.....	.....	411 10	.....	.....	.....	....	428,395 29
5,410 27	13 55	.....	.....	567 00	5,500	2,376 18	....	.....	2,311 01	$140	414,269 91
2,762 61	131 68	.....	15,000 00	2,500 00	.....	1,576 75	.....	.....	1,580 65	....	1,144,585 44
31,399 63	$61,204 75	$ 1,337 30	$16,542 78	$ 1,875,701 18	$9,800	$18,196 88	$261,548 20	$25,000	$10,590 01	$140	$ 6,479,411 87

GROSS RECEIPTS—SANITARY DISTRICT OF CHICAGO—FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1899.

YEAR.	Engineering Department.	Construction Account.	Loans.	Tax Account.	Bond Account.	Bond Interest and Premium Account.	Law Department.	Land Account.	Interest Account.	General Account.	Police Department.	Tax Levy 1895.	Tax Levy 1896.	Tax Levy 1897.	Tax Levy 1898.	Tax Levy 1899.	Emer Fu
1890			$ 75,000 00						$ 100 85								
1891	$ 1,583 33		25,000 00	$ 957,260 78					6,053 79								
1892	348 00			1,022,349 75	$ 1,010,000 00	$ 17,240 63		$ 1,176 50	26,029 18	$ 20 00							
1893	1,284 74			1,167,097 26	990,000 00	25,920 33		2,445 65	51,626 99	1,320 00							
1894	364 00	$ 80,041 60		1,148,607 21	6,000,000 00	84,778 38	$ 1,790 00	31,682 88	47,127 86	4,976 00							
1895	681 08	1,513 98		1,173,750 05	4,000,000 00	22,095 89	1,500 00	10,175 00	48,093 13	1,844 50		$ 1,278,154 53					
1896	3,044 71			3,471,144 90	800,000 00	12,296 35			9,482 86	814 65		1,423,059 24	$ 2,455,425 37				$
1897	9,867 92	5,020 02		3,458,813 71	800,000 00	17,168 00	32 67	422 65	14,473 90	428 00	$ 182 30		127,603 97	$ 2,190,543 49			1,
1898		4 12		3,263,160 54	390,000 00	14,559 00		1,779 89	7,180 40	565 51	250 00			388,440 73	$ 1,535,086 47		7,
1899	17 50	16,462 61		3,095,340 14			240 00	21,699 30	3,582 19	659 51	100 00				348,699 51	$ 2,968,176 81	4,
Totals	$ 17,191 28	$ 103,042 33	$ 100,000 00	$ 18,757,524 34	$ 13,990,000 00	$ 194,058 58	$ 3,562 67	$ 69,381 87	$ 213,751 15	$ 10,628 17	$ 532 30	$ 2,701,213 77	$ 2,583,029 34	$ 2,578,984 22	$ 1,883,785 98	$ 2,968,176 81	$ 13,

GROSS EXPENDITURES—SANITARY DISTRICT OF CHICAGO—FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1899.

YEAR.	Engineering Department	Construction Account.	Clerical Department.	Treasury Department.	Interest on Loans.	Loans.	Law Department.	Land Account.	General Account.	Bond Account.	Bond Interest and Premium Account.	Police Department.	Tax Account.	Interest Account.	Tax Levy, 1895.	Tax Levy, 1896.	Tax Levy, 1897.	Tax Levy, 1898.	Emergency Fund.	Maintenance Account.	Weir, McKechney & Co., Sec. F.	Angus & Gindele, Sec. E.	Streeter & Kenefick, Sec. E.	Halvorson, Richards & Co., Sec. E.	E. D. Smith & Co.
1890	$ 61,407 93		$ 2,912 81	$ 96 00					$ 3,232 59																
1891	65,999 07		8,818 97		$2,163 52	$100,000 00	$ 33,220 72		57,956 44																
1892	132,621 12	$ 151,371 97	7,730 02	1,880 26			39,567 37	$ 587,972 13	41,126 13																
1893	154,631 54	2,097,816 44	9,180 32	2,019 50			60,754 25	1,293,687 76	50,189 26	$ 100,000 00	$ 100,000 00	$ 20,148 71													
1894	185,496 30	4,858 147 97	10,829 94	2,053 40			45,502 80	525,501 74	55,918 65	250,000 00	307,500 00	51,184 05													
1895	175,307 46	5,807,419 51	10,956 78	2,051 21			40,045 48	117,437 47	55,900 07	600,000 00	543,750 00	47,884 36													
1896	193,051 96	4,079,836 92	12,066 23	2,194 16			37,740 15	35,592 90	49,058 07	640,000 00	562,750 00	45,150 12	$ 91 00	$ 73,270 52	$ 2,701,213 77				$ 7,500 00	$ 34,968 58	$ 12,500 00	$ 6,438 94			
1897	151,244 28	1,951,352 06	12,002 40	2,061 78			55,680 41	269,218 28	60,399 45	680,000 00	569,446 00	36,388 61	1 18	100,063 48		$ 2,524,190 98			6,500 00	17,092 80	9,432 89	6,539 30	$ 5,020 02		
1898	119,506 94	1,239,919 52	12,217 06	2,103 90			72,463 17	375,175 41	44,614 97	680,000 00	541,850 00	32,163 72	8,723 62	103,342 51		46,129 01	$ 2,562,441 44		6,360 00	23,221 84	502 55			$ 2,258 64	$ 2,400 00
1899	150,656 22	2,660,026 39	12,903 89	2,035 45			48,485 60	17,102 23	77,360 36	680,000 00	519,381 00	31,399 63		61,204 75		1,337 30	16,542 78	$ 1,875,701 18	9,800 00	18,196 88					
Totals	$ 1,389,922 82	$ 22,845,890 78	$ 99,618 42	$ 16,495 66	$2,163 52	$100,000 00	$433,459 95	$ 3,221,687 92	$495,755 99	$ 3,630,000 00	$ 3,144,677 00	$264,319 20	$8,815 80	$337,881 26	$ 2,701,213 77	$ 2,571,657 29	$ 2,578,984 22	$ 1,875,701 18	$ 30,100 00	$ 93,480 10	$ 22,435 44	$ 12,978 24	$ 5,020 02	$ 2,258 64	$ 2,400 00

Cash balance December 31, 1899.....

Grand total.....

CHICAGO, January 2, 1900.

GROSS RECEIPTS—SANITARY DISTRICT OF CHICAGO—FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1899.

	Engineering Department.	Construction Account.	Loans.	Tax Account.	Bond Account.	Bond Interest and Premium Account.	Law Department.	Land Account.	Interest Account.	General Account.	Police Department.	Tax Levy 1895.	Tax Levy 1896.	Tax Levy 1897.	Tax Levy 1898.	Tax Levy 1899.	Emergency Funds.	Weir, McKechney & Co.	Angus & Gindele.	Maintenance Account.	Annual Totals.
.....	.....	.....	$ 75,000 00	.....	.....	.....	.....	.....	$ 100 85	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 75,100 85
.....	$ 1,583 33	.....	25,000 00	$ 957,260 78	.....	.....	.....	.....	6,053 79	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	989,897 90
.....	348 00	.....	.....	1,022,349 75	$ 1,010,000 00	$ 17,240 63	.....	$ 1,176 50	26,029 18	$ 20 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,077,164 06
.....	1,284 74	.....	.....	1,167,097 26	990,000 00	25,920 33	.....	2,445 65	51,626 99	1,320 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,239,694 97
.....	364 00	$ 80,041 60	.....	1,148,607 21	6,000,000 00	84,778 38	$ 1,790 00	31,682 88	47,127 86	4,976 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7,399,367 93
.....	681 08	1,513 98	.....	1,173,750 05	4,000,000 00	22,095 89	1,500 00	10,175 00	48,093 13	1,844 50	.....	$ 1,278,154 53	.....	.....	.....	.....	.....	.....	.....	.....	6,537,808 16
.....	3,044 71	.....	.....	3,471,144 90	800,000 00	12,296 35	.....	.....	9,482 86	814 65	.....	1,423,059 24	$ 2,455,425 37	.....	.....	.....	$ 500 00	.....	.....	.....	8,175,768 08
.....	9,867 92	5,020 02	.....	3,458,813 71	800,000 00	17,168 00	32 67	422 65	14,473 90	428 00	$ 182 30	.....	127,603 97	$ 2,190,543 49	.....	.....	1,500 00	$ 273 32	.....	.....	6,626,329 95
.....	.....	4 12	.....	3,263,160 54	390,000 00	14,559 00	.....	1,779 89	7,180 40	565 51	250 00	.....	.....	388,440 73	$ 1,535,086 47	.....	7,278 17	43 98	$ 123 45	.....	5,608,472 26
.....	17 50	16,462 61	.....	3,095,340 14	.....	.....	240 00	21,699 30	3,582 19	659 51	100 00	.....	.....	.....	348,699 51	$ 2,968,176 81	4,221 83	.....	.....	$ 400 00	6,459,599 40
.....	$ 17,191 28	$ 103,042 33	$ 100,000 00	$ 18,757,524 34	$ 13,690,000 00	$ 194,058 58	$ 3,562 67	$ 69,381 87	$ 213,751 15	$ 10,628 17	$ 532 30	$ 2,701,213 77	$ 2,583,029 34	$ 2,578,984 22	$ 1,883,785 98	$ 2,968,176 81	$ 13,500 00	$ 317 30	$ 123 45	$ 400 00	$ 46,189,203 56

GROSS EXPENDITURES—SANITARY DISTRICT OF CHICAGO—FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1899.

ury rt- t.	Interest on Loans.	Loans.	Law Department.	Land Account.	General Account.	Bond Account.	Bond Interest and Premium Account.	Police Department.	Tax Account.	Interest Account.	Tax Levy, 1895.	Tax Levy, 1896.	Tax Levy, 1897.	Tax Levy, 1898.	Emergency Fund.	Maintenance Account.	Weir, McKechney & Co., Sec. F.	Angus & Gindele, Sec. E.	Streeter & Kenefick, Sec. E.	Halvorson, Richards & Co., Sec. E.	E. D. Smith & Co.	Capitalization and Maintenance of Bridges.	Special Commission.	Joseph F. Haas, Clerk.	Heldmaier & New.	Annual Totals.
00	.....	.....	.....	.....	$ 3,232 59	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 67,649 33
.....	$2,163 52	$100,000 00	$ 33,220 72	.....	57,956 44	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	268,158 72
26	.....	.....	39,567 37	$ 587,972 13	41,126 13	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	962,269 00
50	.....	.....	60,754 25	1,293,687 76	50,189 26	$ 100,000 00	$ 100,000 00	$ 20,148 71	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3,888,427 78
40	.....	.....	45,502 80	525,501 74	55,918 65	250,000 00	307,500 00	51,184 05	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	6,292,134 85
21	.....	.....	40,045 48	117,437 47	55,900 07	600,000 00	543,750 00	47,884 36	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7,400,752 34
16	.....	.....	37,740 15	35,592 90	49,058 07	640,000 00	562,750 00	45,150 12	$ 91 00	$ 73,270 52	$ 2,701,213 77	.....	.....	.....	$ 7,500 00	$ 34,968 58	$ 12,500 00	$ 6,438 94	.....	.....	.....	.....	.....	.....	.....	8,493,423 32
78	.....	.....	55,680 41	269,218 28	60,399 45	680,000 00	569,446 00	36,388 61	1 18	100,063 48	.....	$ 2,524,190 98	.....	.....	6,500 00	17,092 80	9,432 89	6,539 30	$ 5,020 02	.....	.....	.....	.....	.....	.....	6,456,633 92
90	.....	.....	72,463 17	375,175 41	44,614 97	680,000 00	541,850 00	32,163 72	8,723 62	103,342 51	.....	46,129 01	$ 2,562,441 44	.....	6,360 00	23,221 84	502 55	.....	.....	$ 2,258 64	$ 2,400 00	.....	.....	.....	.....	5,875,334 30
45	.....	.....	48,485 60	17,102 23	77,360 36	680,000 00	519,381 00	31,399 63	.....	61,204 75	.....	1,337 30	16,542 78	$ 1,875,701 18	9,800 00	18,196 88	.....	.....	.....	.....	.....	$261,548 20	$ 25,000 00	$ 10,590 01	$ 140 00	6,479,411 87
66	$2,163 52	$100,000 00	$433,459 95	$ 3,221,687 92	$495,755 99	$ 3,630,000 00	$ 3,144,677 00	$264,319 20	$8,815 80	$337,881 26	$ 2,701,213 77	$ 2,571,657 29	$ 2,578,984 22	$ 1,875,701 18	$ 30,100 00	$ 93,480 10	$ 22,435 44	$ 12,978 24	$ 5,020 02	$ 2,258 64	$ 2,400 00	$261,548 20	$ 25,000 00	$ 10,590 01	$ 140 00	$ 46,184,195 43
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	5,008 13
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 46,189,203 56

)Signed) JOSEPH F. HAAS, *Clerk.*

REPORT IN REFERENCE TO RELEASE OF BOND ON CONTRACT FOR SUBSTRUCTURE OF WIRE MILLS ROAD BRIDGE CROSSING RIVER DIVERSION ON SECTION 16.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to the release of the surety on the bond of Messrs. Hayes Bros. on the contract for the substructure of Wire Mills Road Bridge crossing River Diversion on Section 16, the report recommending that the surety on said bond be released from further liability, the contractors, however, to remain liable thereon.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance have had under consideration the advisability of releasing the sureties on the bond of Messrs. Hayes Brothers, given by said firm for the faithful performance of the work for excavating foundations, concrete work, excavation of all masonry and raising one span of bridge for the Wire Mills Road Bridge, on Contract Section 16, and herewith report that the final certificate of the Chief Engineer of the District, date April 24, 1899, was awarded said firm on the 10th of May, 1899 (page 5695 of the Proceedings), and final payment made thereunder, for which a receipt was duly taken by the Clerk of the District.

The Committee, therefore, recommend that the surety on the bond of the said Messrs. Hayes Brothers be released from further liability thereon, the contractors, however, to remain liable.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
Committee on Finance."

REPORT IN REFERENCE TO SETTLEMENT OF JUDGMENT IN CASE OF BATES MACHINE COMPANY VS. SANITARY DISTRICT ET AL., IN ACCORDANCE WITH COURT DECREE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the decree of the Circuit Court of Will County in the suit of Bates Machine Company vs. Sanitary District of Chicago, P. J. Sexton, Ezekiel Smith, Joseph Eastman, et al., in which plaintiff claimed an interest in certain moneys in the hands of the Sanitary District earned by Smith & Eastman on contract for Section 14; the report setting forth that the decree of said court had been affirmed by both the Appellate and Supreme Court, and recommending that the Clerk pay to said Bates Machine Company the sum of $4,507.75 on their executing a satisfaction of said decree, and that the Clerk also pay to Frank Vander Bogart, Clerk of the Circuit Court of Will County, the sum of $14.55 costs, in accordance with said decree, said amounts to be charged to the account of Smith & Eastman.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, January 30, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that a bill in chancery was filed in the Circuit Court of Will County by the Bates Machine Company vs. The Sanitary District of Chicago, Patrick J. Sexton, Ezekial Smith, Joseph Eastman, Dion Geraldine, et al., in which the plaintiff claimed an interest in certain moneys in the hands of the Sanitary District, earned by Smith & Eastman on their contract for the excavation of Section 14 of the Main Channel.

This case was brought in the Circuit Court of Will County and a decree rendered in favor of said Bates Machine

Company for $3,960.00 and directing the payment of said sum by the said Sanitary District of Chicago within ten days from the date of the entry of said decree, together with one-half of the costs of the suit, out of the moneys of Smith & Eastman then held by the District. The decree was entered on the 10th day of May, 1897, an appeal was taken to the Appellate Court, and also from the Appellate Court to the Supreme Court, and in both cases said decree was affirmed. This decree bears interest at the rate of five (5) per cent from May 20th, 1897, making the amount of interest due on same five hundred and thirty dollars ($530.00). There is also seventeen dollars and seventy-five cents ($17.75) costs due the plaintiff, making a total of forty-five hundred and seven dollars and seventy-five cents ($4,507.75) due said Bates Machine Company; and fourteen dollars and fifty-five cents ($14.55) due to Frank Vander Bogart, Clerk of the Circuit Court of Will County.

Your Committee, therefore, recommends that the Clerk pay to said Bates Machine Company the sum of forty-five hundred and seven dollars and seventy-five cents ($4,507.75), upon their executing a satisfaction of said decree against the Sanitary District of Chicago; and that the Clerk pay to Frank Vander Bogart, Clerk of the Circuit Court of Will County, fourteen dollars and fifty-five cents ($14.55) costs, in accordance with said decree, and that said amounts so paid shall be charged to the account of Smith & Eastman.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
B. A. ECKHART,
Z. R. CARTER,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO LIABILITY OF DISTRICT FOR DAMAGES RESULTING FROM DREDGING AND INCREASING CURRENT OF CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, an order from the Committee on Engineering in reference to, and accompanied by, the opinion of General Counsel John S. Runnells and Attorney P. C. Haley as to the liability of the District for damages which may be caused to riparian owners on the Chicago River resulting from the dredging and consequent increase of current; the report recommending that said opinion be printed in the proceedings of the Board.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, January 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents an opinion furnished by the Legal Department of the Sanitary District touching the question of the liability of the District for damages caused to riparian owners on the Chicago River, resulting from the dredging of the river and increased current of the same consequent upon the opening of the Main Channel; and your Committee, therefore, recommends that said opinion be spread upon the records and printed in the Proceedings of the Board of Trustees of the Sanitary District of Chicago.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
B. A. ECKHART,
J. C. BRADEN,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE OPINION:

"January 29, 1900.

To the Honorable, the Committee on Engineering:

GENTLEMEN—Our opinion is asked as to whether or not the Sanitary District of Chicago is liable for damages which private property has or may sustain by the erosion of the banks of the Chicago

River as a consequence of the deepening and cleaning of the river bed and the consequent acceleration of the current of the stream by that and other improvements made by the District.

The organic act of the Sanitary District of Chicago contains ample power and authority to it to enter upon, widen, deepen, and otherwise improve any navigable waterway or other stream or lake lying within the territory of the District. Therefore, what was done by the Sanitary District of Chicago in the Chicago River was done by authority of law, the Chicago River being a navigable stream both in law and in fact. The State has the right to improve the river for purposes of navigation by dredging and cleaning the same, even if the consequence of it would be the weakening of the support of the banks of the stream. The State may delegate that power to any agency by it created, as it has done in this instance.

The owners of private property on the banks or shore of a navigable stream acquire such property with the knowledge of the fact that from time to time public authorities, in the interests of navigation, will improve the waterway, and whatever inconvenience or loss such private property may sustain by reason of such improvement must be borne by them and not the public.

Our opinion, therefore, is that the Sanitary District of Chicago is not liable to the owners of wharves, docks or other property along said stream which may be damaged or rendered insecure by the work of the Sanitary District in improving the Chicago River.

Respectfully submitted,

(Signed) J. S. RUNNELLS,
P. C. HALEY.

OPEN COMMITTEE MEETINGS.

Mr. Carter, seconded by Mr. Eckhart, moved that hereafter all meetings of committees be open to the public.

Mr. Jones moved as an amendment that all standing committees of this Board be directed hereafter to admit to their sessions, at all regular and special meetings, representatives of the press and that no committee shall have the discretion to suspend this privilege.

Mr. Kelly, seconded by Mr. Braden, moved as a substitute that hereafter all meetings of committees be held in the Board room and that they shall be open to the public.

On roll-call on the substitute motion of Mr. Kelly the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly and Wenter—five. Nays—Messrs. Boldenweck, Jones and Smyth—three.

Upon this result the President declared the substitute motion of Mr. Kelly carried.

ORDER FOR INVESTIGATION AS TO CURRENT THROUGH CHICAGO RIVER.

Mr. Jones presented, and seconded by Mr. Smyth, moved the adoption of an order that the Committee on Engineering be directed to immediately begin investigation as to the velocity of current created by the statutory flow through the Chicago River and, if it be found that the velocity at the various center pier bridges be such as to impede or become obstructive to navigation, to report to this Board the various points at which such conditions exist, with an estimate as to the cost of removing the center pier bridges at these points and erecting bascule bridges in lieu thereof, that the legal flow of water may be secured without unreasonable interference with the interest of navigation.

Mr. Carter, seconded by Mr. Eckhart, moved, as an amendment, that type written copies of the order be furnished to members of the Board and that the order be referred to the Committee on Engineering.

After some discussion Mr. Carter, seconded by Mr. Eckhart, then moved as a substitute for the whole matter that the Engineering Department be directed to make a careful survey of the Chicago River and report to the Board on the conditions as they exist.

On roll-call, on the motion of Mr. Carter as a substitute for the whole, the vote stood: Yeas—Messrs. Braden, Carter and Eckhart—three. Nays—Messrs. Boldenweck, Jones, Kelly, Smyth and Wenter—five.

Upon this result the President declared the motion on the substitute lost.

On roll-call, on the motion to amend by referring to the Committee on Engineering, the vote stood: Yeas—Messrs. Boldenweck, Carter and Eckhart—three. Nays—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five.

Upon this result the President declared the motion to amend lost.

On roll-call, on the original motion of Mr. Jones for the adoption of the order, the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Smyth and

Wenter—six. Nays—Messrs. Carter and Eckhart—two.

Upon this result the President declared the order adopted.

The following is

THE ORDER:

"WHEREAS, The official permit of the Secretary of War, issued May 8th, 1899, allowing the Sanitary District of Chicago to divert the waters of Lake Michigan and the Chicago River into the Main Drainage Channel is conditional in its character and provides, in Sections 2 and 3 of said permit, as follows:

'If, at any time, it become apparent that the current created by such drainage works in the south and main branches of Chicago River be unreasonably obstructive to navigation or injurious to property, the Secretary of War reserves the right to close said discharge through said channel or to modify it to such an extent as may be demanded by navigation and property interests along said Chicago River and its South Branch.

'The Sanitary District of Chicago must assume all responsibility for damages to property and navigation interests by reason of the introduction of a current in the Chicago River'; and,

WHEREAS, It is contended by many that the diversion down the Drainage Channel of the volume of water required by the Sanitary District act will create such a velocity of current in the Chicago River as to seriously impede navigation at several points, and particularly at, and through, the aperture of various center pier bridges now crossing said Chicago River; therefore be it

Ordered, By the Board of Trustees of the Sanitary District of Chicago that the Committee on Engineering be, and is hereby, directed to immediately begin investigation as to the velocity of current created by the statutory flow of water through the Chicago River, and if it be found that the velocity of such current at and through the various center pier bridges across said river be such as to impede or become unreasonably obstructive to navigation, then and in that case to report to this Board the various points at which such conditions may exist, together with an estimate of the cost of removing the center pier bridges at these points and erecting in lieu thereof bridges of the bascule type in order that the legal flow of water may be secured for Sanitary District purposes without unreasonable interference with the interest of navigation."

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Carter, the Board then adjourned.

Joseph E. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 7, 1900.

OFFICIAL RECORD.
Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, February 7, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the adjourned meeting held January 26th, 1900, and of the regular meeting held January 31, 1900, were approved as printed on motion of Mr. Kelly, seconded by Mr. Carter.

REQUISITION.

The Clerk presented the following requisition:

No. 1111, General Account (supplies steamer "Juliet")..... $10.83

Mr. Kelly, seconded by Mr. Jones, moved that Requisition No. 1111, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented a report showing the number of persons in the employ of the District for the month ending January 31, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I beg leave to report herewith the number of employes in each department for the month ending January 31, 1900, as the same have been reported to me:

Engineering department	98
Clerical department	5
Law department	8
Treasury department	1
Police department	28
General	5
Total employes	145

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

REPORT IN REFERENCE TO DELIVERY OF NINTH ISSUE OF BONDS.

The Clerk presented a report transmitting the receipt of the Treasurer of the District for one million dollars of four per cent. bonds, being the ninth issue, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to report that on February 5, 1900, I delivered to F. M. Blount, Treasurer of the Sanitary District, one million (1,000,000) dollars of four per cent. bonds of the District (being the entire ninth issue), the Treasurer's receipt for the same being hereto attached, said bonds having been duly signed by the President and Clerk and sealed with the seal of the District, complete and ready for delivery to the purchasers, the same being bonds issued under the ordinance passed by the Board of Trustees at the meeting held January 17, 1900 (page 6238 of the Proceedings.)

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

(One enclosure).

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of January, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 658,579 98
From J. F. Haas, Clerk, account of August Gindele	$ 12,854 79	
From J. F. Haas, Clerk, account of Tax Levy, 1900	752 58	
From J. F. Haas, Clerk, account of Tax Levy, 1900	226 25	
From J. F. Haas, Clerk, account of Construction Account	141 98	
From J. F. Haas, Clerk, account of Land Account	90 00	
Total cash received for month		$ 14,065 60
		$ 672,645 58

Disbursements.

Clerical Department	$ 47 84
Engineering Department	416 75
Construction Account	257 28
Law Department	77 80
General Account	332 20
Police Department	78 55
Maintenance Account	57 92
Bond Account	430,000 00
Interest and Premium Account	223,825 00

Tax Warrants Paid, Levy 1898	$ 7,500 00	
Interest Paid on Tax Warrants	199 73	
Total cash disbursed,		$ 661,793 07
Balance this date, in banks		10,852 51
		$ 672,645 58

CHICAGO, February 6, 1900.

(Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*

APPROVAL OF REDUCED BOND ON CONTRACT FOR SUPERSTRUCTURE OF KEDZIE AVENUE BRIDGE ACROSS MAIN CHANNEL ON SECTION N.

Mr. Carter presented, and the Clerk read, a report from the Committee on Finance in regard to the acceptance of a bond in the sum of $2,000 furnished by the King Bridge Company of Cleveland, Ohio, contractors for the superstructure of the Kedzie Avenue Bridge across the Main Channel on Section N, in lieu of the original bond given by said contractors on said contract; the report being accompanied by said reduced bond in duplicate, and recommending that the Board of Trustees approve the same and that the surety on the original bond be released, the contractors, however, to remain liable thereon.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that the King Bridge Company of Cleveland, Ohio, has submitted a bond in the sum of two thousand ($2,000.00) dollars, with the City Trust Safe Deposit and Surety Company of Philadelphia as surety thereon, which it desires be accepted in lieu of the bond now on file with the contract of said company for the construction of the superstructure for the Kedzie Avenue bridge crossing Section "N" of the Main Channel.

The Committee advises that it has examined said bond and finds that the same is in proper form and that the surety thereon is sufficient.

The Committee therefore recommends that the Board of Trustees approve said bond and that the surety on the original bond be released; provided, however, that the contractors continue to remain liable thereon.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
A. J. JONES,
Committee on Finance."

(Two enclosures.)

REPORT IN REFERENCE TO REDUCTION OR RELEASE OF BONDS ON CONTRACTS FOR SUPERSTRUCTURE OF LEMONT, ROMEO, SUMMIT & LYONS AND WILLOW SPRINGS HIGHWAY BRIDGES; ON CONTRACT FOR SUPERSTRUCTURE FOR C., M. & N. R. R. BRIDGE; AND ON CONTRACTS FOR EXCAVATION OF SECTIONS E, K AND C.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to the propriety of reducing or releasing the sureties on the bonds of C. L. Strobel on the contracts for the superstructure for the Lemont, Romeo, Summit & Lyons and Willow Springs Highway bridges, the bond of the Toledo Bridge Company on the contract for the superstructure for the C., M. & N. R. R. bridge, the bond of Halvorson, Richards & Co. on the contract for the excavation of Section E, the bond of Christie & Lowe on the contract for the excavation of Section K, and the bond of the Western Dredging and Improvement Company on the contract for the excavation of Section C, the report being accompanied by various communications in reference to above

matters, and recommending that the surety on the bonds of C. L. Strobel on the contracts for the superstructures of the before mentioned highway bridges be released; that the surety of the Toledo Bridge Company on the contract for the superstructure of the C., M. & N. R. R. bridge before mentioned be released; that the bond of Halvorson, Richards & Co. on the contract for work on Section E be reduced to $5,000; that the surety on the bond of Christie & Lowe for work on Section K be released; that the bond of the Western Dredging and Improvement Company on the contract for Section C be continued in full force and effect, and that in all the above cases releasing the surety on the bonds the contractors in each case shall remain liable thereon.

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance has received from the Attorney a communication touching several questions as to the propriety of reducing and releasing the bonds of certain contractors named in said communication. From the investigations made it appears that the contracts of C. L. Strobel for work done by him on the Lemont, Romeo, Summit & Lyons and the Willow Springs Highway Bridges have all been completed and final certificates awarded for each portion of said work (see Proceedings, pages 5940-41 and page 6029).

No claims appear on file with the District against said Strobel as to any portion of said work. The Attorney recommends the releasing of the said bonds.

As to the contract of the Toledo Bridge Company for work done on the superstructure of the Chicago, Madison and Northern R. R. Bridge, final payment was made thereon on May 24, 1899 (page 5813 of the Proceedings).

No claims appear on file against the contract. It is recommended by the Attorney that the bond be released.

In the matter of the contract for work on Section "E", undertaken by Halvorson, Richards & Co., and their request for a reduction of the bond furnished with said contract, the Committee calls attention to the report of the Committee made to the Board of Trustees on December 27, 1899, wherein final payment was made to said contractors, excepting certain moneys advanced on account of work done on said section, and also excepting a claim in the sum of two thousand two hundred and fifty-eight and sixty-four one-hundredths ($2,258.64) dollars which was paid by the Sanitary District on account of this contract for work done by other contractors on the Summit & Lyons Highway bridge. This latter claim is now in controversy. No other claims, however, appear against said contractors and in order to protect the District from loss and damage by reason of the amount of the claim aforesaid, it is recommended that the bond of the said firm of Halvorson, Richards & Co. be reduced to five thousand ($5,000.00) dollars.

It appears that the bond of Christie & Lowe on Section "K," now on file with the District, in the sum of five thousand ($5,000.00) dollars, should be released, inasmuch as the work done on said section has long ago been completed and no claims are on file against said contractors.

On November 1, 1899, (page 6108 of the Proceedings) the bond originally given by the Western Dredging and Improvement Company on contract for Section "C" was reduced to ten thousand ($10,000.00) dollars. There is a claim of six thousand five hundred ($6,500.00) dollars in favor of Joseph O. Wright, to which the District has been made a party, pending against said Western Dredging and Improvement Company in the courts of Cook County.

The Attorney advises that it is to the best interests of the District to continue said bond in full force and effect until the claim mentioned has been finally adjudicated

The committee recommends as follows: That the surety on the bonds of C. L. Strobel, on the contracts for the work done by him as above mentioned, be released;

That the surety on the bond of the To-

ledo Bridge Company, for work done as above specified, be released;

That the bond furnished by Halvorson, Richards & Co., on the contract for the work on Section "E," be reduced to five thousand ($5,000.00) dollars;

That surety on the bond furnished by Christie & Lowe on Section "K," be released;

That the bond furnished by the Western Dredging and Improvement Company, on contract for Section "C," be continued in full force and effect;

That whenever a recommendation as to the release of the surety on bonds is made, it is expressly intended that the contractors in each case shall remain liable thereon.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

(Seven enclosures.)

REPORT IN REFERENCE TO REBUILDING OF PROTECTION PIER AT ADAMS STREET, IN THE CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report in reference to the removal heretofore of the protection pier at Adams Street, in the Chicago River, and the necessity for rebuilding the same; the report recommending that the Chief Engineer of the District be directed to arrange for rebuilding said pier, the said work to be done under the extra work clause of the contract with Lydon & Drews Co.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports that, inasmuch as it has been necessary to remove the protection pier heretofore existing at Adams Street, in the Chicago River, and prior to the commencement of the work of the District upon the river at said point, the Committee advises that authority should be granted the Chief Engineer to rebuild the protection pier at said point, said work to be done under the 'extra work' clause of the Lydon & Drews Company contract on the Chicago River.

The Committee recommends that the Chief Engineer of the District be, and he is hereby, directed to arrange for the rebuilding of a protection pier at Adams Street in the Chicago River, and that he cause said work to be done under the 'extra work' clause of the Lydon & Drews Company contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO RAISING OF OVERFLOWED TRACKS OF E., J. & E. R. R. CO. AND A., T. & S. F. RY. CO. AT JOLIET.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering recommending that the Chief Engineer be directed to arrange for raising the tracks of the E., J. & E. R. R. Co. and the A., T. & S. F. Ry. Co. at Joliet at the point of overflow, where, in his judgment, it is necessary to protect the same, no contract for said work to be awarded in excess of $500.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the president declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports that com plaint has been made to the District that the track of the Elgin, Joliet and Eastern R. R. Co. leading to the Phœnix Horseshoe Works and the main track of the A., T. & S. F. Ry. Co. near the aforesaid company at Joliet, has been overflowed, and that further damage is liable to occur unless something is immediately done to prevent it.

The Committee advises and recommends that the Chief Engineer be directed to arrange for raising the tracks of each of said companies at the point of overflow where it is necessary, in his judgment, to protect the same, and to such height as will protect from future overflow; provided that in the execution of said work he award no contract in excess of $500.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z R. CARTER,
B. A. ECKHART,
FRANK WENTER,
WILLIAM BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO CLAIM OF M. H. McGOVERN FOR DAMAGES.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the claim filed by Michael H. McGovern for damages claimed by him for being prohibited from removing sod and soil from a certain tract of land as set forth in the report; the report recommending that the President and Clerk of the District be authorized and directed to pay to said McGovern the sum of $1,000.00 in full of all claims and damages on the execution of a receipt and release in favor of the District discharging it from said claims.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Carter, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Eckhart and Mallette—three.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports that it has considered the claim filed by Michael H. McGovern for damages caused from preventing the removal by him of sod and soil from the tract of land described as follows:

On the north by the Illinois Central Railroad and the Ogden Ditch; on the east by the Chicago, Madison and Northern Railroad; on the south by the Drainage Canal of the Sanitary District of Chicago, and on the west by a line three hundred and thirty-one (331) feet west of a line parallel with said C., M. & N. R. R., being a tract of land 331 feet by 1,200 feet, more or less.

The Committee advises the payment of one thousand ($1,000.00) dollars in full of all claims and damages of whatever nature the said McGovern may have against the Sanitary District of Chicago.

The Committee therefore recommends that the President and Clerk of the District be authorized and directed to pay to said Michael H. McGovern the sum of one thousand ($1,000.00) dollars in full for all claims and damages of every kind and nature whatsoever, provided that said McGovern shall execute a receipt and release in favor of the Sanitary District discharging it of every claim for damage which he may have against it.

Respectfully submitted,

THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO CLAIM OF McARTHUR BROS. CO. FOR ANCHOR RODS IN SUBSTRUCTURE OF EIGHT-TRACK BRIDGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Com-

mittee on Engineering with reference to the claim of McArthur Bros. Co. for anchor rods imbedded in the substructure of the Eight-track Bridge, which, it was claimed, are not covered by prices in the contract for the work on said substructure; the report recommending that the President and the Clerk of the District be authorized and directed to pay the sum of $4,719.82 to McArthur Bros. Co. in full settlement for said claim.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted, the recommendations contained therein concurred in and that the amount paid to McArthur Bros. Co., as directed above, be charged to the account of the Scherzer Rolling Lift Bridge Company on their contract for the superstructure for said Eight-Track Bridge.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Smyth and Wenter—six. Nays—Messrs. Boldenweck and Mallette—2.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering having had under consideration the claim of McArthur Bros. Co., in connection with the work done by said contractors on the substructure of the Eight (8) Track bridge at Campbell Avenue, herewith reports that said claim is made for the loss of anchor rods embedded in the said substructure, which were not covered by prices in the contract and which, in the opinion of the Chief Engineer, is a just claim. The Engineer advises, however, that said claim should be charged to the superstructure contract of the Scherzer Rolling Lift Bridge Company. Said claim amounts to four thousand seven hundred and nineteen and eighty-two one-hundredths ($4,719.82) dollars.

The Committee therefore recommends that the President and Clerk of the District be authorized and directed to pay on behalf of the District the sum of $4,719.82 to McArthur Bros. Company, in full settlement for the claim made by them as above mentioned.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO DREDGING THE SOUTH FORK OF SOUTH BRANCH OF CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the advisability of dredging the South Fork of the South Branch of the Chicago River, from its junction with the West Fork of the South Branch to Ashland Avenue on the southwest and to Halsted Street on the southeast, to a depth equal to the average depth obtaining prior to January 1, 1900; the report recommending that the Chief Engineer of the District be authorized and directed to provide for said work and that he arrange for same as soon as possible with the Lydon & Drews Company under the extra work clause of their contract.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Mallette—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Feb. 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary Disirict of Chicago:

GENTLEMEN—Your Committee on Engineering has considered the matter of dredging the South Fork of the South Branch of the Chicago River and reports that the present conditions are such as to require serious attention by the District in the near future. It is advisable

to dredge the South Fork of the South Branch of the Chicago River from its junction with the West Fork of the South Branch to Ashland Avenue on the southwest and to Halsted Street on the southeast. This work is intended to give a depth equal to the average depth which obtained prior to January 1, 1900. If it should become necessary to deposit dredged material in the Lake Front Park the Committee advises that the same price may be paid for extra handling as established by the Chief Engineer for similar work in connection with the dredging of the Main River.

The Committee also advises that this work should be done under the "extra work" clause of the contract with the Lydon & Drews Company and at the price named in said contract.

The Committee therefore recommends that the Chief Engineer of the District be authorized and directed to provide for the work of dredging in the South Fork of the South Branch of the Chicago River as above specified, and that he arrange as soon as possible with the Lydon & Drews Company for the execution of the work as hereinabove mentioned.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO SETTLEMENT WITH RICKER, LEE & CO. ON CONTRACT FOR EXCAVATION OF SECTION F.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to the settlement with Ricker, Lee & Co. of the various matters in dispute as to claims arising under the contract with said firm for work on Section F; the report reviewing the circumstances in detail and recommending that the terms of settlement heretofore made under direction of the Committee on Engineering be approved and confirmed; that the action taken by the Attorney in the matter aforesaid be ratified and confirmed in all respects and that the bond of the said Ricker, Lee & Co. be and is hereby released.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Carter, Jones, Mallette, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Eckhart and Kelly—three.

Upon this result the President declared the motion carried.

In the same connection Mr. Kelly asked permission to file a minority report in regard to the matter at the next meeting of the Board, the same being granted by unanimous consent.

The following is

THE REPORT:

"CHICAGO, February 7, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that the firm of Ricker, Lee & Company, through their attorneys, Darrow, Thomas & Thompson, have been endeavoring to arrive at a settlement of all litigation existing between said Ricker, Lee & Company and the Sanitary District of Chicago, and have made several propositions to your Committee looking toward a settlement. We here give a brief statement of the matters in dispute between Ricker, Lee & Co. and the District. Ricker, Lee & Co. filed a bill in the United States Court in 1895 to cancel the contract with the District for the excavation on Section F of the Main Drainage Channel, on the ground of fraud committed by the District in the letting of said contract. The Circuit Court of the United States decided in favor of said firm and decreed that said contract be cancelled and that Ricker, Lee & Co. be released therefrom. An appeal was taken by the District to the United States Court of Appeals and that court found in favor of the District, reversing the judgment of the lower court. On January 25th, 1900, the attorneys for Ricker, Lee & Co. served upon the attorneys for the District a notice that on February 5th, 1900, a petition would be filed in the Supreme Court of the United States by said Ricker, Lee & Co. asking that said Supreme Court consider said case and asking for a reversal of the same. On Monday, January 29th, last, Mr. Darrow, one of the attorneys for Ricker, Lee & Co., made to your Committee a proposition to settle all matters in dispute and litigation between the District and Ricker, Lee & Co. upon the

basis that Ricker, Lee & Co. should abandon their petition to the Supreme Court of the United States and that they would relinquish all claims to the reserved percentage, amounting to $18,390.31, which they had earned previous to the abandonment of their contract, and all claims whatsoever upon said contract, if the District would, on its part, dismiss a suit heretofore commenced against said Ricker ,Lee & Co. and their bondsmen for the recovery of $18,180.27, which the District expended in the completion of said Section F over and above the amount agreed to be paid by the terms of the contract to said Rickər, Lee & Co. However, after Ricker, Lee & Co. had abandoned said contract, the completion of said work was re-let to other contractors and, after the re-letting of same, a classification of said material was made more favorable to said contractors succeeding Ricker, Lee & Co. than had been made to the firm of Ricker, Lee & Co., and by reason of said re-classification the District paid out about $18,000, for which sum it is doubtful whether a recovery can be had against Ricker, Lee & Co. and their bondsmen. At the time the decree was rendered by the United States Court of Appeals in favor of the District in this cause, an accounting had been commenced before a Master in Chancery and evidence produced showing that Ricker, Lee & Co. had expended more than ninety thousand dollars upon said section in excess of the amount of moneys they had received upon said contract from the District, which sum they were seeking to recover from the District. In view of the fact that had the Supreme Court of the United States considered said cause and reversed the decision of the Court of Appeals, in which event a loss to the District of more than ninety thousand dollars would have fol lowed, and in view of the further fact that Ricker, Lee & Co. proposed to abandon all claim for reserved percentage, amounting to more than eighteen thousand dollars, and for the further reason that it is extremely doubtful whether Ricker, Lee & Co. and their bondsmen are legally liable for the amount paid out by the District on said re-classification, amounting to about $18,000, your Committee deemed it expedient to accept the proposition made by the counsel for said Ricker, Lee & Co. to stop all litigation on both suits, the District to retain said reserved percentage and to dismiss its suit upon the bond of Ricker, Lee & Co.

At the time the proposition was made on the 29th of January by Mr. Darrow, he requested an answer as soon as possible, in order that no further steps might be taken by Ricker, Lee & Co. in preparing its petition, record, etc., to the Supreme Court of the United States to be presented on the 5th of February, as such preparation would entail an expense of about a thousand dollars to Ricker, Lee & Co., which expense they desired to avoid if this settlement was made. After considering the matter, your Committee decided to accept the proposition of Ricker, Lee & Co. and, in order that no further expense might be incurred by Ricker, Lee & Co. in prosecuting its petition or by the District in resisting same, directed the Attorney to at once notify Mr. Darrow of the acceptance of his proposition and to close the matter up by stipulation or otherwise. In pursuance of the directions of the Committee the Legal Department informed Mr. Darrow of the acceptance of his proposition and entered into a stipulation to dismiss said suit brought by the District against Ricker, Lee & Co. and their bondsmen, and, in the name of the District, executed mutual releases with said Ricker, Lee & Co., each party releasing the other of all claims and demands whatsoever growing out of said contract for the excavation of said Section F, said Sanitary District to retain said reserved percentage by the terms of said releases, and said Ricker, Lee & Co. waiving its right to petition the Supreme Court to consider the decision of said Court of Appeals.

Your Committee, therefore, recommends that the terms of settlement, as above set forth, between the District and Ricker, Lee & Co. be approved and confirmed and that the action of the Attorney in the matter aforesaid be ratified and confirmed in all respects; and that the bond of the said Ricker, Lee & Co. be, and is hereby, released.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

COMMUNICATION FROM SCHERZER ROLLING LIFT BRIDGE COMPANY IN REFERENCE TO CONTRACT FOR EIGHT-TRACK BRIDGE ON SECTION O NEAR CAMPBELL AVENUE.

The Clerk presented, and read, a communication from the Scherzer Rolling

Lift Bridge Company in reference to their contract with the District for the building of the Eight-track Bridge on Section O near Campbell Avenue, which, by unanimous consent, was ordered placed on file without printing, on motion of Mr. Eckhart, seconded by Mr. Carter.

REPORT IN REFERENCE TO DELAY ON CONTRACT FOR SUPERSTRUCTURE FOR EIGHT-TRACK BRIDGE ON SECTION O NEAR CAMPBELL AVENUE.

The Clerk presented, and read, a report from the Chief Engineer certifying that the work on the contract with the Scherzer Rolling Lift Bridge Company for the construction of the superstructure of the Eight-track Bridge crossing the Main Channel on the line of Campbell Avenue is unnecessarily and unreasonably delayed and that the contractor is wilfully and persistently violating the conditions of said contract and not fulfilling same in good faith.

Mr. Eckhart, seconded by Mr. Jones, moved that the report be printed and placed on file, and that the President and Clerk be directed to notify the said Scherzer Rolling Lift Bridge Company to proceed under their contract under date of August 9, 1898, for the erection of the said Eight-track Bridge at Campbell Avenue and to show satisfactory results within ten days from the service of this notice, and that in default thereof the Scherzer Rolling Lift Bridge Company will be considered by the Sanitary District of Chicago as having abandoned the work to be done and performed by it under and by virtue of its contract, and that the said Sanitary District of Chicago will proceed to have said work completed as provided in said contract and charge the cost thereof to the Scherzer Rolling Lift Bridge Company in accordance with the provisions of said contract.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, February 7, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On the 9th of August, 1898, the Scherzer Rolling Lift Bridge Company entered into a contract with the District for the construction of an eight-track bridge crossing the Main Channel on the line of Campbell Avenue. This structure was for the purposes of the P., C., C. & St. L. Ry., the C. & N. P. R. R. and the U. S. Y. & T. Co.

Under the terms of the contract the whole work was to have been completed on or before September 1, 1899. Under an assignment of that portion of the contract relating to the sub-structure, the sub-structure had been practically completed; but up to the present time the contractor has done nothing on the superstructure, as I am advised by Mr. Scherzer, President of the Scherzer Rolling Lift Bridge Company, and that even the shop plans have not yet been made, and that the Scherzer Rolling Lift Bridge Company has positively declined and refused to proceed with their contract, unless paid the large sums or extras claimed by them, and heretofore reported to your Engineering Committee.

These being the facts, it becomes my duty to certify to you in writing that the work on the superstructure is unnecessarily and unreasonably delayed by said contractor and that, in my judgment, the contractor is wilfully and persistently violating the conditions and covenants of the contract, and that said contractor is not fulfilling said contract in good faith.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Mallette, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 14 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, February 14, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Kelly and Wenter—five members, were present, Mr. Mallette arriving subsequently.

President Boldenweck then called the Board to order.

REPORT IN REFERENCE TO DELIVERY OF NOTICE TO CONTRACTORS FOR ERECTION OF EIGHT-TRACK BRIDGE ON SECTION O, NEAR CAMPBELL AVENUE.

The President presented, and the Clerk read, a report setting forth that in accordance with the action of the Board at the meeting held February 7, 1900, (page 6286 of the Proceedings), the President had caused to be served a personal notice upon the Scherzer Rolling Lift Bridge Company, contractors for the erection of the Eight-track Bridge at Campbell Avenue, the report being accompanied by copy of said notice and affidavit in reference to delivery of same.

By unanimous consent the report was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with the action of your Honorable Board at the meeting held February 7, 1900, I herewith desire to report that on February 7, 1900, I caused to be served a personal notice duly signed by your President and Acting Clerk, on The Scherzer Roll-

ing Lift Bridge Company, by delivery of said notice to Mr. Albert H. Scherzer, President of said Company; a copy of said notice duly sworn to as to delivery of same, being hereto attached and made a part of this report.

Respectfully submitted

(Signed.) WM. BOLDENWECK,
President."

The following is

A COPY OF THE OFFICIAL NOTICE AND AFFIDAVIT AS TO DELIVERY:

"CHICAGO, February 7, 1900.

To the Scherzer Rolling Lift Bridge Company, Monadnock Building City:

GENTLEMEN—You are hereby notified to proceed at once in the performance of your contract under date of August 9, 1898, between the Sanitary District of Chicago and the Scherzer Rolling Lift Bridge Company, for the erection of the Eight-track Bridge at Campbell Avenue, and to show satisfactory results within ten (10) days from the service of this notice, and in default thereof the Scherzer Rolling Lift Bridge Company will be considered by the Sanitary District of Chicago as having abandoned the work to be done and performed by it under and by virtue of its contract and that the said Sanitary District of Chicago will proceed to have said work completed as provided in said contract, and charge the cost thereof to the Scherzer Rolling Lift Bridge Company, in accordance with the provisions of said contract.

Yours truly,

WILLIAM BOLDENWECK,
President.

Attest:

THOS. S. BELL,
Acting Clerk..

"STATE OF ILLINOIS, } ss.
County of Cook. }

W. H. Beebe, Jr., being first duly sworn, deposes and says that he served the attached notice on the Scherzer Rolling Lift Bridge Company by delivering a copy thereof to Albert H. Scherzer, the president of said corporation, on Wednesday, the 7th day of February, A. D. 1900

W. H. BEEBE, JR.

Subscribed and sworn to before me this 8th day of February, A. D. 1900.

[SEAL] SIMON J. FORHAN,
Notary Publi

VOUCHERS.

The Clerk presented the following vouchers :

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River dredging)	$ 6,650 00
Lydon & Drews Company (Lake Front Park filling)	6,400 00
Griffiths & McDermott (By-pass, Chicago River)	390 20
Griffiths & McDermott (By-pass, Chicago River)	5,724 54
Sackley & Peterson (Sec. 8, Lemont subway)	1,563 49
James A. Sackley (Sec. 8, Lemont subway)	340 10
Heldmaier & Neu (Sec. 17, Tail Race, etc.)	2,154 44
Heldmaier & Neu (Sec. 18, crushed stone)	620 30
Gahan & Byrne (Sec. 17, leak)	158 76
Gahan & Byrne (Sec. 18, protecting pipes, etc.)	1,313 44
Gahan & Byrne (Sec. 18, Tail Race crib)	2,919 96
Gahan & Byrne (See. 18, dam and conduit)	3,768 23
Economy Light and Power Company (Sec. 18, conduit)	357 09
Economy Light and Power Company (Sec. 17, crib)	873 79
Thomas Moulding Company (Sec. K, Belt Railway Bridge)	87 98
Thomas Moulding Company (Sec. O, Eight-Track Bridge)	295 75
Green's Dredging Company (Sec. K, Belt Railway Bridge)	116 50
Green's Dredging Company (Sec. O, Collateral Channel)	799 00
Green's Dredging Company (Sec. O, Eight-Track Bridge)	10,130 00
Schaffer & Budenberg (Sec. 15, Bear Trap Dam)	130 50
Montello Granite Company (Sec. 18, Dam No. 1)	204 79
The Canal Commissioners (Sec. 18, Dam No. 1 and conduit)	287 50

Geo. A. Whelen (Sec. 18, Jefferson Street Bridge)	$ 1,035 48	
The Canal Commissioners (concreting clay pockets)	104 00	
The Canal Commissioners (crib work)	2,084 00	
Chicago Bridge and Iron Company (By-pass, Van Buren Street)	4,948 69	
Chicago Bridge and Iron Company (Taylor Street Bridge)	6,281 90	
Pennsylvania Steel Company (C. T. T. R. R. Bridge)	3,161 29	
The Atchison, Topeka and Santa Fe Railway Company (Sec. 8, bridge)	216 76	
Illinois Central Railroad Company, Lessee (Sec. N, deviation)	7,885 66	
Geo. M. Huss (Pan Handle Temporary Bridge)	1,647 41	
Isham Randolph (sundries)	1,363 34	
Isham Randolph (By-pass, Chicago River)	1,350 56	
Wm. Trinkaus (C. & A. Office)	53 35	
		$ 75,418 80

CLERICAL DEPARTMENT.

Wm. Zeuch & Co. (hardware)	$ 10 00	
Goes Lithographing Co. (letterheads)	22 70	
		32 70

TREASURY DEPARTMENT.

The Chicago Towel Supply Company (toweling)		15 00

GENERAL ACCOUNT.

Hodge & Homer Company (hardware)	$ 8 10	
New Kentucky Coal Company (coal)	27 00	
Green's Dredging Company (tug)	50 00	
American Express Company (streams examination)	28 20	
Edwin O. Jordan (streams examination)	357 15	
Security Deposit Company (rent offices February, 1900)	498 33	
Western Bank Note and Engraving Company (bonds, etc.)	1,204 00	
Isham Randolph (expense)	140 70	
		2,313 48

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry)	$ 5 00	
Mrs. Bridget Lambert (laundry)	12 00	
W. L. Felkner (expense)	12 60	
E. J. Coen (expense)	130 26	
		159 86

ENGINEERING DEPARTMENT.

A. C. McClurg & Co. (stationery)	$ 10 65
Goes Lithographing Company (letterheads)	18 00
John F. Higgins (printing)	2 25
Rand, McNally & Co. (maps)	2 75
Wygant & Ayres (rent, Corwith, January. 1900)	12 50
J. H. Alexander (rent, Lockport, January, 1900)	17 00
A. P. Little (carbon paper, etc.)	10 00
D. H. Preston & Co. (coal)	7 25
W. H. Salisbury & Co. (gloves)	3 50
H. Isak (gauge reading)	10 00
William Weisskopf (coal)	12 50
Hercules Powder Company (dynamite)	19 50
Isham Randolph (postage stamps)	50 00
Burke & James (photo supplies)	154 10
R. Seelig (repairs)	22 25
Sibley Warehouse and Storage Company (storing patterns)	30 00
A. H. Abbott & Co. (sponge rubbers)	2 10
Keuffel & Esser Company (drafting supplies)	28 54
Eugene Dietzgen Company (blue prints)	27 36
The Waukesha Water Company (water)	10 13

Orr & Lockett Hardware Company (hardware)	$ 8 90	
J. B. Chambers & Co. (timers)	18 00	
Green's Dredging Company (row boat)	47 00	
The Canal Commissioners (cement inspection)	631 92	
W. M. Hughes (expense)	25 55	
J. S. Hull (expense)	29 60	
H. B. Alexander (expense)	87 37	
H. B. Alexander (expense)	58 24	
W. T. Keating (expense)	104 53	
Isham Randolph (expense)	182 07	
Thayer & Jackson Stationery Company (stationery)	45 91	
		1,689 47

LAW DEPARTMENT.

Callaghan & Co. (law books)	$ 8 75	
Edward Thompson Company (law books)	6 00	
D. E. Devlin & Co. (report Goerner case)	2 55	
Gray, Abbott & Co. (court reporting)	8 75	
Weasmer & Norden (court reporting)	80 95	
Samuel L. Hanks (Ice, October, November and December, 1899)	7 50	
E. B. Myers & Co. (law book)	5 50	
Chas. A. Noble, Recorder (recording)	15 80	
Frank Vander Bogart, Clerk (fees)	6 10	
The Globe-Wernicke Company (book case)	18 00	
S. W. Burnham, Clerk (transcript)	16 10	
Patrick Dillon (damages)	500 00	
Dr. G. M. Peairs (professional services)	226 00	
John W. Nadelhoffer (Frank Smith, damages)	251 60	
Chas. C. Gilbert (expense)	222 50	
		1,376 10

MAINTENANCE ACCOUNT.

The Joliet Bridge and Iron Company (pumping plant)	$ 21 95	
Wm. O'Connell (hardware)	7 73	
H. B. Alexander (expense)	5 40	
City of Chicago (Bridgeport pumps)	5,302 75	
		5, 337 83
Grand total	$	86,343 24

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of the City of Chicago for $5.302.75 on which he voted nay*), Carter, Kelly, Mallette and Wenter—six (*except as above stated*). Nays—None (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1112, Clerical Department (stationery) ..... $ 7 00

Mr. Kelly, seconded by Mr. Mallette, moved that Requisition No. 1112, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Kelly, and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of January, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of January, 1900.

The total expenditure of the District for the month was $219,738.32, of which amount the sum of $11,485.72 was paid in 1899 Tax Levy Warrants, $200,552.87 in 1900 Tax Levy Warrants, and the sum of $7,699.73 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $7,500.00 was for 1898 Tax Warrants redeemed, and $199.73 for interest on same. Of the 1900 Tax Warrants issued the sums of $752.58 and $226.25 were placed in the hands of the Treasurer and sundry regular warrants aggregating these amounts drawn against the same, as per authority of the Board. In addition to the foregoing, a tax warrant for $167.95 was also placed in the hands of the Treasurer and regular warrants aggregating $167.95, dated January 31, 1900, drawn against it, but as the tax warrant was dated February 1, 1900, by an oversight, the item as to this expenditure will appear in report for February.

The total amount expended on account of, and charged to, the Clerical Department during the month of January was $130.75 for general office expenses.

There are no outstanding liabilities against the Clerical Department, and the expenditure for the present month will be about $1,200.00.

The total amount expended for account of, and charged to, the General Account during the month of January was $5,151.03, divided as follows:

Rent for January, 1900	$ 498 33
Printing	238 82
Streams Examination	1,305 33
Paris Exposition Model	2,000 00
General Expenses	1,108 55
Total	$5,151 03

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total amount of 1896 Tax Levy Warrants issued there is now outstanding the sum of $11,372 05; of the 1897 Tax Levy Warrants issued all have now been redeemed; of the 1898 Tax Levy Warrants issued there is now outstanding the sum of $584.80; of the 1899 Tax Levy Warrants issued, there is now outstanding the sum of $2,979,662.53; and of the 1900 Tax Levy Warrants issued, there is now outstanding the sum of $200,552.87.

The following is a tabulated statement of total expenditures for the month of January, 1900:

Account.	1899 Tax Levy Warrants	1900 Tax Levy Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department		$ 1,839 57		$ 1 839 57
Construction	$ 5,000 00	193,527 24		198,527 24
Clerical Department		130 75		130 75
Law Department	875 00	665 78		1,540 78
General	1,198 98	3,952 05		5,151 03
Police Department		247 25		247 25
Maintenance		190 23		190 23
Isham Randolph, C. E.	1,500 00			1,500 00
Joseph F. Haas, Clerk	2,911 74			2,911 74
1898 Tax Warrants redeemed			$ 7,500 00	7,500 00
Interest on Tax Warrants redeemed			199 73	199 73
Total	$ 11,485 72	$200,552 87	$ 7,699 73	$ 219,738 32

Respectfully submitted.

(Signed) JOSEPH F. HAAS, *Clerk.*"

REPORT IN REFERENCE TO RECORDING OF CURRENT LEASES.

The Clerk presented, and read, a report with reference to certain leases of the District, heretofore made by the Sanitary District of Chicago, which have not yet expired or which have been tacitly extended, the report being accompanied by said leases, except one heretofore printed, and recommending that the special conditions of same as to names of parties, date, duration, territory embraced, and other conditions and reservations, be printed in the Proceedings of the Board in accordance with the instructions of the Committee on Engineering; and also setting forth that, in further accordance with said instructions, the Clerk has procured a lease book for the recording of leases and is having a tract book furnished in connection with same.

By unanimous consent the report was ordered referred to the Committee on Engineering.

The following is

THE REPORT:

"CHICAGO, February 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with the instructions of the Committee on Engineering at a meeting held January 12, 1900, I herewith transmit the leases, with one exception, heretofore made by the Sanitary District of Chicago which have not yet expired or which have been tacitly extended, by receipt of rental, for a limited time as mentioned, and are now in force, and I would recommend that the special conditions of said leases, as to names of parties thereto, date, duration, territory embraced and other conditions and reservations, be printed in the proceedings of the Board. Among the foregoing I have not included a lease heretofore made between the District and the Western Stone Company of Chicago under date of July 27, 1892, and still in force, for the reason that the same has been heretofore printed (page 647 of the Proceedings of 1892). In addition to the foregoing the sum of $30.00 was received under date of November 10, 1899, from Frank Brokowsky for rent of land on Section 6 for six months ending April 30, 1900, no lease having been executed for use or occupancy of said land.

I would also report that in further accordance with said instructions I have procured a lease book for the proper recording of the above mentioned leases and such as may hereafter be executed, and have also taken steps to have a plat book furnished and the same is now in process of completion.

Respectfully submitted,

JOSEPH F. HAAS,
Clerk.

(Two enclosures.)

REPORT IN REFERENCE TO DELIVERY OF BID CHECK TO TREASURER.

The Clerk presented and read a report setting forth that he had delivered to the Treasurer of the District the check deposited January 26, 1900, with bid for bonds; the report being accompanied by receipt of the Treasurer for same.

By unanimous consent the report was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago·

GENTLEMEN—February 13, 1900, I delivered the check deposited by the First National Bank et al. with their bid for bonds January 26, 1900, in the sum of thirty thousand five hundred dollars, with the Treasurer of the District, and attach his receipt hereto for filing.

Respectfully submitted,

JOSEPH F. HAAS,
Clerk."

MINORITY REPORT IN REFERENCE TO SETTLEMENT WITH RICKER, LEE & CO., ON CONTRACT FOR EXCAVATION OF SECTION F.

In accordance with the permission granted at the meeting held February 7, 1900 (page 6284 of the Proceedings), Mr. Kelley presented, and the Clerk read, a minority report in reference to the settlement with Ricker, Lee & Co. of the various matters in dispute as to claims arising under the contract with said firm for work on Section F.

By unanimous consent the report was ordered printed and placed on file.

The following is

THE MINORITY REPORT:

"CHICAGO, Ill., February 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — The undersigned min-

ority members of the Committee on Engineering, respectfully submit the following report, and protest against the action of your Honorable Board, in the settlement of the claim against Ricker, Lee & Co.

The history of this matter, and the letting of Section F to Ricker, Lee & Co., is as follows:

October 19th, 1892, bids were received by the Trustees from Ricker, Lee & Co. for Sections D, E and F, with a deposit of three (3) checks of $3,000.00 each.

On October 26th, 1892, the Board of Trustees awarded Sections D, E and F to Ricker, Lee & Co. November 9th, 1892, the Trustees requested them to appear before the Joint Committee on Finance and Judiciary within ten days, for the purpose of entering into a contract, and furnishing bonds for work awarded them, October 26th, 1892.

November 23d, 1892, Ricker, Lee & Co. appeared before the Joint Committee on Finance and Judiciary and qualified as to Section F, but refused to qualify on Sections D and E. The Trustees then forfeited the amount of money deposited with the Board of $3,000.00 each for Sections D and E.

January 10th, 1894, an agreement was entered into between the Sanitary District and Ricker, Lee & Co., contractors on Section F by which the boundary lines of Section F were changed, fixing the westerly termination at the westerly boundary line of the Summit and Lyons Highway instead of Station 460, and the easterly termination at the range line between Ranges 12 and 13, East Third Principal Meridian. The contractors waived by this agreement all claims for damages or for anticipated profits of the work that would be dispensed with by reason of this change.

On the same day the Clerk was directed to return to Ricker, Lee & Co. the check for $3,000, which had been held by the Board for Section D. The Clerk was also directed to cover into the Treasury of the Board the check held by the Board for $3,000, on Section E.

On April 4th, 1894, Ricker, Lee & Co., in a communication to the Sanitary District, made a demand for re-classification on material on Section F on account of alleged difficult material encountered in excavation. This claim was referred to the Joint Committee on Engineering and Finance, together with similar claims from contractors on Sections C, D and E.

July 18th, 1894, the Joint Committee on Engineering and Finance made two reports. The majority report expressed the opinion that the material encountered by the several contractors on Sections C, D, E and F was fully comprehended in the specifications and contract, and therefore the petitions should be denied, and that the several contractors be notified to that effect and instructed to proceed vigorously with their work, under their contract, and in full compliance with the progress therein called for.

Some of the contractors, soon after this report was made, proceeded in good faith to carry out their contracts. Others continued to remove the top and soft material which could easily be excavated at a great profit, and among the latter contractors were Ricker, Lee & Co., who continued to skim off the top soil for a period of five or six months after they first served notice on the Board, asking for re-classification. These contractors finally ceased all work on Section F.

On December 5th, 1894, the Trustees instructed the Clerk to notify Ricker, Lee & Co., contractors for Section F, that unless they resumed their work under their contract within ten days from time of service of said notice, they will be considered as having abandoned the work thereunder and that the Sanitary District will proceed to have said work completed, as provided in said contract, and charge the cost thereof to said Ricker, Lee & Co. in accordance with the provisions of said contract.

On January 10th, 1895, Section F was re-let to other contractors. The work has since been completed at an increased cost of $36,570.58 over the original contract price. This difference in the cost is properly chargeable to Ricker, Lee & Co. and their sureties.

Had Ricker, Lee & Co. petitioned the Sanitary District at the time of re-letting of Section F to release them and their bondsmen from all further obligations, there might have been some propriety and justification in the Trustees doing so, but, instead of applying for an adjustment at that time, they proceeded to institute a suit against the District for the purpose of having their contract rescinded with a view of obtaining large damages against the District by misrepresentations.

Their action made it necessary for the Board to incur a large expenditure of

money in defending this suit, by the employment of attorneys and extra counsel.

The case was tried in the United States Circuit Court, where a decree was rendered by Judge Grosscup against the Sanitary District and an appeal taken by the Sanitary District from this decree to the United States Circuit Court of Appeals, the court of last resort for cases of this kind, and, after a full hearing, the decree of the United States Circuit Court was reversed. In rendering this decree the United States Circuit Court of Appeals held that "a little digging in the spoil bank of the Canal, instead of walking along and kicking at it, would have discovered the real character of the material in the bank." The omission to employ such palpable and certain "means of accurate information was hardly less than gross negligence." The court further says: "In this case information beyond that given was not asked, and that given was not intended to deceive nor was it of a character that was likely to deceive a prudent man. No fraud or culpable artifice was used by the Board to obtain the execution of the contract.

And that no fairer or more conclusive denial of responsibility for the character of the materials which might be encountered in the prosecution of the proposed work could have been devised than the provision of the contract for the classification of material whereby, it is to be observed, hardpan is especially mentioned as included in glacial drift. With that provision in the contract the appellees (Ricker, Lee & Co.) are not in a position to say that they were in any respect misled or not fairly forewarned of the character of material likely to be met with." The Court further says: "We are also of the opinion that if the appellees (Ricker, Lee & Co.) had the right on discovery of the intractable material to repudiate the contract and have it set aside, they lost that right by subsequent conduct. The discovery was made in April, 1894, but the prosecution of the work was continued until late in the ensuing October. Recision, whether upon the ground of fraud or mistake, is a right which must be asserted promptly and the excuse set up for the delay in this case is wholly inadequate. The proper course for the appellees (Ricker, Lee & Co.) was to cease operations, give notice to the Board of Trustees and await their response; and, short of an agreement that the work might be continued pending negotiations without prejudice to the right of recision, it is difficult to think of a good excuse for departing from the well established rule."

In view of what was said by the Court of Appeals in their decree, as above quoted, and the fact that the Board has been advised by the Legal Department that a recovery could be had against Ricker, Lee & Co. for the difference in the price of the contract as originally made, and the price in the contract as subsequently let, and also in view of the fact that the Board has been advised by its Law Department that an effort to obtain a reversal of the decree of the Circuit Court of Appeal in the Supreme Court of the United States would and could not succeed, and, in view of the further fact that if these contractors had been successful in their attempt to have their contract rescinded, they would have claimed enormous damages and it would have opened the doors to many other contractors, who would, no doubt, have presented claims against the District amounting to hundreds of thousands of dollars, we are unable to see the justice or appreciate the advisability of releasing these concractors from the payment of $18,180.27 which is justly due the Sanitary District.

Very respectfully submitted,

(Signed) B. A. ECKHART,
THOMAS KELLY,
WM. BOLDENWECK.

ORDER FOR EXAMINATION OF BOOKS OF TREASURY DEPARTMENT.

Mr. Carter presented and, seconded by Mr. Braden, moved the adoption of the following

ORDER:

"*Ordered*, That the Committee on Finance be, and it is hereby authorized and directed to employ an expert accountant to examine the books of the Treasury Department and report upon their condition."

On roll-call on the motion of the adoption of the order the vote stood: Yeas — Messrs. Boldenweck, Braden, Carter, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

ORDER FOR DESTRUCTION OF UNISSUED THREE AND ONE-HALF PER CENT. BONDS.

Mr. Carter presented and, seconded by

Mr. Wenter, moved the adoption of the following

ORDER:

"*Ordered*, That the Committee on Finance, together with the President, Clerk and Treasurer, be and they are hereby authorized and directed to cancel and destroy by burning the entire number of three and one-half (3½) per cent. bonds which were printed under an ordinance adopted by this Board December 20, 1899 (pages 6192-6193 of the proceedings), and repealed January 17, 1900 (page 6238 of the proceedings), but which were never executed or issued, and which said unexecuted bonds are now in the possession of the Clerk, and that they report in detail in writing to this Board their action under this order, with a specific description of the bonds so cancelled and destroyed."

The motion prevailed unanimously and it was so ordered.

ORDER FOR MEMORIAL IN REFERENCE TO DEEP WATER-WAY.

Mr. Wenter presented and, seconded by Mr. Carter, moved the adoption of the following

ORDER:

"*Ordered*, That the Joint Committee on Federal Relations and Engineering are hereby authorized and directed to prepare a suitable memorial, to be presented to Congress, advocating the establishment of a deep water-way from the terminus of the Chicago Sanitary and and Ship Canal at Lockport, Illinois, through the Illinois Valley to the Mississippi.

Ordered further, That said committee be empowered to have said memorial printed in such number and at such times as in its discretion may be deemed advisable, and lay the same before Congress."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 17, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Saturday, February 17, 1900, at 12 o'clock, noon, pursuant to call.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven members, were present.

President Boldenweck then called the Board to order.

CALL FOR MEETING.

The Clerk then read the call for the meeting which is as follows:

"CHICAGO, February 16th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the request of Trustees Wenter, Carter and Smyth, and in accordance with Rule 4 of the Rules and Regulations, I hereby call a special meeting of the Board of Trustees of the Sanitary District of Chicago, to be held in the rooms of the Board, eleventh floor, Security Building, on Saturday, February 17th, 1900, at 12 o'clock noon, for the purpose of settling and adjusting pending questions in dispute between the Sanitary District and The Scherzer Rolling Lift Bridge Company, respecting the contract of August 8, 1898, and also an assignment of so much of said contract as may pertain to the superstructure of the Eight-Track Bridge to the A. & P. Roberts Company, and for

such other business as may come before said Board.

Respectfully submitted,

(Signed). JOSEPH F. HAAS,
Clerk."

(One enclosure.)

REPORT IN REFERENCE TO ASSIGNMENT OF CONTRACT FOR SUPERSTRUCTURE FOR EIGHT-TRACK BRIDGE ON SECTION O NEAR CAMPBELL AVENUE

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee in reference to the assignment of the interest of The Scherzer Rolling Lift Bridge Company in the contract for the construction of the superstructure of the Eight-Track Railroad Bridge across the Main Drainage Channel on Section O near Campbell Avenue; the report being accompanied by forms in reference thereto, as follows:

No. 1. Form of assignment of The Scherzer Rolling Lift Bridge Company to A. & P. Roberts Company of contract for superstructure of Eight-Track Bridge on Section O near Campbell Avenue.

No. 2. Form of agreement with A. & P. Roberts Company as to assignment of contract for superstructure of Eight-Track Bridge on Section O near Campbell Avenue.

No. 3. Form of consent and approval of Sanitary District of Chicago to assignment of contract for superstructure of Eight-Track Bridge on Section O near Campbell Avenue.

No. 4. Form of waiver and release of The Scherzer Rolling Lift Bridge Company as to claims for damages on contract for sub and superstructure of Eight-Track Bridge on Section O, near Campbell Avenue.

No. 5. Form of waiver and release of Sanitary District of Chicago as to claims for damages on contract for sub and superstructure of Eight-Track Bridge on Section O, near Campbell Avenue.

Mr. Mallette, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

Mr. Mallette, seconded by Mr. Kelly, then moved that the accompanying forms, Nos. 1, 2, 3, 4 and 5, as read and shown above, be approved, a separate vote being taken as to each form, and on roll-call in each instance the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—none.

Upon these results the President declared the motions carried.

The following is

THE REPORT:

"CHICAGO, February 17, 1900.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that The Scherzer Rolling Lift Bridge Company, contractor for the construction of the superstructure of the Eight Track Railroad Bridge across the Main Drainage Channel on Contract Section "O," near Campbell Avenue, is desirous of selling, transferring and conveying its interest in said contract to A. & P. Roberts Company, of Philadelphia. That arrangements, satisfactory to the Committee, have been made, whereby said The Scherzer Rolling Lift Bridge Company may assign, sell and transfer its interest in said contract upon conditions hereinafter mentioned. That the said A. & P. Roberts Company is named as the successor to said The Scherzer Rolling Lift Bridge Company upon the work of constructing the superstructure of said railroad bridge. That by reason of unavoidable delays which were met with in the construction of the substructure of said railroad bridge the time for the completion of the superstructure has been retarded. That it is important, however, to the District that the completion of one-half of said superstructure be effected on or before October 1, 1900, so that four (4) tracks of the railroads interested may be put into use across the same by said date, so that the completion of the whole structure may be made on or before December 15, 1900. In order to comply with the requirements of time herein mentioned, the work aforesaid must involve a large expenditure of money on the part of the contractor in excess of the cost to which it would be put if allowed to prosecute the said work under ordinary conditions and time allowed to it for work of this magnitude.

That a bond be taken from the said

contractor in the sum given by the said The Scherzer Rolling Lift Bridge Company on the original contract, with a surety company satisfactory to the Finance Committee. That the said The Scherzer Rolling Lift Bridge Company be released of all further liability on said contract. That a new bond be taken from the said The Scherzer Rolling Lift Bridge Company as a guarantee of the successful operation of the same when completed.

The Committee also advises that a release be taken from the said The Scherzer Rolling Lift Bridge Company in favor of the District, discharging it from any and all claims or demands whatsoever under the terms and conditions of the original contract.

In conclusion, the Committee recommends that the assent of the Sanitary District be given to the transfer and assignment of the contract of the said The Scherzer Rolling Lift Bridge Company to the said A. & P. Roberts Company by the President and Clerk of the District. That a bond be taken from the said The Scherzer Rolling Lift Bridge Company, conditioned for the successful operation of said bridge; that the surety on the original bond of said company be discharged from further liability thereon; that releases be executed between the District and the said The Scherzer Rolling Lift Bridge Company as above specified; that the President and Clerk of the District be authorized and directed to execute all papers, releases, and etc., necessary to accomplish the purposes hereinabove expressed.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(Five enclosures.)

The following is

FORM OF ASSIGNMENT OF THE SCHERZER ROLLING LIFT BRIDGE COMPANY TO A. & P. ROBERTS COMPANY OF CONTRACT FOR SUPERSTRUCTURE OF EIGHT-TRACK BRIDGE ON SECTION O, NEAR CAMPBELL AVENUE.

Know All Men by These Presents, That The Scherzer Rolling Lift Bridge Company, a corporation of Illinois, for and in consideration of one ($1.00) dollar to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey to A. & P. Roberts Company, a corporation, all its remaining right, title and interest in and to that certain contract made and entered into by the said The Scherzer Rolling Lift Bridge Company and the Sanitary District of Chicago, bearing date the 9th day of August, A. D. 1898, for the making and the erection of the substructure and superstructure of a railroad bridge crossing the Main Drainage Channel on its line near Campbell avenue, in the City of Chicago, on Contract Section "O," and the extra work which may be ordered thereunder, and all moneys which may be earned thereunder and payable for the doing of said superstructure work, as it progresses, and for any expediting thereof, and for any extra work connected therewith, and for final payment thereunder when completed, including retained percentage on said superstructure work.

In Witness Whereof, The said The Scherzer Rolling Lift Bridge Company has hereunto caused its name to be set and its corporate seal to be affixed by its officers duly authorized so to do, this .... day of February, A. D. 1900.

The Scherzer Rolling Lift Bridge Company,
By. .....
President.
Attest:
.....
Secretary.

The following is

FORM OF AGREEMENT WITH A. & P. ROBERTS COMPANY AS TO ASSIGNMENT OF CONTRACT FOR SUPERSTRUCTURE OF EIGHT-TRACK BRIDGE ON SECTION O NEAR CAMPBELL AVENUE.

Know All Men by These Presents, That the undersigned A. & P. Roberts Company, a corporation, in consideration of the assignment to it by The Scherzer Rolling Lift Bridge Company of all the right, title, claims and interest of the said The Scherzer Rolling Lift Bridge Company in and to the remaining portion of their contract for the making and erection of the railroad bridge crossing the Main Drainage Channel, on its line near Campbell Avenue, in the City of Chicago, on Contract Section "O" (the substructure work having been heretofore assigned by said company), and any extra work ordered thereunder, and in and to any moneys

that may become due thereunder, and of the consent and approval of the Sanitary District of Chicago thereto; and that the said Sanitary District of Chicago agrees also, with the undersigned, that upon the completion of the superstructure work it will estimate the same in full and make final payment thereon, including all retained percentages on said superstructure work; does hereby, on its part, covenant and agree with the said Sanitary District of Chicago, to carry out and perform all the terms and conditions as set forth in the said contract relating to all work appertaining thereto, in accordance with the terms of the written order of Isham Randolph, Chief Engineer, addressed to the A. & P. Roberts Company, dated February 19, 1900, together with any changes or extra work which may be ordered by the Chief Engineer of the said Sanitary District of Chicago at the prices stated in said contract; and the said A. & P. Roberts Company hereby covenants and agrees faithfully to carry out said agreement so far as the same relates to the execution of said work for said bridge in consideration of the payments to be made to said A. & P. Roberts Company as the work progresses at the prices therein stated, and of the payment to it of all sums earned thereunder and payable thereunder, including retained percentages, within thirty (30) days after the said work shall be completed.

The said A. & P. Roberts Company to enter into a good and sufficient bond, payable to the said Sanitary District of Chicago, in the penal sum of seventy thousand ($70,000) dollars for the faithful performance of said contract.

In Witness Whereof, The said A. & P. Roberts Company has hereunto caused its name to be set and its corporate seal to be hereto affixed by its officers duly authorized so to do, this .... day of February, A. D. 1900.

.....

By.....

President.

Attest:

....

Secretary.

The following is

THE FORM OF CONSENT AND APPROVAL OF SANITARY DISTRICT OF CHICAGO TO ASSIGNMENT OF CONTRACT FOR SUPERSTRUCTURE OF EIGHT-TRACK BRIDGE ON SECTION O, NEAR CAMPBELL AVENUE.

Know All Men by These Presents, That the Sanitary District of Chicago hereby consents and approves of the assignment by The Scherzer Rolling Lift Bridge Company, a corporation, to A. & P. Roberts Company, a corporation, of all the remaining part of its contract with the Sanitary District of Chicago, dated the 9th day of August, A. D. 1898, for the making and the erection of the railroad bridge crossing the Main Drainage Channel, on its line near Campbell Avenue, in the City of Chicago, on Contract Section "O," and the Sanitary District of Chicago will pay to the said A. & P. Roberts Company all moneys which may become due to it under and by virtue of said assignment; and that the work pertaining to the superstructure of said bridge shall be paid for as the work progresses, in accordance with the terms and conditions of said contract, and will estimate the same in full and will make final payment thereon, including the retained percentage, to the said A. & P. Roberts Company; but the consent and approval of this assignment is conditioned upon the said The Scherzer Rolling Lift Bridge Company filing with the Clerk of said District a bond in the penal sum of thirty-five thousand ($35,000) dollars, payable to the Sanitary District of Chicago, subject to the conditions hereinafter mentioned, which shall be satisfactory to the Board of Trustees, to secure the successful operation of said bridge, as a movable structure when fully completed, in the event that the said bridge shall be equipped with operating machinery within the period of seven (7) years from the date hereof, according to the design plans and specifications of said bridge furnished to the Sanitary District of Chicago by said The Scherzer Rolling Lift Bridge Company, and constructed under the supervision of said The Scherzer Rolling Lift Bridge Company, and excepting that the said The Scherzer Rolling Lift Bridge Company shall not be liable if the said Sanitary District shall change or cause to be changed said design and plans subsequent hereof, or in case such failure, if any, shall result from defects in the substructure work and anchorage, or in any deterioration in the material; and,

Further, the consent and approval of this assignment is conditioned upon the said The Scherzer Rolling Lift Bridge Company executing a written instrument, under seal, releasing the said Sanitary District of Chicago, from all claims, extras, damages and all moneys whatsoever which the said The Scherzer Rolling Lift Bridge Company may have, either at law or in equity, against the said

Sanitary District of Chicago growing out of or relating to said contract of August 9th, A. D. 1898; and that the said A. & P. Roberts Company will, within ten days from this date, file with the Clerk of the said Sanitary District of Chicago, a good and sufficient bond which shall be satisfactory to the Board of Trustees of the Sanitary District of Chicago, in the penal sum of seventy thousand ($70,000) dollars, and payable to the said Sanitary District of Chicago, conditioned for the faithful performance, on its part, of said contract in so far as the same pertains to the said superstructure of said work.

In Witness Whereof, The Sanitary District of Chicago has caused its name to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, this . . . day of February, A. D. 1900.

The Sanitary District of Chicago,

By.....

President.

Attest:

....

Clerk.

The following is

THE FORM OF WAIVER AND RELEASE OF THE SCHERZER ROLLING LIFT BRIDGE COMPANY AS TO CLAIMS FOR DAMAGES ON CONTRACT FOR SUB AND SUPERSTRUCTURE OF EIGHT-TRACK BRIDGE ON SECTION O, NEAR CAMPBELL AVENUE.

WHEREAS, The undersigned, The Scherzer Rolling Lift Bridge Company, has a certain contract with the Sanitary District of Chicago for the building of the superstructure of a certain railroad bridge at Campbell Avenue, in the City of Chicago, bearing date the 9th day of August, A. D. 1898; and,

WHEREAS, Also, the undersigned has also certain claims for damages against the Sanitary District of Chicago, arising on the said contract by reason of having been delayed and otherwise damaged in the doing of the substructure work and superstructure work under said contract; the substructure work of said contract having been heretofore, with the consent of the said Sanitary District of Chicago, duly assigned to McArthur Brothers Company; and,

WHEREAS, In said assignment the said The Scherzer Rolling Lift Bridge Company retains its claim for damages with reference to said substructure work; and,

WHEREAS, The undersigned has assigned the doing of all the remaining work designated by said contract to A. & P. Roberts Company, a corporation; and,

WHEREAS, The Sanitary District of Chicago has consented to the said assignment, and the said A. & P. Roberts Company now propose to forthwith proceed with the said work and to expedite the doing of the same; and,

WHEREAS, It is now the purpose and intention of the said The Scherzer Rolling Lift Bridge Company and the said Sanitary District of Chicago to compromise and settle all pending questions in dispute between the said parties growing out of or connected with the said contract of August 9th, A. D. 1898, both with reference to the substructure and superstructure work thereof; and it being further the intention and purpose to release and discharge the said The Scherzer Rolling Lift Bridge Company from all claims whatsoever under said contract of August 9th, A. D. 1898, of every name and nature, and from all liability which it may be under to the said Sanitary District of Chicago, on its bond heretofore given for the faithful performance of said contract of August 9th, A. D. 1898.

Now, Therefore, The undersigned, The Scherzer Rolling Lift Bridge Company, hereby, in consideration of the premises and of the sum of one ($1.00) dollar by it received from the Sanitary District of Chicago, waives and relinquishes and discharges the said Sanitary District of Chicago of and from all claims for damages, both at law and in equity, which it now has against the said Sanitary District of Chicago in reference to the substructure work and superstructure work embraced in the said contract.

In Witness Whereof, The said The Scherzer Rolling Lift Bridge Company has hereunto caused its name to be set and its seal to be affixed, this .... day of February, A. D. 1900.

The Scherzer Rolling Lift Bridge Company,

By.....

President.

Attest:

.....

Secretary.

The following is

THE FORM OF WAIVER AND RELEASE OF SANITARY DISTRICT OF CHICAGO AS TO CLAIMS FOR DAMAGES ON CONTRACT FOR SUB AND SUPERSTRUCTURE OF EIGHT-TRACK BRIDGE ON SECTION O, NEAR CAMPBELL AVENUE.

WHEREAS, There are pending questions in dispute between the Sanitary District of Chicago and The Scherzer Rolling Lift Bridge Company, with reference to a certain contract between the said parties, bearing date the 9th day of August, A. D. 1898, for the building of a railroad bridge crossing the Main Drainage Channel on its line near Campbell Avenue, in the City of Chicago, on Contract Section "O;" and,

WHEREAS, It is the desire, intention and purpose of the said parties to said contract to settle, adjust and compromise said pending questions, and to mutually release each other from all claims for damages arising out of or on account of said contract, and the said The Scherzer Rolling Lift Bridge Company having, in an instrument under seal, duly executed by its proper corporate officers, released and discharged the said Sanitary District of Chicago from all claims for damages growing out of said contract, and the said The Scherzer Rolling Lift Bridge Company having duly assigned the remaining part of said contract for said bridge to A. & P. Roberts Company, with the approval and consent of the said Sanitary District of Chicago, conditioned as therein stated, and the said A. & P. Roberts Company having accepted the said assignment in manner and form satisfactory to the said Sanitary District;

Now, Therefore. The said Sanitary District of Chicago, in consideration of the premises and of the sum of one dollar ($1.00) by it received from the said The Scherzer Rolling Lift Bridge Company, hereby waives, relinquishes and discharges the said The Scherzer Rolling Lift Bridge Company of and from all claims for damages whatsoever, and from all actions, causes of action and claims of every name or nature, either at law or in equity, which it now has or may hereafter arise, against the said The Scherzer Rolling Lift Bridge Company in reference to said contract of August 9th, A. D. 1898, and hereby consents that the bond for seventy thousand ($70,000) dollars, heretofore given by the said The Scherzer Rolling Lift Bridge Company for the faithful performance by it of said contract, may be cancelled and the parties thereto released and discharged from any and all liabilities thereon, which is hereby done, and the said The Scherzer Rolling Lift Bridge Company, and its surety, is wholly discharged thereon.

In Witness Whereof, The Sanitary District of Chicago has caused its name to be hereto signed by its President and attested by its Clerk, and its corporate seal to be affixed, this .... day of February, A. D 1900, by its officers, duly authorized by the said District so to do.

The Sanitary District of Chicago,

By..... ....

President.

Attest:

.....

Clerk.

REPORT IN REFERENCE TO STOPPAGE OF STEAMER "SPAULDING" IN THE RIVER AT ELEVATOR D.

The Clerk presented and read a communication from the Armour Elevator Company in reference to the stoppage of the steamer "Spaulding" in the Chicago River at Elevator D, which, by unanimous consent, was ordered printed and placed on file on motion of Mr. Eckhart, seconded by Mr. Mallette.

The following is

THE COMMUNICATION:

"CHICAGO, February 17, 1900.

Drainage Canal Commissioners, Chicago:

GENTLEMEN—We beg to state for your information that, from the reports we have received, concerning the affair at the river and Elevator D, yesterday, regarding the "Spaulding," will say that, apparently, the trouble could have been avoided had the Steamer "Bielman," which was laying alongside slip at Elevator D, been removed before the attempt was made to take the "Spaulding" out of the slip.

At the entrance of Elevator D slip the corners are round, so as to provide for the movement of vessels in and out of the slip, but it was impossible to get the benefit of them for the reason that the end of the Steamer "Bielman" extended across the entrance to the slip.

We think if the "Bielman" had been removed first, there would have been no

trouble in taking the "Spaulding" out of the slip.

Respectfully,

(Signed) ARMOUR ELEVATOR CO.,
G. E. MARCY.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.

Joseph F. Haas.
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 21, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, February 21, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter — eight members, were present, Mr. Mallette arriving subsequently.

President Boldenweck then called the Board to order

MINUTES.

The minutes of the regular meetings, held February 7th and 14th, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

G. M. Wisner (expense)		$ 54 14

GENERAL ACCOUNT.

William Kiernan (sundries, Steamer Juliet)	$ 18 37	
Arthur R. Reynolds (streams examination)	210 87	
John F. Higgins (printing proceedings, etc.)	242 31	
		$ 471 55

POLICE DEPARTMENT.

Tedens & Dystrup (oil, etc.)	$ 2 75	
Mrs. A. Hartwig (laundry)	4 00	
		$ 6 75

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River dredging)	$ 2,493 75	
Lydon & Drews Company (Lake Front Park filling)	2,400 00	
Hayes Bros. (Sec. O—P. H. Bridge)	24 20	
Hayes Bros. (Sec. O, sluice gate)	52 01	
Hayes Bros. (Sec. N, grading, etc.)	998 61	
The Toledo Bridge Company (Sec. K, Belt Ry. Co. Br.)	1,569 57	
Green's Dredging Company (Sec. O, collateral channel)	1,549 20	
Gahan & Byrne (Sec. 18, February 15, 1900)	10,036 25	
The J. G. Wagner Company (Sec. 18, Cass Street Bridge)	1,332 62	
Joseph F. Haas, Clerk (Sec. 15, Bear Trap Dam)	1,252 95	
		$ 21,709 16
Grand total		$ 22,241 60

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth (*except as to vouchers in favor of Hayes Bros. for $24.20, $52.01 and $998.61, on which he voted nay*) and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE FOR BY-PASS ALONG THE CHICAGO RIVER.

The Clerk presented a report from the Chief Engineer, being final certificate in reference to the completion of the contract with Messrs. Griffiths & McDermott for the superstructure for the By-pass along the Chicago River; the report being accompanied by Chief Engineer's voucher for final payment on account of same.

By unanimous consent the report and the accompanying voucher were referred to the Committee on Engineering.

In the same connection Mr. Jones moved that all matters of this character be hereafter transmitted to the Committee on Engineering before being brought before the Board.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO DESTRUCTION OF UNISSUED BONDS.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance, attested by the President and Clerk, as to the destruction of the one thousand 3½% bonds, in accordance with the action of the Board at the meeting held February 14, 1900 (page 6294 of the Proceedings).

By unanimous consent the report was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 16, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—Pursuant to the order of your Honorable Body passed February 14, 1900 (page 6294 of the Proceedings), this Committee, together with the President and Clerk of the District, did, on February 15, 1900, destroy, by burning, the one thousand (1,000) three and one-half per cent bonds of the Sanitary District of Chicago, each for one thousand (1,000) dollars and numbered 14,091 to 15,090, both inclusive, the same being the bonds in the hands of the Clerk, printed under an ordinance adopted by the Board December 20, 1899 (page 6192–

6193 of the Proceedings), and repealed January 17, 1900.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
Committee on Finance.

Attest:

WM. BOLDENWECK,
President.
JOSEPH F. HAAS,
Clerk."

COMMUNICATION FROM SCHERZER ROLLING LIFT BRIDGE COMPANY IN REFERENCE TO SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER IN THE CITY OF CHICAGO.

The Clerk presented and read a communication from the Scherzer Rolling Lift Bridge Company making certain propositions in reference to the erection of the sub and superstructure of the bridge for Canal Street across the Chicago River in the City of Chicago, the communication being accompanied by letters from the Fitz-Simons & Connell Company and the Chicago Bridge and Iron Company and blue print and plans in reference to the same.

By unanimous consent the communication and accompanying papers were ordered printed and referred to the Committee on Engineering on motion of Mr. Jones, seconded by Mr. Carter.

The following is

THE COMMUNICATION WITH ACCOMPANYING PROPOSITIONS:

"CHICAGO, February 21st, 1900.

To the Board of Trustees, the Sanitary District of Chicago, Security Building, Chicago, Ill.:

GENTLEMEN—In the best interests of the tax-payers of the Sanitary District of Chicago and in defense of ourselves, we are impelled to submit to you the following proposition:

We will furnish the superstructure of a Scherzer Rolling Lift Bridge, equipped with operating machinery and electrical equipment, complete in every respect and ready for operation, in accordance with the plans of a Scherzer Rolling Lift Bridge submitted herewith, and conforming to the specifications of the Sanitary District of Chicago controlling the Schinke Highway Rolling Bascule Bridge, upon which bids are received by your Honorable Board to-day, for the sum of eighty five thousand ($85,000) dollars. This price includes the right to construct the bridge under our patents, the furnishing by us of all general plans, making and checking of shop plans, and supervision of the construction of the bridge. These items we value at fifteen thousand ($15,000) dollars.

To prove that our above offer is bona fide, we submit herewith a proposition from the Chicago Bridge and Iron Company to build the superstructure, as above, for the sum of seventy thousand ($70,000) dollars.

The required substructure we offer to furnish in accordance with the schedule accompanying the specification at the inclosed unit prices, submitted by the Fitz-Simons & Connell Company, which, according to the estimated quantities, will make the total cost of the substructure forty-three thousand ($43,000) dollars. This amount includes the removal of the old bridge according to the specifications.

The superior merits of our bridge over the Schinke Bridge are too well-known to be discussed at this time.

Respectfully yours,

(Signed)

The Scherzer Rolling Lift Bridge Company,

By ALBERT H. SCHERZER,
President."

"CHICAGO, Ill., Feb. 21st, 1900.

We hereby propose to furnish all material and do all the substructure work required for a proposed Scherzer Rolling Lift Bridge across the Chicago River at Canal Street, for the Sanitary District of Chicago, in accordance with the specifications of the Sanitary District of Chicago, now on file for a proposed Highway Rolling Bascule Bridge at this locality, and the accompanying plans of a Scherzer Rolling Lift Bridge; the work to include the removal of the present superstructure and present substructure work there, at the following prices, adopting the substructure schedule furnished with the general specifications, to-wit:

(a) For each cubic yard of excavating, price to include all necessary refilling, $2.50.

(b) For sheet piling and bracing for 1,000 feet, B. M. (price named to cover all spikes, bolts or other iron to be used in constructing same) as per terms of contract, per thousand, $40.00.

(c) For oak timber in wales, fenders in pier protections and docks, per 1,000 feet, B. M. (price named to cover all spikes, bolts, tie-rods, bands or other iron to be used in constructing same) as per terms of this contract, per thousand, $50.00.

(d) For pine piles delivered on site of work, as specified, per lineal foot, 20c.

(e) For oak piles delivered at site of work, as specified, per lineal foot, 20c.

(f) For piles driven in foundation, as specified, per lineal foot, 30c.

(g) For oak piles driven in protection and dock, as specified, per lineal foot, 25c.

(h) For each cubic yard of Portland Cement Concrete, as specified, $7.00.

(i) For each cubic yard of completed masonry (granite) per terms of contract, $70.00.

(j) For handling and placing iron required in substructure for anchorage, per ton, $10.00.

As there are no unit prices provided for in the schedule for removal of superstructure, removal of protection piles and timber, removal of stone and concrete masonry piers, removal of foundation piles under old piers and abutment walls, and most of the timber, etc., which will be required for sheeting, bracing and protecting pits, we distribute the cost of these items over the items enumerated in the schedule.

Respectfully submitted,

(Signed) *The Fitz-Simons & Connell Co.*,
By C. J. CONNELL,
President."

"CHICAGO, Ill., Feb. 20th, 1900.

The Scherzer Rolling Lift Bridge Company, 1616 Monadnock Block, Chicago, Ill.:

GENTLEMEN—The Chicago Bridge and Iron Company will build a Scherzer Rolling Lift Bridge at Canal Street, in general as to plans shown the writer this day, based on an estimate of 585,000 lbs. of structural material; 24,000 lbs. cast steel lower tracks; 115,000 lbs. of machinery, including rack of operating strut; 600,000 lbs. counterweight; also, timber work, hand-railings, operating houses and electrical equipment, for the sum of seventy thousand ($70,000) dollars.

Respectfully yours,

(Signed) *The Chicago Bridge and Iron Co.*,
By HORACE E. HORTON,
President."

ORDER IN REFERENCE TO MEDAL AND TESTIMONIAL FOR HONORABLE WILLIAM LORIMER.

Mr. Braden presented, and seconded by Mr. Carter, moved the adoption of the following

ORDER:

"WHEREAS, The Honorable William Lorimer, a representative in Congress from the Second Congressional District of Illinois, rendered valuable services to the Sanitary District of Chicago in the various conferences and negotiations, both official and unofficial, held in the City of Springfield and in the National Capitol at Washington previous to and leading to the opening of the Chicago Drainage Channel; therefore, be it

Ordered, By the members of the Board of Trustees of the Sanitary District of Chicago that as a slight token of our recognition for the valuable services rendered by Mr. Lorimer to the Board of Trustees and to the Sanitary District, an official medal bearing the name of the Honorable William Lorimer and the date of opening of the Chicago Drainage Channel be and is hereby directed to be sent to the Congressman from the Second Congressional District of Illinois together with an enrolled and engrossed copy of these resolutions duly attested by the President and Clerk of the Board of Trustees of the Sanitary District of Chicago."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

RESOLUTION IN REFERENCE TO EXPENDITURES WITH REGARD TO SECURING FAVORABLE ACTION FOR DEEP WATERWAY.

Mr. Jones presented, and seconded by

Mr. Smyth, moved the adoption of the following

RESOLUTION:

"WHEREAS, The act of the General Assembly of the State of Illinois under which was organized the Sanitary District of Chicago, contemplates that the Main Drainage Channel of the Sanitary District shall become a part of a commercial deep water-way connecting the Great Lakes with the Mississippi River and the Gulf of Mexico; and,

WHEREAS, The depth, width and capacity of the said Drainage Channel from Lake Michigan to the Controlling Works at Lockport, have met every requirement, as well as the entire spirit of the law in regard to the deep water-way, and of the thirty-four million dollars ($34,000,000) expended in the construction of said Channel by the Sanitary District, fully eighteen million dollars ($18,000,000) may be regarded as having been expended for navigation purposes, and as in excess of the expenditure that would have been strictly required for sewage disposal only; and,

WHEREAS, It is now incumbent that the Sanitary District, as well as the entire State of Illinois, should exert every energy to secure favorable action from Congress for surveys, estimates and appropriations necessary to continue the commercial deep water-way from Lockport to the Mississippi River; and,

WHEREAS, The Illinois River Valley Association, now actively engaged in the agitation of this great public improvement and in the raising of funds to meet the necessary expenditures involved, has requested the sum of $5,000.00 as the pro rata amount to be appropriated by this community; therefore, be it

Resolved, That the Joint Committee on Federal Relations and Engineering be directed to take such means as may, in its discretion, seem proper to secure favorable action in this regard from the present Congress of the United States, now in session at Washington; and that the sum of five thousand dollars ($5,000.00) be and the same is hereby appropriated to be disbursed by the said Committee, upon the voucher of the Chairman thereof, to meet the expenditures necessarily involved in the promotion of this public improvement by said Committee."

Mr. Carter, seconded by Mr. Eckhart, moved to amend the resolution by striking out the words "that the sum of $5,000 be and the same is hereby appropriated to be disbursed by the said Committee upon the voucher of the Chairman thereof to meet the expenditures necessarily involved in the promotion of this public improvement by said Committee," and insert in lieu thereof the words "that the Joint Committee on Federal Relations and Engineering be empowered to make such expenditures as may become necessary in the presentation of the memorial by the Board of Trustees of the Sanitary District of Chicago and in the promotion of this public improvement by said Committee."

On roll-call on the motion of Mr. Carter to amend the resolution the vote stood: Yeas — Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, and Mallette—six. Nays—Messrs. Jones Smyth and Wenter—three.

Upon this result the President declared the motion carried.

On roll-call on the adoption of the resolution as amended, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result, the President declared the resolution adopted as amended.

The following is

THE RESOLUTION AS AMENDED AND ADOPTED:

"WHEREAS, The Act of the General Assembly of the State of Illinois under which was organized the Sanitary District of Chicago contemplates that the Main Drainage Channel of the Sanitary District shall become a part of a commercial deep water-way connecting the Great Lakes with the Mississippi River and the Gulf of Mexico; and

WHEREAS, The depth, width and capacity of the said Drainage Channel from Lake Michigan to the Controlling Works at Lockport have met every requirement as well as the entire spirit of the law in regard to the deep water-way, and of the thirty-four million (34,000,000) dollars expended in the construction of said Channel by the Sanitary District, fully eighteen million ($18,000,000) dollars may be regarded as having been expended for navigation purposes and as in excess of the expenditure that would have been strictly required for sewage disposal only; and

WHEREAS, It is now incumbent that the Sanitary District, as well as the entire State of Illinois, should exert every energy to secure favorable action

from Congress for surveys, estimates and appropriations necessary to continue the commercial deep water-way from Lockport to the Mississippi River; and

WHEREAS, The Illinois River Valley Association, now actively engaged in the agitation of this great public improvement and in the raising of funds to meet the necessary expenditures involved, has requested the sum of $5,000 as the pro rata amount to be appropriated by this community; therefore, be it

Resolved, That the Joint Committee on Federal Relations and Engineering be directed to take such means as may in its discretion seem proper to secure favorable action in this regard from the present Congress of the United States, now in session at Washington, and that the Joint Committee on Federal Relations and Engineering be empowered to make such expenditures as may become necessary in the presentation of the memorial by the Board of Trustees of the Sanitary District of Chicago and in the promotion of this public improvement by said Committee."

PRESENTATION OF BIDS FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER, IN THE CITY OF CHICAGO.

The President then announced that in conformity with the advertisement inviting proposals for sub and superstructure of the bridge for Canal Street across Chicago River, in the City of Chicago, giving sixty days' notice, as required by the Sanitary District Act, the Board would now proceed to open bids received in response to same.

The Clerk then proceeded to open the bids as shown hereafter.

Mr. Mallette, seconded by Mr. Smyth, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE SCHEDULE OF BIDS FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO.

No. of Bid as Received	NAME AND ADDRESS OF BIDDER.	Amount Deposited with Bid.
1	The Toledo Bridge Company, Toledo, O.	$1,500 00
2	Chicago Bridge and Iron Company, Chicago, Ill.	1,500 00
3	The King Bridge Company, Cleveland, O.	1,500 00
4	The J. G. Wagner Company, Milwaukee, Wis.	1,500 00
5	Massillon Bridge Company, Massillon, O.	1,500 00
6	C. L. Strobel, Chicago, Ill.	1,500 00
7	The Gillette Herzog Manufacturing Company, Minneapolis, Minn.	1,500 00
8	Roemheld & Gallery, Chicago, Ill.	1,500 00
9	The Pennsylvania Steel Company, Steelton, Pa.	1,500 00

The following are

THE BIDS IN DETAIL FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO.

In Order of Magnitude—Lowest Bid First—Opened February 21, 1900.

No. of Bid as Received.	No. of Bid in Order of Magnitude.	NAME AND ADDRESS OF BIDDER.	—a— Excavation—6,000 Cu. Yds.		—b— Sheet Piling & Bracing—60,000 ft. B. M.		—c— Oak Timber in Wales —12,000 ft. B. M.		—d— Pine Piles Delivered—21,820 l. ft.		—e— Oak Piles Delivered —8,095 l. ft.		—f— Piles Driven in Foundation—21,820 l. ft.		—g— Oak Piles in Protection—8,095 l. ft.		—h— Portland Cement Concrete—1,567 C. Y.		—i— Masonry—33.03 Cu. Yds.		—k— Superstructure Complete.	—l— Extra Medium or Soft Steel—Cents Per lb.	—m— Extra Iron Castings—Cents Per lb.	—n— Extra Steel Castings—Cents Per lb.	—o— Extra Phosphor Bronze—Cents Per lb.	—p— Extra Counter Weight Block Castings—Cents Per lb.	Total.
			Price per Cu. Yd.	Total.	Price per 1,000 ft. B. M.	Total.	Price per 1,000 ft. B. M.	Total.	Price per l. ft.	Total.	Price per l. ft.	Total.	Price per l. ft.	Total.	Price per l. ft.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.							
8	1	Roemheld & Gallery, Chicago, Ill	$0 85	$ 5,100 00	$72 00	$4,320 00	$56 00	$672 00	$0 22	$4,800 40	$0 23	$1,861 85	$0 32	$6,982 40	$0 18	$1,457 10	$7 75	$12,144 25	$75 00	$2,477 25	$ 87,398 00	6	7½	11	50	2½	$127,213 25
7	2	The Gillette Herzog Manufacturing Company, Minneapolis, Minn.	2 50	15,000 00	40 00	2,400 00	50 00	600 00	20	4,364 00	20	1,619 00	30	6,546 00	30	2,428 50	7 00	10,969 00	70 00	2,312 10	115,913 00	8	5	10	30	2	162,151 60
9	3	The Pennsylvania Steel Company, Steelton, Pa	2 00	12,000 00	45 00	2,700 00	55 00	660 00	19	4,145 80	20	1,619 00	30	6,546 00	25	2,023 75	6 62	10,373 54	65 00	2,146 95	129,500 00	6½	8½	12½	35	2 6-10	171,715 04
6	4	C. L. Strobel, Chicago, Ill	96	5,760 00	82 00	4,920 00	71 00	852 00	27	5,891 40	27	2,185 65	38	8,291 60	17	1,376 15	8 80	13.789 60	79 00	2,609 37	126,600 00	6	6	12	35	3¼	172,275 77
2	5	Chicago Bridge and Iron Company, Chicago, Ill	3 00	18,000 00	44 00	2,640 00	55 00	660 00	22	4,800 40	22	1,780 90	33	7,200 60	28	2,266 60	7 70	12,065 90	77 00	2,543 31	125.700 00	7	8	10	60	2¼	177,657 71
4	6	The J. G. Wagner Company, Milwaukee, Wis	2 20	13,200 00	45 00	2,700 00	55 00	660 00	20	4,364 00	22	1,780 90	30	6,546 00	25	2,023 75	6 90	10,812 30	70 00	2,312 10	134,000 00	4¾	4½	8	45	1¾	178,399 05
5	7	Massillon Bridge Company, Massillon, O	2 75	16,500 00	44 00	2,640 00	55 00	660 00	22	4,800 40	22	1,780 90	33	7,200 60	28	2,266 60	7 70	12,065 90	77 00	2,543 31	130,000 00	6	9	15	60	2½	180,457 71
3	8	The King Bridge Company, Cleveland, O	3 00	18,000 00	47 50	2,850 00	62 50	750 00	25	5,455 00	25	2,023 75	35	7,637 00	30	2,428 50	8 50	13,319 50	85 00	2,807 55	145,800 00	5 9-10	2 6-10	10	62½	3 1-10	201,071 30
1	9	The Toledo Bridge Company, Toledo, O	3 50	21,000 00	50 00	3,000 00	60 00	720 00	27	5,891 40	12	971 40	37	8,073 40	30	2,428 50	9 00	14,103 00	90 00	2,972 70	145,000 00	6	2½	10	60	3	204,160 40

SUSPENSION OF RULES AND ADJOURNMENT TO SPECIAL TIME.

Mr. Jones, seconded by Mr. Eckhart, moved that the rules be suspended.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

Mr. Jones, seconded by Mr. Smyth, then moved that when this Board adjourns, it shall adjourn to meet Wednesday, March 7, 1900, at 2 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 24 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Saturday, February 24, 1900, at 9:00 o'clock A. M., pursuant to call.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Mallette —six members, were present, Messrs. Braden and Smyth arriving subsequently.

President Boldenweck then called the Board to order.

CALL FOR MEETING.

The Clerk then read the call for the meeting, which is as follows:

"CHICAGO, February 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the request of the President, and in accordance with Rule 4 of the Rules and Regulations, I hereby call a special meeting of the Board of Trustees of the Sanitary District of Chicago, to be held in the Rooms of the Board, eleventh floor, Security Building, on Saturday, February 24th, 1900, at 9 o'clock A. M., for the purpose of approving the bonds of The Scherzer Rolling Lift Bridge Company and the A & P. Roberts Company in the settlement and adjustment of the contract between The Scherzer Rolling Lift Bridge Company and the Sanitary District of August 9th, 1898, and for such other business as may come before said Board.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,

Clerk."

REPORT TRANSMITTING NEW BONDS IN CONNECTION WITH CONTRACT FOR EIGHT-TRACK BRIDGE.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance transmitting the bond submitted by The Scherzer Rolling Lift Bridge Company in the sum of $35,000, and by the A. & P. Roberts Company in the sum of $70,000, in lieu of the Bond now on file with the District in the sum $70,000, in accordance with the action of the Board at the meeting held February 17, 1900, (page 6298 of the Proceedings), the report recommending that the surety on the bond originally given by The Scherzer Rolling Lift Bridge Company in the sum of $70,000 be released from further liability thereon, and that the bond of the A. & P. Roberts Company in the sum of $70,000 and of The Scherzer Rolling Lift Bridge Company in the sum of $35,000, furnished in lieu of said original bond, be approved by the Board of Trustees.

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly and Mallette—five. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that the Committee has examined the bond submitted by The Scherzer Rolling Lift Bridge Company in the sum of thirty five thousand (35,000) dollars, and the bond of A. & P. Roberts Company in the sum of seventy thousand (70,000) dollars, by each of said corporations, respectively, furnished in lieu of the bond now on file with the District in the sum of seventy thousand (70,000) dollars, whereon The Scherzer Rolling Lift Bridge Company is principal and the City Trust, Safe Deposit and Surety Company of Philadelphia is surety; that these bonds are furnished by said corporations in accordance with the requirements of the report of the Committee on Engineering to the Board of Trustees at the meeting held February 17, A. D. 1900; and that the Committee finds that said bonds are executed in proper form and that the surety, the City Trust, Safe Deposit and Surety Company of Philadelphia, is sufficient.

The Committee, therefore, recommends that the surety on the bond originally given by The Scherzer Rolling Lift Bridge Company, to-wit, in the sum of seventy thousand (70,000) dollars, be released from further liability thereon; that the bond of the A. & P. Roberts Company, in the sum of seventy thousand (70,000) dollars, and the bond of The Scherzer Rolling Lift Bridge Company, in the sum of thirty-five thousand (35,000) dollars, furnished in lieu of said original bond given by The Scherzer Rolling Lift Bridge Company, be approved by the Board of Trustees.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Accompanied by two bonds.)

ORDER AUTHORIZING PAYMENT OF PAY-ROLLS FOR FEBRUARY, 1900.

Mr. Carter presented and, seconded by Mr. Jones, moved the adoption of the following

ORDER:

"*Ordered,* That the President and Clerk be authorized to draw a warrant in the sum of twenty thousand dollars on the Treasurer of the District, payable to the order of Joseph F. Haas, Clerk; the proceeds of same to be used in meeting the pay-rolls of the District for the month of February, 1900, and to be charged to the account of Joseph F. Haas, Clerk.

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—None.

Upon which result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Smyth, the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 7, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, March 7, 1900, at 2 o'clock P. M.

On roll-call Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six members, were present.

In the absence of the President the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Carter, seconded by Mr. Mallette, moved that Mr. Thomas Kelly be elected temporary Chairman.

The motion prevailed unanimously, and Mr. Kelly thereupon took the Chair.

MINUTES.

The minutes of the special meeting held February 17, of the regular meeting held February 21, and of the special meeting held February 24, 1900, were approved as printed, on motion of Mr. Mallette, seconded by Mr. Wenter.

VOUCHERS.

The Clerk presented the following vouchers :

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, February, 1900).....	$ 1,250 00
Engineering Department (Division of Construction Roll, Feb., 1900)...	6,107 25

Engineering Department (Division of D. and D. Roll, February, 1900)	$ 2,192 5	
Engineering Department (Division of Records Roll, February, 1900)	727 08	
		$ 10,276 88
Clerical Department (Clerk's Roll, February, 1900)		1,068 33
Law Department (Attorney's Roll, February, 1900)	$ 1,468 34	
Law Department (Joliet Roll, February, 1900)	458 33	
		$ 1,926 67
Treasury Department (Treasurer's Roll, February, 1900)		166 66
General Account (General Roll, February, 1900)	$ 475 00	
General Account (Special Roll, February, 1900)	103 00	
General Account (Streams Examination Roll, February, 1900)	135 00	
General Account (Trustees' Roll, February, 1900)	2,333 33	
		$ 3,046 33
Police Department (Marshal's Roll, February, 1900)		2,676 59
Maintenance Account (Controlling Works, February, 1900)		847 65
Total		$ 20,009 11

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (By-pass, Chicago River)	$ 1,903 01	
Lydon & Drews Company (By-pass, Chicago River)	2,741 08	
Lydon & Drews Company (Chicago River dredging)	831 25	
Lydon & Drews Company (Lake Front Park filling)	800 00	
The Toledo Bridge Company (Belt Railway Bridge)	1,738 92	
Sackley & Peterson (Lemont subway)	1,873 55	
Heldmaier & Neu (Sec. 17, crib work)	1,955 38	
Heldmaier & Neu Sec. 17, March 1, 1900)	7,371 00	
Gahan & Byrne (Sec. 17, levee)	868 88	
Gahan & Byrne (Sec. 18, Jefferson Street Bridge)	298 20	
Gahan & Byrne (Sec. 18, Dam No. 1)	1,253 27	
Gahan & Byrne (Sec. 18, Cass Street Bridge)	1,542 02	
Gahan & Byrne (Sec. 18, crib)	1,579 75	
Gahan & Byrne (Sec. 18, extra work)	10,219 08	
Gahan & Byrne (Sec. 18, March 1, 1900)	5,608 75	
C. T. T. R. R. Co. (Sec. E, bridge)	98 13	
C. T. T. R. R. Co. (Sec. O, Pan Handle Bridge)	93 75	
C. T. T. R. R. Co. (Sec. O, Pan Handle Bridge)	258 40	
The Atchison, Topeka and Santa Fe Railway Company (Sec. N, bridge)	205 25	
The Atchison, Topeka and Santa Fe Railway Company (Sec. 8, bridge)	4,416 38	
Chicago Junction Railway company (Sec. O, Pan Handle Bridge)	1,305 82	
The P., C., C. & St. L. Ry. Co. (Sec. O, Pan Handle Bridge)	125 01	
Sears, Humbert & Co. Sec. 14, concreting)	382 50	
Bates Machine Company (Sec. 15, Controlling Works)	106 61	
Thomas F. Ryan (Sec. 15, Controlling Works)	53 11	
Barrett Hardware Company (Sec. 15, Controlling Works)	26 43	
Barrett Hardware Company (Sec. 18, Dam No. 1)	157 16	
George Whitty (Sec. 17, towing)	24 00	
Economy Light and Power Company (Secs. 17 and 18, crib)	1,388 43	
The Canal Commissioners (Dam No. 1, etc.)	4,296 50	
Downey Bros. (Dam No. 1, etc)	48 00	
W. H. Gardiner (Dam No. 1, etc)	45 33	
Continental Bolt and Iron Works (Sec. O, Pan Handle Bridge)	260 49	
Continental Lumber Company (Sec. O, Pan Handle Bridge)	327 30	
The Marsh and Bingham Company (Sec. O, Pan Handle Bridge)	925 26	
Geo. M. Huss (Sec. O, Pan Handle Bridge)	2,143 05	
H. O. Stone & Co., Agents (rent C. & A. R. R. Co.)	250 00	
William Jenkinson (sundries)	64 88	
Isham Randolph (By-pass, Chicago River)	926 13	
		$ 58,512 06

ENGINEERING DEPARTMENT.

Ralph Modjeski (services)		$ 109 47

CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery)	$ 5 28	
Thayer & Jackson Stationery Company (stationery)	12 25	
Wm. Zeuch & Co. (stationery)	9 00	
The Chicago Towel Supply Company (toweling)	7 50	
Samuel L. Hanks (ice)	15 00	
		$ 49 03

GENERAL ACCOUNT.

Thayer & Jackson Stationery Company (stationery)	$ 3 30	
W. P. Nelson Company (appraising painting)	5 00	
H. Lewis & Co. (oil)	10 83	
The Chicago Chronicle Company (advertising)	13 00	
The Tribune Company (advertising)	42 30	
Chicago Journal (advertising)	9 75	
The Chicago Eagle (advertising)	15 00	
American Contractor Publishing Company (advertising)	9 75	
Thomas F. Parry (engrossing)	25 00	
The A., T. & S. F. Ry. Co. (special train)	50 00	
Kehm, Fietsch & Miller Company (printing)	75 00	
Geo. & S. M. Munroe (sundries)	21 95	
Woods Motor Cab Company (services)	4 50	
Geo. E. Haseltine (livery)	12 00	
Geo. W. Adelmann (livery)	88 00	
Illinois Trust Safety Deposit Company (rent of safe)	61 50	
Security Deposit Company (rent of offices)	498 33	
		$ 945 21

POLICE DEPARTMENT.

D. C. McCarthy (expense)		7 46

LAW DEPARTMENT.

Wyckoff, Seamans & Benedict (repairs)	$ 4 00	
Edwards & Hancock (stationery)	7 45	
The Chicago Towel Supply Company (toweling)	4 50	
Edward Thompson Company (law book)	6 00	
James D. Cockcroft (law book)	6 00	
Chicago Law Institute (assessment)	13 80	
Kickham Scanlan (fees)	125 00	
James Ray (judgment)	336 88	
Frank Vander Bogart, Clerk (fees)	113 25	
Thos. N. Jamieson, Clerk (fees)	5 00	
Christopher Mamer, Clerk (fees)	6 50	
Title Guarantee and Trust Company (opinion)	30 00	
John O'Conner (opinion)	19 00	
Murray J. Brady (stenographic services)	142 90	
Elizabeth H. Ryan (stenographic services)	8 00	
Geo. Hunt (services)	400 00	
John S. Runnells (services, January and February, 1900)	833 34	
Chas. C. Gilbert (expense)	1,104 82	
John C. Black (services)	500 00	
		$ 3,666 44

Grand total	$ 83,298 78

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1113, General Account (12,000 manila envelopes).....$40.00

Mr. Carter, seconded by Mr. Braden. moved that Requisition No. 1113, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of January, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT.

"CHICAGO, February 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN— I have the honor to transmit the report of the Law Department for the month of January, A. D. 1900.

The following are the expenses of the Law Department:

SALARIES.

Office force	$ 435 00	
Attorneys	1,700 02	
		$ 2,135 02

GENERAL EXPENSES.

Right of way (salaries)	$250 00	
Expense account	78 93	
Legal services	916 66	
Books, printing and stationery	86 85	
		$ 1,332 44
Total for January		$ 3,467 46

The following seven cases were begun during the month:

The State of Missouri versus the State of Illinois and the Sanitary District of Chicago, in the Supreme Court of the United States. This is a bill for an injunction to prevent the defendants operating the Main Drainage Channel of the Sanitary District. Leave to file the bill was granted, and summons were served returnable April 2, 1900.

Charles F. Blood versus Gahan & Byrne and the Sanitary District of Chicago, in the Justice Court of J. C. Bowen. This is an assumpsit suit for $200, and was dismissed as to the Sanitary District for want of jurisdiction.

August J. Triehull versus the Sanitary District of Chicago and the City of Chicago, General Number 204,056, in the Superior Court of Cook County. This is a suit in case for $25,000.

William Rohn versus the Sanitary District of Chicago and the City of Chicago, General Number 204,055, in the Superior Court of Cook County. This is a suit in case for $30.000. The two cases above mentioned are for damages to the brick yards and other property of the plaintiff's, caused by the closing up of Thirty-first Street.

The City of St. Louis versus the Sanitary District of Chicago, General Number 25,426, in the Circuit Court of the United States for the Northern District of Illinois. This is a bill for an injunction to restrain the defendant from discharging its sewage into the Illinois and Mississippi Rivers.

Walter C. Larned et al. versus the Sanitary District and City of Chicago, General Number 203,777, in the Superior Court of Cook County. This is a suit in case for $125,000 for damages to the real property of the plaintiffs', caused by the closing up of Thirty-first Street.

Peter McCullough versus the Sanitary District of Chicago, General Number 203,113, in the Circuit Court of Cook County. This is a suit for $10,000 for personal injuries.

The following proceedings were had in the several suits mentioned:

The case of Richard Free et al. versus the Sanitary District of Chicago, General Number 183,631, in the Superior Court of Cook County, was reached for trial before Judge Chytraus and dismissed.

The case of Smith & Eastman versus the Sanitary District, for extras amount-

ing to $175,000, was reached before Judge Neely and passed to the September term.

In the case of the People ex rel. the Sanitary District versus Philip Knopf, demurrer of the defendant was argued before Judge Tuley and overruled, and a writ of mandamus issued in accordance with the prayer of the petition. The position of the lower court in this case has been sustained by the Supreme Court in a recent decision involving the same propositions.

Commissioners of the Highways of the Township of Lemont versus the Sanitary District of Chicago, General Number 199,681, in the Circuit Court of Cook County. In this case a stipulation has been executed providing for the dismissal of this suit and the vacation of the order granting the injunction.

A stipulation has been executed providing for the dismissal of the case of the Sanitary District of Chicago versus Ricker, Lee & Co. in the Circuit Court of Cook County, which was an action for $40,000 on the bond of the said contractors, and also providing for the abandonment by the said contractors of the case of Ricker, Lee & Co. versus the Sanitary District of Chicago in the United States Circuit Court of Appeals.

In the case of the Sanitary District of Chicago, appellant, versus Bridget McGuirl, appellee, in the Appellate Court of the First Illinois District, an opinion has been rendered reversing the judgment entered in the Circuit Court for $17,500 against the Sanitary District.

In addition to the above cases and proceedings the drafting of the Committee reports, ordinances and resolutions in reference to the tax levy for the year 1900 and the new issue of currency bonds, together with the preparation of several opinions, have occupied the time of the Law Department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of February, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 10,852 51
From J. F. Haas, Clerk, account of Construction Account	$ 177 00	
From J. F. Haas, Clerk, account of Construction Account	628 30	
From J. F. Haas, Clerk, account of Tax Levy, 1900	167 95	
From sale of bonds, account of Bond Account	1,000,000 00	
From sale of bonds, account of Bond Premium and Interest Account	16,352 50	
From Chicago National Bank, account of Interest Account	154 31	
Total cash received for month		$ 1,017,480 06
		$ 1,028,332 57

Disbursements.

Clerical Department	$ 8 00	
Engineering Department	1,294 44	
Law Department	1,362 90	
General Account	2,604 14	
Police Department	161 45	
Construction Account	83,337 34	
Maintenance Account	5,369 59	
Scherzer Rolling Lift Bridge Company	4,719 82	
Tax Warrants Paid, Levy 1899	480,107 60	
Interest Paid on Tax Warrants 1899	17,014 17	
Total cash disbursed		$ 595,979 45
Balance this date, in banks (as per schedule endorsed hereon)		432,353 12
		$ 1,028,332 57

Schedule.

Chicago National Bank	$ 406,414 34
National Bank of Illinois	25,938 78
Total	$ 432,353 12

CHICAGO, March 5, 1900.

(Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*

REPORT IN REFERENCE TO CERTAIN CLAIMS ON CONTRACT FOR FOUNDATIONS OF BEAR TRAP DAM AND COLLATERAL WORK NEAR LOCKPORT, ILLINOIS.

The Clerk presented a report from the Chief Engineer in reference to certain claims against the District filed by Griffiths & McDermott, contractors for the foundations of the Bear Trap Dam and collateral work near Lockport, Illinois, and the rulings of the Chief Engineer thereon, which was read, and on motion of Mr. Mallette, seconded by Mr. Wenter, was referred to the Committee on Engineering by unanimous consent.

REPORT IN REFERENCE TO CERTAIN PAYMENTS ON ACCOUNT OF TAXES IN WILL AND DU PAGE COUNTIES.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance in reference to, and accompanied by, a communication from Chas. G. Chamberlin, Town Collector of the Town of Lockport, Will County, Illinois, together with bills for taxes on certain property of the District and communication from the Attorney to the Committee in reference thereto; the report setting forth that said property was heretofore purchased at a tax sale by Edwin S. Munroe and that certain other taxes were paid by said Munroe on said property, the report also setting forth that the Attorney advises that said sale is void, and therefore recommending that a voucher be drawn in the sum of $65.29 and $59.52 in favor of the Attorney of the District, and that he be directed to make a cash tender to said Munroe of these amounts, respectively, and in the event of refusal to accept such tender and cancel all said sales and certificates, that the Attorney be instructed to file a bill in chancery to remove said tax sales and certificates as a cloud upon the title of the District; the report also recommending that a voucher be drawn in favor of the Collector of the Township of Du Page, in Will County, for the sum of $178.30, and in favor of the Collector of the Township of Lockport, in Will County, in the sum of $622.36 in payment for taxes on real estate owned by the District for the year 1899.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result, the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 5, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith presents a communication from the Attorney of the District transmitting a communication from Charles G. Chamberlin, Town Collector of the Town of Lockport, Will County, Illinois, together with bills for taxes on the property belonging to the District which was heretofore known as the Western Stone Company property, and other property situated in said township in Will County.

The Committee reports that a purchase of the said property was made at the tax sale on the 2d of July, 1898, for the taxes for the year 1897. The amount of said sale, or, in other words, the amount of taxes due at the date of the sale was sixty dollars and twelve cents ($60.12). That prior to the payment by the District of the taxes for the year 1898, Edwin S. Munroe, also the purchaser of the property above described, paid the taxes for that year (1898), amounting to fifty-eight dollars and seventy-three cents ($58.73), on the same property. The Attorney advises that said sales are void, but in order to remove the same as a cloud upon the title of said property, advises that a tender be made to said Edwin S. Munroe, purchaser of the same, of the sums actually paid by him,

with interest on the same at five (5) per cent, which makes a total on the sale of 1897 of sixty-five dollars and twenty-nine cents, and on the taxes of 1898 a total of fifty-nine dollars and fifty-two cents.

The Committee recommends that a voucher be drawn in the sum of $65.29, and also one in the sum of $59.52, both in favor of the Attorney of the District, and that he be directed to make a tender in cash to said Edwin S. Munroe of the amounts respectively above mentioned, and that in the event of a refusal on the part of the said Munroe to accept such tender and cancel such sales and certificates, that the Attorney be instructed to file a bill in chancery to remove said tax sales and certificates as a cloud upon the title of the District to said lands.

The Attorney also advises the Committee that a voucher be drawn in favor of the Collector of the Township of DuPage, in Will County, Illinois, for the sum of one hundred and seventy-eight dollars and thirty cents ($178.30), for the taxes for the year 1899 on the real estate of the District in said township, in Will County; and also that a voucher be drawn in favor of the Collector of the Township of Lockport, in Will County, Illinois, for the sum of six hundred and twenty-two dollars and thirty-six cents ($622.36), for the taxes for the year 1899 on the real estate of the District in said township, in Will County.

Therefore, the Committee further recommends that separate vouchers be drawn, in the usual form, in favor of the Collector of the Township of DuPage, Will County, in the sum of $178.30, as above specified, and in favor of the Collector of the Township of Lockport, in Will County, in the sum of $622.36, as above specified, in payment for the amounts due as taxes on the real estate owned by the District in said townships, respectively, for the year 1899.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
Committee on Finance."

(Five enclosures.)

REPORT IN REFERENCE TO REFUND OF TAXES ON SWEDISH METHODIST CHURCH PROPERTY.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, a communication from Frederick W. Job in regard to the refunding by the District of the sum of $11.86 heretofore paid on account of certain property owned by the Second Swedish Methodist Church, and therefore exempt from taxation; the report recommending that the President and Clerk of the District be authorized and directed to pay to Philip Knopf, Clerk of the County Court, the sum of $11.86, in satisfaction of the surrender of the sale certificate for said property, the same having been sold at an annual tax sale to J. A. Brophy, who has since surrendered said certificate, and the same having been cancelled of record.

Mr. Carter, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, February 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance, to which has been delivered by the Attorney of the District a communication from Frederick W. Job, on behalf of the owner of Lots three (3) to six (6), in Block twenty-six (26), in Ogden's Addition to Chicago, asking the refunding by the Sanitary District of the sum of $11.86 received by the District as taxes on said property, herewith reports as follows:

It appears the property in question is owned by the Second Swedish Methodist Church and has been used by said institution since 1887 for church purposes, and is therefore exempt from taxation. The sale of said property, however, was made at the annual tax sale for general taxes of 1893 and prior years by the County Treasurer on the 24th of September, 1894, to J. A. Brophy; that said Brophy has since surrendered said sale certificate to the County Clerk and that the same has been cancelled by him of record.

Your Committee, therefore, recommends that the President and Clerk of

the District be authorized and directed to pay to Philip Knopf, Clerk of the County Court, the sum of $11.86 in satisfaction of the surrender of said sale certificate to him and of the over-payment, to the Sanitary District of Chicago of the amount of taxes as aforesaid.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
THOMAS KELLY,
B. A. ECKHART,
Committee on Finance."

(Two enclosures).

REPORT IN REFERENCE TO ACREAGE OF DISTRICT FARMING AND GRAZING LANDS IN WILL, COOK AND DU PAGE COUNTIES.

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee, transmitting the report of Mr. John W. Nadelhoffer, Agent of the District at Joliet, in reference to the acreage of the District lands in Will, Cook and DuPage Counties available for farming and grazing purposes; the report being accompanied by communication from the Attorney of the District, and Mr. Nadelhoffer transmitting the same and recommending that the report be received and placed on file with the Clerk.

Mr. Mallette, seconded by Mr. Braden, moved that the committee report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously.

The following is

THE REPORT OF THE COMMITTEE:

"CHICAGO, March 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents a report of the acreage of lands belonging to the Sanitary District in Will, Cook and Du Page Counties which are available for farming and grazing purposes. The report was made up by Mr. John L. Nadelhoffer, the agent of the Sanitary District, at Joliet.

The Committee recommends that the report be received and placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) J. P. MALLETTE,
B. A. ECKHART,
JOS. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
Committee on Engineering."

(Four enclosures.)

The following are

THE REPORTS ON ACREAGE IN WILL, COOK AND DU PAGE COUNTIES:

"JOLIET, Ill., Feb. 12, 1900.

Hon. Charles C. Gilbert, Atty. for Sanitary District, Chicago, Ill.:

DEAR SIR—As directed, I herewith submit a report of the acreage of lands belonging to the Sanitary District in Will County, which, in my opinion, would have a value for farming or grazing purposes.

In connection with this report, I submit herewith a map prepared by the Engineering Department, by which the land is described by tract numbers. It will be a matter of convenience in connection with my written report:

Tract 1.

Contains 20 acres of land not covered by the river or spoil bank of the Canal, and is a part of the Western Stone Company's tract. It is good average pasture land.

Tract 3.

Is part of the Ray estate and contains 33 acres, not covered by the Canal or river. It is low, swampy land and is only fit for grazing purposes during a portion of the season.

Tract 5 and 5-A.

Are part of the Ray estate and contain 50 acres not covered by the river or spoil bank of the Canal and is low, swampy land only suitable during a portion of the season for grazing purposes.

Tract 6.

Also a part of the Ray estate, contains 16 acres and is low, swampy land and can only be grazed a portion of the season.

Tract 7 and 7-A

Contains 22.50 acres and is swampy

land, subject to over-flow, and can only be pastured during a portion of the season.

Tract 8 and 8-A.

Part of the Nathaniel Brown tract, contains 77 acres, and is also low swampy land, subject to overflow, and only suitable for grazing purposes during a portion of the season.

Tract 10.

Known as the Korrell tract, contains 11 acres, not covered by the channel of the river, or the spoil bank of the Canal, and is low swampy land, only suitable for pasturing during a portion of the season.

Tract 9 and 9-A.

Contain two acres of land not submerged. That land is low and swampy, and has been heretofore part of Goose Lake, and is situated in the Township of Du Page, Will County, Illinois.

Tract 11 and 11-A.

Contain 89 acres. It is known as the Korrell property. These 89 acres are not covered by either the river at its ordinary stage or by the spoil bank of the Sanitary Channel. The land is of a swampy nature and is subject to overflow in periods of freshets in the Desplaines River.

Tract 12, 12-A and 13.

Contains 74 acres not covered by the Desplaines River or the spoil bank of the Channel, and is a part of the Korrell tract of land. It is land which is subject to overflow, and is of a swampy nature.

Tract 12-B.

Contains one acre of land, not covered by the Canal or river, and is substantially the same character of land, so far as being subject to overflow as Tracts 12, 12-A and 13 above described.

Tract 15.

Known as the Lonergan tract, contains 60 acres not covered by the river bed or spoil bank of the Canal, and is what I would call fair pasture or grazing land. The rock at that point comes quite near to the earth surface, and the land in periods of dry weather does not afford good pasture.

Tract 19-A.

Contains 16 acres of land not covered by the Desplaines River or spoil bank of the Canal, and is of a swampy nature and subject to overflow.

Tract 19.

Contains 35 acres not covered by the Canal or spoil bank of the Channel: it is subject to overflow and is swampy.

Tract 20.

Contains 49 acres not covered by the river or spoil bank of the Canal. The land is fair grazing or pasture land, except as it may be injuriously affected in periods of drouth.

Tracts 21 and 21-A.

Known as the Fitzpatrick land; contains 48 acres not covered by the river or spoil bank of the Canal, and is fair pasture or grazing land.

Tract 22.

Contains 31 acres not covered by the spoil bank or the river, and is fair pasture or grazing land.

Tracts 24 and 24-A.

Known as the Fitzpatrick land; contains 63 acres not covered by the river or spoil bank of the Canal, and is rather of a swampy nature, and a portion of it is subject to overflow; a portion of it, however, can be used during certain seasons of the year for pasture.

Tract 25.

Also known as part of the Fitzpatrick land, contains 16 acres not covered by the river or spoil bank of the Canal, and is average pasture land for that locality.

Tract 28.

Also known as a part of the Fitzpatrick land, contains 42 acres not covered by the river or spoil bank of the Channel. It is of a swampy nature and not good pasture land, but can be used for grazing during certain periods of the year.

Tract 31.

Also a part of the Fitzpatrick land, contains 26 acres not covered by the river or spoil bank of the Channel, and is of a swampy nature, and can only be pastured during a portion of the season.

Tract 32.

Is a portion of the Fitzpatrick land and contains 29 acres not covered by the river and spoil bank of the Canal, and is swampy, wet land, and can only be used for grazing purposes during a small portion of the year.

Tracts 33, 33-A, 34, 35, 38, 39, 39-A and 40.

Being a part of the Allen, Daggett and Geddes tracts, contain 83 acres not

covered by the Desplaines River or the spoil bank of the Canal. The land is fair grazing land, situated near the Village of Lockport, subject, however, to being injuriously affected in periods of continued dry weather.

Tract 36.

Contains 3 acres not covered by the river or spoil bank, and is swampy land, subject to overflow, and can only be used a portion of the season for grazing purposes.

Tract 41.

Is a part of the Daggett tract and contains three acres not covered by the Desplaines River or spoil bank of the Channel. It is subject to overflow, and can only be used for pasture a part of the season.

Tracts 42, 43, 44, 44-A, 48, 49, 50 and 50-A.

This is land lying near Lockport, and was secured by condemnation from Schuster and purchase from the Daggett estate, and other owners in that locality. It contains 106 acres not covered by the river or the spoil bank of the Channel. I consider that to be good pasture land. Some of it might be used for gardening or other productive purposes.

Tracts 57 and 58.

Is a part of the Daggett estate and contains 20 acres not covered by the Desplaines River or spoil bank of the Sanitary Channel. It is low, swampy land, and is only suitable for grazing purposes during a part of the season.

Tracts 55, 56 and 56-A.

Being part of the Western Stone Company's land, contains 76 acres. This is good grazing land and is well situated.

Tracts 59 and 61.

Known as the Hawley tract, contains 35 86-100 acres not covered by the river channel or the spoil bank of the Canal, and is good pasture or grazing land.

Lands in the City of Joliet, Will County, Illinois.

Small, one-story frame building on Cass Street, occupied at present by the contractors, Gahan & Byrne, as an office. This could be rented.

Old, one-story and one-half frame building, formerly owned by William J. Adam, lying between Wallace and McDonald Streets, in Block 62, City of Joliet. The house at present is occupied, but the tenant is paying no rent to the Sanitary District. The tenant made some arrangement with a sub-contractor during the construction of the Channel to pay his rent by giving his services as a laborer.

Respectfully submitted,

JOHN W. NADELHOFFER.

"JOLIET, Ill., Feb. 21, 1900.

Hon. Charles C. Gilbert, Atty. for Sanitary District, Chicago, Ill.:

DEAR SIR—As directed, I herewith submit a report of the acreage of lands belonging to the Sanitary District in Cook County and Du Page County, which, in my opinion, would have a value for farming or grazing purposes.

In connection with this report, I submit herewith a map prepared by the Engineering Department, by which the land is described by tract numbers. It will be a matter of convenience in connection with this report in determining the former owners of the various tracts.

COOK COUNTY.

Tract 1 and 2

Contains 53 acres not covered by river or spoil bank of the Channel. This is low, swampy ground, subject to overflow and is only suitable during a portion of the season for grazing purposes.

Tract 3 and 4.

Contains seven acres. Swampy land and can only be pastured during a portion of the season.

Tract 5.

Contains 35 acres not covered by the river or spoil bank of the Canal. This is fair grazing land situated near the village of Lemont.

Tract 6.

Contains 33 acres not covered by spoil bank, Drainage Channel or River Diversion. Low, swampy land subject to overflow and can only be used for grazing purposes during a portion of the season.

Tract 7, 8, 8-B.

Contains 28 acres not covered by spoil bank or Channel. Low land subject to overflow. A part of this tract, however, is fair pasture land during certain seasons.

Tract 9 and 10.

Contains 35 acres not covered by spoil bank or channel. Is low land of a swampy nature, and part of it would make fair pasture land. There is a one-half mile race track laid out on this tract.

Tracts 8-B, 12-B, 12-A.

Contains 87 acres not covered by spoil bank, Drainage Channel or River Diversion. Part of these tracts are very low lands, subject to overflow and of a swampy or marshy nature. Part of it, however, would make good lands for grazing purposes.

Tract 13.

Contains five acres not covered by spoil bank or Channel. The greater part of this tract is an abandoned quarry hole worked by the Western Stone Company. All the merchantable stone has been quarried out.

Tract 15, 15-A.

Contains 48 acres not covered by spoil bank or Channel, formerly owned by the Illinois Stone Company, is of a swampy nature, but is fair grazing land.

Tract 17.

Contains nine acres, formerly owned by State of Illinois. Very low land and little of it could be used for grazing purposes.

Tract 18.

Contains 23 acres not covered by spoil bank or Drainage Channel, formerly owned by Western Stone Company and used as a quarry. The greater part of the good stone has been taken out, but there is some good stone left which might have a marketable value.

Tract 19.

Contains 5.40 acres, formerly owned by O. Ernshaw. This is fair grazing land.

Tract 22.

Contains 20 acres not covered by spoil bank or Channel. Part lies in the old Desplaines River bed. This is not pasture land.

Tracts 23, 23-A, 23-B, 23-C, 23-D, 24.

Contains 15 acres not covered by spoil bank or Drainage Channel. Low land, subject to overflow, but is fair grazing land for a portion of the season.

Tract 25.

Contains 30 acres not covered by spoil bank or Channel. Low land, and more or less subject to continued overflow.

Tract 26.

Contains 46 acres not covered by spoil bank or Channel. Is substantially the same character of land, so far as being subject to overflow, as Tract 25 above described.

Tracts 31, 32, 35, 36, 37.

Contains 32 acres not used by spoil banks or Channel. Low land, subject to overflow. Part of this land is fairly well suited for grazing purposes.

Tracts 38, 39, 40, 41.

Contains 41 acres, and about one-half of this land is good for grazing purposes, the remaining being very low and swampy.

Tract 42.

Contains 12 acres not covered by Canal or spoil banks. Is subject to overflow, but fair pasture land part of the season.

Tracts 43-A, 43-D.

Contains 30 acres, and is very poor land, subject to overflow, and being of a swampy nature.

Tracts 44, 45.

Contains 46 acres not covered by Canal or spoil bank. Is of a swampy nature and subject to overflow.

Tract 46.

Contains 10 acres not covered by Canal or spoil banks. The land is fair grazing or pasturs land, except as it may be injuriously affected in periods of drouth.

Tracts 59 and 60.

Contains 20 acres not covered by the spoil banks or the Canal, and is fair grazing or pasture land.

Tracts 61 and 62.

Contains 4 acres, and is very low land of a swampy nature.

Tracts 64 and 65.

Contains 56 acres not covered by spoil banks or Channel, and is fair pasture land but is subject to occasional overflow.

Tracts 67 and 68.

Contains 5 acres and is very low land, subject to overflow and of a swampy nature.

Tract 66.

Contains 4 acres of land of a swampy

nature and can only be pastured during a portion of the season.

Tracts 69 and 70.

Contains 80 acres not covered by Channel or the spoil banks. About one-half of this tract is fair pasture land, subject to overflow, the other half being very well suited for grazing or pasture purposes.

Tract 73.

Contains 30 acres not covered by spoil banks or Channel, and I consider this to be fair pasture land.

Tracts 74, 75 and 76.

Contains 63 acres not covered by spoil banks or Channel, or the Desplaines River bed. Low land, subject to overflow, and is only suitable for grazing purposes during a part of the season. Some of this tract, however, is fair pasture land.

Tracts 77, 78 and 78-A.

Contains 55 acres not covered by Canal or spoil banks. This is good pasture or grazing land.

Tract 80.

Contains 40 acres not covered by spoil banks or Channel. I consider this to be fair pasture land.

Tracts 83 and 83-A.

Contains 65 acres not covered by the Canal or spoil banks, but as it lies between the Canal and the Desplaines River it is subject to overflow. During a part of the season it would make fair pasture land.

Tracts 84 and 85.

Contains 12.60 acres not covered by Canal or spoil banks, and is fair grazing or pasture land.

Tracts 88, 88-A, 89 and 89-A.

Contains 60 acres not covered by Canal or spoil banks, and is low land of a swampy nature, but some of it would make fair pasture land during certain seasons of the year.

Tracts 91, 92, 92-A, 93, 94 and 95.

Contains 10 acres, and is fair grazing or pasture land.

Tracts 97, 98, 98-A and 99.

Contains 59 acres not covered by spoil banks or Channel, and is low land subject to overflow, but the greater part of it could be used for pasture or grazing purposes during a small portion of the year.

Tracts 100, 101 and 112.

Contains 11 acres, and is very low land subject to overflow and is of a swampy nature.

Tracts 103, 104, 105, 106, 106-A, 108 and 113.

Contains 100 acres not covered by spoil banks or Channel, and a small part of it is swampy, but the greater part of this land is well suited for pasture or grazing purposes.

Tract 114.

Contains 83 acres not covered by Channel or spoil banks, and a small part is wet and swampy, but the greater part is fair pasture land and some of it could be cultivated for gardening or other productive purposes.

DU PAGE COUNTY.

Tracts 1 and 1-A.

Contains 35 acres not covered by Canal or spoil banks and is very low, wet, marshy land subject to overflow.

Tracts 2, 3, 3-A, 3-B, 3-C, 3-D, 3-E, 3.F.

Contains 66 acres not covered by Canal or spoil banks and some of it has been cultivated for gardening or other productive purposes. Underlying this land is a fair quality of limestone and the Western Stone Company has used a portion of it for quarry purposes.

Tracts 4, 5, 7, 7-A.

Contains 33 acres not used for the Canal or spoil banks andsome of it is subject to overflow, but the greatest portion of it is well adapted for pasture or grazing purposes and some of it might be used for gardening.

Tracts 8, 10, 11.

Contains 20 acres not covered by Canal or spoil banks and is well adapted for pasture or grazing purposes, and some of it might be used for gardening or other productive purposes.

Tracts 13, 14.

Contains five acres of low, wet land of a swampy nature.

Tracts 15, 16, 17, 18, 19.

Contains 10 acres of low land subject to overflow, but could be used for pasture purposes during a small portion of the year.

Tracts 21, 22, 23.

Contains 32 acres not covered by Canal

or spoil banks and is of a swampy nature, subject to overflow more or less and could be used for grazing or pasture purposes during but a small portion of the year.

Recapitulation.

	Good Pasture.	Fair Pasture.	Overflow, only certain periods.
Lands in Cook County..	175	57	574
Lands in DuPage County	116	....	92
Lands in Will County...	218	419	464
Total.....	509	989	1130

A total of 2,728 acres of land belonging to the Sanitary District that can be used for grazing or pasturing purposes. This is exclusive of the lands occupied by the Drainage Channel or Canal, the spoil banks and the River Diversion.

Of the 509 acres of land classed as "good pasture land," some of it can be used for gardening or other productive purposes.

Of the 1,130 acres of land classed as "overflow," is meant that the land can be used for grazing or pasturing purposes only during certain seasons of the year, varying according to its location and the amount of the rain-fall, and the fact that, being low and swampy ground, it is unsuited for pasturing or grazing purposes, except during the dry summer months.

All of which is respectfully submitted,

JOHN W. NADELHOFFER,

Agent."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE FOR BY-PASS ALONG THE CHICAGO RIVER.

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee, with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with Messrs. Griffiths & McDermott for the superstructure for the By-pass along the Chicago River; presented and referred to that Committee at the meeting held February 21, 1900 (page 6306 of the Proceedings), the report recommending that the President and Clerk of the District be authorized and directed to make final payment to said contractors in the sum of $39,362.10 upon the execution of a receipt in full in favor of the District releasing the District from any and all claims or demands on said contract.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to whom was referred (page 6306 of the Proceedings) the final certificate of the Chief Engineer of the District with reference to the contract of Griffiths & McDermott, contractors for the superstructure of the By-pass between Adams and Van Buren Streets, in the Chicago River, herewith reports that the Committee has examined said final certificate and fully considered the subject matter of the completion of the work done under said contract, and recommends as follows:

That the President and Clerk of the District be authorized and directed to make final payment to said contractors in the sum of thirty-nine thousand three hundred and sixty-two and ten one-hundredths ($39,362.10) dollars, the sum found to be due said contractors in the aforesaid final certificate hereto attached, upon the execution of a receipt, in favor of the District, by said contractors in full, and releasing the District from any and all claims or demands of every kind or nature whatsoever upon said contract.

Respectfully submitted,

(Signed) J. P. MALLETTE,
B. A. ECKHART,
Z. R. CARTER,
J. C. BRADEN,
FRANK WENTER,

Committee on Engineering."

(One enclosure).

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, February 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Messrs. Griffiths & McDermott, contractors for the superstructure of the By-Pass between Adams and Van Buren Streets, on the Chicago River, have completed all of the work covered by their said contract, dated June 30, 1898, in accordance with the terms thereof and in accordance with the several orders of the Chief Engineer relating to the conduct of said work and adjusting the prices thereon, as the same have been from time to time reported to your Honorable Board.

The progress of the work covered by this contract was arrested by the failure on the part of other contractors for the District to keep their work ahead of the needs of the superstructure, and on January 8, 1900, on recommendation of the Assistant Engineer in charge of the work (which recommendation was endorsed by the Chief Engineer), the Committee on Engineering authorized the release of these contractors from further obligation to complete the work and approved the adjustment recommended by the Assistant Engineer. The work of completing the unfinished portion of the superstructure is undertaken by this District and carried on by the Engineering Department.

The final certificate herewith submitted is in accordance with the recommendations approved January 8, 1900.

The certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The volume and value of the work done is as follows:

Lump sum price of contract.....		$ 88,692 00
Increased price allowed on readjustment of prices.....		38,302 50
Extra work Portland cement concrete, 356.49 cu. yds. at $10.51...		3,746 71
Total.....		$ 130,741 21
Amount paid on previous estimate.....	$ 89,479 11	
Less amount deducted as per adjustment, January 8, 1900.....	1,900 00	
		$ 91,379 11
Amount due and unpaid.....		$ 39,362 10

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO IMPROVEMENT OF ROADWAY NEAR CONTROLLING WORKS.

On behalf of the Committee on Engineering Mr. Mallette presented, and the Clerk read, a report from that Committee recommending that the Chief Engineer be authorized and directed to cause the roadway between the Lockport Road and the Controlling Works to be put in condition for travel and that he be directed to gravel the same at the expense of the District.

Mr. Mallette, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports herewith that it has become necessary to put in good condition and ready for practical use a roadway between the Lockport road and the Controlling Works. That the Chief Engineer has advised that the most available route for a road or roadway is the levee adjoining the Main Channel upon the lands of the District and extending from the said Lockport roadway to the Controlling Works.

The Committee recommends that the Chief Engineer of the District be and he is hereby authorized and directed to cause said road to be put into condition for travel and practical use, and that he

be directed to gravel the same at the expense of the District.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
B. A. ECKHART,
FRANK WENTER,
Committee on Engineering."

COMMUNICATION FROM ATTORNEY FOR BRIDGET McGUIRL.

The Clerk presented, and read, a communication from John J. Coburn, Attorney for Bridget McGuirl, addressed to the Judiciary Committee of the Board, asking them to pass upon and settle claim of said McGuirl.

On motion of Mr. Wenter, seconded by Mr. Eckhart, the communication was referred to the Joint Committee on Judiciary and Engineering.

COMMUNICATION FROM MESSRS. SMITH & EASTMAN.

The Clerk presented, and read, a communication from Messrs. Smith & Eastman requesting the payment of the balance claimed to be still due them on a certain warrant alleged to have been heretofore withheld from them by the District.

On motion of Mr. Mallette, seconded by Mr. Eckhart, the communication was referred to the Committee on Engineering.

RESOLUTION IN REFERENCE TO IMPROVEMENT OF WEST ARM OF SOUTH FORK OF SOUTH BRANCH OF CHICAGO RIVER.

Mr. Eckhart presented and, seconded by Mr. Mallette, moved the adoption of the following

RESOLUTION:

"WHEREAS, The work of the Sanitary District taken in conjunction with the intercepting sewers being constructed by the city on Lawrence Avenue on the North and Thirty ninth Street on the South Sides will afford ample purification to the Chicago River and its branches except that portion known as the west arm of the South Fork of the South Branch, for which as yet no plan of relief has been adopted; therefore, be it

Resolved, That the Chief Engineer be, and that he is hereby, instructed to submit one or more plans for the relief of the said west arm of the South Fork of the South Branch to the Engineering Committee of this Board, to be by them considered and such report and recommendation made thereon to this Board as they may deem wise."

The motion prevailed unanimously, and the Chairman declared the resolution adopted.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden, the Board then adjourned.

Joseph E. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 14, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, March 14, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Braden, Carter, Jones, Kelly, Mallette and Wenter—six members, were present.

In the absence of the President the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Carter, seconded by Mr. Mallette, moved that Mr. Frank Wenter be elected temporary Chairman.

The motion prevailed unanimously, and Mr. Wenter thereupon took the Chair.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. C. McClurg & Co. (stationery)	$ 3 00
P. F. Pettibone & Co. (stationery)	55 17
Wm. Zeuch & Co. (envelopes)	9 00

Keuffel & Esser Company (drafting supplies)	$ 20 61	
Eugene Dietzgen Company (blue prints)	10 29	
Pearson Bros. (blue prints)	5 72	
Burke & James (photo supplies)	72 40	
Hans Isak (gauge reading)	10 00	
Wygant & Ayres (rent, Corwith)	12 50	
J. H. Alexander (rent, Lockport)	17 00	
The Waukesha Water Company (water)	10 13	
D. H. Preston & Co. (coal)	7 25	
Crerar, Adams & Co. (nails)	6 50	
W. D. Allen & Co. (reels)	3 60	
John A. Roebling's Sons Company (sash cord)	49 40	
Robert W. Hunt & Co. (inspecting steel)	227 87	
J. S. Hull (expense)	16 96	
H. B. Alexander (expense)	46 36	
W. T. Keating (expense)	48 06	
Wm. Trinkaus (expense)	81 13	
G. M. Wisner (expense)	40 85	
Isham Randolph (expense)	288 94	
	$	1,042 74

CLERICAL DEPARTMENT.

H. Schultz & Co. (file boxes)	21 25

GENERAL ACCOUNT.

Wm. Kiernan (sundries)	$ 34 43	
Robt. E. Hills (repairs, steamer Juliet)	174 97	
John F. Higgins (printing proceedings, February, 1900)	83 88	
Henry J. D. Wodrich (expert accountant)	180 00	
Isham Randolph (traveling)	32 25	
American Express Company (streams examination)	49 45	
Adams Express Company (streams examination)	34 33	
United States Express Company (streams examination)	159 61	
Edwin O. Jordan (streams examination)	438 11	
Arthur W. Palmer (streams examination)	818 99	
John R. Neely (streams examination)	50 00	
Arthur R. Reynolds (streams examination)	278 47	
	$	2,334 49

MAINTENANCE ACCOUNT.

Isham Randolph (freight charges)	$ 146 46	
Joseph F. Haas, Clerk (pumping plant)	1,103 68	
	$	1,250 14

CONSTRUCTION ACCOUNT.

Chicago Bridge and Iron Company (By-pass, Van Buren Street)	$ 925 72
Pennsylvania Steel Company (C. T. T. R. R. Bridge)	1,009 52
Green's Dredging Company (I. & M. Lock)	397 00
Green's Dredging Company (I. & M. Lock)	498 00
Green's Dredging Company (I. & M. Lock)	495 00
Green's Dredging Company (I. & M. Lock)	460 00
Griffiths & McDermott (By-pass, Chicago River)	517 35
Geo. M. Huss (By-pass, Chicago River)	265 85
McArthur Bros. Company (Sec. K, Belt Ry. Bridge)	248 14
McArthur Bros. Company (Sec. O, Pan Handle Bridge)	250 12
McArthur Bros. Company (Sec. O, Pan Handle Bridge)	522 87
Edward Hines Lumber Company (Sec. O, Pan Handle Bridge)	36 93

Continental Lumber Company (Sec. O, Pan Handle Bridge)	$ 425 60	
Continental Bolt and Iron Works Sec. O, Pan Handle Bridge)	155 25	
Shailer and Schniglau Company Sec. 17, pumps)	300 51	
Thomas Moulding Company Sec. 18, cement)	557 06	
Humphrey & Sons (Sec. O, hardware)	131 49	
Alfred Wenberg (Sec. 18, engine)	25 00	
W. H. Gardiner (Sec. 18, labor)	37 33	
Henry Rob (Sec. 18, moving buildings)	74 25	
Wilcox Bros. (Sec. 18, lumber)	338 59	
The Pennsylvania Company (By-pass)	35 00	
Chicago Junction Railway Company (Pan Handle Bridge)	550 16	
Chicago T. T. R. R. Co. (Pan Handle Bridge)	101 55	
Isham Randolph (By-pass, Chicago River)	1,773 14	
Isham Randolph (sundries)	481 32	
Heldmaier & Neu (Sec. 17, crib)	2,590 22	
		$ 13,202 97
Grand total		$ 17,851 59

Mr. Carter, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 967, Police Department (two barrels kerosene) ..... $ 12 00

Mr. Mallette, seconded by Mr. Jones, moved that Requisition No. 967, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented a report showing the number of persons in the employ of the District for the month ending February 28, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I beg leave to report herewith the number of employes in each department for the month ending February 28, 1900, as the same have been reported to me:

Engineering department	77
Clerical department	5
Law department	8
Treasury department	1
Police department	28
General	5
Total employes	124

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

REPORT IN REFERENCE TO CLAIMS ON CONTRACT FOR SECTION 16.

The Clerk presented a report from the Chief Engineer, in reference to certain claims against the District, filed by Messrs. Hayes Bros., contractors for Section 16, and the rulings of the Chief Engineer thereon, which was read, and on motion of Mr. Mallette, seconded by Mr. Braden, was referred to the Committee on Engineering by unanimous consent.

The following is

THE REPORT:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Messrs. Hayes Bros., contractors for Section 16, have filed with me claims growing out of their contract for said section aggregating $54,538.74 in excess of the final estimate submitted to you of even date herewith.

The chief argument advanced by them in support of these claims lies in the failure of this District to give them possession of the right of way necessary to the fulfillment of their contract within the time fixed by their contract and the increased cost to them arising out of their having to perform the work at the advanced prices of labor and material which prevailed in 1899 above what the prevailing prices were in 1898. This claim cannot be made to cover the whole work, as these contractors were given possession of all of the right of way covered by their contract from the time the same was executed, except the Wire Mills Road and except that portion thereof in front of the Controlling Works, more particularly described as lying between Station 1509+79 and 1521+33. For delays growing out of failure to give possession of the Wire Mills Road these contractors were fully compensated by payment for borrowed material used by them in making the said roadway, 23,999 cubic yards at 39 cents. Of that portion of the work between Stations 1509+79 and 1521+33 they were not given possession until on or about June 21st, 1899. Under the then existing conditions they might have refused to proceed to finish the work without a readjustment of prices to meet the advance in wages and the extra cost of performing the work remaining to be done as a rush job to meet the requirements of this District. This they did not do, but performed the work in good faith.

I have considered all the facts covered by these claims and have decided that it is right and just to allow solid rock prices on all of the material excavated between Stations 1509+79 and 1521+33, which work was done after June 21, 1899. The aggregate amount of this material was 49,963 cubic yards, the compensation for which I fix at 70 cents per cubic yard, or a total of $34,974.10. Of this sum $19,485.57 has been already covered in the final estimate which is now before you for consideration and the remainder is covered by a voucher submitted herewith for $15,488.53, or 49,963 cubic yards at 31 cents, which is the price per cubic yard allowed in excess of 39 cents, the original contract price.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

(Accompanied by voucher for $15,488.53.)

REPORT IN REFERENCE TO PAYMENT OF TAXES FOR THE TOWNSHIP OF JOLIET.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance, transmitting a communication from the Attorney of the District and voucher, in the sum of $2,224.76, in favor of Chas. A. Larson, Collector of the Township of Joliet, said voucher being for the payment of taxes on real estate owned by the District in said township for the year 1899; the Committee report recommending that the bill submitted for said taxes be approved and ordered paid.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance transmits herewith a communication from the Attorney of the District, together with a voucher in the sum of twenty-two hundred and twenty-four dollars and seventy-six cents ($2,224.76), in favor of Charles A. Larson, Collector for the Township of Joliet, for the real estate taxes for the year 1899 on the District right of way in said township. The Committee reports that the matter of taxes has been carefully investigated and the bill submitted found to be correct.

The Committee recommends that the same be approved and ordered paid.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Four enclosures).

REPORT IN REFERENCE TO RECORDING OF CURRENT LEASES.

On behalf of the Committee on Engineering Mr. Mallette presented, and the Clerk read, a report from that Committee in reference to, and accompanied by, the report of the Clerk in regard to certain leases heretofore made by the Sanitary District of Chicago which have not yet expired or which have been tacitly extended, the said Clerk's report having been presented and referred to that Committee at the meeting held February 14, 1900 (page 6292 of the Proceedings); the Committee report recommending that the recommendations of the Clerk be concurred in, and the report as to other matters contained therein approved.

Mr. Mallette, seconded by Mr. Kelly, moved that the Committee report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously.

The following is

THE REPORT OF THE COMMITTEE:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents a communication from Joseph F. Haas, Clerk of the Sanitary District, directed to the Board of Trustees transmitting leases heretofore made by the Sanitary District of land belonging to the District on its right of way, and containing certain recommendations more particularly set forth in said communication. In his communication the Clerk advises that the special conditions of said leases, as to the names of the parties thereto, date, duration, territory embraced, etc., be printed in the Proceedings of the Board.

The Committee recommends that such recommendation of the Clerk of the District be concurred in by the Board of Trustees, and that the report of said Clerk as to the other matters contained therein be approved.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
JOS. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(Three enclosures).

The following is

THE REPORT OF THE CLERK:

"CHICAGO, February 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with the instructions of the Committee on Engineering at a meeting held January 12, 1900, I herewith transmit the leases, with one exception, heretofore made by the Sanitary District of Chicago which have not yet expired or which have been tacitly extended, by receipt of rental, for a limited time as mentioned, and are now in force, and I would recommend that the special conditions of said leases, as to names of parties thereto, date, duration, territory embraced and other conditions and reservations, be printed in the Proceedings of the Board. Among the foregoing I have not included a lease heretofore made between the District and the Western Stone Company of Chicago under date of July 27, 1892, and still in force, for the reason that the same has been heretofore printed (page 647 of the Proceedings of 1892). In addition to the foregoing the sum of $30.00 was received under date of November 10, 1899, from Frank Brokowsky for rent of land on Section 6 for six months ending April 30, 1900, no lease having been executed for use or occupancy of said land.

I would also report that in further accordance with said instructions I have procured a lease book for the proper recording of the above mentioned leases and such as may hereafter be executed, and have also taken steps to have a plat book furnished and the same is now in process of completion.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

(For terms of lease No. 1 see page 647 of the Proceedings of 1892.)

The following is

LEASE NO. 2.

Sanitary District to George Nagle.

"THIS INDENTURE, Made this first (1st) day of March, in the year of our Lord one thousand eight hundred and ninety-seven, between the Sanitary District of Chicago, party of the first part, and

George Nagle of the County of Cook and State of Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: A strip of land in Contract Section six lying along the Main Channel of said first party between its Main Channel and the reserve line of the Illinois and Michigan Canal containing thirty (30) acres.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of March, in the year of our Lord one thousand eight hundred and ninety-seven, for, and during, and until the twenty-eighth day of February, A. D. 1898.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in the City of Chicago, the sum of ninety (90) dollars per annum for said premises in bi-monthly payments of fifteen dollars each, until said sum of ninety dollars is fully paid.

It is Further Covenanted and Agreed by the said party of the second part that he will pay or cause to be paid all water rates, and all taxes and assessments that may be laid, charged or assessed on said demised premises, pending the existence of this lease, or if at any time after any tax, assessment, or water rate shall have become due or payable, the party of the second part, or his legal representatives, shall neglect to pay such water rates, tax or assessment, it may be lawful for the party of the first part to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part shall be deemed and taken, and are hereby declared to be so much additional and further rent, for the above demised premises due from and payable by the party of the second part; and may be collected in the same manner, by distress or otherwise, as is hereinafter provided for the collection of other rents to grow due thereon.

And it is Expressly Understood and Agreed by the said party of the second part hereto, for his heirs, executors, administrators, and assigns, that the whole amount of rent reserved, and agreed to be paid for said above demised premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by said party of the second part, his heirs, executors, and administrators or assigns, and upon his or their interests in this lease, and the premises hereby demised; and that whenever, and as often as any installment of rent or any other amount above declared to be deemed and taken as rent, shall become due and remain unpaid for one day after the same becomes due and payable, said party of the first part, his heirs, executors, administrators, agent, attorney, or assigns, may sell at public auction, to the highest bidder for cash, after having first given ten days' notice of the time and place of such sale in some newspaper published in Chicago, all the buildings and improvements on said premises, and all the right, title, and interest acquired by said party of the second part under this lease to the premises herein described, and as the attorney of said party of the second part—hereby irrevocably constituted—may make to the purchaser or purchasers thereof a suitable and proper transfer, bill of sale, or deed of the same, and out of the proceeds arising from such sale, after first paying all costs and expenses of such sale, including commissions and attorney's fees, retain to himself the whole amount due on said lease, up to the date of said sale, rendering the surplus (if any) to said party of the second part, his heirs, executors, administrators, agent, attorney, or assigns, which sale shall be a perpetual bar to and against all rights and equities of said party of the second part, his heirs and assigns in and to the property sold.

And the party of the second part further covenants with the party of the first part that he will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances of the city and directions of the health officers, and that, at the expiration of the

time in this lease mentioned, he will yield up said premises to the party of the first part in as good condition as when the same were entered upon by the party of the second part, loss by fire, or inevitable accident, and ordinary wear excepted.

It is Further Agreed by the party of the second part that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto, nor use, or suffer them to be used, for any other purpose calculated to injure the reputation of the premises, or of the neighborhood, or to impair the value of the surrounding neighborhood property for present use or otherwise.

It is Expressly Understood and Agreed by and between the parties aforesaid that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon it ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the party of the second part, his executors, administrators, or assigns, it shall or may be lawful for the party of the first part, or its heirs, executors, administrators, agent, attorney, or assigns, at its election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as its first and former estate; and to distrain for any rent that may be due thereon, upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby waives all legal rights which he now has, or may have, to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the party of the first part, its heirs, executors, administrators, agent, attorney or assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first party, its heirs, executors, administrators, agent, attorney or assigns, as aforesaid, or in any other way, the party of the second part does hereby covenant and agree to surrender and deliver up said above described premises and property, peaceably, to the said party of the first part, its heirs, executors, administrators, agent, attorney or assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same one day after notice of such default, or after the termination of this lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is Further Understood and Agreed by the said party of the second part, that neither the right given in this lease to said party of the first part, to collect the rent that may be due under the terms of this lease by sale, or any proceedings under the same, shall in any way affect the right of said party of the first part to declare this lease void and the term hereby created ended, as above provided, upon default made by said party of the second part.

And the said party of the second part hereby waives his right to any notice from said party of the first part, of its election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer, as aforesaid.

The said party of the second part further agrees not to remove any buildings or other improvements from said premises, without written consent of said party of the first part, and that the said second party shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

It is Further Understood and Agreed that all the conditions and covenants contained in this lease shall be binding upon the heirs, executors, administrators and assigns of the parties to these presents, respectively.

In Witness Whereof the said parties

have hereunto set their hands and seals the day and year first above written."

(*Above lease extended and rent paid to March 1, 1900.*)

The following are

THE TERMS OF LEASE NO. 3.

Sanitary District to George F. and William Keller.

"THIS INDENTURE, Made this twelfth day of April, in the year of our Lord one thousand eight hundred and ninety-nine, between the Sanitary District of Chicago, party of the first part, and George F. Keller and William Keller, of the Town of Lyons, in the County of Cook and State of Illinois, parties of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said parties of the second part, their executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: A strip of land containing about seventy-five (75) acres, in Sections 22, 23, 27 and 28, in Township 38 North, Range twelve East of the Third Principal Meridian, otherwise described as an irregular strip of land between the foot of the west spoil bank of the new Channel and the foot of the River Diversion levee, in Contract Sections B and C, said lands lying and being situated in the County of Cook and State of Illinois.

To Have and to Hold the above described premises, unto the said party of the second part, their executors, administratars, and assigns, from the thirteenth day of April, in the year of our Lord one thousand eight hundred and ninety-nine, for, and during, and until the twelfth day of April, in the year of our Lord one thousand nine hundred.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, their heirs, executors, administrators, and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of two hundred and twenty-five dollars per annum, or at the rate of three (3) dollars per acre per annum for seventy-five (75) acres in semi-annual payments of one hundred and twelve and one-half (112.50) dollars each, payable in advance on the twelfth day of April, 1899, and on the twelfth day of October, 1899.

The remaining terms of lease No. 3 are identical with those of lease No. 2 as printed.

REPORT IN REFERENCE TO EXTRA COMPENSATION ON CONTRACT FOR FOUNDATIONS OF BEAR TRAP DAM AND COLLATERAL WORK NEAR LOCKPORT, ILLINOIS.

On behalf of the Committee on Engineering Mr. Mallette presented, and the Clerk read, a report from that Committee with reference to, and accompanied by, a voucher in favor of Messrs. Griffiths & McDermott, contractors for the foundations of the Bear Trap Dam and Collateral Work near Lockport, Illinois, in the sum of $4,063.65, being for compensation for extra labor and material furnished in connection with said work, said voucher being accompanied by an itemized statement of claims for extra compensation aggregating said amount; the report recommending that the President and Clerk of the District be authorized and directed to pay the voucher in the sum of $4,063.65 to said Griffiths & McDermott, on condition that said contractors give a receipt and release to the District in full of all claims and demands on account of said work.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Kelly and Mallette—four. Nays—Messrs. Jones and Wenter—two.

Upon this result the Chairman declared the motion lost in accordance with Rule 7 of the Rules and Regulations requiring five affirmate votes on a question involving the expenditure of money.

Mr. Jones, seconded by Mr. Braden, then moved that Messrs. Griffiths & McDermott be paid the amount of the award made by the Chief Engineer, and that all documents and papers in reference thereto be printed in the proceedings of the Board.

On roll-call the vote stood: Yeas—Messrs. Braden, Jones and Wenter—

three. Nays—Messrs. Carter, Kelly and Mallette—three.

Upon which result the President declared the motion lost.

The following is

THE REPORT AND ACCOMPANYING STATEMENT:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports that the Chief Engineer of the District has executed a voucher in favor of Messrs. Griffiths & McDermott, contractors for the Bear Trap Dam on Section 15, in the sum of four thousand sixty-three and sixty-five one-hundredths (4,063.65) dollars, as compensation for extra labor and material furnished in connection with the work of said contract; that appended to said voucher is an itemized statement of claim for extra compensation, which aggregates the sum above mentioned; that the Chief Engineer of the District has executed said voucher after examining carefully into all the rights of the contractors in the premises; and with reference thereto, the Committee makes the following recommendation:

That the President and Clerk of the District be authorized and directed to pay the voucher of the Chief Engineer, in the sum of four thousand sixty-three and sixty-five one-hundredths (4,063.65) dollars, to said Messrs. Griffiths & McDermott, on condition that the said contractors give a receipt and release to the District, in full of all claims and demands of whatsoever kind or nature which said contractors may have against the District on account of said work.

Respectfully submitted,

(Signed) J. P. MALLETTE,
ZINA R. CARTER,
THOMAS KELLY,
Committee on Engineering."

"To compensation for extra labor and material furnished in connection with the work of the Bear Trap Dam, as per findings of the Chief Engineer, dated March 6, 1900, as follows:

Claim No. 1. Ninety-four barrels of Portland cement at $2.50	$ 235 00
Claim No. 2. One hundred and forty-four barrels Utica cement at 70 cents	100 80
Claim No. 3. One hundred and two cubic yards sand at $1.75	178 50
Claim No. 4. Mixing 144 barrels Utica cement at $1.25	180 00
Claim No. 5. Mixing 94 barrels Portland cement at $1.25	117 50
Claim No. 15. Preparing for banker's excursion	75 00
Claim No. 16. Placing tar paper between stone wall and concrete of sluice gates	550 00
Claim No. 17. Paving back of down stream hinge	392 85
Claim No. 18. Sixty-four anchors.	89 00
Claim No. 19. Use of plant for one year	1,000 00
Claim No. 20. Extra watchman	500 00
Claim No. 21. Removing sediment from around "A" frames	300 00
Claim No. 22. Portland cement concrete on top of north and south abutments	25 00
Claim No. 23. Rebuilding retaining wall	125 00
Claim No. 24. Cutting hole through concrete from weir tube to counter-weight pit	100 00
Claim No. 26. Loss on cement and coal reshipped when work was shut down	95 00
Total	$4,063 65"

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Carter, the Board then adjourned.

Joseph E. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 21, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and seventy-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, March 21, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six members, were present.

In the absence of the President, the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Braden, seconded by Mr. Kelly, moved that Mr. B. A. Eckhart be elected Temporary Chairman.

The motion prevailed unanimously, and Mr. Eckhart thereupon took the chair.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

August Ziesing (checking Rock Island Bridge plans)		$ 130 00
LAW DEPARTMENT.		
Adolph Gehrman, M. D. (expert witness fees)	$ 50 00	
Arthur W. Palmer (expert witness fees)	100 00	
T. J. Burrill (expert witness fees)	100 00	
		$ 250 00

GENERAL ACCOUNT.

Richards & Co., Limited (streams examination)	$ 3 60	
Max Wehrmann (streams examination)	10 00	
Adams Express Company (streams examination)	30 56	
United States Express Company (streams examination)	124 77	
		$ 268 93

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry work)	4 00	
F. Beuttenmuller & Bro. (sundries)	8 00	
		$ 12 00

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (By-pass Chicago River)	$ 3,706 57	
Lydon & Drews Company (Chicago River dredging)	1,662 50	
Lydon & Drews Company (Lake Front Park filling)	1,600 00	
Heldmaier & Neu (Sec. 17, pumping, etc)	2,690 07	
Gahan & Byrne (Sec. 18, March 15, 1900)	16,720 81	
James A. Sackley (Sec. 8, subway)	255 93	
The A., T. & S F. Ry. Co. (Sec. 8, Bridge)	5,548 03	
The A., T. & S. F. Ry. Co. (Sec. 12, Romeo Bridge)	103 15	
Norton & Co. (Sec. 12, concreting clay pockets)	27 77	
Halvorson, Richards & Co. (Sec. 12, concreting clay pockets)	475 00	
Thomas F. Ryan (Sec. 15, Bear Trap Dam)	33 09	
Henry A. Kettering (Sec. 15, Bear Trap Dam)	46 15	
Wm. O'Connell (Sec. 15, Bear Trap Dam)	92 62	
Advance Packing and Supply Company (Sec. 15, Bear Trap Dam)	129 36	
The Canal Commissioners (Sec. 15, Bear Trap Dam)	104 00	
Barrett Hardware Company (Sec. 15, Bear Trap Dam)	16 85	
Barrett Hardware Company (Sec. 17, sundries)	71 12	
Chas. F. Elmes Engineering Works (Sec. 15, Bear Trap Dam)	323 77	
Hayes Bros. (Sec. 16, Wire Mills Road Bridge)	89 72	
Strong, Bush & Handwerk (Sec. 17, Towpath Bridge	120 33	
Geo. A. Whelen (Sec. 17, Towpath Bridge)	436 31	
Joliet Gas Light Company (Sec. 17, Towpath Bridge)	36 70	
Humphrey & Sons (Sec. 17, Towpath Bridge)	25 96	
Economy Light and Power Company (Secs. 17 and 18, crib)	1,075 92	
Hayes Bros. (Sec. N—C., M. & N. Bridge)	152 79	
Geo. M. Huss (Sec. O, Pan Handle Bridge)	1,294 30	
The Columbia Window Cleaning Company (C. & A. freight office)	32 00	
H. Channon Company (W. C. St. Ry. Tunnel)	37 44	
R. B. Crouch (Adams Street By-pass)	63 23	
Aug. Zander Company (Adams Street By-pass)	137 20	
Aug. Zander Company (Adams Street By-pass)	143 36	
Simpson Bros. Company (Adams Street By-pass)	354 12	
Isham Randolph (Adams Street By-pass)	1,420 73	
		$ 39,026 90

MAINTENANCE ACCOUNT.

City of Chicago (Bridgeport pumps)		$ 5,247 36
Grand total		$ 44,935 19

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1114, General Account (sundries, steamer Juliet)..... 4 00

Mr. Braden, seconded by Mr. Kelly, moved that Requisition No. 1114, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Kelly, Mallette and Wenter—five. Nays—None. Excused and not voting—Mr. Eckhart—one.

Upon this result the Chairman declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of February, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of February, 1900:

The total expenditure of the District for the month was $809,082.73, of which amount the sum of $133,304.66 was paid in warrants, $178,656.30 in 1900 tax levy warrants, and the sum of $497,121.77 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer, the sum of $480,107.60 was for 1899 tax warrants redeemed, and $17,014.17 for interest on same. Of the 1900 tax warrants issued the sum of $167.95 was placed in the hands of the Treasurer, and sundry regular warrants aggregating this amount drawn against the same, as per authority of the Board, the regular warrants being inadvertently dated January 31, 1900, as noted in my last report.

The total amount expended on account of, and charged to, the Clerical Department during the month of February was $1,096.04, of which amount the sum of $1,055.84 was for salaries, and the sum of $40.20 for general office expenses.

There are no outstanding liabilities against the Clerical Department, and the expenditure for the present month will be about $1,200.

The total amount expended for account of, and charged to, the General Account during the month of February was $6,011.07, divided as follows:

Rent for February, 1900	$ 498 33
Printing	242 31
Streams Examination	781 22
Advertising	70 15
Salaries	2,930 59
Engraving bonds	1,204 00
General Expenses	284 47
Total	$6,011 07

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total amount of 1896 tax levy warrants issued, there is now outstanding the sum of $11,372.05; of the 1897 tax levy warrants issued, all have now been redeemed; of the 1898 tax levy warrants issued, there is now outstanding the sum of $584.80; of the 1899 tax levy warrants, there is now outstanding the sum of $2,499,554.93; and of the 1900 tax levy warrants, there is now outstanding the sum of $379,209.17.

The following is a tabulated statement of total expenditures for the month of February, 1900:

Account.	Regular Warrants.	1900 Tax Levy Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 1,743 61	$ 12,773 13		$ 14,516 74
Construction	97,127 96	150,664 37		247,792 33
Clerical Department	32 70	1,063 34		1,096 04
Law Department	1,376 10	1,926 68		3,302 78
Land		1,000 00		1,000 00
Treasury Department	15 00	166 66		181 66
General	2,785 03	3,226 04		6,011 07
Police Department	166 61	2,676 59		2,843 20
Maintenance	5,337 83	651 74		5,989 57
Sherzer, R. L. Br. Co.	4,719 82			4,719 82

Account.	Regular Warrants.	1900 Tax Levy Warrants.	Paid by Treasurer.	Total for Month.
Smyth & Eastman	.....	4,507 75	.....	4,507 75
Joseph F. Haas, Clerk	20,000 00	.....	.....	20,000 00
1899 Tax Warrants redeemed	.....	.....	$480,107 60	480,107 60
Interest on Tax Warrants redeemed	.....	.....	17,014 17	17,014 17
Total	$133,304 66	$178,656 30	$497,121 77	$ 809,082 73

Respectfully submitted,

(Signed) JOSEPH F. HAAS, *Clerk.*"

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of December, 1899, and January, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 13, 1900.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Engineering Department for the month of December, 1899, and January, 1900, giving the detailed operations of its several divisions.

The value of the construction work done for December was $335,067.36, divided as follows: Main Channel, $206,981.45; bridges, $120,268.64; general, $7,817.27. The engineering expenses were $15,830.47, divided as follows: Salaries, $12,961.67; supplies, etc., $2,868.80. The construction work done for January was $191,043.49, divided as follows: Main Channel, $91,796.20; bridges, $94,243.33; general, $5,003.96. The engineering expenses were $14,513.87, divided as follows: Salaries, $12,773.13; supplies, etc., $1,740.74.

Division of Construction.

The weather conditions for December were favorable for good progress of the work with the exception of about the last week, during which time work was retarded on account of the cold. Snow flurries were recorded on two days and rain showers on three. The temperature varied between 58 degrees above and 4 degrees below zero, Fahrenheit.

During the first part of January the weather was favorable for work, but during the latter part extreme cold interfered greatly with the progress of same.

Chicago River, December—The concrete walls for the substructure of the By-Pass were practically finished, as was also the chamber at the entrance of the Metropolitan Water Tunnel. Considerable work was done upon the Alton Freight Office Building. The contractors for the substructure employed an average of 81 men, and at the end of the month about one per cent of the work remained to be done.

The contractors for the superstructure set 8 girders, and placed 670 cubic yards of concrete, and on the 1st of January there were 50 girders of the Jackson Street By-pass in place. This work coming directly under the roadway of the Pennsylvania Company, required much night and Sunday work. The contractors employed on an average 70 men per day. Ten per cent of this class of work was done during December, and 70 per cent was completed at the beginning of 1900,

The contractors for the dredging of the Chicago River excavated 79,500 cubic yards, which were placed in the Lake Front Park. Most of this excavation came from the bridge draws.

At the Taylor Street bridge, the west abutment and piers were all finished. The east abutment was also finished, and sheet piling is being driven for the east piers.

At the C. T. T. R. R. Co.'s bridge, all the vertical foundation piles in the west abutment are in, and 346 piles in the east abutment.

The greater part of the excavation for the Van Buren Street bridge approach span was finished, and the laying of concrete was begun.

Chicago River, January—The contractors for the substructure of the By-pass did little work, having practically finished in December. An average of 42 men were employed. General repair work on freight buildings and roadways was carried on. The power cables for operating the Van Buren Street bridge were removed, and new cables will have to be installed,

Between the 1st and the 7th, the contractors for the superstructure worked at concreting, finishing the arches to the south side of the tunnel. On the 8th, the District arranged to complete the work on force account. During the balance of the month all of the metal work was completed. Four hundred and seventy nine cubic yards of concrete were put in place. A leak developed in the West Side Tunnel, and work was done to locate it.

Six hundred cubic yards of excavation was completed for the Taylor street bridge, piles were driven and two east piers were built.

At the C. T. T. R. Co's Bridge, 213 foundation piles were driven.

Five hundred and eight cubic yards of concrete were placed in the abutment of the Van Buren street approach span, and 20 cubic yards of stone coping were put on same. The girders were put in place and erectors were at work.

Section "O" December—Excavation of the main channel at the west end of the section was continued with shovel and incline plant working night and day shifts to the 28th, when shovel was removed from the channel. The scraper force worked at this place to the 18th.

On the Collateral Channel, the dredge continued work in night and day shifts to the 4th, after which time it worked day shifts only to the 7th, when dredge broke down. It was started again on the 16th, broke down again on the 20th, renewed operations on the 28th and worked to the end of the month. The inlet sluice was completed on the 9th. Excavation under the Panhandle trestles was continued all month, same being done by force account. Reconstruction of Panhandle temporary trestles was continued all month with a large force. On the 16th a second pile-driving outfit was started to assist former one. By the end of the month the greater part of the work was finished.

Work on the substructure of the eight-track bridge was continued all month. Stone masonry of south abutment was finished on the 6th, and north pier stone masonry was completed on the 25th. The south pier stone masonry work was started on the 12th and continued to the end of the month.

At the cement warehouse empty cement bags were collected and shipped. Machinery and tools belonging to the District were stored and a large lot of timber that had been used at the Adams Street By-pass was stored on the ground adjacent to the warehouse.

Section "O," January—The last dipperfull of earth was dredged from the front of the flume at the junction of the Collateral and Main Channel, and the water admitted to the Main Channel on the 2d, at about 11:00 A. M. By the 14th the Channel was filled to the level of Lake Michigan.

On the 9th, a dredge started removing the dam east of the eight-track bridge, and cut through same on the 15th. The dam was entirely removed by the 22d. In the Collateral Channel the dredge continued work to the 18th, working night and day, and completed the excavation.

Redriving of piles on the Pan Handle temporary trestles was finished on the 20th, and the construction of a new trestle for the C. T. T. R. R. Co. was begun and continued to the end of the month.

The work of the substructure of the eight-track bridge was practically finished on the 15th, but there still remains some trimming up to be done before the work is entirely completed.

At the cement warehouse, the work of collecting and shipping empty cement bags was continued, and a lot of pumps, machinery, boilers, etc., from Lockport were unloaded and stored.

Section "N," December—A large force was employed the last four days of the month grading the bottom of the Channel east of the C., M. & N. Ry. bridge. Some material left behind when shovel climbed to —16 plane was removed by force account. Excavation under the old Kedzie Avenue was completed on the 1st of December. Measurements

showed the total removal in this place to be 22,170 cubic yards, total cost of which was $19,136.76, an average cost per cubic yard of about 86 cents. Steam shovel and incline plant west of Kedzie Avenue worked to the 14th and the shovel was then removed out of the pit. The scraper force, which was augmented on the 7th by a wagon force, continued the work of removing material left in the bottom of the channel near the west end of section to the end of the month.

The work of revetting the slope in front of the south abutment of the A., T. & S. F. Ry. Co's Bridge was completed on the 27th. A force of track men continued the work of ballasting.

Section "N", January—Excavation at the east end of this section was continued up to the 22nd, when the work was flooded out. Like conditions occurred at the west end of the section. A wagon force was employed 12 days of the month removing material that had been spoiled on Kedzie Avenue south of the Main Channel. A portion of this material was used to improve Kedzie Avenue and to construct a roadway along the north bank of the channel east from Kedzie Avenue.

Section "K", December — Excavation at the east end of this section by scraper force was continued to the 9th, when all the material that could be gotten out was removed.

Work on the substructure of the Belt Railway Bridge was continued throughout the month. The south abutment concrete foundation was finished on the 16th. Masonry work for the south abutment was begun on the 7th and continued to the 16th. The center pier concrete foundation was finished on the 10th. Masonry work for center pier was begun on the 15th and continued throughout the month. Construction of new trestles for the Belt Railway Temporary Bridge was continued all month and nearly completed. A force of about 30 men was employed to the end of the month revetting slope of Main Channel in front of the south abutment of the Belt Railway Permanent Bridge and had nearly completed.

Section "K," January—The masonry work for the center pier of the Belt Railway bridge was completed on the 6th, and the filling of same was finished on the 16th. The concrete foundation for the short wing of the south abutment was put in on the 27th. The new temporary trestles were completed on the 8th, and the old trestles removed and bank blasted out between the 3d and 10th.

Section "E," December—A large force of men was employed nearly all month by the C. T. T. R. R. Co. grading approaches to its new bridge over the Desplaines River and laying steel. The first train ran over the new bridge on the 8th.

Section "E." January—Between the 6th and the 20th a large force was employed ballasting and surfacing the C. T. T. R. R. Co.'s main line north of the river bridge. The steel was removed from the temporary trestles over the river on the 8th.

Section 3, December—A small force was engaged until the 4th completing the work on masonry wall and backfilling same.

Section 8, December—On the 1st of the month the coffer dam across the Main Channel burst and flooded the section. Measurements were taken, and the bottom was practically down to grade, the highest point being but .4 above grade.

The A., T. & S. F. Ry. work was carried on during the month with an average gang of 50 men, completing the work of elevating track and house and improving railroad yard.

Section 8, January—Seven laborers were engaged to the 3d in constructing sidewalk railing in connection with the Lemont subway work. The temporary highway bridge across the Main Channel was carried away by the pressure of ice and water, and as the approach from the north to the permanent bridge had not been completed, a force of 14 men was put to work on the 17th constructing an emergency road, that a crossing of the Channel might be affected. This work was finished on the 24th.

Sections 12 and 13, December—The work at Romeo consisted of concreting two large clay pockets south of the highway bridge. Some delay was occasioned by the severity of the weather, but all work found feasible to accomplish was completed on the 20th. The final notes for this work show 5,864 cubic yards of excavation and 3,849.19 cubic yards of concrete as having been accomplished.

Section 14, December—From the 1st to the 12th both pumps were operated in an attempt to reduce the water but without effect. On the 12th, at which time the gauge stood at 3,825-, an elevation of -25.975 C. C. D., the pumps were ordered taken out and the force was engaged from that time until the end of the

month in dismantling and storing plant. The concrete foundations were blown out on the 22nd.

Section 14, January—The construction of concrete wall at the site of the aban doned pumping station was finished about the 12th. The balance of the month was spent in wrecking the pumping plant, dismantling engines and boilers and shipping same to the cement warehouse at Corwith, and in saving lumber that flowed down the Main Channel. A small amount of backfilling and cleaning up remained to be done. The force was reduced to about 18 men.

Section 15, December—A small force was engaged the entire month in piping the Bear Trap Dam and doing such other work pertaining thereto as remained unfinished. All work was out of the way of high water at the end of the month.

Section 15, January—About 17 men were engaged daily throughout the month in work on the operating mechanism of the Controlling Works and in such miscellaneous work as developed. The Bear Trap Dam was successfully operated on the 17th, and was in service daily the balance of the month, performing the work for which it was designed, fully and perfectly in every respect.

Section 16, December—After December 1st (the date of the completion of the Tail Race), a force of about 16 men were engaged in excavating the Tail Race ditch and a small force in grading the Wire Mills Road. All work with the exception of channeling was completed on the 9th.

Section 17, December—Work on this section continued during the entire month, with but little interruption, with a daily force of 325 men distributed over the entire section. Work was carried on the greater portion of the time in the Tail Race and new River Channel in double shifts, about one-third as many being employed nights as on day shifts. The plant in operation did not differ materially from that used in previous months. The steam shovel working in the new River Channel finished the work laid out for it on the 14th. The hoist finished work on the 23d. On the 24th the levee at the north end of the section, restraining the Desplaines River, was taken out, and the channel allowed to fill up. Riprapping at the north end of the new River Channel was completed on the 2d.

The abutments for the Tow-Path Bridge were completed about the middle of the month.

Section 17, January—A leak developed in the south end of the levee dividing the Tail Race from the Upper Basin, which proved to be a very troublesome affair. The leak was gotten under control on the 5th, but broke through again upon the turning on of the water through the Bear Trap Dam, and was not entirely stopped until near the end of the month. A 12 inch pump was installed in the Tail Race, and work was resumed thereon about the 25th. The dredge worked in the Upper Basin the greater portion of the month in excavating and removing the crib work north of Ruby Street. The material from the levee at north end of New River Channel, which had been taken out and stored on spoil grounds, was removed to close the opening in the spoil area so as to divert the entire flow into the New River Channel. A daily force averaging from 20 to 30 men were engaged on this work.

Section 18, December — The work of building cross-cribs and filling in same at Dam No. 1 was carried on at intervals throughout the entire month. Concrete was placed in Dam No. 1 and the first section was finished on the 6th. The excavation and drilling of the condemned portion of the dam was carried on from the 19th throughout the balance of the month. The scraping of joints in tunnels and concreting was carried on from the 1st to the 19th.

Excavation of the tail race was carried on from the 1st to the 3rd. Removal of plant was carried on from the 3rd to the 12th. Concrete was placed in the wall at north end between the 23rd and the 26th, which completed the entire retaining wall on this section.

Excavation south of Jackson Street was carried on throughout the entire month and the material was placed in the spoil area east of the channel. Excavation at and south of Cass Street was also carried on throughout the month. The material from the Main Channel was placed in the levee embankment south and north of the C., R. I. & P. Railroad.

The work of excavating for and building flume at Dam No. 1 was carried on from the 1st to the 11th, at which time this work was completed. Building up and filling in Tail Race Crib was continued during the entire month, when this work was also completed. The state dredge worked at intervals during the month in the vicinity of Dam No. 1.

Excavating the old Jefferson Street Bridge to channel grade was carried on from the 1st to the 13th. Concrete was

placed in west abutment of the new Jefferson Street Bridge at intervals from the 1st to the 8th, at which time this work was finished with the exception of coping stones. Excavation for east abutment of this bridge was continued at intervals to the 16th, when the work was made ready for concrete, which was placed throughout the balance of the month.

The work of excavating the old center pier and east abutment of the Cass Street Bridge was carried on at intervals during the entire month and was completed. Concrete was placed in the east abutment from the 18th to the 23rd, at which time it was completed with the exception of coping stone.

Section 18, January—The work of excavating the condemned dam and main crib at Dam No. 1 was carried on from the 2d to the 13th. Concrete was placed in dam from the 4th to the 7th, at which time the work was completed. Concreting and cementing in tunnel was resumed on the 20th and continued throughout the balance of the month. The State dredge worked at Dam No. 1 the greater part of the month. Concrete was placed in wall south of Cass Street along Desplaines Street from the 3d to the 9th, when about 70 feet of wall was finished.

Work on the Tail Race was carried on from the 1st to the 4th, at which latter time the work was entirely flooded by leaks from Section 17. On the 22d work was again resumed and was continued throughout the month. Material from this work was placed in levee embankment at McDonough Street.

Excavation at and south of Cass Street was carried on from the 2d to the 11th. Work of excavating mud south of Cass Street on the west side was carried on from the 12th to the 17th, when water was let into the channel. Excavation immediately south of Jackson Street was carried on from the 2d to the 17th. Gahan & Byrne laid track for Tail Race overhaul along east side of channel from Jackson Street to Jefferson Street from the 20th to the 24th.

Concrete was placed in the east abutment of the Jefferson Street Bridge, also setting of coping stones for the east and west abutments and pier. The building of false work for the superstructure of this bridge was carried on from the 5th to the 16th. The work of the superstructure proper began on the 27th and continued to the end of the month.

The coping stone for the east abutment of the Cass Street Bridge was set during the month, and the work of excavating the old west abutment was carried on from the 24th to the end of the month.

Division of Drafting and Designing.

December—The regular platting was continued on the contour maps between Lockport and Willow Springs, the 50 feet scale maps of the Chicago River, and the atlas of the right of way. Work was done on a profile of the Illinois River; on a map showing topography near Summit and a sounding map of the South Branch of the Chicago River. The following drawings were made: Cross-sections of contract section 14 and descriptions of right of way in Cook and DuPage counties.

In the Bridge Department office the larger part of the time was taken up in finishing the plans for the Bear Trap Dam Bridge. Some time was given to checking the shop plans for the Tow-Path and Cass Street Bridges.

The work of this branch of the office force, exclusive of the Bridge and Drafting Departments, was a continuation of the previous work.

January—The work of the Drafting Department was a continuation of the work for December, except that the following drawings, etc., were made: Plan of Adams Street Bridge protection, plan of Prescott Land near Summit, plan of rescue ladder for the Main Channel, map of Illinois showing waterways and descriptions of right of way in Will County.

The work of this branch of the office force, exclusive of the Bridge and Draftings Departments, was a continuation of its previous work.

Division of Records.

The work of this Division for December and January has been carried on in the usual manner.

I estimate the expenses of this Department for the month of February will be $160,000.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

DESIGNATION.	AMOUNT DONE DURING DECEMBER, 1899. Main Channel.				AMOUNT DONE DURING JANUARY, 1900. Main Channel.			
	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River	83,000	.....	1,330	1,600	75,000	.....	75	480
Section O	27,900	.....	.....	.....	6,000	.....	.....	.....
Section N	11,720	.....	.....	.....	.....	.....	.....	.....
Section K	1,815	.....	.....	.....	.....	.....	.....	.....
Section 3	.....	149.1	* 180.4	.....	.....	.....	.....	.....
Section 17	4,000	9,200	*1,200	.....	.....	.....	.....	.....
Section 18	9,517	24,533	.....	.....	5,000	1,500	.....	.....
Van Buren Street approach span, Chicago River	1,300	.....	230	2,200	.....	.....	526	.....
Taylor Street Bridge, Chicago River	.....	.....	334	1,068	600	.....	270	2,189
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	.....	.....	11,559	.....	.....	.....	5,653
Eight-track Bridge, Main Channel, Section O	.....	.....	2,149	.....	.....	.....	355	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K	600	.....	2,164	.....	.....	.....	150	.....
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section 8	.....	.....	.....	.....	.....	850	72	.....
Tow Path Bridge, Section 17	.....	.....	350	.....	.....	.....	.....	.....
Jefferson Street Bridge, Section 18	200	100	220	.....	.....	20	598	.....
Cass Street Bridge, Section 18	300	85	222	.....	.....	.....	.....	.....
Totals	140,352	34,067.1	6,999	15,827	86,600	2,370	2,056	8,322

*1,380.4=Retaining wall.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

DESIGNATION.	AMOUNT EARNED DURING DECEMBER, 1899.				AMOUNT EARNED DURING JANUARY, 1900.			
	Main Channel.	Bridges.	General.	Total.	Main Channel.	Bridges.	General.	Total.
Chicago River	$ 68,087 10			$ 68,087 10	$44,060 04			$ 44,060 04
Section O	24,883 84	$ 5,742 67		30,626 51	8,367 62	$ 6,797 45		15,165 07
" N	11,544 65			11,544 65				
" M	160 39			160 39				
" K	998 25	3,547 40		4,545 65		669 40		669 40
" H	10,112 40			10,112 40				
" G	2,314 48			2,314 48				
" F	3,637 94			3,637 94				
" E		193 19		193 19				
" 3	1,215 85			1,215 85				
" 4	722 70			722 70				
" 8	240 35			240 35				
" 12	7,822 33			7,822 33	611 26			611 26
" 13	815 99			815 99	479 12			479 12
" 14	48 38			48 38	382 87			382 87
" 17	33,875 42	480 13		34,355 55	8,225 89	572 96		8,798 85
" 18	38,593 14	2,044 59		40,637 73	29,499 43	255 82		29,755 25
Disposal Works at Lockport	1,908 24			1,908 24	169 97			169 97
Van Buren Street Approach Span, Chicago River		6,961 96		6,961 94		6,390 64		6,390 64
Taylor Street Bridge, Chicago River		6,342 02		6,342 06		7,179 32		7,179 32
C. T. T. R. R. Co.'s Bridge, Chicago River		9,199 42		9,199 42		9,580 72		9,580 72
Southwest Boulevard Bridge, Main Channel, Section O		228 54		228 52				
Eight-track Bridge, Main Channel, Section O		38,594 36		38,594 36		19,218 81		19,218 81
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N						7,885 66		7,885 66
Kedzie Avenue Bridge, Main Channel, Section N		248 43		248 43				
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N		46 01		46 01		543 81		543 81
Belt Railway of Chicago Bridge, Main Channel, Section K		22,942 61		22,942 61		3,902 73		3,902 73
C. T. T. R. R. Co.'s Bridge, Main Channel, Section E		3 00		3 00				
C. T. T. R. R. Co.'s Bridge, Desplaines River, Section E		908 02		908 02				
A., T. & S. F. Ry. Co.'s Bridge, Main Channel and Stephens Street Subway, Section 8		10,002 80		10,002 80		2,343 71		2,343 71
Romeo Road Bridge, Main Channel, Section 12		21 32		21 32		55 25		55 25
Wire Mills Road Bridge, Section 16		1,250 00		1,250 00				
Towpath Bridge, Section 17		3,994 70		3,994 70				
Cass Street Bridge, Section 18		3,495 34		3,495 34		14,010 11		14,010 11
Jefferson Street Bridge, Section 18		4,022 13		4,022 13		14,667 68		14,667 68
C., R. I. & P. Ry. Co.'s Bridge, Section 18						121 60		121 60
Crib work at Joliet			$7,817 27				$5,003 96	5,003 96
Total	$206,981 45	$120,268 64	$7,817 27	$335,067 36	$91,796 20	$94,243 33	$5,003 96	$191,043 49

CLASSIFICATION.	CLASSIFIED STATEMENT OF EXPENDITURES FOR DECEMBER, 1899.				CLASSIFIED STATEMENT OF EXPENDITURES FOR JANUARY, 1900.			
	Salaries.	Supplies.	Total Eng. Expenses.	Construction.	Salaries.	Supplies.	Total Eng. Expenses.	Construction.
Maps and Plans for General Use	$ 437 10	$ 2 10	$ 439 20	.....	$ 453 55	$ 25 43	$ 478 98	.....
Chicago River Survey	95 70	.....	95 70	.....	63 00	.....	63 00	.....
Chicago River Improvement	2,057 50	955 87	3,013 37	$64,564 59	2,112 63	90 12	2,202 75	$ 52,090 16
Right of Way	180 30	8 50	188 80	.....	134 50	5 40	139 90	.....
Flood Measurements	.....	10 00	10 00	.....	1,129 38	266 51	1,395 89	.....
Disposal Works and Joliet Project	3,402 50	1,252 75	4,655 25	74,636 94	3,223 75	331 44	3,555 19	107,878 16
Reg. Construction—Main Channel and River Diversion	1,515 32	326 92	1,842 24	63,261 45	1,437 57	98 38	1,535 95	9,840 87
Wire Mills Road Permanent Bridge and Roadway, Section 16	.....	.....	.....	1,250 00	.....	.....	.....	.....
Bear Trap Dam Bridge, Section 15	25 00	5 40	30 40	.....	30 00	.....	30 00	.....
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	21 32	.....	.....	.....	55 25
A., T. & S. F. Ry. Co.'s Perm. Br., M. C. and Trk. Dev. and Step. St. Subway, Section 8	262 50	.....	262 50	10,028 40	93 75	9 51	103 26	2,120 35
C. T. T. R. R. Co.'s Permanent Bridge, Main Channel, Section E	.....	.....	.....	3 00	.....	.....	.....	.....
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Sec. E	.....	.....	.....	193 19	60 00	.....	60 00	.....
C. T. T. R. R. Co.'s Permanent Bridge, Desplaines River, Sec. E	232 00	4 00	236 00	908 02	80 00	.....	80 00	47 66
Belt Ry. Co. of Chicago's Temporary Bridge, Main Channel, Sec. K	275 00	12 50	287 50	3,547 40	130 00	5 00	135 00	116 50
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Sec. K	430 00	63 38	493 38	20,217 63	180 00	39 00	219 00	4,125 63
Pumping Plant, Section M	.....	.....	.....	160 39	.....	.....	.....	.....
A., T. & S. F. Ry. Co.'s Per. Br., Main Channel and Trk. Dev. Sec. N	.....	.....	.....	46 01	.....	.....	.....	543 81
Kedzie Avenue Permanent Bridge, Main Channel, Section N	.....	.....	.....	248 43	.....	.....	.....	.....
C., M. & N. R. R. Co.'s Perm. Br., M. C. and Kedzie Ave. and Trk. Dev., Section N	50 00	.....	50 00	— 1,512 24	.....	.....	.....	7,885 66
Southwest Boulevard Bridge, Main Channel, Section O	.....	.....	.....	228 55	.....	.....	.....	.....
Panhandle Temporary Bridge, Main Channel, Section O	330 00	2 50	332 50	5,710 42	340 00	.....	340 00	6,797 45
Panhandle Permanent Bridge, Main Channel, Section O	1,140 00	10 45	1,150 45	37,179 12	855 00	21 00	876 00	43,793 81
Pumping Plant, Section O	.....	.....	.....	45 23	.....	.....	.....	.....
Canal Street Bridge, Chicago River	40 00	.....	40 00	40 00	60 00	1 20	61 20	.....
Taylor Street Bridge, Chicago River	340 50	.....	340 50	5,622 78	302 50	2 50	305 00	6,281 90
C. T. T. R. R. Co.'s Bridge, Chicago River	349 50	6 00	355 50	8,217 94	327 50	2 50	330 00	9,129 11
Van Buren Street Approach Span, Chicago River	253 00	20	253 20	6,091 72	375 00	2 50	377 50	5,683 69
Towpath Temporary Bridge, Section 17	.....	.....	.....	480 13	.....	.....	.....	572 96
Towpath Permanent Bridge, Section 17	115 00	60	115 60	3,607 51	20 00	.....	20 00	.....
Jefferson Street Temporary Bridge, Section 18	.....	.....	.....	850 26	.....	2 40	2 40	633 36
Jefferson Street Permanent Bridge, Section 18	330 00	.....	330 00	3,776 01	530 00	1 95	531 95	14,410 37
Cass Street Permanent Bridge, Section 18	165 00	4 70	169 70	3,230 03	220 00	1 90	221 90	14,010 11
C., R. I. & P. R. R. Co.'s Temporary Bridge, Section 18	.....	.....	.....	1,194 33	.....	.....	.....	2 57
C., R. I. & P. R. R. Co.'s Permanent Bridge, Section 18	15 00	.....	15 00	.....	15 00	.....	15 00	121 60
Moving and repairing bridges not constructed by Sanitary District	35 00	.....	35 00	1,792 63	.....	.....	.....	189 73
Mortar, Sand and Cement Tests	735 75	4 20	739 95	.....	450 00	679 90	1,129 90	.....
Photographs of Works	150 00	34 13	184 13	.....	150 00	154 10	304 10	.....
Relief Maps for Paris Exposition	.....	163 60	163 60	.....	.....	.....	.....	.....
Improvement of I. & M. Canal between Bridgeport and Lockport	.....	1 00	1 00	.....	.....	.....	.....	.....
Totals	$12,961 67	$2,868 80	$15,830 47	$315,600 90	$12,773 13	$1,740 74	$14,513 87	$286,320 71

REPORTS IN REFERENCE TO COMPLETION OF CONTRACTS FOR "BUILDING RAILWAY EMBANKMENT AND WORK COLLATERAL THERETO, AND REMOVAL OF ROCK FROM MAIN CHANNEL, SECTION 8, AT LEMONT," FOR "SUBSTRUCTURE OF BRIDGE FOR TAYLOR STREET, IN THE CITY OF CHICAGO," AND FOR "WORK ON SECTION 16."

The Clerk presented three reports from the Chief Engineer, being, respectively; final certificates in reference to the completion of the contract with Messrs. Mason, Hoge, King & Co. for building a railway embankment and work collateral thereto, and removal of rock from Main Channel, Section 8, at Lemont; with the Chicago Bridge and Iron Company for the construction of the substructure of bridge for Taylor Street, in the City of Chicago, and with Messrs. Hayes Bros. for work on Section 16; said reports being accompanied by Chief Engineer's vouchers for final payment on account of said work.

By unanimous consent, the reports and accompanying vouchers were referred to the Committee on Engineering.

REPORT IN REFERENCE TO MONTHLY REPORT FROM LAW DEPARTMENT FOR DECEMBER, 1899.

Mr. Mallette, Chairman, presented and the Clerk read, a report from the Committee on Judiciary, with reference to, and accompanied by, monthly report of the Law Department for the month of December, 1899, the same having been presented and referred to that Committee at the meeting held January 19, 1900 (page 6251 of the Proceedings); the Committee report recommending that the said monthly report be approved, printed in the Proceedings and placed on file with the Clerk of the District.

Mr. Mallette, seconded by Mr. Kelly, moved that the report of the Committee be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to whom was referred, at the meeting of the Board of Trustees held January 19, 1900, the report of the Law Department for the month of December, 1899, herewith recommends that the same be approved, printed in the Proceedings and placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
B. A. ECKHART,
JOS. C. BRADEN,
THOMAS KELLY,
Committee on Judiciary."

The following is

THE REPORT:

"CHICAGO, January 15, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to transmit the report of the Law Department for the month of December, A. D., 1899. The following are the expenses of the Law Department:

SALARIES.

Office force	$ 435 00	
Attorneys	1,033 34	
		$1,468 34

GENERAL EXPENSES.

Court costs	$ 104 65	
Legal services	1,500 00	
Expense account	625 40	
Books, printing, etc	24 80	
		$2,254 85
Total for December		$3,723 19

The following six cases were begun during the month:

William Behrer vs. The Sanitary District of Chicago, et al, Gen. No. 202,140, in the Circuit Court of Cook County. This is a bill for an injunction to prevent the Sanitary District executing an agreement with the Canal Commissioners providing for the maintenance of the Pumping Works supplying the Summit Level. The application for a temporary injunction was argued before Judge Tuley and denied.

Joseph Johnson vs. The Sanitary District of Chicago, Mason, et al., Gen. No. 201,067, in the Circuit Court of Cook County. This is a suit for $10,000 for personal injuries. Proper pleadings have been filed on behalf of the District.

Martin Brambert vs. The Sanitary District of Chicago, Mason, et al., Gen. No. 201,079, in the Circuit Court of Cook

County. This is a suit for $10,000 for personal injuries.

Postal Telegraph Cable Co. vs. The Sanitary District of Chicago, Gen. No. 202,574, in the Circuit Court of Cook County. This is an assumpsit suit for $4,000.00, the cost of removing certain poles and wires of the plaintiff from the right of way of the Sanitary District.

People of the State of Illinois, ex rel., the Sanitary District of Chicago vs. Philip Knopf, County Clerk of Cook County, Gen. No. 202,826, in the Circuit Court of Cook County. This is a petition for a mandamus to require the defendant to extend a tax of one and one-half per cent upon all taxable property within the Sanitary District, as certified by the Clerk of the District.

John Busse, et al., vs. The Sanitary District of Chicago and the City of Chicago, Gen. No. 203,692, in the Superior Court of Cook County. This is a suit in trespass on the case for $100,000 for damages to the brickyards of the plaintiffs caused by the closing of Thirty-first street.

The following proceedings were had in the several suit mentioned:

In the case of Chas. Goernor vs. Sanitary District of Chicago. Gen. No. 166,547, in the Circuit Court of Cook County, the deposition of John Vial was taken before a notary public in this county.

In the case of Joseph O. Wright vs. The Western Dredging and Improvement Co., Gen. No. 193,710, in the Superior Court of Cook County, a stipulation has been executed providing for a change in the character of the funds held by the Sanitary District to the account of the defendant.

In the two cases of the Canal Commissioners vs. The Sanitary District, Gen. Nos. 14,798 and 14,799 respectively, in the Circuit Court of Fulton County, the motion to dismiss the amended bills was granted, and an appeal prayed and allowed to the Supreme Court of this State. The decree of the Court further provided that the injunction remain in force pending the decision of the upper Court.

In addition to the above cases and proceedings, the regular routine work of the office and the general care of the various suits and matters coming under its charge have occupied the time of the Law Department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

REPORT ON COMMUNICATION FROM ATTORNEY FOR BRIDGET McGUIRL.

Mr. Mallette, Chairman, presented and the Clerk read, a report from the Joint Committee on Judiciary and Engineering, with reference to, and accompanied by, a communication from John J. Coburn, attorney for Bridget McGuirl, the same having been presented and referred to that Committee at the meeting held March 7, 1900 (page 6329 of the Proceedings); the report recommending that the Committee on Finance be authorized and directed to negotiate with Mrs. Bridget McGuirl, through her attorney, for the purchase of certain property in controversy, and report its conclusions to the Board of Trustees.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Engineering, to which was referred at the meeting of the Board of Trustees held March 7, 1900, a communication from John J. Coburn, attorney for Mrs. Bridget McGuirl, et al, requesting a settlement of her claim for damages against the District, herewith reports that the Committee, after fully considering the advisability of the settlement of the questions in controversy between the District and said Mrs. Bridget McGuirl, recognizes no legal basis upon which to base a settlement of said claim for damages; but recommends as follows:

That the Committee on Finance be authorized and directed to negotiate with said Mrs. Bridget McGuirl, through her attorney aforesaid, for the purchase of the property in controversy, alleged to have been damaged by the Sanitary District by the construction of its Main Channel and, when said negotiations have been concluded, that the Commit-

tee report to the Board of Trustees its conclusions thereon.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
B. A. ECKHART,
JOS. C. BRADEN,
THOMAS KELLY,
Joint Committee on Judiciary and Engineering."

(One enclosure.)

REPORT IN REFERENCE TO COMMUNICATION FROM L. E. McGANN, COMMISSIONER, AS TO CANAL PUMPING WORKS.

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee in reference to, and accompanied by, a communication from L. E. McGann, Commissioner of Public Works, asking for information as to what the Board has concluded to do with reference to the Canal pumping works; the report recommending that said matter be taken up and considered at a proposed conference to take place between the Committee of the Whole and the Chicago city officials in connection with the subject of securing control of the Chicago River.

Mr. Mallette, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering has had under consideration a communication from L. E. McGann, Commissioner of Public Works, under date of March 9, 1900, with reference to the Canal Pumping Works.

Your Committee begs leave to recommend that said matter be taken up and considered at the proposed conference to take place between the Committee of the Whole and the city officials of the City of Chicago in connection with the resolution heretofore introduced by Trustee Eckhart, with reference to securing control of the Chicago River.

Respectfully submitted,

J. P. MALLETTE,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
Committee on Engineering."

REPORT TRANSMITTING RESOLUTION WITH REFERENCE TO PROPOSED CONFERENCE WITH MAYOR OF CHICAGO AS TO CONTROL OF CHICAGO RIVER.

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee with reference to, and accompanied by, a resolution providing for a conference to be held with the Mayor of the City of Chicago in reference to the control of the Chicago River; the report recommending that the resolution as read and amended by the Committee be adopted and its purposes executed as early as practicable.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering desires herewith to present for the consideration of the Board of Trustees a resolution read to the Committee by Trustee Eckhart with reference to a proposed conference to be held by the Trustees of the Sanitary District and the officers of the City of Chicago on the subject matter of the control of the Chicago River.

The Committee advises that the resolution as read and as amended is adopted by the Committee.

The Committee recommends that the same be approved and adopted by the Board of Trustees and that the purposes

of said resolution be executed at as early a date as practicable.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
Committee on Engineering."

The following is

THE RESOLUTION AS AMENDED:

"WHEREAS, The opening of the Main Channel of the Sanitary District of Chicago and the turning in of the waters of the Chicago River and Lake Michigan into the said Main Channel has caused new conditions to arise in the said Chicago River and the South Branch thereof; and

WHEREAS, It is claimed that said new conditions arising as aforesaid make it more difficult to navigate the said river and the South Branch thereof; and

WHEREAS, It is claimed by the authorities of the City of Chicago that the Sanitary District of Chicago should remove the center pier bridges where they have been and are now an obstruction to navigation in said Chicago River and the South Branch thereof; and

WHEREAS, It is the expressed wish of the Board of Trustees of the Sanitary District of Chicago to cause the least possible interference with navigation or other interests in the said Chicago River and the South Branch thereof or adjacent thereto which may be affected by the discharge of the duties imposed upon the said Trustees by the laws of the State of Illinois creating the said Sanitary District of Chicago; and

WHEREAS, The said Trustees do not acknowledge or admit that the opening of the said Main Channel nor the discharge of the waters of the Chicago River and Lake Michigan into said Main Channel has caused an unlawful impediment to the navigation of the said Chicago River or the South Branch thereof, but in order to consider the suggestion made by the city authorities to the Board of Trustees with reference to the removal of obstructions to navigation in said Chicago River and the South Branch thereof, as hereinabove referred to, it may be deemed expedient and also a wise public policy by the Board of Trustees that the corporate authorities of the City of Chicago turn over to the said Sanitary District of Chicago such power and authority over the said Chicago River and the South Branch thereof as they may be by law authorized so to do, to the end that the said Board of Trustees of the Sanitary District of Chicago may have power and authority to adopt and enforce rules and regulations such as the United States Government has in force in many of the navigable rivers of this country where there is a current in such rivers, and to employ one or two despatch boats to enforce such rules and regulations, so as to prevent jams and accidents in said Chicago River and the South Branch thereof, to the same extent that the City of Chicago now has the authority so to do; therefore, be it

Resolved, That the Chairman of the Committee on Engineering be and is hereby authorized and directed to appoint a Committee, consisting of the entire Engineering Committee to confer with his Honor the Mayor of Chicago in the premises, and to report back to this Committee as soon as practicable; and be it

Further resolved, That if, upon further consideration, it should be considered illegal for the said City of Chicago to surrender its power and authority over the said Chicago River and the South Branch thereof as hereinabove indicated, the said Committee be and is hereby instructed to confer with his Honor the Mayor of Chicago with reference to ascertaining the most expedient method of promoting a more efficient control and government of the said Chicago River and the South Branch thereof, having in view especially the new conditions which have arisen in the said Chicago River and the South Branch thereof since the opening of the said Main Channel of the said Sanitary District of Chicago."

VIEWS OF TRUSTEE JONES:

Mr. Jones being absent from the meeting of the Board at which the above resolution was adopted, but having been present at the consideration of the resolution in the Engineering Committee, was by unanimous consent permitted to present for the record the following as his view of the merits of the resolution:

"I agree with all the allegations of the above resolution, except the concluding clause of the preamble, wherein the Trustees of the Sanitary District refuse

to "acknowledge or admit that the opening of the said Main Channel, or the discharge of the waters of the Chicago River and Lake Michigan, has caused an unlawful impediment to the navigation of the said Chicago River or the South Branch thereof." To my mind the time has arrived when the Board of Trustees of the Sanitary District should no longer ignore the serious obstruction which the full flow of water they are required by State law to put through the Chicago River will offer to navigation. Already, with only one-half of the flow going down the Channel that the law requires, the difficulties of navigating the Chicago River have became manifold; and when the Board of Trustees, in the final realization of their public duties, turn down the full legal flow, the difficulties will become intolerable and meet with prompt action from the Federal Government to preserve the interests of navigation. In my opinion, the adoption of this resolution, three-fourths of which consists of its top-heavy preamble, is meaningless and insincere. We should adopt a terse and positive declaration, recognizing the inadequate improvement of the Chicago River, and the grave impediment to navigation which has resulted from the current occasioned by the Drainage Canal, and declare for the substitution of bascule bridges for the present obstructive center-pier structures with all possible rapidity. To longer temporize with this serious situation is to invite public condemnation of our apathy, and lead to serious complications with the Federal Government.

(Signed) ALEX. J. JONES.

ORDER FOR ACQUIREMENT OF TITLE TO REAL ESTATE FROM MESSRS. HOYNE COBB AND LAW.

Mr. Mallette presented, and seconded by Mr. Braden, moved the adoption of the following

ORDER:

"*Ordered*, That the Joint Committee on Finance and Engineering be and the same is hereby directed to acquire title to the real estate adjacent to the Chicago River represented by Mr. Frank G. Hoyne, Mr. Cobb and Mr. Robert Law, who have heretofore recently appeared before the Finance and Engineering Committees relative to the purchase of said property. Said Joint Committee is further authorized and directed to instruct the Attorney of the District to take such measures as, in its judgment, may be advisable in the premises."

On roll-call on the motion for the adoption of the order, the vote stood: Yeas—Messrs Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

ORDER AUTHORIZING IMPROVEMENT OF CHICAGO RIVER.

Mr Carter presented, and seconded by Mr. Wenter, moved the adoption of the following

ORDER:

"WHEREAS, This Board has authorized the purchase of certain lands lying between 18th street and Stewart avenue, on the west side of the Chicago river, for the purpose of widening and improving the channel of said river; and

WHEREAS, It is important that the improvement for which provision is made shall be made with as little delay as possible; therefore, it is

Ordered, That the Chief Engineer be, and he is hereby, authorized and directed to hire the necessary outfit of dredges, scows, tugs and other machinery and men to operate the same, and that he proceed at once to do the work called for by this order."

On roll-call on the motion for the adoption of the order, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—none.

Upon this result the Chairman declared the motion carried.

ADJOURNMENT.

On motion of Mr. Mallette, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 28 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eightieth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, March 28, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held March 7 and 14, 1900, were approved as printed, on motion of Mr. Eckhart, seconded by Mr. Kelly.

VOUCHERS.

ENGINEERING DEPARTMENT.

G. W. Vaughn (cement expert services)	$ 100 00	
Donald Fraser (bridge inspection)	168 00	
Ralph Modjeski (professional services)	237 92	
The Canal Commissioners (inspectors)	452 38	
		$ 958 30

GENERAL ACCOUNT.

Victor F. Lawson (publishing call for warrants)	$ 2 00	

The Tribune Company (publishing call for warrants)	$ 2 40	
The Chicago Times-Herald (publishing call for warrants)	2 40	
Der Republikaner (publishing call for warrants)	1 60	
The Economist Publishing Company (publishing call for warrants)	1 20	
The Inter Ocean (advertising for bids)	14 25	
Chicago Journal (advertising for bids)	14 25	
The Chicago Democrat (advertising for bids)	19 00	
The Chicago Chronicle Company (advertising for bids)	21 00	
The Abendpost Company (advertising for bids)	10 00	
Freie Presse (advertising for bids)	13 12	
Chicago Daily Leader (advertising for bids)	20 00	
The Chicago South Side Daily Sun (advertising for bids)	9 50	
The Calumet Publishing Company (advertising for bids)	9 50	
American Contractor Publishing Company (advertising for bids)	10 95	
The Construction News Company (advertising for bids)	12 60	
The Engineering Record (advertising for bids)	17 20	
Standard Opinion Publishing Company (advertising for bids)	18 00	
		$ 198 97

POLICE DEPARTMENT.

Marshall Field & Co. (blankets)	32 05

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Section 17)	258 76

CONSTRUCTION ACCOUNT.

C. T. T. R. R. Co. (Chicago River Bridge)	$ 123 38	
C. T. T. R. R. Co. (Desplaines River Bridge)	91 35	
C. T. T. R. R. Co. (Desplaines River Bridge)	5,574 72	
C. T. T. R. R. Co. (Pan Handle Bridge)	707 95	
Chicago Junction Railway Company (Pan Handle Bridge)	46 49	
Chicago Junction Railway Company (Pan Handle Bridge)	530 17	
The P., C. C. & St. L. Ry. Co. (Pan Handle Bridge)	1,143 24	
Geo. M. Huss (Pan Handle Bridge)	919 88	
The Marsh and Bingham Company (Pan Handle Bridge)	237 47	
The Canal Commissioners (Sec. 17 and 18, dredging, etc.)	2,595 00	
Humphrey & Sons (Sec. 17, Towpath bridge)	104 91	
Economy Light and Power Company (Sec. 17, Tail Race)	180 69	
The Joseph Stockton Company (C. & A. freight office)	55 00	
Aug. Zander Company (C. & A. freight office)	238 56	
The Krug Sand Company (By-pass, Chicago River)	74 00	
Brownell Improvement Company (By-Pass, Chicago River)	157 74	
R. B. Arnold (By-pass, Chicago River)	288 18	
Isham Randolph (By-pass, Chicago River)	818 87	
Joseph F. Haas, Clerk (I. & M. Canal Lock No. 1)	2,095 45	
McArthur Bros. Company (Eight-Track Bridge)	14,000 00	
		$ 29,983 05
Grand total		$ 31,481 13

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of Jos. F. Haas, Clerk, for $2,095.45, on which he voted nay*), Carter, Eckhart, Jones (*except as to vouchers in favor of C. W. Vaughn for $100 00, Ralph Modjeski for $237.92, the Canal Commissioners for $452.38 and $2,595.00, Joseph F. Haas, Clerk, for $2,095 45, on which he voted nay*), Mallette and Wenter—seven (*except as above stated*). Nays—none (*except as above stated*.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of February, 1900, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT.

"CHICAGO, March 22, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Law Department for the month of February, 1900.

The following is a complete statement of the expenses of the Law Department for the month of February, 1900:

GENERAL EXPENSES.

Court costs	$ 103 15	
Expense Account	1,234 70	
Printing and stationery	20 25	
Sundries (book case)	18 00	
		$ 1,376 00

LAND ACCOUNT.

Michael McGovern (land damages)	1,000 00
Total for February, 1900	$ 2,376 00

Leases for farm and dockage property adjacent to the Main Channel have been drafted according to the forms heretofore prepared by the Department, and approved by the Board of Trustees.

New Litigation.

The following cases have been begun during the month:

John A. Biggott vs. Sanitary District of Chicago, for Charles H. Smith, a Justice of the Peace. This is a suit for $200.00 for damages to certain premises caused by overflow resulting in alleged large alluvial deposits upon the premises in question.

William Mensching vs. Sanitary District of Chicago and the City of Chicago; General No. 204,057; in the Superior Court of Cook County. This is a suit in case for $25,000.00 for alleged damage to the brick yard and other property of the plaintiff caused by the closing up of Thirty-first street.

In the case of the State of Missouri vs. The State of Illinois, et al., a demurrer and separate answers, together with the briefs and arguments supporting them, have been prepared.

The case of Fagan vs. Coen was stricken from the Short Cause Calendar when reached for trial, and will not be reached for trial within a year.

A number of affidavits with reference to the prevailing sanitary condition in the Illinois and Mississippi Rivers were obtained by this Department to be used in the cases of the City of St. Louis vs. Sanitary District and the State of Missouri vs. the State of Illinois, et al.

An opinion has been prepared with reference to the liability of the Sanitary District for personal injuries which may happen to parties trespassing upon the lands of the District.

Opinions have also been prepared with reference to the reduction or release of the bonds of sundry contractors and with reference to the liability of the Sanitary District for lowering the water in the Chicago River.

The coming month will be occupied in preparing for and attending to the various litigation of the District, preparation of contracts and the routine work of the District.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

REPORT IN REFERENCE TO RELEASE OF SURETIES ON REDUCED BOND ON CONTRACT FOR CONSTRUCTION OF CONTROLLING WORKS.

Mr. Carter, Chairman, presented, and the Clerk read, a report with reference to, and accompanied by, communications of January 14 and March 13, 1900, from Messrs. Christie & Lowe, contractors, and report of the Attorney to the Committee in reference thereto, as to the release of sureties on the reduced bond of $5,000 on their contract for the construction of the Controlling Works, the report recommending that the sureties on said bond be released from further liability thereon, the contractors, however, to remain liable.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance herewith reports that Messrs. Christie & Lowe, contractors for the construction of the Controlling Words, have requested the release of the surety on the bond given by said contractors, in the sum of $5,000. in accordance with the order of the Board of Trustees at the meeting held October 12, 1898 (page 5192 of the Proceedings); that the Committee has ascertained that no claims are on file with the District against said contractors for work done under said contract; that the work has long since been completed, and that the Committee is of the opinion that said request may be granted.

The Committee, therefore, recommends that the surety on said bond be released from further liability thereon, the contractors, however, to remain liable.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
ALEX J. JONES,
Committee on Finance."

(Three enclosures.)

REPORT IN REFERENCE TO EXAMINATION OF BOOKS OF TREASURY DEPARTMENT.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, the report of the Expert Accountant as to the examination of the books of the Treasury Department, in accordance with the order of the Board at the meeting held February 14, 1900 (page 6294 of the Proceedings), the Committee report recommending that the said report of the Accountant be approved and placed on file.

Mr. Carter, seconded by Mr. Kelly, moved that the Committee report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance herewith herewith reports that the books of the Treasury Department of the District have been examined for the year 1899 by an expert accountant and found correct; and that the Committee transmits herewith the report of said accountant.

The Committee, therefore, recommends that the same be approved and placed on file.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(One enclosure.)

REPORT IN REFERENCE TO SALE OF WILLOW SPRINGS POLICE STATION.

Mr. Carter, Chairman, presented and the Clerk read a report from the Committee on Finance setting forth that the Committee has offered for sale the building known as Willow Springs Police Station for $60,000, the report recommending that the said sale be approved.

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary Disirict of Chicago:

GENTLEMEN—The Committee on Fi-

nance reports that the Committee has offered for sale to one T. J. Murphy, of Sag Bridge, the building known as the Willow Springs Police Station for sixty dollars ($60.00); that it is agreed that said building shall be removed without expense to the District whatsoever.

The Committee recommends that said sale be approved by the Board of Trustees.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

REPORT IN REFERENCE TO COMMUNICATION FROM SCHERZER ROLLING LIFT BRIDGE COMPANY IN REFERENCE TO SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER IN THE CITY OF CHICAGO.

On behalf of the Committee on Engineering, Mr. Mallette presented and the Clerk read a report from that Committee with reference to, and accompanied by, the communication from the Scherzer Rolling Lift Bridge Company, making certain propositions in reference to the erection of the sub and superstructure of the bridge for Canal street across the Chicago River in the City of Chicago, the report recommending that the said communication be placed on file with the Clerk.

Mr. Mallette, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a communication from The Scherzer Rolling Lift Bridge Company with reference to the Canal Street Bridge, under date of February 21, 1900, heretofore presented to the Board of Trustees, and referred to this Committee on said date.

We recommend that the same be placed on file with the Clerk of the District.

Respectfully submitted,

Signed) J. P. MALLETTE,
B. A. ECKHART,
FRANK WENTER,
Z. R. CARTER,
JOS. C. BRADEN,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Engineering."

(Three enclosures.)

REPORT IN REFERENCE TO COMMUNICATION FROM LEMONT LIMESTONE COMPANY AS TO LEASE OF CERTAIN DOCKAGE LANDS.

On behalf of the Committee on Engineering, Mr. Mallette presented, and the Clerk read, a report from that Committee in reference to, and accompanied by, a communication from the Lemont Limestone Company, making application for lease of certain lands owned by the District for dockage purposes; the report being accompanied by correspondence in reference thereto and form of proposed lease, with plat attached; the report recommending that the President and Clerk of the District be authorized and directed to execute on behalf of the District a lease for said land, in the form heretofore approved by the Board of Trustees, except as the same may be altered and modified as to dockage front lands, for the period of one year from the date of of execution of same, at a stipulated rental of $2.00 per lineal foot. running along the bank of the Main Channel; providing, that said lease be executed when the same shall have been duly executed by the said Lemont Limestone Company.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

Mr. Jones moved that the proposed lease be amended by inserting at the close of the agreement and just before the witnessing clause the following:

"It is further understord and agreed that this lease shall be subject to the easement of the Sanitary District for all purposes within its corporate powers

not destructive or unnecessarily injurious to the rights and privileges of the party of the second part."

Mr. Mallette, seconded by Mr. Eckhart, then moved as a substitute that the whole matter be recommitted to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, March 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering having had under consideration the proposal of the Lemont Limestone Company for a lease of dockage lands, hereinafter described, from the District, reports as follows:

That the Committee has ascertained upon investigation that a fair cash rental value of said dockage lands at the points hereinafter designated is the sum of two dollars per lineal foot per annum; that the terms of said lease should run for one (1) year; that the portions sought to be released are described as follows:

One hundred feet on the south bank of the Channel and extending about 100 feet back, the location of the same being about 1,000 feet west of the east line of Section 19, in Township 37 North, Range 11 East, in Cook County, Illinois.

And, also 100 feet of dock front on the west bank of the Channel, in the southeast quarter of Section 26, Township 37 North, Range 10 East, in Will County, Illinois, together with a right of way 16 feet wide, extending from the center of Section 26 and in a southeasterly direction to the Drainage Channel.

All of said land to be used for the purpose of shipping stone.

The Committee recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, a lease for said tracts of land in the form heretofore approved by the Board of Trustees, except as the same may need to be altered and modified as to dockage front lands, for the period of one (1) year from the date of the execution of same, with a stipulated rental of two dollars ($2.00) per lineal foot, that is to say, two dollars ($2.00) per running foot along the bank of the Main Drainage Channel; provided, however, that said lease be executed when the same shall have been duly executed by the Lemont Limestone Company.

Respectfully submitted,

J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
JOS. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
Committtee on Engineering."

(Three enclosures and form of agreement.)

REPORT IN REFERENCE TO RETURN OF CERTAIN BID CHECKS ON CONTRACT FOR SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER IN THE CITY OF CHICAGO.

On behalf of the Committee on Engineering Mr. Mallette presented, and the Clerk read, a report from that Committee with reference to the return of certain checks received February 21, 1900, with bids on contract for sub and superstructure of bridge for Canal Street across the Chicago River in the City of Chicago; the report recommending that the said checks be returned to the respective bidders, except the check of the lowest bidder thereon, which latter the Committee recommends be held until the further order of the Board.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—None.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering reports that the checks of the bidders for the work of the sub and superstructure of the Canal Street Bridge continue to remain on file with the Clerk of the District; and that, inasmuch as some inconvenience may be caused to the persons or corporations for-

warding such checks by holding the same for a further length of time, the Committee deems it proper to recommend that the same be returned to the respective bidders on said work, excepting the bid of the lowest bidder thereon, which check the said Committee recommends be held until the further order of the Board.

Very respectfully,

(Signed) J. P. MALLETTE,
ZINA R. CARTER,
JOS. C. BRADEN,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER.
Committee on Engineering."

REPORT IN REFERENCE TO ACQUIREMENT OF TITLE TO CERTAIN PROPERTY ADJOINING THE CHICAGO RIVER.

Mr. Carter presented, and the Clerk read, a report from the Joint Committee on Finance and Engineering setting forth that the Committee has made an agreement with Frank G. Hoyne for the purchase of certain property adjoining the Chicago River as described in the report, and recommending that the President of the District be authorized and directed to carry out said agreement and execute the necessary papers and instruments to that end; and also recommending that the Attorney of the District be authorized and directed to begin agreed condemnation proceedings against said property and leasehold interest for the purpose of securing a title and adjudication of the interest involved through the agency of the courts.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Joint Committee on Finance and Engineering herewith reports that the Committee has negotiated with one Frank G. Hoyne for the purchase of property adjoining the Chicago River, described as follows, to-wit:

The north half of Lot 3, otherwise described as that part of the north half of Lot 3, Block 14, in the Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, and so much of the southeast quarter as lies west of the South Branch of the Chicago River, which lies southeasterly of the following described line: Beginning at a point in the dividing line between Lots 2 and 3, in said Block 14, 267 feet distant from the northwest corner of said Lot 3, measured along said dividing line; thence running southwesterly for a distance of 447.8 feet to the southeast corner of the north abutment of the Pittsburgh, Fort Wayne and Chicago Railway Company's Bridge across the Chicago River at Stewart Avenue; said line intersects the dividing line between Lots 4 and 5, in said Block 14, at a distance of 194.8 feet from the northwest corner of said Lot 5, measured along said dividing line, containing 1,088 square feet, more or less.

That the Committee has agreed on behalf of the District to pay two dollars ($2.00) per square foot for said 1,088 square feet which is proposed to be taken off said Lot 3, owned by the Hoyne Estate, to build a new dock on said property and to pay one—Dickinson, the tenant of the said Hoyne Estate, as damages to his leasehold interest, the sum of five hundred dollars ($500.00).

The Committee recommends that the President and Clerk of the District be authorized and directed to carry out said agreement as above outlined, and to execute the necessary papers or instruments to that end; and that the Attorney of the District be authorized and directed to begin agreed condemnation proceedings against said property and leasehold interest to the end of securing a title and adjudication of the interests involved through the agency of the courts.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
Joint Committee on Finance and Engineering."

(Two enclosures.)

REPORT TRANSMITTING MEMORIAL IN REFERENCE TO DEEP WATERWAY.

Mr. Wenter, Chairman, presented, and the Clerk read, a report from the Joint Committee on Federal Relations and Engineering, setting forth that in accordance with the order of the Board at the meeting held February 14, 1900, (page 6295 of the Proceedings), a memorial advocating the establishment of a deep waterway from the terminus of the Chicago Sanitary and Ship Canal at Lockport to the Mississippi has been prepared, the report being accompanied by a copy of said memorial and setting forth that said memorial was duly presented to the Congress of the United States, and that at a conference held later it was deemed best that a certain resolution as set forth in the report be introduced and passed in both houses of Congress; the report also recommending that said memorial be printed and placed on file, and that the action of the Committee in regard to the matters set forth in the report be approved by the Board.

Mr. Wenter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven. Nays—none.

Upon which result the President declared the motion lost.

The following is

THE REPORT:

"CHICAGO, March 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Federal Relations and Engineering, to whom was referred the order passed by the Board of Trustees on February 14, 1900, ordering and authorizing your Committee to prepare a suitable memorial and present it to Congress, "advocating the establishment of a deep waterway from the terminus of the Chicago Sanitary and Ship Canal at Lockport, Illinois, through the Illinois Valley to the Mississippi," and further empowering your Joint Committee "to have said memorial printed in such manner and at such times as in its discretion may be deemed advisable, and lay the same before Congress," begs leave to report that pursuant to said order it has carried out the instructions, and that a memorial was prepared and printed to the number of fifteen thousand, a copy of which is herewith submitted, and which your Joint Committee recommends to be printed in the Proceedings of this Board and filed with its records.

Your Joint Committee further reports that pursuant to said order, the Trustees of the Sanitary District made a journey to Washington and presented the memorial to the Congress of the United States—two copies signed by the Trustees of the Sanitary District were introduced, one in the House by the Honorable William Lorimer, member of Congress from this city, and the other was introduced in the Senate by the Honorable Shelby M. Cullom, Senator from the State of Illinois. After said introduction, on Friday, March 16, 1900, a conference was had in the rooms of the Interstate Commerce Committee of the Senate, at which were present the Trustees of the Sanitary District, Shelby M. Cullom, United States Senator; William Lorimer, member of Congress; Lawrence E. McGann, Commissioner of Public Works, representing the City of Chicago, and Isaac Taylor, Chairman of the Illinois River Valley Association. At this conference, ways and means were discussed for the introduction of a bill that would lay the foundation for future action and legislation towards a deep waterway from Lockport, the present terminus of the Chicago Sanitary and Ship Canal, to the mouth of the Illinois River. By unanimous consent of all present it was deemed to be the best policy and one that would bring the most fruitful results, to have the following joint resolution introduced and passed in both houses of Congress.

"*Resolved*, By the Senate and House of Representatives of the United States of America in Congress assembled:

"That the Board of three Engineers appointed by the Secretary of War in pursuance of a paragraph in 'An act making appropriations for the construction, repair and preservation of certain public works on rivers and harbors and for other purposes,' approved March 3, 1899, to make a survey and estimates of cost of the improvement of the upper Illinois River and the lower Desplaines River in Illinois, with a view to the extension of navigation from the Illinois River to Lake Michigan, at or near the City of Chicago, is hereby further authorized and required to report the estimates of cost for a channel ten feet deep and for a channel twelve feet deep and for a channel fourteen feet deep through

said proposed route and that the said estimates cover and include a proper connection at Lockport with the Sanitary and Ship Canal which has been constructed by the Sanitary District of Chicago. The said Board of Engineers is also further authorized and required to make a survey and estimate of cost for the improvement of the lower Illinois River, from the end of said proposed route to the mouth of said river, for channels ten, twelve and fourteen feet deep respectively, and to report the estimate of cost thereof; said survey and estimate of cost shall be made in pursuance of the provisions contained in the act aforesaid, and the expense for making said reports required by this joint resolution shall be paid out of the appropriation of $30,000 contained in the paragraph of the act aforesaid."

The foregoing joint resolution was introduced by the Honorable William Lorimer in the House and referred to the Committee on Rivers and Harbors, and was also introduced in the Senate by the Honorable William E. Mason and referred to the Committee on Commerce, of which committee Mr. Mason is a member.

Your Joint Committee further reports that on the evening of Friday, March 16, 1900, a reception and dinner was tendered to the Illinois Delegation in Congress, at which gathering many Senators and members of Congress were present from all parts of the United States. The topic of discussion at this banquet was the deep waterway from the Lakes to the Gulf, and the sentiments expressed were exceedingly favorable towards the consummation of this project.

Your Joint Committee submits this report and ask that its action be approved by this Board.

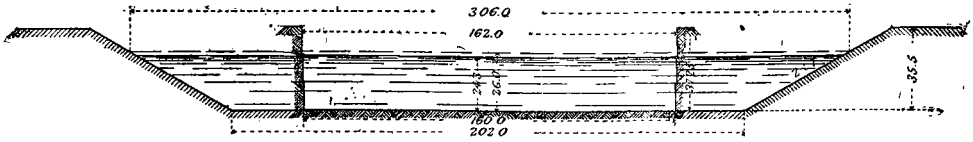
Respectfully submitted,

FRANK WENTER,
Chairman

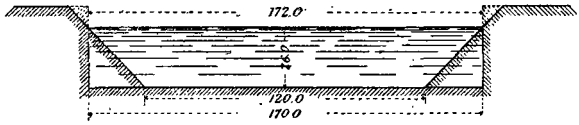
B. A. ECKHART,
ALEX. J. JONES,
Z. R. CARTER,
J. P. MALLETTE,
JOS. C. BRADEN,
THOMAS KELLY,
WM. BOLDENWECK,

Joint Committee on Federal Relations and Engineering."

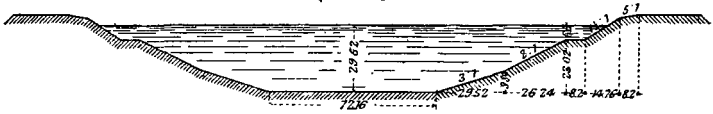
CHICAGO SANITARY



MANCHESTER



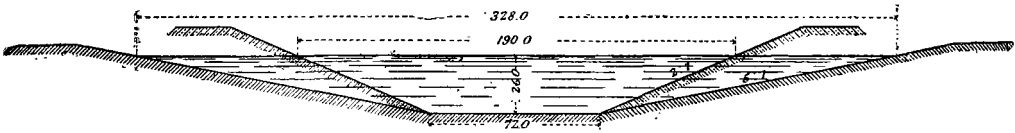
NORTH SEA
- BALTIC -



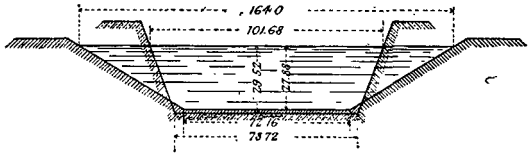
NORTH SEA
- AMSTERDAM -



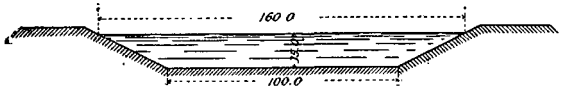
SUEZ



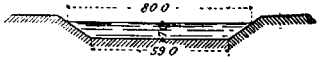
PANAMA



WELLAND



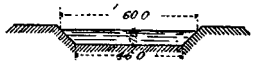
ILLINOIS & MISSISSIPPI
HENNEPIN -



ERIE



ILLINOIS & MICHIGAN



CROSS-SECTIONS OF NOTED CHANNELS.

The following is the

MEMORIAL

PRESENTED BY THE TRUSTEES OF THE SANITARY DISTRICT OF CHICAGO, FAVORING THE CONSTRUCTION BY THE GOVERNMENT OF THE UNITED STATES OF A DEEP WATERWAY FROM LAKE MICHIGAN, VIA THE CHICAGO SANITARY AND SHIP CANAL AND THE DESPLAINES AND ILLINOIS RIVERS, TO THE MISSISSIPPI RIVER.

I.—INTRODUCTORY.

To the Congress of the United States:

Your memorialists—William Boldenweck, Joseph C. Braden, Zina R. Carter, Bernard A. Eckhart, Alexander J. Jones, Thomas Kelly, James P. Mallette, Thomas A. Smyth and Frank Wenter—respectfully state that they constitute the present Board of Trustees of the Sanitary District of Chicago, and that, as such Trustees, they feel warranted in speaking for and on behalf of the population of said District, numbering about 1,800,000 people. They firmly believe they voice the sentiment of this population, with which sentiment they themselves are in entire accord, in saying that practically all the residents of the said District heartily favor the construction by the Federal Government of a deep waterway from Lake Michigan, via the Chicago Sanitary and Ship Canal and the Desplaines and Illinois Rivers, to the Mississippi River. Since the opening of the said Sanitary and Ship Canal—January 17, 1900—a current of water from Lake Michigan approximating in volume 300,000 cubic feet per minute, and capable of floating vessels having a draught of twenty feet or less, has been flowing along the route of the proposed waterway, and the said Sanitary and Ship Canal was built without any expense whatever to the Federal Government.

Your memorialists respectfully represent that for more than half a century it has been the hope and desire of the people of the Middle and Northwestern States, and of the entire Mississippi Valley, that a deep waterway would be constructed at the earliest practicable date by the Federal Government, connecting the Great Lakes and the Gulf. Especially is this true of all persons residing in the territory mentioned who are interested in agriculture, commerce and manufacture. The existence of such a waterway would be a powerful factor in the matter of equalizing rates charged by other lines of transportation. Nor is the fact unworthy of consideration that the proposed waterway would afford an independent outlet to the sea, and would make it possible, in a time of emergency, for the Government of the United States to send its light draught warships to the northern lakes without delay and without the possibility of having their passage blockaded or interrupted by any foreign foe. While it is not expected that the Federal Government would commit itself to the effort to secure a uniform depth of twenty feet of water from Chicago to the Mississippi River, it is believed, and the opinions of competent engineers show, that it is practicable to construct and maintain a waterway which would have a minimum depth of at least fourteen feet at the lowest point.

It is the purpose of your memorialists, speaking now for themselves only, to cooperate earnestly and heartily with all associations or organizations now existing or that may hereafter be formed, with a view to carrying this great enterprise to a successful conclusion. To that end the aid of the Congress of the United States is respectfully and urgently invoked, for we realize that without favorable Congressional action nothing can be done. It affords us much gratification to be able to state that the item of cost, which is nearly always the chief factor to be considered in such undertakings, is happily, in the present instance, reduced to a place of minor consideration. The most difficult problem in connection with this enterprise has already been solved. According to estimates made by the most competent and reliable engineers, considerably more than one-half of the total expenditure required to assure its success has already been paid, or assumed, by the Sanitary District of Chicago. The property owners of said District have submitted to an assessment of millions, and tens of millions, in the way of taxation for the construction of a Sanitary and Ship Canal, which, including six miles of the Chicago River, extends to Lockport, a distance of a little more than thirty-four miles from Lake Michigan. Full particulars of the cost and construction of this canal are set out hereafter. It is sufficient to say here that the profound conviction that the canal would certainly be utilized by the Federal Government as a part of the deep waterway which is to connect the Great Lakes and the Gulf of Mexico induced the taxpayers to submit to these enormous levies with much more grace than they would have exhibited under other circumstances.

Your memorialists further respectfully represent that they have made a complete investigation as to the feasibility of the proposed undertaking, the difficulties which must be met and overcome, the natural conditions favoring such a waterway, to-

gether with what is believed to be an approximately correct estimate of the cost necessary to carry on the work beyond the present terminus of the Sanitary and Ship Canal. They have also prepared data showing that all the States in the Union are deeply interested in this enterprise and that all the people will be benefited if it is undertaken and completed. Figures will also be submitted hereafter, showing the tonnage now passing through the Detroit River, the St. Mary's Falls Canal, the Erie Canal and the Welland Canal. In short, they have endeavored to make this memorial an elaborate compendium of information bearing on the subject in all its phases, and the attention of the Senators and Representatives is respectfully invited to a careful perusal of this document in the hope that it may assist, even in a small degree, to persuade them that it is their duty, as it should be their pleasure, to commit the Federal Government to the support of this great enterprise.

II.—THE CHICAGO SANITARY AND SHIP CANAL.

The project for a deep waterway to connect the northern lakes with the Mexican Gulf is far from being a new idea. On the contrary, as has been hereinbefore stated, it has been actively agitated by the people of the Northwest, of the Middle States and of the entire Mississippi Valley, for more than half a century. It has been the dream of explorers and navigators for nearly three hundred years. As long ago as August 1, 1674, Joliet, the great explorer, writing to his friend, Father Dablon, said concerning a possible outlet from the Great Lakes to the Gulf:

"A very important advantage, and one which some, perhaps, will find it hard to credit, is that we could quite easily go to Florida in boats and by a very good navigation. There would be but one canal to make, by cutting only one-half a league of prairie, to pass from the Lake of Illinois (Lake Michigan) into the St. Louis River (the Desplaines River). The route to be taken is this: The bark should be built on Lake Erie, which is near Lake Ontario. It could easily pass from Lake Erie to Lake Huron from which it would enter the Lake of Illinois. At the extremity of this lake would be the cut or canal of which I have spoken to have a passage to the St. Louis River, which empties into the Mississippi. The bark having entered this River could easily sail to the Gulf of Mexico."

When Joliet landed in Illinois he anchored his boat in the body of water now called Lake Michigan at a point near Summit, which is about eleven miles beyond and west of the present shore line at Chicago. Only a small stretch, composed mostly of glacial drift, at that time prevented the water of the lake from discharging into the Illinois River. But this stretch, by natural accretions and artificial filling-in for the purpose of "making land," had extended from one-half a league of prairie to a distance of about ten miles in a little more than two centuries.

It has been said that the Chicago Sanitary and Ship Canal is a reversal of natural conditions, because it diverts the water of Lake Michigan from its natural flow. This statement, though made recently, was doubtless made in ignorance and, at any rate, is not true. Those persons who have only a slight knowledge of geological history know that the building of the Canal has merely renewed conditions as they existed not many centuries ago. The Canal is simply the restoration of an ancient outlet from the Lakes to the Mississippi River which existed for ages. The Great Lakes, with their connections, were once an arm of the sea. Some great upheaval left them in a depression, from which their overflow sought the ocean in two mighty rivers, one setting its current towards the east from Lake Ontario, and the other sweeping away to the south from Lake Michigan and finally mingling its waters with those of the Gulf.

Ancient Connection of Lake and River.

The geologieal developments during the construction of the Sanitary and Ship Canal demonstrated conclusively that its course follows the track of the ice packs at the end of the latest glacial period, and that this track became in turn the bed of a great river. The rocky ridge encompassing Lake Michigan on the west and the southwest, weakened by the incessant pounding of the ice, gave way at one point and a crevasse 200 feet in depth was made in the solid limestone. Through this openingthe waters of the Lake poured for many centuries, forming the river before mentioned.

When the preliminary surveys for the Sanitary and Ship Canal were made it was found that the trough or bed which had been ground in the rock by the action of the water was only six feet above the present lake level, and was about two miles wide and about twenty miles in length. It practically began at Summit, eleven miles from Lake Michigan, and extended to Lockport, twenty miles to the southwest. In the bed of this natural out-

let the Sanitary and Ship Canal was constructed.

Reference has heretofore been made to the fact that the section now covered by the Sanitary and Ship Canal was long regarded as an almost insuperable objection to the proposed waterway which was to connect the Lakes and the Gulf. The tremendous cost of constructing the channel through this section was always urged as a fatal obstacle to the success of the greater project. But this objection is no longer of any force. As has been before said, this weightiest and most perplexing problem of the entire scheme has been solved. The Sanitary District of Chicago has constructed a channel through this section capable of accommodating the largest sea-going craft that will ever come up the Mississippi River as far as St. Louis, even after the improvements in the Mississippi now under way, or that may hereafter be undertaken, have been completed. The completion of this section likewise removes the project from the inhibition of the Federal Government, whose policy, while favorable to improving rivers, harbors and canals by dredging, has been averse to cutting new channels through stone. Beyond Lockport, or the terminus of the Sanitary and Ship Canal, the only stone cutting to be done is that necessary to connect the extension channel with the Sanitary and Ship Canal.

The construction of the Sanitary and Ship Canal was authorized by an act of the General Assembly of the State of Illinois, approved May 29, 1889. Under that act the Sanitary District of Chicago was organized. Its boundaries include all that part of the City of Chicago lying north of 87th street, and forty-three square miles of territory in Cook County outside the city limits. The District is eighteen miles long from north to south and about nine and one-half miles wide on a line passing through the Court House in Chicago. Its extreme width is about fifteen miles. The District contains about 185 square miles and a population estimated at 1,800,000. The law establishing the District authorized the Trustees to levy and collect taxes for the construction of the canal and other improvements to the extent of one-half of one per cent. of the value of the taxable property within its corporate limits. Afterwards, by other acts of the Legislature, this power of levying taxes was increased to one and one-half per cent. for a period of five years, beginning with the year 1895. The Trustees were also empowered to issue bonds to the extent of five per cent. of the value of the taxable property of the District, as determined by the assessment for State and County taxes. It was, however, provided that the bonded indebtedness of the District should never exceed the sum of fifteen million dollars. Under this authority the District has issued $14,990,000 of bonds, most of them being payable in from one to twenty years. Of these bonds $3,630,000 have been retired, leaving $11,360,000 outstanding.

Organization of the Sanitary District.

The first election of Trustees was held December 12, 1889. John J. Altpeter, Arnold P. Gilmore, Richard Prendergast, William H. Russell, Frank Wenter, Christoph Hotz, John A. King, Murry Nelson and Henry J. Willing were the successful candidates and constituted the first Board. Owing to dissensions among the Trustees, which made their appearance soon after the organization, the beginning of actual work on the Canal was delayed nearly two years. Trustees Nelson, King and Willing resigned in 1891, and at the November election of that year William Boldenweck, Bernard A. Eckhart and Lyman E. Cooley were chosen to fill the vacancies thus created. Trustee Hotz tendered his resignation January 16, 1892, and, it having in the meantime been accepted, Thomas Kelly was elected as his successor on the eighth day of the following November. However, the accession of Trustees Boldenweck, Eckhart and Cooley in the preceding year had operated to secure a harmonious majority in the Board, and the preliminary work of making surveys, securing rights of way and letting contracts was being aggressively pushed.

Ground was broken for the work of excavation September 3, 1892. The first shovelful of earth was thrown by Trustee Wenter, then President of the Board. From that time the work was pushed at every point, and though appalling obstacles were encountered now and then, and occasional interruptions were inevitable, the actual progress of the gigantic undertaking was not at any time seriously impeded. In a little more than seven years from the time the excavation was begun, the Sanitary and Ship Canal was so far completed that it was ready for use. The water was first turned into the Channel January 2, 1900, and on the 17th of that month, the Channel in the meantime having filled, the great Bear Trap Dam, constituting a part of the Controlling Works at Lockport, was lowered, and the water from Lake Michigan, after an interval of several centuries, once more resumed its flow toward the Gulf. While the required flow at present is limited to 360,000 cubic feet

per minute, the Channel is capable of carrying nearly twice that amount, and it is practically assured that within five years from this time arrangements will have been perfected to secure the maximum flow of 600,000 cubic feet per minute.

At the election held November 5, 1895, Trustees Wenter, Boldenweck, Eckhart and Kelly were re-elected. Trustees Joseph C. Braden, Zina R. Carter, Alexander J. Jones, James P. Mallette and Thomas A. Smyth were at the same time elected to succeed Altpeter, Gilmore, Prendergast, Russell and Cooley, whose terms expired December 2, 1895.

The first President of the Board was Murry Nelson, who served from February 1, 1890, to December 2 of that year. His successor was Richard Prendergast, who held the office about one year. Frank Wenter was elected to succeed Prendergast December 8, 1891, serving as President continuously from that date to December 3, 1895, a period of four years. Bernard A. Eckhart was elected to the Presidency of the Board December 3, 1895, and held the office until December 8th of the following year. He was succeeded by Thomas Kelly, who presided over the deliberations of the Board from December 8th, 1896, to December 7th, 1897. William Boldenweck, who was elected to succeed Mr. Kelly, has been twice re-elected, and is now serving his third term as President of the Board.

Improvement of the Chicago River.

Before speaking of the Sanitary and Ship Canal proper, it may be well to describe the work which has been done by the Sanitary District in the Chicago River, which consisted chiefly of dredging from the Lake to Robey Street (at which point the river intersects with the Canal) to a uniform depth, except over tunnels, of twenty feet below the flow line. The District has also constructed a covered conduit, or By-pass, which extends from Monroe to Van Buren Streets. This By-pass accommodates a flow of water fifty feet wide and sixteen feet deep. Likewise two center pier bridges have been removed—one at Taylor Street and the other the railroad bridge just south of it—and in their places have been constructed bascule bridges of the rolling-lift type. A bascule bridge will also be substituted for the "jack-knife" bridge at Canal Street. At sundry places the river has been or is being widened and redocked. The last-named work is properly in the hands of the Federal Government, and the result of all these improvements has been to make adequate provision for a flow of 360,000 cubic feet of water per minute.

Negotiations are now under way, which your memorialists believe will be successful at an early date, for the lowering of the tunnels and the substitution of bascule bridges for all remaining bridges having center piers.

The Sanitary and Ship Canal begins at the junction of Robey Street with the West Fork of the South Branch of the Chicago River, and extends to Lockport, which is 28.05 miles distant in a southwesterly direction. As the improved portion of the river from its mouth to Robey Street, a distance of six miles, may fairly be considered a part of the Sanitary and Ship Canal, its total length is therefore about 34 miles.

The dimensions of the Channel are as follows: From Robey Street to Summit, a distance of nearly eight miles, it is 110 feet wide at the bottom and 198 feet at the water line, with a minimum depth of twenty-two feet. From Summit to Willow Springs, the distance being a little more than five miles, the Channel is 202 feet wide at the bottom and 290 feet wide at the water line, with twenty-two feet depth. These are earth sections. At Willow Springs the Canal narrows to the walled and rock sections, extending about fifteen miles to Lockport, and is 160 feet wide at the bottom and 162 at the top. The cross-section of the Channel just above the Controlling Works, which is cut in stone, is enlarged for the purpose of forming a "windage basin," in which large vessels may be turned around. This enlargement was also made in order that the extension of the Canal could go on from the terminus of the Channel without interfering with the Controlling Works. The grade in the earth sections is one foot in forty thousand feet, or one and five-eights inches per mile; in the rock sections it is one foot in twenty thousand, or three and one-fourth inches per mile. It is intended to make the width of the channel uniform throughout the earth sections, 202 feet at the bottom and 290 feet at the water line, with a minimum depth of twenty two feet from one end of the Canal to the other. The bottom of the channel at Robey street is 24 448 feet below Chicago datum, which is the same as low water in Lake Michigan at Chicago.

Construction of Sanitary and Ship Canal.

The total amount of excavation included 28,500,000 cubic yards of glacial drift and 12, 910,000 cubic yards of solid rock, or an aggregate of 41, 410,000 cubic

yards. One of the most interesting features of the work of construction was the diversion of the Desplaines River. As the plans provided that the Channel should follow the bed of this river, it became necessary to excavate a new Channel for the Desplaines about thirteen miles in length. The new Channel parallels the Main Channel throughout the distance mentioned, but about nineteen miles of levee had to be built in order to divorce the water of the Desplaines watershed from the Sanitary and Ship Canal. The width of the Diversion Channel at the bottom is 200 feet. At the head of the Diversion it became necessary to provide a safety-valve in the form of a spillway to allow surplus water to flow toward Chicago. However, this spillway will be dispensed with when arrangements have been perfected for carrying the entire flood-waters of the Desplaines through Joliet. The material excavated from the River Diversion included 1,810,000 cubic yards of glacial drift and 258,659 cubic yards of solid rock, making a total of 2,068,659. Adding this to the excavation from the Main Channel, gives a grand total of 43,478,659 cubic yards of material which was excavated. The whole volume of spoil (earth and rock), if deposited in Lake Michigan in forty feet of water, would make an island one mile square, with its surface twelve feet above the water line.

The Controlling Works at Lockport comprise seven sluice gates of metal with masonry bulkheads and one Bear Trap Dam. The sluice gates have a vertical play of twenty feet and openings of thirty feet each. The Bear Trap Dam has an opening of 160 feet and an oscillation of seventeen feet vertically. The Controlling Works are operated by admitting water through conduits controlled by a valve. Several tests have been made, both of the sluice gates and the Bear Trap Dam, since the Canal was opened, and in each instance they have worked satisfactorily. Indeed, it is no exaggeration to say that the Bear Trap Dam is the greatest triumph of engineering genius that has ever been achieved in this or any other country.

All the bridges across the Sanitary and Ship Canal are movable structures. There are six bridges for public highways, one having double roadways. There are seven railway bridges, one being an eight-track rolling lift structure with a channel span of 120 feet. One is a four-track swing bridge, and the others are double-track structures. These bridges are of the very latest designs, and the entire weight of the iron and steel used in their construction was 22,678,000 pounds. Every bridge is capitalized in a sufficient amount to provide for necessary repairs besides creating a fund to replace the structure when it has become no longer safe or useful.

Chicago's Contribution to the Waterway.

The total cost of construction, including interest account, aggregated $34,000,000, January 1, 1900. Of this vast sum, $21,379,675.36 was expended in the work of excavation alone. The cost of securing rights of way was more than $3,000,000, and the expense for building railroad and highway bridges and capitalizing the same exceeded $4,000,000.

One of the most remarkable developments in connection with this work was the great improvement made in excavating machinery. In this connection, it may be well to quote a statement made by ex-Senator Warner Miller, of New York, who, after reviewing the work in progress on the Chicago Sanitary and Ship Canal, said, "That the use of the improved excavating machinery on the Isthmian Canal would undoubtedly reduce the cost of construction from 30 to 40 per cent." A description of some of the devices which were invented and built expressly for use on the Sanitary and Ship Canal would undoubtedly be very interesting, but the limits of this memorial will not permit further detail.

Finally, it is no exaggeration to say that the Chicago Sanitary and Ship Canal is one of the greatest artificial waterways ever constructed. Other canals may have cost more money and they may exceed this in depth, but this Canal has a greater cross-section than any other. It is safe to say that none presented half the difficulties which were encountered and overcome in this undertaking. The national value of the Canal will, of course, depend largely on the action taken by Congress.

Section 24 of the Act of the Illinois General Assembly creating the Sanitary District of Chicago and authorizing the construction of the Canal is as follows:

"When such Channel shall be completed and the water turned therein to the amount of 300,000 cubic feet per minute the same is hereby declared a navigable stream, and whenever the General Government shall improve the Desplaines and Illinois Rivers for navigation to connect with this Channel, said General Government shall have full control over the same for navigation purposes, but not to inter-

fere with its control for sanitary and drainage purposes."

It is the earnest desire of your memorialists that the Congress of the United States will, without delay, provide for the improvement of the Desplaines and Illinois Rivers to the extent set out in the section of the Illinois act just quoted, in order that the time may not be far distant when it shall become the great pleasure, as it will be the agreeable duty, of your memorialists to surrender such control of the Chicago Sanitary and Ship Canal to the General Government as will permit it to be utilized as a part of the great navigable waterway which will connect the Northern Lakes and the Gulf of Mexico.

III—CONDITIONS OF THE ILLINOIS VALLEY FROM LOCKPORT TO THE MISSISSIPPI RIVER AT GRAFTON.

From Lake Michigan at Chicago to St. Louis the distance is three hundred and sixty-five miles. Of this distance thirty-four miles is traversed by the Chicago Sanitary and Ship Canal and forty-two miles by the Mississippi River. From the end of the Sanitary and Ship Canal at Lockport to the mouth of the Illinois River is two hundred and eighty-nine miles. Of this distance nineteen and one-half miles is covered by the Desplaines River, which joins the Kankakee to form the Illinois. For purposes of description and estimate the total distance is divided into three characteristic sections, namely: The Joliet section, from the end of the Sanitary and Ship Canal to Lake Joliet, eight miles; the upper Illinois, from Lake Joliet to Utica, fifty-four miles, and the lower Illinois, from Utica to the mouth, two hundred and twenty-seven miles.

The Joliet section is a quite regular declivity over Niagara limestone (the same formation through which the Sanitary and Ship Canal was cut) through the city of Joliet, with an elevation of twelve to fifteen feet below Lake Michigan at the end of the Sanitary and Ship Canal and descending to seventy-six feet below the Lake at the pool known as Lake Joliet. There is little soil over the rock along these eight miles and the Desplaines River has formed only a shallow channel in the rock. The pools formed for the Illinois and Michigan Canal and those created for water power were made chiefly by retaining walls and embankments. In geological history this slope was a great rapids in the ancient outlet of the lakes, and the pool known as Lake Joliet was formed in the softer rock at the foot of the rapids.

From the construction standpoint this stretch is the most expensive. Any waterway through this section must have ample prism to care for the flood waters of the Desplaines, as well as the flow of the Sanitary and Ship Canal, and it will normally be constructed partly by excavation and partly by walls and embankments. It has been considered that this ample prism could be best constructed by giving it a depth equal to that of the Sanitary and Ship Canal.

Several plans for treating the Joliet section have been studied for purposes of estimate, and it is believed that a project in harmony with the Sanitary and Ship Canal can be carried out for about eight million dollars. The pool known as Lake Joliet is five miles long and has ample depth when cleared of deposits. The project outlined contemplates an extension of the Sanitary and Ship Canal, and a part of the right of way needed has already been acquired, and all obstructions except one dam and water power and the old Illinois and Michigan Canal have been removed.

Conditions Favorable from Joliet to Utica.

From Lake Joliet to Utica the distance is fifty-four miles, with a descent from seventy-six feet below Lake Michigan to one hundred and forty-two feet below. The river bed is deeply cut and is divided into pools and rapids, according to the nature of the resisting strata. Lake Joliet, already mentioned, Lake Du Page, above the mouth of the Kankakee, and the pool above Marseilles cover over one-third the total distance. The average width of the river is from five hundred to six hundred feet between banks. There are no artificial obstructions on the upper Illinois except the mill-dam at Marseilles. The tributary watershed varies from 6,400 square miles at the mouth of the Kankakee to 10,400 square miles at Utica, and gives rise to floods, which come in part during the season of navigation. Owing to the very considerable declivity, high velocities exist in localities, and this makes expedient a large and deep channel in the interest of navigation and without regard to the depth which may be utilized. The studies thus far made show that the upper Illinois can be treated on three levels or pools with a depth of fourteen feet by means of three dams or locks. This depth will require considerable dredging for a channel three hundred feet wide, though a part of this may be dispensed with, but at the expense of efficiency.

A proper treatment will not injure any

great area of bottom lands. Six highway and three railway bridges will require alteration. Trial estimates for actual projects show that a depth of fourteen feet with locks designed for larger depths can be produced throughout the upper Illinois for ten million dollars.

The lower Illinois, or alluvial section, extends for two hundred and twenty-seven miles from Utica to Grafton, with a declivity which depends largely on the stage of water in the Mississippi. From the low water surface of the pool formed by what is known as the Henry dam at Utica bridge to the low water line of the Mississippi River, the descent is but thirty-four feet. Natural low water at Utica is but thirty-one feet extreme or twenty-eight feet at ordinary low water, and for much of the year it is considerably less, owing to the longer periods of moderate stages in the Mississippi. This remarkable feature of low declivity is coupled with low banks, not averaging more than twelve or fourteen feet above low water, and extensive bottom lands, some seven hundred square miles, intersected by sloughs and marshes. These conditions make a stream of low velocity and occasion wide and deep overflows in the flood season.

The low water width is generally from six hundred to one thousand feet and the ruling depth on bars at extreme low water is from eighteen to thirty inches. Experience in dredging these bars has shown a reasonable permanence in the channel produced, but the extreme low water volume before the opening of the Chicago Sanitary and Ship Canal was insufficient for a depth greater than four to six feet. The river has been improved by four dams and locks, two built by the State at Henry and Copperas Creek and two by the United States at La Grange and Kampsville.

These dams have been the subject of much protest by the adjacent land owners, who claim that they increase the liability of overflow by moderate rises in the river. It is also claimed that they raise the water plane, thereby provoking deposits in the beds of tributary streams as well as in the river itself. The deterioration of the pools seems to be well established and is naturally to be expected in a stream of the character of the Illinois River. In 1889 the General Assembly of Illinois passed an act making the removal of the dams at Henry and Copperas Creek mandatory before the opening of the Chicago Sanitary and Ship Canal. The Legislature at the same time requested the Federal Government not to complete the works then in progress at La Grange and Kampsville and to change its policy to one of channel deepening in connection with the water supply from Lake Michigan. This request was repeated by the General Assembly in 1897.

Illinois' Policy Favors Fourteen-foot Channel.

The policy of the State of Illinois requires an open channel of not less than fourteen feet in depth and a width of three hundred feet, to be secured by dredging, and a water supply of 10,000 cubic feet per second from Lake Michigan. This would mean a volume sixteen times greater than that of natural low water at La Salle and eight times greater than at the mouth of the Illinois. Such a virile stream would better maintain the channel and such an improvement would make a better drain, so that an increaeed volume of flood water would be provided for. On the other hand, such increase of volume, without removing dams and deepening the channel, would cause widespread injury to material interests.

Official measurements have been made of the volume of water passing in the river at different stages. The bank-full stage, twelve feet above low water, would indicate a flow of 18,000 to 22,000 cubic feet per second from Utica to Havana; 30,000 cubic feet at La Grange and 40,000 at Kampsville. The quantities show the probable effect of adding 10,000 cubic feet at low water. It is estimated that with the addition of 10,000 cubic feet of water per second there would be a uniform depth of not less than seven feet on the natural bars throughout the lower Illinois, except near the mouth. An additional depth of seven feet, making a total of fourteen, would have to be secured by dredging. A dredging of the shoals for the most efficient results would materially lower the flow line. An estimate has been made for a navigable channel three hundred feet wide and fourteen feet deep, which calls for the removal of from sixty to seventy million yards of earth at a cost of $7,000,000. The material to be removed is easily handled, and the recent improvements in dredging appliances would doubtless make the above figures cover the cost of removing one hundred million yards.

In making these estimates the scouring action of the augmented volume is not considered, and there are special conditions which may make this an important aid.

From the mouth of the Illinois to St. Louis, a distance of forty-two miles, no sufficient study has been made of the con-

ditions to justify an estimate of the cost of improvement. This section forms the boundary line between two States and is less directly subject to the policy of the State of Illinois. It may be fairly assumed, however, as practicable to obtain fourteen feet of water in the Mississippi River from Grafton to St. Louis throughout the year, except when obstructed by ice. Records kept at Morris, on the Upper Illinois River, show that the ice season lasts on the average from sixty to seventy days, as against one hundred and twenty to one hundred and forty days in the year on the lake routes from Chicago to Buffalo. During the past twelve years there would have been no interruption to navigation on the river route for two-thirds of the winters, and the stream could probably have been kept open in winter during the other years by the aid of ice boats.

Your memorialists respectfully call attention to the fact that in legislating for the Illinois and Mississippi Canal, better known as the Hennepin Canal, which provided for a channel from the Illinois River above Hennepin to the Mississippi River at Rock Island, the Congress failed to make any provision for that part of the route required to reach Lake Michigan, which is absolutely necessary to make that canal useful. It may be assumed, however, that it was the intention of the Congress to utilize the Chicago Sanitary and Ship Canal when completed, and to improve the Desplaines and Illinois Rivers from Lockport, the terminus of the Chicago Canal, to the entrance of the Hennepin Canal, nineteen miles below Utica. If this was not the case the construction of the Illinois and Mississippi Canal could hardly be justified. However, that canal is only seven feet deep and is designed to reach points on the Upper Mississippi.

The Illinois River is susceptible to a far more radical improvement just as the Lower Mississippi justifies a much greater depth than does the Upper Mississippi. It would, unquestionably, be a great mistake to dwarf the Illinois River to the capacity of the Hennepin Canal. The larger depths and greater widths of the Illinois will serve the Hennepin better in permitting barge navigation to and from its eastern terminus.

Summary of Arguments Favoring Project.

In conclusion, we sum up as follows:

1. An available navigation of fourteen feet, with locks for fleets of barges, and so designed as to permit greater depths in the future, may be had between the present terminus of the Sanitary and Ship Canal at Lockport and the Mississippi River for $25,000,000. The channel improvements include five locks and dams in conjunction with a water supply of 10,000 cubic feet per second from Lake Michigan, and it is not possible to produce such a waterway without this water supply.

2. This depth will undoubtedly provide such a prism in the upper Illinois as will reduce the flood velocity to tolerable limits. It is believed that such a depth on the lower Illinois will avoid increased damage by overflow and produce a current strong enough to maintain itself against obstructive deposits. Its superiority for navigation needs no statement. This depth was determined upon as the least to be considered when the Chicago Sanitary and Ship Canal was authorized, and has been formally expressed as the public policy of the State of Illinois.

3. The first effect of turning in the water from Lake Michigan after removing the dams is to extend an available steamboat and barge navigation as far up the Illinois River as Utica, which is only sixty-two miles distant from lake navigation at Lockport. Before the opening of the Chicago Sanitary and Ship Canal, lake and river navigations, for practical purposes, were three hundred and twenty miles apart.

4. The plans made on which the foregoing estimates were based were to test the possibilities of the route and for purposes of calculation. They were not intended to determine a final design, but it is not assumed that a final design would lessen the estimate, although it might greatly improve its scope and make the work more efficient.

5. A variety of plans for extending deep water from the mouth of the Illinois to St. Louis have suggested themselves, but no estimate has been made. It is considered practicable to accomplish this improvement.

6. That portion of the work between the end of the Chicago Canal and a point nineteen miles below Utica, a distance of eighty-one miles, and covering all the structural and most expensive operations, is necessary to be done in order to form an outlet for the Hennepin Canal. This portion, in fact, practically covers all the work necessary to open the waterway as a whole, and subsequent work will simply be in the nature of betterment.

7. Finally, a navigation of fourteen feet from Chicago to St. Louis is justified, without regard to any river connection at

St. Louis, yet the fact will at once suggest itself that, as a connection with the Mississippi River, this depth can be carried through to the Gulf of Mexico and maintained for enough months in the year to justify the expenditure. With the maintenance of eight to nine feet minimum of depth in the Mississippi River beyond St. Louis by the Mississippi River Commission, a depth of fourteen feet ought to be had for eight to nine months. The proposition is in harmony with such a natural development of the Mississippi as is believed to be not only possible but in the highest degree desirable from every standpoint.

IV—POLICY OF THE STATE OF ILLINOIS ALWAYS FAVORABLE TO THE GREAT WATERWAY—HISTORY OF THE ILLINOIS AND MICHIGAN CANAL.

From the time that Joliet suggested the feasibility of a deep water connection between the lakes and the Gulf, coming down through more than two hundred years, the suggestion has been generally approved by navigators, explorers, engineers, scientists and other public men. The only exception was Marquette, who professed to regard the proposition as impracticable. It has been said that Marquette was influenced by jealous promptings to take an opposite view of the project, but this assertion is, probably, untrue.

There were also many men versed in statesmanship who realized the beneficial effects, commercial and otherwise, which would inevitably follow the construction of the connecting link. From the time Illinois was admitted as a State into the American Union, and even during territorial days, the proposition for a navigable waterway from the lakes to the Mississippi River was ever foremost in the minds of her ablest statesmen and of her greatest political leaders. But interest in the project was not confined to the State of Illinois. It attracted the attention of public-spirited citizens all over the country.

Thus we find that in 1817 Samuel A. Storrow, Judge Advocate of the United States army, who made a three months' tour through the west, was attracted by the situation in the Chicago River, and in a letter to Major General Brown, dated December 1, in that year, he commented on the practicability of a permanent waterway as follows:

"Before the Chicago River enters Lake Michigan its branches unite, the one proceeding from the north, the other from the southwest, where it takes its rise from the very fountain of the Plein (Desplaines), or Illinois, which flows in an opposite direction. The source of these two rivers illustrates the geographical phenomenon of a reservoir on the very summit of a dividing ridge. In the autumn they are both without any apparent fountain, but are formed within a mile and a half of each other by some imperceptible undulations of the prairie, which drain it and lead it in different directions. In the spring the space between the two is a single sheet of water, the common reservoir of both; in the center of which there is no current towards either of the opposite streams. This circumstance creates the singular fact of the insulation of all of the United States except Louisianna, making the circumnavigation of them practicable from the Gulf of St. Lawrence to that of Mexico, with the single hindrance of the Falls of Niagara. The situation of the Chicago and De Plein Rivers should not escape National attention. The ground between the two is without rocks and with little labor would admit of a permanent connection between the waters of the Illinois and Lake Michigan."

Missouri Metropolis Favored the Canal.

As the idea of a navigable waterway between Lake Michigan and the Mississippi River rolled through the minds of thinking men in the early part of the present century, it acquired increasing importance. It was not too much to hope for a passage for any vessel that traversed either the lake or river. St Louis was then a considerable town, and the idea of an artificial channel which would discharge the waters of Lake Michigan into the Illinois and Mississippi Rivers was enthusiastically advocated by her editors, orators and other prominent citizens.

In 1816 the Ottawa, Chippewa and Pottawattamie Indians ceded to the United States a strip of land twenty miles in width from Chicago to Ottawa, embracing the valley of the Desplaines and Illinois Rivers. Two years later surveyors were sent out to locate the boundary lines of the proposed channels, one beginning ten miles north and the other ten miles south of Chicago. Commenting on this work, the Enquirer, a newspaper published in St. Louis, expressed the sentiments of the people of that city in regard to the proposed waterway as follows:

"The communication between the Lake and the Illinois is a point which will fix the attention of the merchant and the statesman. They will see in it the gate

which is to open the northern seas into the Valley of the Mississippi and which is to connect New York and New Orleans by a water line which the combined navies of the world cannot cut off. Never did the work of nature require so little aid from the hand of art to complete so great a design."

The few permanent settlers at the mouth of the Chicago River at the time St. Louis was agitating the construction of the proposed channel had no influence, and their interests were hardly taken into consideration. As late as 1836, the year in which work on the Illinois and Michigan Canal began, Chicago had a population of only 3,820. But the East never lost sight of the benefits it would derive from a water communication with the Valley of the Mississippi, and the National Government was repeatedly urged to develop it. Various efforts were made in Congress to secure an appropriation for this purpose, but the policy of the Federal Government at that time was hostile to the idea of taking money out of the general treasury to devote to internal improvements.

Repeated reference to the importance of a canal communication between Lake Michigan and the Illinois River in the many years of Congressional discussion and attempted legislation in the line of internal improvements was an acknowledgment of its National character. No link in the chain of inter-state commerce was more important than this, since it was on the great highway from the manufacturing East to the agricultural West and South. The speeches in the National Legislature indicate the prevailing sentiment, but the following paragraph from an editorial which appeared in Niles' Register of August 6, 1814, published in Baltimore, shows an exuberance of feeling:

"By the Illinois River it is probable that Buffalo may be united with New Orleans by inland navigation through lakes Erie, Huron and Michigan to the Illinois River, and down that river to the Mississippi. What a route! How stupendous the idea! How dwindles the importance of all the artificial canals of Europe compared with this water communication!"

Cession of Illinois Valley Lands by Indians.

The first practical steps towards the construction of a canal between Lake Michigan and the Illinois River was the execution of the treaty before mentioned with certain Indian tribes by which a strip of land about twenty miles wide, extending through the Desplaines and Illinois valleys Chicago to Ottawa, was ceded to the United States. This treaty was negotiated at St. Louis, August 24, 1816, by Ninian Edwards, Governor of Illinois Territory; William Clark, Governor of Missouri, and Colonel Auguste Chouteau, of St. Louis. Immediately following the execution of this treaty, John Holmes, a representative from the State of Massachusetts, introduced into the lower House of Congress, December 11, 1817, a resolution instructing the committee on so much of the President's message as related to roads and canals to inquire into the expediency of providing by law for constructing a navigable canal to unite the waters of Lake Michigan with the Mississippi. The resolution was carried, but the committee made no report. In the House, on April 3, 1818, when the question of admitting the Territory of Illinois to statehood was under consideration, Mr. Pope, of Kentucky, offered an amendment, which was adopted, providing for the extension of the boundary of the State farther north. By that amendment Illinois gained the City of Chicago.

Illinois became a State in 1818. At that time the facility of opening a canal between Lake Michigan and the Illinois River was acknowledged by every one who had visited the place. Daniel P. Cook, a son-in-law of Governor Edwards, was the second representative of Illinois in Congress, serving from 1819 to 1827. He devoted himself to the interest of the proposed canal, and it was largely through his influence that the State Legislature, in 1821, caused a partial survey of the route to be made for the purpose of demonstrating the practicability of the undertaking. From that time the Senators and Representatives from Illinois in Congress worked with unceasing diligence to secure an appropriation for the construction of the canal. Finally a bill was passed March 2, 1827, granting to the State 200,000 acres of the public lands, which were to be sold and the proceeds applied to the work of construction.

The Illinois and Michigan Canal was completed in 1848, but the project was never carried out as originally contemplated. It received considerable financial aid from the State, and the agitation for its improvement began soon after its completion. About 1867 the Federal Government and the State of Illinois united in the work of improvement. Many alterations were made, the channel being deepened in places and extended to Ottawa on the Illinois River.

When the people of Chicago began the agitation for a sanitary canal which was

to become a part of a deep waterway extending from Lake Michigan to the Mississippi River, they had no difficulty in securing the active co-operation of the State administration and the members of the General Assembly. Indeed, the fact that it was proposed to construct a channel of sufficient depth and width to float the largest lake craft then sailing from Buffalo to Duluth, removed all possibility of opposition to the enterprise. In the act creating the Sanitary District of Chicago the Legislature provided as follows:

Legislation Favoring a Ship Canal.

"Section 23. If any channel is constructed under the provisions hereof, by means of which any of the waters of Lake Michigan shall be caused to pass into the Desplaines or Illinois Rivers, such channel shall be constructed of sufficient size and capacity to produce and maintain at all times a continuous flow of not less than 300,000 cubic feet of water per minute, and to be of a depth of not less than fourteen feet, and a current not exceeding three miles per hour, and if any portion of any such channel shall be cut through a territory with a rocky stratum where such rocky stratum is above a grade sufficient to produce a depth of water from Lake Michigan of not less than eighteen feet, such portion of said channel shall have double the flowing capacity above provided for, and a width of not less than one hundred and sixty feet at the bottom capable of producing a depth of not less than eighteen feet of water. If the population of the district draining into such channel shall at any time exceed 1,500,000, such channel shall be made and kept of such size and in such condition that it will produce and maintain at all times a continuous flow of not less than 20,000 cubic feet of water per minute for each 100,000 of the population of such district, at a current of not more than three miles per hour, and if at any time the General Government shall improve the Desplaines or Illinois Rivers so that the same shall be capable of receiving a flow of 600,000 cubic feet of water per minute, or more, from said channel, and shall provide for the payment of all damages which any extra flow above 300 000 cubic feet of water per minute from such channel may cause to private property, so as to save harmless the said District from all liability therefrom, then such Sanitary District shall within one year thereafter, enlarge the entire channel leading into said Desplaines or Illinois Rivers from said District to a sufficient size and capacity to produce and maintain a continuous flow throughout the same of not less than 600,000 cubic feet of water per minute, with a current of not more than three miles per hour, and such channel shall be constructed upon such grade as to be capable of producing a depth of water not less than eighteen feet throughout said channel, and shall have a width of not less than one hundred and sixty feet at the bottom; in case a channel is constructed in the Desplaines River, as contemplated in this section, it shall be carried down the slope between Lockport and Joliet to the pool, commonly known as the upper basin, of sufficient width and depth to carry off the water the channel shall bring down from above. The district constructing a channel to carry water from Lake Michigan of any amount authorized by this act, may correct, modify and remove obstructions in the Desplaines and Illinois Rivers, whenever it shall be necessary so to do to prevent overflow or damage along said river, and shall remove the dams at Henry and Copperas Creek, in the Illinois River, before any water shall be turned into the said channel. And the Canal Commissioners, if they shall find at any time that an additional supply of water has been added to either of said rivers, by any drainage district or districts, to maintain a depth of not less than six feet from any dam owned by the State, to and into the first lock of the Illinois and Michigan Canal at La Salle, without the aid of any such dam, at low water, then it shall be the duty of said Canal Commissioners to cause such dam or dams to be removed. This act shall not be construed to authorize the injury or destruction of existing water-power rights.

"Section 24. When such channel shall be completed, and the water turned therein to the amount of three hundred thousand cubic feet of water per minute, the same is hereby declared a navigable stream, and whenever the General Government shall improve the Desplaines and Illinois Rivers for navigation, to connect with this channel, said General Government shall have full control over the same for navigation purposes, but not to interfere with its control for sanitary or drainage purposes."

Illinois Asks General Government to Extend Canal.

Again, at the session of 1897, the Illinois General Assembly adopted a series of joint resolutions regarding the Chicago Sanitary and Ship Canal, and calling upon the Federal Government to extend the deep waterway thus begun to the mouth of the Illinois River. Only such portions of the preamble and resolutions as bear directly

on the subject in hand are here given, as follows:

"WHEREAS, The construction of the Sanitary Canal of Chicago, and the large volume of water required to flow through the same, will bring lake and river navigation, which are now 320 miles apart, within sixty miles of each other, and the development of the intermediate section between Lockport and Utica will furnish a through route from the Great Lakes to the Lower Mississippi by way of the Lower Illinois River, and to the Upper Mississippi by way of the Hennepin Canal; and, further, that the proportion of three routes constructed by the Sanitary District of Chicago will exceed the cost of extending the largest useful navigation by way of the Illinois River to the Lower Mississippi, together with that of the Hennepin Canal to the Upper Mississippi; and

"WHEREAS, We believe the making of a deep waterway of the Illinois River to be an undertaking which is national in its character and should be accomplished by the General Government for the general welfare, the inland and maritime commerce of the nation, and for the nation's defense in time of war; therefore, be it

"*Resolved, by the Senate, the House of Representatives concurring therein:*

"1. That it is the policy of the State of Illinois to procure the construction of a waterway of the greatest practicable depth and usefulness for navigation from Lake Michigan by way of the Desplaines and Illinois Rivers to the Lower Mississippi River, and by way of the Hennepin Canal to the Upper Mississippi River, and to encourage the construction of useful feeders thereto.

* * * * *

"3. That the rock-bound section of the Desplaines and Illinois Rivers form (from) the end of the Sanitary Canal of Chicago at Lockport to the head of the Alluvial River at Utica, should be developed for a navigable depth of not less than fourteen feet, and that the United States is requested to enter upon this work in cooperation with all lawful agencies provided for in this State and in harmony with the policy herein set forth."

The character of the Illinois and Mississippi Canal, better known as the Hennepin Canal, and its relations to the Chicago Sanitary and Ship Canal, have already been fully described in Section III. of this memorial.

V—NATIONAL CHARACTER OF THE PROPOSED DEEP WATERWAY—ITS IMPORTANCE FROM A COMMERCIAL AND NATIONAL STANDPOINT.

If the proposed waterway which is to connect the lakes with the Gulf is not National in character, then it follows as a matter of course the project is not worth the consideration of the American Congress. If the beneficial effects to follow its construction would be confined exclusively to the State of Illinois, it would then become a purely local enterprise and the State would go ahead and complete it in accordance with its own well-established policy and in the spirit of modern progress.

But the fact that it is a National project was long ago understood and appreciated by such men as Albert Gallatin, of Pennsylvania; John Pope, of Kentucky; Peter B. Porter, of New York; Henry St. George Tucker, of Virginia; John C. Calhoun, of South Carolina; Jessie B. Thomas, of Illinois; Christopher Rankin, of Missouri; Henry Clay, of Kentucky, and many others.

The people of the Sanitary District of Chicago realized that the Sanitary Canal would ultimately be utilized as a part of a great National enterprise. While they would not have hesitated to incur the expense neeessary to provide a complete and perfect system of sanitation for the City of Chicago, they knew that the Sanitary Canal was not to be limited to the single purpose of drainage They knew that for every dollar paid out for a Sanitary Canal, another dollar was expended to make the capacity of the Channel sufficient to carry any ship that traversed the Great Lakes at the time the work was begun. For instance, the extraordinary expense required to make the bridges crossing the Channel, movable structures, was about $2,500.000. The tax-payers understood that in order to have a navigable waterway the bridges must be of this character.

No one can study the situation and the environments without coming to the conclusion that this project is National in character, and, being so, the remainder of the work should be completed by the Federal Government. Under the law the Federal Government would have control of the entire waterway and would be solely responsible for exercising that control for purposes of navigation. Interest in the movement for a deep waterway from Lake Michigan to the Gulf of Mexico intensifies in the presence of the overwhelming sentiment favorable to the con-

struction of an Isthmian Canal, which is to connect the Atlantic and Pacific Oceans. With the Isthmian Canal a reality, as it will undoubtedly be in a few years, it becomes evident that a navigable waterway crossing the center of the continent and connecting with the Great Lakes will become not merely a desirability, but an actual necessity. A deep waterway from New Orleans to Chicago will traverse the greatest agricultural and industrial area on the globe, populated with the most moral as well as the most intelligent citizenship. Where can another such area be found as that of the Mississippi Valley? A valley with the greatest variety of soil and climate, extending from the Allegheny to the Rocky Mountains, and limited on the north by the Canadian boundary and a chain of fresh water lakes. The great tributaries which go so far to increase the fertility of this valley are the Ohio and the Missouri Rivers, the one rising in the Northeast and the other in the Northwest, and both flowing obliquely to form a junction at the heart of the continent. This valley contains within its boundaries everything essential to constitute one of the greatest empires of history.

Effect on Trade With South America and the Orient.

Apart from the changed conditions which would surely result from the construction of the Isthmian Canal and the resultant stimulating effect a deep waterway from the gulf to the lakes would have on our Asiatic commerce, we may well consider the immense benefits to our steadily growing trade with South America, which would be caused by the building of the smaller waterway. From every lake port as far east as Detroit, and probably Cleveland, the prevailing disposition among the agricultural, manufacturing and mining interests would be to send their products destined for a South American port by way of Lake Huron, Lake Michigan, and thence by the Chicago Sanitary and Ship Canal and the Mississippi River to the Gulf of Mexico.

It would be impossible, even if it were advisable, to confine the beneficial effects of the proposed waterway to a single State. Possibly these effects might be more apparent in the Middle, Southern and Western States, but this is by no means certain. As the waterway would be a national enterprise, its blessings would naturally extend to every part of the Union. Albert Gallatin, who was Secretary of the Treasury during President Jefferson's administration, took this broad view of the project when he said in a special report on roads and canals, dated April 6, 1808: "That good roads and canals will shorten distances, facilitate commercial and personal intercourse and unite by a still more intimate community of interest the most remote quarters of the United States. No other single operation within the power of government can more effectually tend to strengthen and perpetuate that union which secures external independence, domestic peace and internal liberty."

Referring to the desirability of a connection between Lake Michigan and the Mississippi River, he said that if navigation between the Western rivers and the lakes was opened, either from the Mississippi to Lake Michigan, or from the Northwest by Lake Superior, the whole Indian trade of those regions would necessarily center in an Atlantic port of the United States. He regarded the commercial phase of the subject as being of minor importance, however, when compared with other advantages of that great communication and the immense weight they would have in its relation to the political intercourse of the United States with the Indians. The estimate of the cost of the improvements necessary to reach the Mississippi River from the Lakes was $20,000,000, and to raise that sum he suggested that the Government sell 10,000,000 of its 100,000,000 acres of public lands. He believed the increase in the value of the remaining 90,000,000 acres would more than repay the outlay. His report was referred to the committee and a week later 1,200 copies were ordered printed.

Necessity for Waterway Grows With Time.

If in the time of President Jefferson, when the white population of this country constituted a mere fringe extending along the Atlantic coast and around the Gulf coast to New Orleans, the connection of the Lakes with the Gulf by a navigable waterway was considered of paramount importance, it seems the proposition should require no advocate now, when the combined population of the States of Illinois, Indiana and Missouri alone is greater than that of all the States at the time Secretary Gallatin wrote the first report favorable to this project.

Your memorialists respectfully represent as further reason for the construction of the proposed waterway, that it will provide for competition in freight rates during the open season of navigation between the Northwestern and Middle Western

States to the Gulf. It will also create from the Canadian line to the Gulf a through water route owned by the people and not by the corporations. It will provide ample facilities for modern and popular barge transportation. It will afford the Great Lakes and their ports double connection with the Atlantic, East and South, and with the completion of the Isthmian Canal, will put them in closer touch with our new possessions in the Pacific and the Orient.

It would be easy to extend this memorial indefinitely with the opinions of public men touching its feasibility and practicability. These are matters, however, which will suggest themselves to the Congress if it in its judgment sees proper to consider this project. In this connection, however, the following extract from the annual report of Mr. George F. Stone, Secretary of the Chicago Board of Trade, would seem to be of great interest:

"With the growth of our country," Mr. Stone writes, "and a general development of transportation facilities in foreign lands, the project for a navigable connection between Lake Michigan, at Chicago, and the Mississippi River, via the Desplaines and Illinois valleys, assumes an importance in our domestic commerce comparable to that which the Suez Canal or the crossing of the American Isthmus will have in regard to the commerce affected by those great works. Its completion would result in a continuous navigable waterway from the Atlantic, via the St. Lawrence, through the lakes to Chicago, thence to the Mississippi, and thence to New Orleans. Its military and commercial importance might be conclusively demonstrated. It is, I am aware, insisted upon that we have no need, in these peaceful and enlightened times, to keep in view the liability of war. Certainly, in this age, no permanently aggressive character should be given to our military facilities, but we are not justified in wholly neglecting them or ignoring a remote possibility of foreign complications. It has been an embarrassment, evident and inevitable to our diplomatic correspondence in momentous crises, that our means of defense have been inadequate, and that the country could not afford to be otherwise than cautiously pronounced in the assertion of her rights. The completion of this great national project would, besides conferring inestimable benefits upon commerce, enable the government to place her gunboats by way of the Mississippi upon the lakes for the protection of immense marine interests. Think you that the existence of such facilities as this waterway from the gulf to the North Atlantic would create, would have no effect upon state discussions of grave issues, when treaty or other rights are threatened or violated? Means of defense are as valuable in times of peace as in war; they tend to prevent war by forcibly suggesting the concession of rights. By the completion of this waterway, the entire system of transportation upon the continent would be straightway affected in the interest of consumer and producer; the South and the North, the East and the West, would feel its beneficent results. The movement of cotton, grain, coal, timber, iron and merchandise of all kinds would be beyond the power of dictation by transportation monopolies, because countless salutary irresistible restraints would spring into life. It would be a section of an interstate commerce law which could never be repealed, and the authority of which could never be questioned. It is national in its character, and appeals for its support to every citizen in the land. Its most enthusiastic advocates should not be found here, but in the South and in the East, where are consumed the products of the West, and which, in turn, wish cheap transportation for their manufactures to sections the yearly resources of which have not been absorbed by excessive freight rates."

Statistics of Traffic on Great Lakes.

Not until the eleventh census was taken were full statistics gathered of the movement of commodities upon the whole lake system, and since then the data collected has been far from complete. In fact, the information is so meager, and in parts so incomplete, that it is very difficult even to give the total movement on the Lakes. Nothing in reference to the subject can be obtained prior to the year 1889. However, many circumstances have recently directed attention to the transportation facilities of the Great Lakes. The rapid growth of traffic, the increasing size of lake vessels, the celerity with which ships are loaded and unloaded, and other developments have interested a large number of people, while the vital significance of cheap carriage to the mining, farming and lumbering interests and their numerous dependent industries has compelled all persons engaged in these occupations to give careful consideration to the main question, and the whole subject of the inland waterway has been given public attention by appeals to Congress for large appropriations to improve existing harbors and channels and to construct

a deep waterway from the Great Lakes to the sea. Yet, in spite of this widespread desire for information about lake commerce and its far reaching importance to many great national industries, the question has been almost neglected, not only by writers on transportation, but by the government as well; and this in the face of the fact that Congress is annually called upon to vote large sums of money to facilitate traffic upon these waters.

In former years the commerce passing through the Detroit River was practically equal to the total movement on the lakes, but in recent years business between Lake Superior and Lake Michigan ports has so greatly increased that the commerce through the Detroit River is not now so good an index of the whole movement on the lakes as formerly.

Statistics bearing on this phase of the matter have been derived from reports of chief engineers, mainly those of Col. O. M. Poe. The following table covers the traffic passing up and down the Detroit River during the years named:

YEAR.	Registered Tonnage.	Freight Tonnage.
1873.....	.....	9,000,000
1880.....	20,235,249	.....
1881.....	17,572,240	.....
1882.....	17,872,182	.....
1883.....	17,695,174	.....
1884.....	18,045,949	.....
1885.....	16,777,828	.....
1886.....	18,968,065	.....
1887.....	18,864,250	.....
1888.....	19,000,000	.....
1889.....	19,646,000	19,717,860
1890.....	21,684,000	21,750,913
1891.....	22,160,500	23,209,619
1892.....	21,785,000	26,553,819
1893.....	.....	23,091,899
1894.....	26,120,000	24,263,868
1895.....	.....	25,845,679 29,000,000
1896.....	.....	27,900,520

It is impossible to secure sufficient information on which to base even an estimate of the percentage of traffic from Lake Superior ports which does not go through the Detroit River into Lake Erie. It is known, however, to be considerable It is probably true that the traffic from ports on Lakes Michigan and Huron is equal to that coming through the St. Mary's Falls Canal, but the figures showing the tonnage passing through the Detroit River do not indicate this to be a fact. There must be a considerable diversion of the traffic from the upper lake after it enters Lake Huron.

Increased Tonnage Passing Through St. Mary's Canal.

While the traffic statistics show a satisfactory increase, considering the unreliability of the figures, the best evidence of an increased traffic on the Great Lakes is the growth of the lake fleet. The charts indicate that during the five years from 1868 to 1872, inclusive, the lake fleet did not quite maintain its own, but made rapid gains from 1872 to 1875, when the total tonnage stood at 587,234. Then the tonnage declined to 552,602 in 1879. During the ensuing four years there was a rapid increase, and then a moderate increase for one year until 1886, when the tonnage stood at 690,359. Since 1886 the tonnage has almost doubled, large accessions having been made every year except in 1894 and 1895. Improved facilities for fueling, loading and unloading vessels have also very greatly increased the carrying power of the whole fleet, to say nothing of the enlarged carrying power, due to better locks and the lighting of channels so as to permit passage by night. Taking into account all the improvements, other than the substitution of steam for sail, conservative estimates show that this power has increased from 742,286 in 1868 to 3,326,502 in 1897.

The extraordinary growth of the tonnage passing through the St. Mary's Falls Canal is in striking contrast with the slow increase of that passing through the Detroit River. The registered tonnage going through the St. Mary's Falls Canal increased from 1,204,446 in 1873 to 17,619 - 933 in 1897. There was also an increase in freight tonnage from 1,567,741 in 1881 to 18,982,755 in 1897.

The latest reliable statistics attainable on the subject of lake shipping show that the amount of freight passing through the various canals in 1897 was as follows:

St. Mary's Falls.....	18,982,755
New York (Erie Canal).....	1,878 218
Detroit River (1896).....	27,900,520
Welland Canal (1896).....	1,279,987

It is conceded that a considerable percentage of the traffic passing through the St. Mary's Falls Canal does not pass out through the Detroit River, but comes direct to Chicago.

The Congress is respectfully requested to give earnest attention to the facts and arguments set out in this memorial. The fact that the project is an old one, and has engaged the attention of public men for almost a century should not be urged as an excuse for treating it lightly. It is a

proposition worthy of being judged upon its merits alone, and by them alone it should he permitted to stand or fall.

Your memorialists have the honor to subscribe themselves,

Yours respectfully,

(Signed) WILLIAM BOLDENWECK,
JOSEPH C. BRADEN,
ZINA R. CARTER,
BERNARD A. ECKHART,
ALEXANDER J. JONES,
THOMAS KELLY,
JAMES P. MALLETTE,
THOMAS A. SMYTH,
FRANK WENTER,

Members of the Board of Trustees of the Sanitary District of Chicago.

I, Joseph F. Haas, Clerk of the Sanitary District of Chicago and keeper of its records and seal, do hereby certify that the above and foregoing memorial to the Congress of the United States was prepared under and by authority of a certain order adopted by the Board of Trustees of said District at a regular meeting held February 14, 1900; and I hereby certify that the following is a true and correct copy of said order that day adopted:

"*Ordered*, That the Joint Committee on Federal Relations and Engineering are hereby authorized and directed to prepare a suitable memorial, to be presented to Congress, advocating the establishment of a deep waterway from the terminus of the Chicago Sanitary and Ship Canal at Lockport, Illinois, through the Illinois Valley to the Mississippi.

"*Ordered, Further*, That said Committee be empowerod to have said memorial printed in such number and at such times as in its discretion may be deemed advisable, and lay the same before Congress."

Witness my hand and the seal of the Sanitary District of Chicago, this 26th day of February, A. D. 1900.

(Signed) JOSEPH F. HAAS,
Clerk of the Sanitary District of Chicago.
[SEAL.]

COMMUNICATIONS IN REFERENCE TO RELEASE OF SURETIES ON BONDS ON CONTRACTS FOR "WORK ON SECTION 16," FOR "SUBSTRUCTURE FOR C. T. T. R. R. BRIDGE ACROSS DESPLAINES RIVER," AND FOR "SUBSTRUCTURE FOR ROMEO HIGHWAY BRIDGE CROSSING MAIN CHANNEL."

The Clerk presented and read two communications from the City Trust, Safe Deposit and Surety Company of Philadelphia, dated March 21 and 22, 1900, with reference to the release of the sureties on the bond of Messrs. Hayes Bros. on the contract for work on Section 16, and on the bonds of Messrs. Heldmaier & Neu on the contracts for the construction of the C. T. T. R. R. Bridge crossing Desplaines River, and for the construction of the substructure of the Romeo Highway bridge crossing Main Channel, all of which, by unanimous consent, were referred to the Committee on Finance.

NOTICE OF CLAIM OF REPAUNO CHEMICAL COMPANY AGAINST MESSRS. HELDMAIER & NEU.

The Clerk presented a communication from the Repauno Chemical Company setting forth that Messrs. Heldmaier & Neu, contractors, are indebted to said company in the sum of $3,639.76 for materials furnished and used, the said communication being accompanied by statement and affidavit in reference to said claim.

By unanimous consent the communication was referred to the Committee on Engineering, without printing, on motion of Mr. Jones, seconded by Mr. Mallette.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden; the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 4, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, April 4, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present; Mr. Braden arriving subsequently.

The President then called the Board to order.

MINUTES.

In reference to the minutes of March 21, 1900, Mr. Jones asked permission to present his views as to the resolution in regard to the proposed conference with the Mayor of Chicago as to the control of the Chicago River and have same printed in the minutes of said meeting; the same being granted by unanimous consent.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, March, 1900)	$ 1,250 00	
Engineering Department (Division of Construction Roll, Marh, 1900)	5,618 50	
Engineering Department (Division of D. and D. Roll, March, 1900)	2,177 55	
Engineering Department (Division of Records Roll, March, 1900)	783 75	
Engineering Department (Discharge Roll, March, 1900)	46 87	
Engineering Department (Discharge Roll, March, 1900)	46 88	
		$ 9,923 55

Clerical Department (Clerk's Roll, March, 1900)			$ 1,048 33
Law Department (Attorney's Roll, March, 1900)	$ 1,468 34		
Law Department (Joliet Roll, March, 1900)	458 34		
		$	1,926 68
Treasury Department (Treasurer's Roll, March, 1900)			166 67
General Account (General Roll, March, 1900)	$ 475 00		
General Account (Special Roll, March, 1900)	114 00		
General Account (Streams Examination Roll, March, 1900)	135 00		
General Account (Trustees' Roll, March, 1900)	2,333 33		
		$	3,057 33
Police Department (Marshal's Roll, March, 1900)			2,621 03
Maintenance Account (Pumping Plant Roll, March, 1900)			80 62
Construction Account (Bear Trap Dam Roll, March, 1900)			752 67
Total		$	19,576 88

LAW DEPARTMENT.

John S. Runnells (services, March, 1900)		$	416 67

GENERAL ACCOUNT.

Arthur R. Reynolds (Streams Examination)	$ 247 44		
John R. Neely (Streams Examination)	50 00		
		$	297 44

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 4,156 25		
Lydon & Drews Company (Lake Front Park filling)	4,000 00		
Lydon & Drews Company (By-pass, Chicago River)	3,913 05		
Lydon & Drews Company (pumping, etc)	3,173 25		
Gahan & Byrne (Sec. 18, March 31, 1900)	5,043 72		
The Chicago and Alton Railroad Company (moving offices)	198 26		
C. T. T. R. R. Co. (Chicago River Bridge)	1,863 44		
L. P. Friestedt (C. & A. freight office)	350 00		
Ft. Wayne Foundry and Machine Company (By-pass)	112 50		
E. E. Moberly Company (By-pass)	303 04		
Crane Company (Sec. 15, Bear Trap Dam)	67 68		
Heldmaier & Neu (Sec. 17, March 1900)	2,540 34		
		$	25,721 53
Grand total		$	46,012 52

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenwek, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1115, General Account (two life boats for Steamer Joliet)....$80 00

Mr. Jones, seconded by Mr. Smyth, moved that Requisition No. 1115, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—none. Excused and not voting—Messrs. Eckhart and Mallette—two.

Upon this result the President declared the motion carried.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented a report showing the number of employes in each department for the month ending March 31, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I beg leave to report herewith the number of employes in each department for the month ending March 31, 1900, as the same have been reported to me:

Engineering department	71
Clerical department	5
Law department	8
Treasury department	1
Police department	28
General	5
Total employes	118

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of March, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 432,353 12
From J. F. Haas, Clerk, General Account	$ 4 00	
From J. F. Haas, Clerk, Construction Account	93 00 111 51	
	204 51	
From J. F. Haas, Clerk, Law Department	6 15	
From Collector North Town, Sanitary District Tax Account	25,000 00	
From Collector South Town, Sanitary District Tax Account	500,000 00	
From Collector Town of Lake, Sanitary District Tax Account	96,074 62	
From Collector Town of Jefferson, Sanitary District Tax Account	13,493 23	
From Collector Town of Lyons, Sanitary District Tax Account	5,090 99	
From Collector Town of Cicero, Sanitary District Tax Account	18,601 36	
From Chicago National Bank, Interest Account	231 95	
Total cash received for month		$ 658,706 81
		$ 1,091,059 93

Disbursements.

Clerical Department	$ 1,159 81	
Treasury Department	181 66	
Engineering Department	12,134 92	
Construction Account	153,686 41	
Law Department	5,643 91	
Land Account	2,971 93	
General Account	6,656 69	
Maintenance Account	6,246 87	
Police Department	2,705 05	
J. F. Haas, Clerk	20,000 00	
Tax Warrants Paid, Levy 1899	12,666 67	
Interest Paid on Tax Warrants 1899	453 89	
Total cash disbursed		$ 224,507 81
Balance this date, in banks (as per schedule endorsed hereon)		866,552 12
		$ 1,091,059 93

Schedule.

Chicago National Bank	$ 840,613 34
National Bank of Illinois	25,938 78
Total	$ 866,552 12

CHICAGO, April 4, 1900.

(Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*

REPORT IN REFERENCE TO COMMUNICATION FROM MAYOR OF CHICAGO AS TO CONTROL OF CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, a communication from the Mayor of Chicago in reference to formulating rules for the government of the Chicago River, the report recommending that Mr. T. T. Johnston be appointed as the representative of the Sanitary District with power to confer with the representative of the City of Chicago and the representative of the United States Government in the matter of formulating rules and regulations for the police control of the Chicago River and that he be directed to report such rules and regulations to the Board of Trustees for final approval, modifications and correction.

In the same connection Mr. Jones presented a minority report setting forth his views in reference to the matter.

Mr. Smyth, seconded by Mr. Eckhart, moved that the majority report be be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried and the majority report adopted.

The following is

THE REPORT:

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents a communication from Hon. Carter H. Harrison, Mayor of Chicago, addressed to the Board of Trustees, with reference to formulating rules for the government of the Chicago River. His honor, the Mayor, suggests co-operation between the City and the Board of Trustees, to the end that proper rules may be formulated for the more efficient government for navigation in the Chicago River.

Your Committee advises that it has given this matter very careful consideration and that it is of the opinion that new and additional rules should be made for the government of said River, in order to carry out the purpose heretofore informally agreed upon by the authorities of the City of Chicago and the authorities of the Sanitary District.

Your Committee is of the opinion that Thomas T. Johnson, Assistant Chief Engineer of the Sanitary District, is a proper person to represent the Sanitary District in this regard, and has had experience as to navigation in currents, and deems it advisable that said rules should be formulated at the earliest practicable date.

The Committee, therefore, recommends that said Thomas T. Johnson be and is hereby appointed as the representative of the Sanitary District for the purpose hereinbefore expressed, and that he be invested with power and authority to confer with the representative of the City of Chicago in the matter of formulating rules and regulations for the police control of said Chicago River by the City of Chicago and the Sanitary District; as well also to confer with Major Willard, the representative of the United States Government in said matter; and that he be hereby directed to report such rules and regulations to the Board of Trustees when the same shall have been formulated for final approval, modifications and correction by said body.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure).

The following is

THE MINORITY REPORT:

"*To the Honorable, the Board of Trustees of the Sanitary District of Chicago:*

GENTLEMEN—The rules for the government of navigation in the Chicago River should be formulated by the War Department, and the entire control and policing of the river for navigation purposes should be by the Federal Government. Under all circumstances, however, Assistant Engineer Johnston is an improper person to be in any way intrusted with the interests of the Sanitary District in

the Chicago River. He is the author of the inadequate and abortive Chicago River plans which are now so embarrassing to the Sanitary District, and which would mean the practical destruction of navigation in that river were a sincere effort to be made to comply with our law by turning the full legal flow of water down the Drainage Channel. To vest him with the responsible duties proposed by the above report is an injustice to the vast navigation interests of this City and the Great Lakes, and will inevitably awaken suspicion in any rules formulated as a result of this conference. An absolutely impartial man should have been selected by the Sanitary District, as an evidence of our desire to fully protect the navigation interests of the Chicago River.

(Signed) ALEX. J. JONES."

REPORT IN REFERENCE TO PAYMENT FOR SUPERINTENDENCE OF REPAIRS IN COFFER DAM AT UPPER BASIN.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering recommending that the President and Clerk be authorized and directed to pay to Wm. Kehoe the sum of $600.00 in full for services rendered in superintending the repair of certain leaks in the coffer-dam at the Upper Basin at Joliet.

In the same connection Mr. Jones presented a minority report in reference to the same matter.

Mr. Smyth, seconded by Mr. Kelly, moved that the majority report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports that the Chief Engineer of the District has advised the Committee that it is necessary to employ the services of an engineer for the purpose of superintending the repair of certain leaks in the coffer dam at the east side of the Upper Basin at Joliet. That one William Kehoe was employed by said Chief Engineer, and the Chief Engineer has agreed upon the sum of one hundred dollars per day, and said employment continued six (6) days.

The Committee recommends that the President and Clerk of the District be authorized and directed to pay to William Kehoe the sum of six hundred dollars ($600.00) in full of all services rendered to said Sanitary District of Chicago; and that when said payment is made, he sign a receipt and release in full of all claims or demands of whatever kind or nature.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKAART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE MINORITY REPORT:

"GENTLEMEN—The undersigned is of the opinion that the bill of $600.00 for six days for a special engineer to deal with an engineering difficulty of frequent recurrence in work of this kind is a sad reflection on our Engineering Department and its official heads. A glance at our pay-roll will show a dozen engineers enjoying a larger annual salary than that paid by the Canal Commissioners to Engineer Kehoe; and a Chief Engineer with a salary four times as large. This makes an aggregate of over $1,600 paid Mr. Kehoe within the past year. Either his employment was unnecessary or our engineering officials are incompetent. Either conclusion is embarrassing to the best interests of our service.

(Signed) ALEX. J. JONES."

REPORT TRANSMITTING CERTAIN OPINIONS OF ATTORNEY AND GENERAL COUNSEL.

On behalf of the Committee on Engineering, Mr. Smyth, Chairman, presented a verbal report setting forth that the Attorney and General Counsel of the District have submitted legal opinions as to the power of the District to acquire

by condemnation necessary property along the bank of the Chicago River and widen the same so as to provide a sufficient flow of water without injury to navigation, and as to the requisite number of cubic feet of water per minute required to be maintained through the Main Channel of the Sanitary District at Chicago, and as to the question "is the population mentioned in the organic act the population within the boundary or the population of the area drained and how is this population to be ascertained?"

Mr. Smyth, seconded by Mr. Mallette, moved that the said opinions be printed and placed on file.

The motion prevailed unanimously and it was so ordered.

The following is

THE OPINION OF THE ATTORNEY OF THE DISTRICT:

March 27, 1900.

To the Honorable, the Committee on Engineering:

GENTLEMEN—The question propounded is, whether or not the Sanitary District has the power to acquire by condemnation the necessary property along the bank or shore of the Chicago River to widen the same to such an extent as that a sufficient flow of water from the Lake may be obtained through said River without injury to navigation.

The Sanitary District Act provides that "such Sanitary District may acquire by purchase, condemnation or otherwise, any and all real and personal property, right of way and privilege, either within or without its corporate limits, that may be required for its corporate purposes." (Sec. 8 of the Sanitary District Act). The 17th Section of the Act contains the following: "When it shall be necessary in making any improvements, which any district is authorized by this act to make, to enter upon any public property, or property held for public use, such district shall have the power so to do and may acquire the necessary right of way over such property held for public use in the same manner as is above provided for acquiring private property and may enter upon, use, widen, deepen and improve any navigable or other waters, waterways, canal or lake, provided the public use thereof shall not be unnecessarily interrupted or interfered with, and that the same shall be restored to its former usefulness as soon as practicable."

I conclude from the above that the Sanitary District has ample power to condemn so much of the land abutting the Chicago River as may be necessary in order that the stream may have a sufficient capacity to discharge into the Sanitary District Channel from the River and the Lake the amount of water required by the Sanitary District Act.

But there is another consideration, and that is the work preliminary to the filing of the positions for condemnation and the successful conduct of such suits in order to acquire title to the real estate by condemnation. Section 10 of an Act of Congress, approved March 3, 1899, entitled "An Act making appropriations for the construction of rivers and preservation of certain public works on River and Harbors and for other purposes," that it shall not be lawful to alter or modify the course, location, condition or capacity of the channel of any navigable waters of the United States, unless the work has been recommended by the Chief Engineer and authorized by the Secretary of War prior to the beginning of the same. In contested cases, that is, where the interests of the property holder on the one hand and the Sanitary District on the other, are hostile, I am of the opinion that before filing a petition for condemnation, it is necessary that the Sanitary District should submit its plans to the Federal Government and obtain the approval of the Federal authorities, as provided in Section 10 above referred to.

The question was fairly presented and decided by our Supreme Court in the case of the City of Chicago vs. Law et al., 144 Ill, 569. That was a proceeding by the city to have spread the cost of special assessments upon property abutting the Chicago River, which had been acquired by the City of Chicago in order to widen the Chicago River. It is said by the Court in that case: "We now come to the second question. On the 19th of September, 1890, Congress passed an act, the seventh section of which provides that it shall be unlawful to build any structure in any navigable waters of the United States, and to thereafter excavate or fill, or in any manner to alter or modify the course, location, condition or capacity of the channel of any navigable waters of the United States, unless approved and authorized by the Secretary of War. * * * After the passage of the Act of Congress, the authority which the Legislature had conferred upon the city to change the channel of the River was subject to a condition which the city was bound to observe before it was empowered to act. * * *. After Congress had passed a law upon the subject

and thus assumed jurisdiction over the subject, we think the City of Chicago could only act in conformity to the act of Congress, and as the act of Congress made it unlawful for the City to make the improvement until the plan of the work was submitted to and approved by the Secretary of War, the City had no power to make the improvement, and before the City is authorized to act it must have the approval of the Secretary of War." The rule as announced by the Supreme Court in that case has not in any manner been modified by subsequent decisions.

I am, therefore, of the opinion that the Sanitary District before it is authorized to file a petition and condemn real estate, where there is a contest, it is necessary that the plans of the proposed improvement, widening or modification of the River should be acted upon by the Chief Engineer and the Secretary of War. The seventh section of the act as stated by the Supreme Court has been amended by the act of March 3, 1899, so that it requires favorable action not only by the Secretary of War but also by the Chief Engineer.

Respectfully submitted,

CHARLES C. GILBERT,

Attorney.

The following is

THE OPINION OF THE GENERAL COUNSEL OF THE DISTRICT:

"CHICAGO, March 28, 1900.

To the Committee on Engineering, Sanitary District of Chicago, City:

GENTLEMEN—I have been asked the following questions:

First: What is the number of cubic feet of water per minute required to be maintained through the main channel of the Sanitary District at Chicago?

Second: Is the population mentioned in the organic act the population within the boundaries or the population of the area drained, and how is this population to be ascertained?

Section 23 of the Drainage Act, after prescribing what shall be the size and capacity of the channel and the flow of water through the channel under certain conditions, contains the following provision:

'If the population of the District drained into such channel shall at any time exceed one million five hundred thousand, such channel shall be made and kept of such size and in such condition that it will produce and maintain at all times a continuous flow of not less than twenty thousand cubic feet of water per minute for each one hundred thousand of the population of such district.'

At least part of the channel is required to be originally constructed to carry sufficient water, according to the above rule, to provide for a population of 3,000,000. The amount of water to be sent through the channel would, however, naturally be governed by the amount of drainage into the channel, and we think the act adopts this reasonable rule in providing in Section 23, as above quoted, that the flow of water required shall be gauged by the population of the 'district drained into such channel.' I think this is different from requiring the flow of water to be gauged by the population of the drainage district.

It is probably conceded that the census taken by the Federal authorities is the most reliable. I am informed that the population of the drainage district, as shown by the last Federal census, was much less than 1,500,000. I am also informed that by a recent school census the population of the whole district is larger, but that even by that census the population of the district actually drained into the channel is about 1,500,000.

Under these circumstances, I think the Sanitary District will comply with the law if it provides a flow at present of 300,000 cubic feet of water per minute.

A new census is about to be taken by the Federal authorities. It will probably be taken within two or three months. It will be very reliable. I think it would be advisable before passing upon the exact flow required to wait for the taking of the new Federal census.

Very respectfully yours,

(Signed) J. S. RUNNELLS."

REPORT IN REFERENCE TO AGREEMENT WITH THE CITY OF CHICAGO AS TO COMPLETION OF CERTAIN INTERCEPTING SEWERS, CONDUITS, INTAKES AND PUMPING STATIONS.

Mr. Smyth, Chairman, presented, and the Clerk read a report from the Committee on Engineering transmitting agreement in duplicate between the City of Chicago and the Sanitary District as to the completion of the system of intercepting sewers, conduits intakes and pumping stations; the report recom-

mending that the said agreement be executed by the President and Clerk (the same having been already partly executed by the officials of the City of Chicago) and that a copy of said agreement be placed on file with the Clerk of the District.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck Eckhart, Jones, Mallette, Smyth and Wenter—six. Nays—Mr. Carter—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT.

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents a form of agreement between the City of Chicago and the Sanitary District of Chicago based upon ordinances heretofore passed by the City Council of the City of Chicago on the 31st day of January, 1898, entitled "An Ordinance to modify the plans of the pure water commission, accepted March 1, 1897," and duly approved by the Mayor of said City of Chicago: and an ordinance passed by the Board of Trustees on the 4th day of February, 1898, by the Sanitary District accepting the conditions imposed upon said district by said ordinance of the said City Council and agreed to carry out the terms thereof; and an ordinance of the said City Council of the City of Chicago passed January 1, 1898, authorizing the Commissioner of Public Works to enter into such contract or contracts on behalf of the City of Chicago with said Sanitary District as shall be necessary to effect the result contemplated by said ordinances of the City Council of the City of Chicago. Said form of agreement providing as follows:

Said City of Chicago covenants and agrees to complete the system of intercepting sewers and conduits with such protecting piers, intakes, etc., for water from Lake Michigan, connections, discharge sewers and appliances that may be necessary thereto, and to complete such pumping stations and equip them if necessary with machinery, etc., and deliver same to the Sanitary District of Chicago; one of said pumping stations to be located at or near 39th street and another at or near Lawrence avenue in said City of Chicago; and, secondly, that said Sanitary District of Chicago agrees to take from said City of Chicago said pumping stations, fixtures, intakes, etc., the conduit from Lake Michigan in 39th street to the South Branch of the Chicago river and the conduit in Lawrence avenue through the Lawrence avenue intercepting sewer to the North Branch of the Chicago river, and all appliances, etc., and permanently hold and operate the same at the sole cost and expense of the Sanitary District.

That the agreement has been executed on behalf of the City of Chicago by the Commissioner of Public Works and the Mayor thereof, and that the same is in conformity, so far as the conditions are concerned, as the ordinance heretofore passed by the said City of Chicago and the said Sanitary District of Chicago, as aforesaid, copies of which are appended to said agreement.

The Committee, therefore, recommends that the agreement be executed on behalf of the Sanitary District by the President of the Board of Trustees, and attested by the Clerk of said District, and that a copy of said agreement be retained and placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) THOS. A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

(Accompanied by agreement in duplicate).

The following is

THE AGREEMENT:

This agreement, made this eighteenth (18th) day of November, eighteen hundred and ninety-nine (A. D. 1899) between the City of Chicago, on the one part, and the Sanitary District of Chicago, on the other part; *witnesseth*, that,

WHEREAS, On the thirty-first (31st) day of January, eighteen hundred and ninety-eight (A. D. 1898), the City Council of said City of Chicago passed an ordinance entitled "An Ordinance to Modify the Plans of the Pure Water Commission,

Accepted March 1st, 1897," which said ordinance was thereafter, on the second (2nd) day of February, eighteen hundred and ninety-eight (A. D. 1898) duly approved by the Mayor of said City of Chicago; and,

WHEREAS, On the fourth (4th) day of February, eighteen hundred and ninety-eight (A. D. 1898), the Board of Trustees of said Sanitary District of Chicago passed an ordinance wherein and whereby the said Sanitary District of Chicago accepted the conditions imposed upon said Sanitary District of Chicago by said ordinance of said City Council of the City of Chicago and agreed specifically to carry out the terms thereof; copies of both of which said ordinances are hereunto appended for the purpose of reference; and,

WHEREAS, The said City of Chicago is now engaged in carrying out the work shown and set forth upon and by said plans of the Pure Water Commission, as modified by said ordinance of January 31, 1898, and is about to construct certain pumping stations and intakes and to complete the intercepting sewer system and the conduits therein proposed; and,

WHEREAS, Said ordinance of said City Council of the City of Chicago, passed January 1, 1898, authorizes the Commissioner of Public Works of said City of Chicago to enter into such contract or contracts on behalf of said City of Chicago with said Sanitary District of Chicago as shall be necessary to effect the result contemplated by said ordinance of the City Council of the City of Chicago; now, therefore,

In consideration of the premises and of the agreements of the parties hereto, each with the other, the said parties do covenant and agree as follows, that is to say:

First—The said City of Chicago covenants and agrees to complete said system of intercepting sewers and conduits, with such protecting piers, intakes for water from Lake Michigan, connections, discharge sewers and appliances as may be necessary thereto, and to complete said pumping stations and to equip them with the necessary machinery and fixtures and to deliver to said Saitary District of Chicago possession of said pumping stations (and the sites thereof), machinery and fixtures, intakes, protecting piers, connections, the conduit from Lake Michigan in Thirty-ninth (39th) street to the South Branch of the Chicago River, the conduit from Lake Michigan in Lawrence avenue through the Lawrence Avenue Pumping Station, hereinafter mentioned, to the North Branch of the Chicago River, and all appliances and apparatus used in connection therewith; one of the said pumping stations to be located at or near Thirty-ninth street, in the City of Chicago, and to have a minimum pumping capacity of forty thousand (40,000) cubic feet of water per minute; another of said pumping stations to be located at or near Lawrence avenue, in the City of Chicago, and to have a minimum pumping capacity of thirty-five thousand (35,000) cubic feet of water per minute.

Second—The said Sanitary District of Chicago covenants and agrees to take over from said City of Chicago said pumping stations, (and the sites thereof), machinery and fixtures, intakes, protecting piers, connections, the conduit from Lake Michigan in Thirty-ninth (39th) street to the South Branch of the Chicago River, the conduit from Lake Michigan in Lawrence avenue through the Lawrence Avenue Pumping Station to the North Branch of the Chicago River, and all appliances and apparatus used in connection therewith and thereafter permanently to hold, maintain and operate the same for the sole uses and purposes of said system of conduits and intercepting sewers, and to keep the same in good repair, and to make all necessary improvements therein, and to increase, as may be required, the capacity thereof, at the sole cost and expense of the Sanitary District of Chicago.

Provided, however, that the conduits and pumping plants, and the sites and all plans therefor, and the intakes, shall, together with the necessary and requisite machinery and fixtures appertaining thereunto, or in any wise belonging thereto, be provided, constructed and furnished in a manner satisfactory to said Sanitary District of Chicago, at the sole cost and expense of said City of Chicago.

In testimony whereof, the said parties, the City of Chicago and the Sanitary District of Chicago, have respectively caused these presents to be executed by their proper officers and sealed with their cor-

porate seals, duly attested, the day and year first above written.

[SEAL] .....

(Signed) By L. E. McGANN,

Commissioner of Public Works of the City of Chicago.

Approved: CARTER H. HARRISON,

Mayor of the City of Chicago.

Attest:

WM. LOEFFLER,

City Clerk.

.....

By .....

President of the Board of Trustees of the Sanitary District of Chicago.

....

Clerk of the Sanitary District of Chicago."

(Accompanied by copies of ordinances of City of Chicago of January 31, 1898, and Sanitary District of February 4, 1898, for which see Proceedings of February 4, 1898, page 4540.)

COMMUNICATION ASKING FOR REMOVAL OF CENTER PIER BRIDGES SPANNING THE CHICAGO RIVER.

Upon behalf of the Chicago River Improvement Association, Mr. Jones presented a petition reciting the difficulties of navigating the Chicago River in its present condition and praying for the removal of the present center bridges in the Chicago River and the South Branch and the substitution of bascule bridges in lieu thereof. Mr. Jones stated that the Chicago River Improvement Association represented $60,000,000 of property interests deeply concerned in the navigation difficulties of the Chicago River, and that the membership of the association embraced the following interests: Coal, lumber, elevators, railroads, manufactories, mills, breweries, tanneries, packing houses, iron works, distilleries, oil companies, stock yards, glue works, sugar companies, gas companies, stone companies, street railways, electric light companies, shipping agencies and companies, and many dock and riparian owners along the river. Altogether the association owned and controlled about ten miles of river and slip frontage on the Chicago River.

Mr. Jones moved that the petition be printed in the proceedings of the Board and referred to the Committee on Engineering; and that this Committee be directed to grant a hearing to the representatives of the Chicago River Improvement Association in the consideration of this question.

The motion was seconded by Mr. Wenter and unanimously adopted.

The following is

THE COMMUNICATION:

April 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Chicago River Improvement Association, composed of the owners and lessees of all the dock, elevator, railroad, coal, lumber and other business property on the Chicago River and branches, represents to your honorable body:

That during the last six years it has spent much time and large sums of money in its endeavors to improve the condition of the Chicago River, in order that it may retain the commerce of the great lakes, which the City of Chicago is justly entitled to;

That it has been largely instrumental in procuring the several appropriations made by Congress for widening and increasing the depth of the river;

That the Government of the United States has virtually notified the City of Chicago and all parties interested that it will proceed no further with the work of improving the river until certain obstructions, such as the center pier bridges and the tunnels are removed and lowered;

That said center piers of bridges form an obstruction to the full flow of water which, by law, you are required to produce, without injury to the free navigation of said river, and prevent the uniform dredging of said river to the established depth of 21 feet;

That, in view of the fact that by formal action of your Board April 21, 1891, and September 22, 1897, and by many subsequent overt acts, your Board has assumed jurisdiction over the Chicago River for the purpose of using, widening, deepening and improving the same, it is believed by this Association that it is your legal duty to remove the center piers of bridges now obstructing the free flow of water and the navigation of said River;

That a grave emergency exists, creating a menace to millions of property and the future supremacy of the commerce of Chicago, which demands the immediate attention and relief of your honorable body.

Therefore, this Association respectfully

urge upon your honorable body the importance of immediately proceeding to remove or cause to be removed the existing center pier bridges spanning the Chicago River and its branches, and replace or cause the same to be replaced with bridges of such type as will leave the entire width of the River free from obstructions.

The Chicago River Improvement Association, by

GEO. J. BRINE,
Chairman.
L. O. GODDARD,
MURRY NELSON,
W. C. BROWN,
GEO. MERRYWEATHER,
FRANCIS BEIDLER,
T. T. MORFORD.

The following are

MEMBERS OF THE CHICAGO RIVER IMPROVEMENT ASSOCIATION.

Ames & Frost Company, Atchison, Topeka and Santa Fe Railroad Company, Chicago, Burlington and Quincy Railroad Co., Chicago Dock Company, Chicago Edison Company, Chicago Gas Light and Coke Company, Chicago, Milwaukee and St. Paul Railroad Company, Chicago Railway Terminal Elevator Company, Chicago, Rock Island and Pacific Railroad Company, Chicago Stove Works, Chicago and Alton Railroad Company, Chicago and Northwestern Railroad Company, Deering Harvester Company, Delaware, Lackawana and Western Railroad Company, W. N. Eisendrath & Co., Equitable Gas Light and Fuel Company, Gates Iron Works, Johnson Chair Company, Lehigh Valley Coal Company, George Lill Coal Company, Metropolitan West Side Elevated Railroad Company, National Elevator and Dock Company, Nebraska City Packing Company, Northern Trust Company, Palmer, Fuller & Co., Peabody Coal Company, Pennsylvania Coal Company, Peoples' Gas Light and Coke Company, The W. L. Scott Company, John Spry Lumber Company, Superior Lumber Company, Union Stock Yards and Transit Company, Wabash Railroad Company, Walker-Oakley Company, Western Warehouseing Company, Wright and Hills Linseed Oil Company, C. W. Elphicke & Co., P. D. Armour, Francis Beidler, Jonathan Abel, Walter Denegre, C. T. Boal, William A. Barton, Louisa G. Bigelow, A. Cass Canfield, Homer M. Chandler, Mary J. V. Chandler, Amanda S. Cook, Charles R. Corwith, Alexander B. Coxe, Mrs. Walter, Henry Dibblee, Adele Dinet, Estate of Charles Fargo, Lucius G. Fisher, Emanuel Frankenthal, L. C. Paine Freer, Charles W. Fullerton, Oliver B. Green, Henry Grusendorf, Estate of Thomas Hoyne, Estate Edson Keith, W. S. Johnston, Lewis H. Lawrence, Levi Z. Leiter, Henry Mann, James R. McKay, J. A. and J. B. and M. B. Kirk, William F. McLaughlin, W. E. Mortimore, Thos. Murdock, estate of Charles T. Parker, Charles E. Perkins, trustee; P. C. Porter, Cornelius Price, Julia A. Ray, M. C. and B. C., J. L. and J. A. Ray, O. S. Richardson, George A. Seaverns, Walter Sheriff, John G. Shortall, estate of David Sinton, Jennie L. Spry, Charles R. Steele, Christine Tegtmeyer, Samuel A. Tolman, Charles T. Tregs, Mrs. Isabel C. Walker, C. A. Welch, William W. Whitehead, Caroline C. Williams.

RESOLUTION IN REFERENCE TO PLANS FOR IMPROVEMENT OF CHICAGO RIVER, SUBSTITUTION OF BASCULE FOR CENTER PIER BRIDGES AND ESTIMATES AS TO COST OF PROPOSED IMPROVEMENTS.

Mr. Jones presented a resolution that the Committee on Engineering be directed to prepare adequate plans for widening and deepening the Chicago River and for the substitution of bascule for the most obstructive center pier bridges, and report said plans to this Board at the earliest practicable date, and that the Committee be directed to hold daily sessions until said plans are completed and submitted, or until further directed by the Board.

In the same connection Mr. Wenter presented a resolution that the Chief Engineer be directed to make approximate estimates as to the cost of widening the Chicago River from its fork at Lake Street through the South Branch to Robey Street to an approximate width of 200 feet and a depth of not less than 26 feet, said estimate to include the reconstruction of all bridges of a bascule type with a clearance of not less than 140 feet, said bridges to be constructed to allow a flow of water behind the abutments, if possible.

Mr. Eckhart, seconded by Mr. Mallette, moved that both the foregoing resolutions be referred to the Committee on Engineering.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE RESOLUTION OF MR. JONES.

"WHEREAS, It has become manifest that the Chicago River and the South Branch thereof, adopted by the Board of Trustees of the Sanitary District on September 22, 1897, as a portion of the Main Drainage Channel, are inadequate in their present condition to supply the volume of water required by the law of the State of Illinois for the sanitary purposes of this District without violating the conditions of the permit of the War Department of May 8, 1899, which prohibits a current unreasonably obstructive to navigation or injurious to property; and,

WHEREAS, It is of the utmost importance that the Board of Trustees of the Sanitary District shall take official cognizance of these conditions and requirements, and make such improvements in that portion of the Main Drainage Channel from Lake Street to Robey Street, commonly known as the Chicago River, as will enable the Board of Trustees to comply with the laws of the State of Illinois, creating and regulating the Sanitary District of Chicago, without injury to the navigation interests of the Chicago River; and,

WHEREAS, It is the sense of the Board of Trustees of the Sanitary District of Chicago that the full legal flow of water required by this District for its sanitary purposes can be secured without unreasonable interference with navigation by the widening and deepening of the Chicago River and the removal of the center pier bridges and the construction of bascule bridges in lieu thereof; therefore be it

Resolved, That the Committee on Engineering be directed immediately to prepare adequate plans for the improvement of the Chicago River and the widening and deepening thereof, and the prompt substitution of bascule bridges for the most obstructive center pier bridges, and to report said plans with all their details to this Board at the earliest practicable date;

Resolved further, That for the purposes aforesaid the Engineering Committee be dioected to hold daily sessions until these plans are completed and submitted, or until further directed by the Board."

The following is

THE RESOLUTION OF MR. WENTER.

"WHEREAS, The Chicago Sanitary and Ship Canal is now put to its usefulness after the expenditure of the sum of thirty-four million dollars; and

WHEREAS, It has been the policy of this Board in the acquirement of property to obtain a considerable amount on each side of the Canal; and

WHEREAS, The purpose of said acquirement of property was to spoil the material thereon excavated from the Canal, and in due time said spoil would be removed in order to make said property valuable for dock and manufacturing purposes; and

WHEREAS, The Chicago Sanitary and Ship Canal from its source at Robey Street to Summit, Illinois, a distance approximating five miles, is entirely cut through earth and soft material and therefore susceptible to widening by dredging or otherwise; and

WHEREAS, Over said distance the channel has not been cut to the original width of two hundred feet at the bottom with the necessary slope to carry 600,000 cubic feet, but the bridges constructed over said distance from Robey Street to Summit were so built that the outer abutments are set back far enough from the present embankment to allow the channel to be made the full width, the same as it has been constructed from Summit to Willow Springs, approximately two hundred and ninety feet at the water line; and

WHEREAS, The conditions were created with the end in view to ultimately dredge out the distance between Robey Street and Summit and make the channel uniform in width, not only to carry the increased flow but also to have a wide, navigable channel to insure fully the demands of navigation and commerce; and

WHEREAS, The dock property abutting said Canal from Robey Street to Lockport can only be made of great value by affording proper and easy access to said Canal through a wide and commodious stream, and by giving such access to the property it would have an inestimable value which would more than offset any cost that might be entailed in the construction of a wider channel to Robey Street, be it through the Chicago River or otherwise; and

WHEREAS, The constantly growing population will demand an increased flow of twenty thousand cubic feet per minute for every one hundred thousand inhabi-

tants, and such volume of water so required by law can more cheaply be furnished through the South Branch of the Chicago River than by any other new cut channel to furnish said increased supply; and

WHEREAS, It is an established fact that during the floods in the spring of 1892 the North Branch of the Chicago River brought down from its drainage area approximately 380,000 cubic feet per minute, which volume forced its way out to the Lake, and such conditions are apt to occur now, and if the South Branch of the Chicago River is not made of a capacity large enough to take care of said flood waters at the junction of the forks at Lake Street and through the South Branch into the Sanitary Channel, these flood waters will flow into the Lake and contaminate our drinking water; therefore, be it

Resolved, That the Chief Engineer of this District be directed to make approximate figures of cost for the widening of the Chicago River from its fork at Lake Street through the South Branch to Robey Street, maintaining an approximate width of two hundred feet with a depth of not less than twenty-six feet, with the assumption that the tunnels will be lowered by the City of Chicago; that said approximate estimate shall include the reconstruction of all bridges of a bascule type, with a clearance of not less than one hundred and forty feet, and said bridges to be so constructed that they will allow a flow of water behind the abutments if possible."

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 11, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, April 11, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held March 21, March 28 and April 4, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr Jones.

VOUCHERS.

The Clerk presented the following vouchers:

GENERAL ACCOUNT.

Samuel L. Hanks (ice)	$ 15 00	
Henry E. Adams (livery)	50 00	
Security Deposit Company (rent)	498 33	
		$ 563 33

POLICE DEPARTMENT.

F. A. Bartlett (repairs)	1 00

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Section 17)		417 80

ENGINEERING DEPARTMENT.

Continental Bolt and Iron Works (bolts)	$ 4 43	
Burke & James (photo supplies)	20 00	
The Chicago Towel Supply Company (toweling)	36 45	
Samuel L. Hanks (ice)	42 00	
Frederick Post Company (blue prints)	2 31	
Keuffel & Esser Company (drafting supplies)	4 80	
Pearson Bros. (blue prints)	9 55	
Eugene Dietzgen Company (blue prints)	30 70	
Hans Isak (gauge reading)	10 00	
Hayes Bros. (repairs)	10 06	
Wygant & Ayres (rent, Corwith)	12 50	
J. H. Alexander (rent, Lockport)	17 00	
Illinois Engraving Company (printing)	115 00	
W. T. Keating (expense)	49 47	
J. S. Hull (expense)	10 18	
H. B. Alexander (expense)	52 46	
G. M. Wisner (expense)	54 00	
Isham Randolph (expense)	349 49	
		$ 830 40

CONSTRUCTION ACCOUNT.

The Belt Railway Company of Chicago (LeMoyne Bridge)	$ 452 14	
The A., T. & S F. Ry. Co. (Sec. 8, Bridge)	357 11	
Chicago, Rock Island and Pacific Ry. Co. (Joliet Bridge)	90 23	
Pennsylvania Steel Company (C. T. T. Bridge)	6,299 72	
The Toledo Bridge Company (Belt Ry. Bridge)	2,585 96	
McArthur Bros. Company (Sec. O, excavation)	2,112 93	
Heldmaier & Neu (Sec. 17, crib)	869 41	
Heldmaier & Neu (Sec. 17, towpath bridge)	34 01	
Economy Light and Power Company (lighting)	148 00	
Werden Buck (cement)	45 40	
The Canal Commissioners (Bear Trap Dam)	96 00	
The Canal Commissioners (inspecting)	243 50	
The Joliet Bridge and Iron Company (Jefferson Street Bridge)	573 26	
The J. G. Wagner Company (Jefferson Street Bridge)	1,396 00	
The J. G. Wagner Company (Cass Street Bridge)	5,485 60	
Chicago Telephone Company (changing wires)	943 63	
Wilcox Bros. (lumber)	195 54	
The Marsh and Bingham Company (lumber)	350 88	
Francis Beidler Company (lumber)	898 89	
Weaver Coal Company (coal)	30 30	
Green's Dredging Company (Lock, Bridgeport)	2,004 88	
Continental Bolt and Iron Works (bolts)	83 98	
S. J. Stebbins Company (nails, etc.)	122 54	
Aug. Zander Company (By-pass)	340 86	
Thomas Moulding Company (By-pass)	2,010 41	
Joseph F. Haas, Clerk (Lock, Bridgeport)	6,700 12	
		$ 34,471 30

Grand total	$ 36,283 83

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers in favor of the Canal Commissioners for $96.00 and $243.50, Wilcox Bros. for $195.54, Francis Beidler Company for $898 89, Green's Dredging Company for $2,004 88 and Joseph F. Haas, Clerk, for $6,700.12, on all of which he voted nay*), Carter, Jones (*except as to vouchers in favor of the Canal Commissioners for $96.00 and $243 50, Wilcox Bros. for $195.54, The Marsh & Bingham Co. for $350.88, Francis Beidler Company for $898.89, Green's Dredging Company for $2,004 88 and Joseph F. Haas, Clerk, for $6,700.12, on all of which he voted nay*), Kelly, Mallette and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 596, Engineering Department (quarterly supplies).....$269 15
No. 1116, Clerical Department (5,000 lithographed letter heads) 15 00

Mr. Carter, seconded by Mr. Smyth, moved that Requisitions Nos. 596 and 1116, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of February, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Engineering Department for the month of February, 1900, giving the detailed operations of its several divisions.

The value of the construction work done for February was $81,977.31, divided as follows: Main Channel, $62,550.71; bridges, $19,426.60. The engineering expenses were $11,935.61, divided as follows: Salaries, $10,276.88; supplies, etc., $1,658.73.

Division of Construction.

Weather conditions on the whole were unfavorable to progress of work during the month. The temperature varied from 38 degrees above to 5 degrees below zero, Fahrenheit.

Chicago River—The contractors for the substructure of the By-pass did practically no work owing to the non-completion of the Van Buren Street work. The last arch on the superstructure was finished on the 23rd. This work was delayed very much by bad weather and the scarcity of cement. Considerable work was done during the month repairing the leak of the West Chicago Street Railway Tunnel.

The contractors for the dredging of the South Fork excavated 20,000 cubic yards, which was dumped into the Lake Front. Most of the material was a hard clay mixed with small pebbles.

The substructure for the Taylor Street Bridge was completed during the month as was also the substructure for the Van Buren Street Approach Span.

The work at the C. T. T. R. R. Co.'s Bridge near Taylor Street consisted of building the coffer-dam for the excavation for abutments on both sides of the river.

Illinois and Michigan Canal Lock No. 1—The work of constructing coffer-dams in connection with the reconstruction of this lock was begun on the 6th and practically completed at the end of the month.

Section "O"—The contractors for the substructure of the eight-track bridge employed a small force during the month fixing up their plant and preparing same for shipment.

The construction of a new trestle for the C. T. T. R. R. Co. was continued all the month, weather permitting.

Several carloads of machinery were received from Lockport and unloaded at the Robey Street warehouse.

Section "N"—The contractors on this

section employed a small force on odd days dismantling and removing the plant.

The last of the steel from the C., M. & N. R. R. Co.'s old right of way was removed and stored at Robey Street.

Section "K"—Work on the south abutment of the Belt Railway Company's Bridge was resumed on the 23d, but owing to bad weather very little work was accomplished during the balance of the month.

Section 8—At the Lemont Subway an average daily force of twenty laborers was engaged the greater portion of the month in the excavation of the highway road west of the Main Channel and putting same in condition for travel. The work of the A., T. & S. F. Ry. Co. consisted in placing the span of the bridge over the subway and riveting same. This work was begun on the 2d, completed on the 20th, and carried on by a gang of 11 men. A small force of laborers was also employed in changing track, laying rails and in miscellaneous work pertaining thereto.

Section 14—The work of wrecking the pumping plant continued during the month up to and including the 21st, at which time all work was finished and machinery, material, tools, etc., assorted and shipped to Robey Street warehouse.

Section 15—Fourteen men were employed the larger part of the month in the work pertaining to the Bear Trap Dam. A foot bridge was constructed over the Tail Race ditch south of the dam. The work of constructing an iron railing along the wall at the south end of the windage basin was continued and gauges were made and set and read daily at their various locations.

Section 17—Work on the Tail Race was continued throughout the month. Excavation was accomplished by the same means previously used and material loaded into five-yard dump cars and hauled to spoil area by locomotive. Earth excavation consisted of material taken from levee at north end of the new river channel and placed in old river bed so that the entire flow of the Desplaines River might be diverted into the new river channel.

Section 18—The work of concreting and cementing in tunnel was carried on from the 1st to the 9th, on which latter date this work was completed. The State dredge worked at and in the vicinity of Dam No. 1 the greater part of the month. The entire car plant of the contractors for this section was confined to the Tail Race work and continued throughout the month with intervals. The plant in operation consisted of one boiler, two steam drills, one channeler, two derricks, and one hoist engine, from the 1st to the 10th, at which time the plant was increased by two derricks, two steam drills and incline car system. The material taken from the Tail Race was placed in the levee embankment at McDonough Street.

The work of excavation of the old and for the new west abutment of the Cass Street Bridge was carried on from the 1st to the 22nd, when it was ready for concrete.

The building of the Jefferson Street Bridge super-structure was carried on with intervals throughout the month.

Division of Drafting and Designing.

The regular platting was continued on the contour maps between Lockport and Willow Springs, the fifty feet scale maps of the Chicago River, and the atlas of the right of way. Work was done on a profile of the Illinois River; on a map showing topography near Summit and a sounding map of the Chicago River. The following drawings were made: Plan for a building near the regulating works at Lockport; map of right of way from Chicago to Joliet, and descriptions of right of way in the cities of Chicago and Joliet.

The work of this branch of the office force, exclusive of the Drafting Department, was a continuation of the previous work.

Division of Records.

The work of this division for February has been carried on in the usual manner.

I estimate the expenses of this Department for the month of March will be $175,000.00.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,

Acting Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFICATION.	CLASSIFIED STATEMENT OF EXPENDITURES FOR FEBRUARY, 1900.			
	Salaries.	Supplies.	Total Eng. Expenses.	Construction.
Maps and Plans for General Use	$ 484 90	$ 32 86	$ 517 76	.....
Chicago River Improvement	1,991 80	134 21	2,126 01	$ 53,148 98
Right of Way	103 20	2 89	106 09	.....
Hydraulic Measurements	958 80	256 00	1,214 80	.....
Disposal Works and Joliet Project	3,021 17	668 47	3,689 64	40,490 55
Reg. Construction—Main Channel and River Diversion	1,204 75	60 30	1,265 05	3,061 06
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation and Step. St. Subway, Section 8.	214 66	10 25	224 91	6,304 93
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Section E	.....	.....	.....	98 13
Belt Ry. Co. of Chicago's Temporary Bridge, Main Channel, Section K	100 00	2 00	102 00	23 00
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Section K	150 00	10 29	160 29	3,487 05
A., T. & S. F. Ry. Co.'s Permanent Bridge and Track Deviation, Section N	.....	.....	.....	205 25
C., M. & N. R. R. Co.'s Permanent Bridge and Track Deviation, Section N	.....	.....	.....	—739 81
Panhandle Temporary Bridge, Main Channel, Section O	230 00	3 00	233 00	5,202 78
Panhandle Permanent Bridge, Main Channel, Section O	335 00	114 47	449 47	344 15
Canal Street Bridge, Chicago River	40 90	.....	40 90	....
Taylor Street Bridge, Chicago River	186 55	.....	186 55	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	261 40	....	261 40	1,009 52
Van Buren Street Approach Span, Chicago River	.....	1 63	1 53	925 72
Bear Trap Dam Permanent Bridge, Section 15	10 00	.....	10 00	.....
Towpath Permanent Bridge, Section 17	10 00	.....	10 00	.....
Jefferson Street Temporary Bridge, Section 18	.....	.....	.....	23 32
Jefferson Street Permanent Bridge, Section 18	95 00	227 87	322 87	.....
Cass Street Permanent Bridge, Section 18	140 00	4 00	144 00	1,335 42
C., R. I. & P. Ry. Co.'s Bridge, Section 18	15 00	.....	15 00	.....
Mortar, Sand and Cement Tests	323 75	31 89	355 64	....
Photographs of Works	150 00	92 60	242 60	.....
Improvement of I. & M. Canal between Bridgeport and Lockport	250 00	6 00	256 00	.....
Totals	$10,276 88	$1,658 73	$11,935 61	$114,920 05

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During February, 1900.

DESIGNATION.	Main Channel. Glacial Drift. Cu. Yds.	Main Channel. Solid Rock. Cu. Yds.	Main Channel. Masonry and Concrete. Cu. Yds.	Main Channel. Piles. Lineal Feet.
Chicago River	20,000	.....	136.49	327
Section O	3,960	.....	.....	.....
Section 17	3,900	5,100	.....	.....
Section 18	.....	7,100	55	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	3,288	.....	250.56	.....
A., T. & S. F. Ry. Co's. Bridge, Main Channel, and Stephens Street Subway, Sec. 8	.....	1,200	—19.9	.....
Cass Street Bridge, Sec. 18	355	69	10	.....
Totals	31,503	13,469	432.15	327

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Done During February, 1900.

DESIGNATION.	Main Channel.	Bridges.	Totals.
Chicago River	$15,711 10	.....	$ 15,711 10
Section O	1,611 95	$ 5,202 78	6,814 73
Section N	998 61	.....	998 61
Section K	.....	23 00	23 00
Section E	.....	98 13	98 13
Section 12	18 00	.....	18 00
Section 14	432 50	.....	432 50
Section 17	14,530 87	.....	14,530 87
Section 18	27,799 68	23 32	27,823 00
Disposal Works	1,448 00	.....	1,448 00
Van Buren Street approach span, Chicago River	.....	1,057 97	1,057 97
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	1,153 74	1,153 74
Eight-track Bridge, Main Channel, Section O	.....	344 15	344 15
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N	.....	—739 81	—739 81
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N	.....	205 25	205 25
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K	.....	3,959 69	3,959 69
A., T. & S. F. Ry. Co.'s Bridge, M. C., and Stephens Street Subway, Sec. 8	.....	6,572 58	6,572 58
Cass Street Bridge, Section 18	.....	1,525 80	1,525 80
Totals	$62,550 71	$19,426 60	$ 81,977 31

REPORT IN REFERENCE TO RELEASE ON SURETIES ON BONDS FOR COMPLETION AND UNWATERING OF SECTION O.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, communication from the City Trust, Safe Deposit and Surety Company of Philadelphia and report of the Attorney of the District to the Committee as to the reduction of the bond of the McMahon & Montgomery Company in the sum of $25,000, given for the completion and unwatering of Section O of the Main Drainage Channel in accordance with the action of the Board at the meeting held March 1, 1899, (page 5503 of the Proceedings), the report recommending that the surety on said bond be released from further liability, the contractors, however, to remain liable thereon.

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, March 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Fi-

nance reports that a request has been made by The City Trust, Safe Deposit and Surety Company of Philadelphia, on behalf of the McMahon and Montgomery Company, et al., for the release of the bond of said contractors, heretofore given by said contractors to the District for the completion and for the unwatering of Section "O" of the Main Drainage Channel. That the work upon said section has been fully completed and that a final certificate was awarded to said contractors on the 1st of March, 1899 (page 5509 of the Proceedings). That no claims are on file with the District against said contractors on said Section "O". That inasmuch as the section has been completed and the water permanently turned in from the Chicago River into the Main Drainage Channel the necessity for unwatering said section has become obviated and the condition of the bond of said contractors in this regard relieved.

The Committee, therefore, recommends that the surety on the bond of the said McMahon and Montgomery Company, et al., be and the same is hereby released from further liability thereon; provided, however, that the contractor shall remain liable thereon.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES.
Committee on Finance."

(Two enclosures).

REPORT IN REFERENCE TO PURCHASE OF LAND FROM MARY J. V. CHANDLER ET AL. AND GUARANTEE AS TO SAME.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering setting forth that the Committee has reached an agreement with Mary J. V. Chandler, Hannibal H. Chandler, Jennie W. Spry and John C. Spry for the purchase of certain land, as set forth in the report, for the sum of $1.00 per square foot, and recommending that the Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to said parties the sum of $1.00 per square foot in full payment for same when said parties shall have executed a good and sufficient warranty deed for the premises described, the report also recommending that the President be authorized and directed to guarantee that the said Sanitary District will save and keep harmless the Government of the United States from all damage suffered by said parties on account of work done by the United States Government on the above described property.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering has reached an agreement for the purchase of land necessary for the corporate purposes of the District from the persons hereinafter named at the prices stated, to-wit:

From Mary J. V. Chandler, Hannibal H. Chandler, Jennie Wilce Spry and John C. Spry, the land hereinafter described for the sum of one dollar ($1.00) per square foot.

Your Committee therefore recommends that the Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to the said Mary J. V. Chandler, Hannibal H. Chandler, Jennie Wilce Spry and John C. Spry, when said parties shall have executed to the District a good and sufficient warranty deed conveying the premises hereinafter described, pursuant to contract hereto attached, the sum of one dollar per square foot in full payment for the following described lands, to-wit:

All that part of Lots 24 and 25 in Greene's South Branch Addition to Chicago, being the north fractional part of Section 29, Township 39 North, Range 14 East of the 3rd P. M., excepting the east 16.72 acres thereof, described as follows:

Beginning at a point on the east line of Throop street 262 feet southerly of the north-west corner of said Lot 24, thence running north-easterly on a straight

line, intersecting the east line continued of said Lot 25 at a point 304 feet south-easterly of the north-east corner of said Lot 25, the above described line being the northerly boundary line of the tract of land recently purchased by the Sanitary District of Chicago; thence north-westerly along the east line of said Lot 25 to a point 263.5 feet south-easterly of the north-east corner of said Lot 25; thence south-westerly on a straight line to a point on the west line of said Lot 24, said west line being the east line of Throop street, 208.5 feet south-easterly of the north-west corner of said Lot 24; thence southeasterly along the east line of said Lot 24 to the point of beginning.

Your Committee further recommend that the President of the Board be authorized and directed to guarantee, in the name of the District, that the said Sanitary District will save and keep harmless the Government of the United States from all damages suffered by said Mary J. V. Chandler, Hannibal H. Chandler, Jennie Wilce Spry and John C. Spry on account of work done by the said United States Government upon the above described property.

Respectfully submitted,

(Signed) THOS. A. SMYTH,
Chairman.
JOSEPH C. BRADEN,
J. P. MALLETTE,
Z. R. CARTER,
FRANK WENTER,
ALEX J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Accompanied by form of agreement.)

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR WORK ON SECTION 16.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with Messrs. Hayes Bros. for work on Section 16, the same having been presented and referred to that Committee at the meeting held March 21, 1900, (page 6352 of the Proceedings), the report recommending that the President and Clerk of the District be authorized and directed to pay to said Messrs. Hayes Bros. in the usual form the sum of $9,961.66, the amount found to be due in said final certificate of the Chief Engineer.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred, at the meeting of the Board held March 21, 1900 (page 6352 of the Proceedings), the final certificate of the Chief Engineer of the District with reference to the contract of Messrs. Hayes Brothers for work on Section 16, reports that the Committee has examined said final certificate and fully considered the subject matter thereof, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay to said Messrs. Hayes Brothers, in the form in which payments are usually made by the District, the sum of $9,961.66, the amount found to be due in said Chief Engineer's final certificate as aforesaid.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
Z. R. CARTER,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
ALEX. J. JONES,
Committtee on Engineering."

(One enclosure.)

The following is

THE CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I hereby certify that Hayes Brothers, contractors for Section 16, have completed all of the work covered

by their contract, dated April 18, 1898, and for work done under my written order, dated June 12, 1899, and my verbal order as to change of price for the supplying and placing of gravel on the Wire Mills road; all of which work has been accomplished to the full satisfaction of the Chief Engineer.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The present statement of this contract is as follows:

Excavation, 202,367 cubic yards at 39c	$78,923 13
Lockport road, broken stone, 1,225 cubic yards at $1.00	1,225 00
Lockport road, gravel, 609 cubic yards at 80c	487 20
Wire Mills road, broken stone, 2,517 cubic yards at $1.35	3,397 95
Wire Mills road, gravel, 991 cubic yards at $1.35	1,337 85
Total amount of contract	$85,371 13
Amount paid on previous voucher.	75,409 47
Amount due and unpaid	$ 9,961 66

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO REPORT TRANSMITTING COMMUNICATION FROM LEMONT LIMESTONE COMPANY AS TO LEASE OF CERTAIN DOCKAGE LAND.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to the report from that Committee transmitting a communication from the Lemont Limestone Company as to lease of certain lands owned by the District for dockage purposes, which was presented to the Board at the meeting held March 28, 1900, (page 6361 of the Proceedings), and recommitted to the Committee on Engineering; the present report recommending that the original report be adopted; provided, that there be added to the form of lease submitted with said original report a clause stating that it is understood and agreed the lease shall be subject to the easement of the Sanitary District for purposes within its corporate powers not destructive or unnecessarily injurious to the rights and privileges of the party of the second part.

Mr. Smyth, seconded by Mr. Jones, moved that the present report be adopted and the recommendations contained therein concurred in, these recommendations also covering the adoption of the original report with the provision as set forth.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion lost.

The following are

THE REPORTS:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to whom was re-referred at the meeting of the Board held March 28, 1900, the report of the Committee on Engineering with reference to the proposition of the Lemont Limestone Company for the lease of dockage lands described in said report, recommends that said report be adopted; provided, however, that there be added in the form of lease submitted between the District and the Lemont Limestone Company the following clause.

It is further understood and agreed that this lease shall be subject to the easement of the Sanitary District of Chicago for all purposes within its corporate powers not destructive or unnecessarily injurious to the rights and privileges of the party of the second part.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Five enclosures, including form of lease.)

"CHICAGO, March 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on En-

gineering having had under consideration the proposal of the Lemont Limestone Company for a lease of dockage lands, hereinafter described, from the District, reports as follows:

That the Committee has ascertained upon investigation that a fair cash rental value of said dockage lands at the points hereinafter designated is the sum of two dollars per lineal foot per annum; that the terms of said lease should run for one (1) year; that the portions sought to be leased are described as follows:

One hundred feet on the south bank of the Channel and extending about 100 feet back, the location of the same being about 1,000 feet west of the east line of Section 19, in Township 37 North, Range 11 East, in Cook County, Illinois.

And, also, 100 feet of dock front on the west bank of the Channel, in the southeast quarter of Section 26, Township 37 North, Range 10 East, in Will County, Illinois, together with a right of way 16 feet wide, extending from the center of Section 26 and in a southeasterly direction to the Drainage Channel.

All of said land to be used for the purpose of shipping stone.

The Committee recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, a lease for said tracts of land in the form heretofore approved by the Board of Trustees, except as the same may need to be altered and modified as to dockage front lands, for the period of one (1) year from the date of the execution of same, with a stipulated rental of two dollars ($2.00) per lineal foot, that is to say, two dollars ($2.00) per running foot along the bank of the Main Drainage Channel; provided, however, that said lease be executed when the same shall have been duly executed by the Lemont Limestone Company.

Respectfully submitted,

(Signed) J. P. MALLETTE,
ZINA R. CARTER,
B. A. ECKHART,
JOS. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
Committee on Engineering."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUBSTRUCTURE OF BRIDGE FOR TAYLOR STREET, IN THE CITY OF CHICAGO.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with the Chicago Bridge and Iron Company for the construction of the substructure of the bridge for Taylor Street, in the City of Chicago, the report recommending that the President and Clerk of the District be authorized and directed to pay in the usual manner the sum of $6,537.29 to said Chicago Bridge and Iron Company when said company shall have executed a receipt and release in full of all claims and demands whatsoever.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to which was referred at the meeting of the Board of Trustees held March 31, 1900 (page 6352 of the Proceedings), the final certificate of the Chief Engineer in favor of the Chicago Bridge and Iron Company, for the construction of the substructure of the Taylor Street Highway Bridge crossing the Chicago River, reports that the Committee has examined said certificate and considered the subject matter thereof, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay, in the usual manner, the sum of $6,537.29 to said Chicago Bridge and Iron Company, the amount found to be due in said Chief Engineer's final cer-

tificate aforesaid, when said company shall have executed on its part a receipt and release in favor of the District discharging it from all further claims or demands of whatsoever kind or nature, arising from, or growing out of, the contract for said substructure.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
ALEX. J. JONES,
WM. BOLDENWECK,
THOMAS KELLY,
Committee on Engineering."

(Two enclosures.)

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Chicago Bridge and Iron Company has completed all of the work covered by its contract, dated May 8, 1899, and under orders of our Bridge Engineer for the driving of piles on a batter and in coffer-dam, for the construction of the substructure for the Taylor Street Highway Bridge crossing the Chicago River. This certificate is given in accordance with Clause 64 of the Chicago Bridge and Iron Company's contract with this District, and is subject to any unaccrued or unmatured obligations imposed by said contract.

The present statement of this contract is as follows:

Excavation, 2,933.9 cubic yards at 55c	$ 1,613 65
Sheet piling and bracing, 289,390 feet B. M. at $40.00	11,575 60
Timber in protection, 9,072 feet B. M. at $50.00	453 60
Piles delivered, 19,405 lineal feet at 20c	3,881 00
Piles driven in foundations, 6,242 lineal feet at 33c	2,059 86
Piles driven in protection, 5,750 lineal feet at 30c	1,725 00
Piles driven in a batter, 74 lineal feet at $15.00	1,110 00
Portland cement concrete, 1,087.86 cubic yards at $6.60	$ 7,179 88
Masonry, 138.9 cubic yards at $15.40	2,139 06
Piles in coffer-dam, 3,255 lineal feet at 25c	813 75
Removal of old abutments, lump sum	2,200 00
Iron placed in foundations, 22,640 lbs. at 40c	905 60
Total cost of substructure contract	$35,657 00
Amount paid on previous vouchers	29,119 71
Amount due and unpaid	$ 6,537 29

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT TRANSMITTING FORM OF CERTAIN LEASES FOR DISTRICT LAND.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting form of proposed leases of District lands with Timothy Carroll, Herman Frendry, Frank Brokowsky, George Nagel, Joseph Bumberg and Modesto Lenzi, the report setting forth that said leases are in conformity with the form of lease heretofore adopted, and recommending that the President and Clerk be directed to execute same when each of said parties shall on his part have executed the same and complied with the terms and conditions thereof which may be necessary as conditions precedent to their execution.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Mallette, Smyth and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents certain forms of ground leases to be executed by the District with the parties hereinafter mentioned for the lease of lands owned by the District along the banks of the Main Channel. The lands rented

out are to be used for farming and grazing purposes. The following are here submitted for approval:

To Timothy Carroll, the land hereinafter described at an annual rental of $52.50 per annum, payable in advance. Said land is described as follows: A tract of land containing fifteen acres, more or less, situate in the north-west quarter of Section 14, Township 37 North, Range 11, East of the 3rd P. M., and lying between the northerly reserve line of the Illinois and Michigan Canal and a line parallel to and 200 feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago; the above described parcel of land falling within the limit of Contract Section 5, of the Sanitary District of Chicago, and is in the County of Du Page, and State of Illinois.

To Herman Frendry, the land hereinafter described, at an annual rental of $24.50 per annum, payable in advance. Said land is described as follows: Lots 3 and 4 of the subdivision of Lot 13 in Carrington's subdivision of the south half, north of river, of Section 6, Township 37 North, Range 12, East of the 3rd P. M., lying north of the Desplaines River and south of the southerly right of way line of the Chicago, Santa Fe and California Railway Company, in Cook County, State of Illinois, containing seven acres more or less.

To Frank Brokowsky, the land hereinafter described, for which he is to pay a rental of $30.00 for the term beginning November 1, 1899, and ending April 30, 1900; said amount to be paid in advance. Said land is described as follows:

A strip of land containing twenty acres, more or less, in Sections 15 and 16, Township 37 North, Range 11, East of the Third P. M.; otherwise described as a strip of land lying between a line 150 feet distant from, measured at right angles, in a southerly direction, and parallel to the south bank of the new diversion of the Desplaines River and a line 200 feet distant from, measured at right angles, in a southerly direction, and parallel to the north bank of the Main Drainage Channel of the Sanitary District of Chicago, in Contract Section 6, in Cook County, State of Illinois.

To George Nagel, the land hereinafter described, at an annual rental of $105.00, payable in advance. Said lands being described as follows: A strip of land in Contract Section 6 of the Sanitary District of Chicago, lying between the westerly reserve line of the Illinois and Michigan Canal and a line parallel to and 200 feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago, containing thirty acres, in the County of Cook and State of Illinois.

To Joseph Bumberg, the lands hereinafter described, at an annual rental of $35, payable in advance, said land being described as follows: A tract of land containing ten acres and situate in the west half of Section 5, Township 37 North. Range 12, East of the 3rd P. M., lying between the westerly reserve line of the Illinois and Michigan Canal, and a line parallel to and 200 feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago, the above described tract of land lying within the limits of Contract Section 1, of the Sanitary District of Chicago, in the County of Cook and State of Illinois.

To Modesto Lenzi, the lands hereinafter described, at a rental of $280.00 per annum, payable in advance, said lands being described as follows:

A strip of land containing 80 acres, more or less, in Sections 22, 23, 27 and 28, in Township 38 North, Range 12, East of the Third Principal Meridian, otherwise described as a strip of land lying between a line 150 feet distant from, measured at right angles, in a southerly direction, and parallel to the south bank of the new diversion of the Desplaines River, and a line 200 feet distant from, measured at right angles, in a northerly direction, and parallel to the north bank of the Main Drainage Channel of the Sanitary District of Chicago, in Contract Sections "B" and "C" of said Sanitary District, in the County of Cook and State of Illinois.

That said leases are in conformity with the form of lease heretofore adopted by the Board of Trustees for use in cases as above.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said leases to the parties, respectively, as above set forth, for the lands as above described, when each of said parties shall, on his part, have executed the same and complied with the terms and conditions thereof, which may be

deemed necessary, as conditions precedent to the execution of said leases.

Respectfully submitted,

(Signed) THOMAS A. SMITH,
Chairman,
J. P. MALLETTE,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
ALEX J. JONES,
Committee on Engineering."

(Accompanied by Attorney's report and forms of six leases in duplicate.)

REPORT IN REFERENCE TO COMMUNICATION FROM C. ALLARD.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, a communication from C. Allard requesting the use of certain cuts used in the memorial to Congress, the report recommending that said cuts be procured and sent to said Allard.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Mallette, Smyth and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering transmits herewith a communication from one C. Allard requesting cuts printed in the Memorial to Congress, heretofore printed by order of the Board of Trustees, to be sent to said Allard for reproduction in the *Illinoian Star*, a daily and weekly paper published in Beardstown, Illinois. Inasmuch as it has been represented that the use of said cuts will be mutually beneficial to the paper mentioned and to the Sanitary District, the Committee recommends that the same be procured and sent to said C. Allard for use as aforesaid.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
ALEX. J. JONES,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

REPORT ON RESOLUTIONS AND ORDER IN REFERENCE TO PLANS FOR IMPROVEMENT OF CHICAGO RIVER, SUBSTITUTION OF BASCULE FOR CENTER PIER BRIDGES AND ESTIMATES AS TO COST OF PROPOSED IMPROVEMENT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, the resolutions of Trustees Jones and Wenter as to plans for improvement of Chicago River, substitution of bascule for center pier bridges and estimates as to cost of proposed improvements, presented and referred to that Committee at the meeting held April 4, 1900, (page 6393 of the Proceedings), the report also transmitting the legal opinion of the Attorney and General Counsel of the District in reference to the matter, and recommending that an order accompanying the said report as a substitute for the said resolutions be adopted by the Board, and that the Engineering Committee be directed to prepare plans for the bridges as provided in said order with a view to an ultimate channel of 30 feet depth and 200 feet width when the Sanitary District is in a financial condition to meet the expenditures required.

In the same connection Mr. Wenter was granted permission, by unanimous consent, to present a minority report embodying his views in reference to the matter, and later presented said report accompanied by an estimate of the Acting Chief Engineer and Mr. Wenter's motion in Committee in reference to the matter.

Mr. Smyth, seconded by Mr. Jones, moved that the majority report of the Committee be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

Before voting, Mr. Mallette made the following explanation, which he desired to have recorded in the Proceedings, permission being granted by unanimous consent:

"I would like to explain my vote. I am in favor of adopting a policy that will answer for all time to come in reference to the Chicago River, but I do not wish to advocate that policy until we see our way to care for the interests of the district.

The following is

THE MAJORITY REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, having had under consideration the resolutions submitted respectively by Trustee Jones and Trustee Wenter on April 4, 1900, respectfully report the accompanying order as a substitute for said resolutions and recommend that the same be adopted by your Honorable Body.

The opinion of the legal department to the Engineering Committee, herewith submitted, leaves no doubt as to the ability of the Sanitary District to expend money for the removal of center pier bridges and the erection in place thereof of the bascule bridges wherever the same may be necessary for the sanitary purposes of the District.

Your Committee therefore find that wherever the presence of center pier bridges in the Chicago River may obstruct the legal flow of water required by our act under present or future conditions of population, it is competent for the Sanitary District to make any expenditures necessary in the construction of bascule bridges or other improvements to meet these legal requirements.

A communication submitted to the Committee on Engineering by the Acting Chief Engineer, and hereto appended, shows an estimate of $10,092,085 and $11,132,738, respectively, as the cost for alternative plans to improve the Chicago River to secure a uniform width of 200 feet and a uniform depth of 26 feet.

While your Committee fully concur in the desirability, wherever practicable, of a channel of 200 feet width, it is quite of the opinion that a depth of 26 feet would be inadequate to meet the development of the future in the construction of deep draft vessels on the Great Lakes. The undersigned members are unalterably of the opinion that all our plans for the future improvement of the Chicago River should be permanent in scope and sufficient to subserve the interests of navigation, and meet the needs of the Sanitary District for all time to come. A channel 200 feet wide and 30 feet deep will, in the opinion of your Committee, establish the great cross section requirements necessary to supply the needs of the Sanitary District for the next generation.

Your Committee therefore further recommend that, in the consideration of the order herewith submitted, the Engineering Committee be directed to prepare plans for said bridges with a view to an ultimate channel of thirty feet depth and 200 feet width, so that the proper ground work may be laid for a rational and comprehensive system of improvements when the Sanitary District is in a financial condition to meet the expenditures required. Under our present Sanitary District law, both as to taxation and the issue of bonds, the Board will have at its disposal for the next two years only about three million dollars which could be diverted to the improvement of the Chicago River. Manifestly, therefore, the adoption and attempted prosecution of a plan requiring an early expenditure of from ten to eleven million dollars is entirely out of the question — particularly if this expenditure is to be made on the basis of only 26 feet depth of channel. No amendment to the bond issuing clause of the Sanitary District could be made by the General Assembly, which would permit the issue of a total of more than two million dollars in excess of the present bonding powers of the District, since the constitution of the State prohibits a bond issue by any municipality in excess of five per cent of the value of its taxable property. Only by such an amendment of the law as will permit an extension of the burdensome one and-a-half per cent tax levy for a series of years can be met, the expenditures required for these vast improvements. A pronounced public sentiment should, in the opinion of your Committee, be evidenced by the taxpayers of the Sanitary District before

your Honorable Body should adopt plans calling for such a vast expenditure.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE ORDER:

"*Ordered*, That the Committee on Engineering be directed, at the earliest possible date, to adopt plans and advertise for the construction of three bridges of a bascule type at the most necessary points on the Chicago River, to overcome the inconvenience to navigation occasioned by the current of the Main Drainage Channel."

The following is the

OPINION OF THE ATTORNEY AND GENERAL COUNSEL:

"April 5, 1900.

To the Honorable the Committee on Engineering:

GENTLEMEN—In obedience to your instructions, I herewith submit my opinion as to the legality of making the improvements mentioned in the resolutions offered, respectively, April 4, 1900, by Trustee Jones and Trustee Wenter.

Section 17 of the Act of 1889, under which the District is organized, provides:

'When it shall be necessary in making any improvements which any district is authorized by this act to make to enter upon any public property, or property held for public use, such district shall have the power so to do, and may acquire the necessary right of way over such property held for public use in the same manner as is above provided for acquiring private property, and may enter upon, use, widen, deepen and improve any navigable or other waters, waterways, canal or lake; *provided*, the public use thereof shall not be unnecessarily interrupted or interfered with, and that the same shall be restored to its former usefulness as soon as practicable.'

The subject matter of the two resolutions pertains to the widening and deepening of the Chicago River and its branches, as well as the removal of obstructions in the same, that is, structures which are obstructive of the flow of water required by the act creating the District.

Without commenting upon the facts stated in said resolutions, I beg leave to say that I am of the opinion that, under the provisions of the statute above quoted, that is Section 17, the District has the power to enter upon, use, deepen or widen and improve the Chicago River or its branches if, in the sound discretion of the Board of Trustees, it is reasonably necessary so to do to acquire a sufficient flow of water for the present population draining into the District, or the population which, in the judgment of the Trustees, may drain into the Chicago River within the near future. Hence it necessarily follows, in my judgment, that it is within the power of the District to make the improvements indicated in the aforesaid resolutions.

In conclusion I beg leave to state that inasmuch as the resolution offered by Trustee Wenter assumed that the City of Chicago will lower the tunnels, and this question was not specifically mentioned in the resolution offered by Trustee Jones, I have not in this connection considered the power of the District to lower or remove the tunnels.

Respectfully submitted,

CHARLES C. GILBERT,
Attorney."

I concur in the foregoing.

J. S. RUNNELLS.

The following is

THE MINORITY REPORT:

"CHICAGO, April 10, 1900.

Minority Report to the Board from the Engineering Committee:

GENTLEMEN—In presenting my report I desire to state that I am heartily in favor of constructing, as speedily as possible, such bridges of a bascule type along the South Branch of the Chicago River, at such time and in such places, when and where it would interfere in the least with the travel between the west and south sides of the river. The Sanitary Ship Canal having been opened for more than three months and

the people of this city being fully aware of the benefits which are being derived pertaining to their good health, and in addition to that the further benefits which are conceded by good medical authority in acknowledging that the opening of the Sanitary Ship Canal has had a good effect in decreasing the mortality in this city. All these benefits have been derived and will show themselves in a much larger degree in the future, as soon as the Thirty-ninth Street and Lawrence Avenue conduits are completed and the intercepting sewers connecting with said conduits are put into practical operation. The furnishing of the necessary water, according to the Sanitary District law, through the Chicago River, has not been entirely satisfactory, as the current so created has interfered more or less with navigation; however, said current can be regulated and made much slower, but the volume of water will thereby not be furnished to its maximum capacity as required. However, the people are not likely to get impatient if the full volume is not attained now, providing adequate preparations are made to comply with the law anticipating the demands of the future.

In making this, my minority report, differing from the majority only to the extent that I believe in the progressive development of an approximate width of 200 feet and a depth of 26 feet along the South Branch of the Chicago River, I take the position that inasmuch as the Sanitary Ship Canal is put to its usefulness giving the people the benefit which they expected to get, therefore, any improvements that are now being made for the future shall be made of such a character that they shall be permanent and lasting. I furthermore believe and am firmly convinced that the South Branch of the Chicago River is the proper channel to furnish any additional flow of water that will be needed for the increasing population in complying with the Sanitary District law, and I furthermore believe and am firmly convinced that any money so expended for the enlargement and improvement of the South Branch of the Chicago River for the purpose of securing the additional amount of water to be adequate for the future growth of this city will of necessity be of the greatest benefit to the commercial interests of this great city. Therefore, I am convinced that any bridge construction of whatever nature along the South Branch of the Chicago River should be of a character to allow and permit of widening the said branch of the river to a width of not less than 200 feet and allowing thereby the greatest maximum flow of water under said bridges so constructed.

I believe it is good sound policy that after the Sanitary District of Chicago has expended $34,000,000 on a channel which is within four and one-half (4½) miles of the forks of the North and South Branches at Lake Street and having expended on said Drainage and Ship Canal between Robey Street and to a point near Summit an enormous amount of money for the most elaborate style of swing and movable bridges, placing said outer abutments of said bridges approximately 300 feet apart, thereby demonstrating the fact that ultimately the great entrance to said Sanitary Ship Canal shall be from Chicago, either across Twenty-second Street or through the South Branch or the Chicago River and not by way of the Calumet region through a territory the people of which have never contributed one penny towards this great enterprise; to the contrary, at the last legislative session they point-blank refused to be annexed to this District, as a great corporation that has more or less influence in legislation along the Calumet defeated said annexation. Therefore, as conditions exist, there is but one scheme to make a great inlet to our Sanitary Ship Canal, and that is through the South Branch of the Chicago River. There are no obstructions in the way of a nature that would bring on an endless litigation. A channel across Twenty-second Street or anywhere in that vicinity, to serve as a navigable inlet to the Sanitary Ship Canal, would bring on an endless litigation that could not be settled in a lifetime. All these facts that are herewith cited bring this great question of having an adequate inlet to the Sanitary Ship Canal, thereby connecting it with its entire length of 28 miles. Parallel of said ship canal the Sanitary District owns and controls approximately 7,000 acres of land, being in control of the finest dock property on each side of said canal; spanned with the most magnificent movable type of bridges, thereby making the same available for docks and manufacturing sites, the equal of which cannot be found anywhere in the world. Said inlet, I am fully convinced in setting forth the above facts and many others that can be brought forward, must come through the South Branch of the Chicago River, and every dollar so expended on said South Branch of the Chicago River, admitting it to be ten millions of dollars, will add more than

ten million dollars to the value of the property along said Sanitary Ship Canal for its entire distance of 28 miles. Aside from that, it will solve the drainage question of Chicago and give us the necessary water for all future time to come, and in addition to that the building and widening of said channel to a width of 200 feet with the most modern type of bridges will place Chicago in the front rank as the greatest inland seaport on this continent. The financial question that was raised in the Committee is not a force of any great consequence. It must be borne in mind that the expenditure of $10,000,000 for the widening and deepening of the South Branch to a width of 200 feet and a depth of 26 feet with the necessary bridge construction, is not to be collected from the people, in one, two, three or four years; but, to the contrary, be extended over a period of years, if at all, if the same is to be raised by direct taxation. I believe, however, the tendency is towards a higher valuation of property and a decrease in the percentage of the tax levy which would mean an increase of the bonded indebtedness; that could be done simply by an amendment to the drainage act, allowing a higher bond issue than $15,000,000, thereby making it a possibility to make this improvement solely through the sale of additional bonds. The National Government will undoubtedly be persuaded to contribute a good share toward this improvement. Considering the financial question and the value of the improvement to be made, it should not bar the people of this great city from receiving the vast benefit to be derived in a sanitary and commercial way.

There is another reason why the South Branch should be enlarged to carry at least 400,000 cubic feet per minute of water from its intersection at Lake Street to the entrance of the Sanitary Ship Canal. In 1892 during a flood period in this city, the North Branch brought down from its drainage area a vulume of 380,000 cubic feet of water per minute. In 1888 another flood took place but at that time no measurements were taken. Said water that came down from the North Branch in 1892 with a large addition from the flood area of the South Branch found its way out into the lake, thereby polluting our drinking water. Such conditions are likely to occur almost at any time. The only provision that can be made to avoid said recurrence is the enlargement of the South Branch at the intersection at Lake Street to the inlet of the Sanitary Ship Canal to take care of said flood waters when they reach the point at Lake Street preventing said flood waters from finding their way out into the lake and reversing the current towards the South Branch of the River. This can only be accomplished by making the South Branch adequate in size to take care of this great question. I believe the Board is making a mistake, and a serious one, if any of the projects under consideration now should not be of a character to admit the possibility of improving the South Branch of the Chicago River to a width of 200 feet, as any other action would make it so much more serious and difficult to enlarge said river at any future time, and thus by conditions and circumstances the great commerce that is now tributary to this city, the benefits of which should be derived by the people thereof, would be diverted to the Calumet River.

I annex herewith the preliminary estimate of the Acting Chief Engineer and my motion that was offered in the Committee on Engineering in pursuance to a resolution offered in the Board on the 4th inst. and referred to the Committee on Engineering, all of which to be printed in the Proceedings.

Respecfully submitted,

(Signed) FRANK WENTER."

The following is

THE PRELIMINARY ESTIMATE OF THE ACTING CHIEF ENGINEER:

"CHICAGO, April 9, 1900.

To the Honorable, the Committee on Engineering:

GENTLEMEN—I submit herewith for your information maps outlining projects for increasing the width of the Chicago River to 200 feet in the manner and form as shown thereon. I also submit preliminary estimates of the cost of the work that would be involved in carrying out this project, a channel depth of 26 feet being contemplated. It is also contemplated that the river be crossed by new bridges. The cost thereof is included in this estimate. The bascule or rolling lift type of bridge has been considered. The idea being to give a clear opening of 120 feet for the passage of boats and, at either extremity of the several bridges, a further opening of 25 feet. It is to be noted that the estimates for right of way are tentative to the extent that they have been made by the Engineering Department rather than by

expert appraisers. It is believed, however, that if there are any errors at all they are in being too high.

Herewith is submitted tabulation the areas of the several pieces of property that would be needed for developing this work, as well as the quantity of construction work that would have to be done.

The following is the estimate above referred to:

WEST PROJECT.

Right of way and damage to buildings, Lake Street to Eighteenth Street	$ 5,000,000 00
Right of way and damage to buildings, Eighteenth Street to Ashland Avenue	723,000 00
Excavation	263,385 00
Removing old dock	50,000 00
Building new docks	384,700 00
Extra for sewers, etc	150,000 00
Six bridges at $225,000, north of Harrison Street	1,350,000 00
Twelve bridges at $150,000, south of Harrison Street	1,800,000 00
Taylor Street, C. T. T. R. R. Bridge	371,000 00
Total	$10,092,085 00

EAST PROJECT.

Right of way and damage to buildings, Lake Street to Eighteenth Street	$ 6,000,000 00
Right of way and damage to buildings, Eighteenth Street to Ashland Avenue	800,000 00
Excavation	241,438 00
Removing old docks	50,000 00
Building new docks	370,300 00
Sewers, etc	150,000 00
Bridges, north of Harrison Street	1,350,000 00
Bridges, south of Harrison Street	1,800,000 00
Taylor Street and C. T. T. R. R. Bridges	371,000 00
Total	$11,132,738 00

Respectfully submitted,

THOS. T. JOHNSTON,
Acting Chief Engineer."

The following is

THE MOTION OF MR. WENTER:

"My motion is that this Committee report to the Board that in the construction on the Chicago River that it shall be the policy of this Board to make an approximate width of 200 feet and that all construction of bridges shall be according to that width with the greatest possibility of getting the greatest flow under the bridges where so constructed."

(Motion lost.)

RESOLUTION IN REFERENCE TO LENGTH OF PILES TO BE USED IN CHICAGO RIVER.

Mr. Jones presented, and the Clerk read, a resolution that hereafter wherever the District is obligated to build docks or causes same to be built, that the front piles used shall be not less than 50 feet in length, the anchor piles of a depth of not less than 35 feet and the sheet piling of a depth of not less than 38 feet and that a copy of the preamble and resolutions be forwarded to the Mayor of Chicago with the request that the city take such action as will insure such depths of piling as will be sufficient under the proposed changed conditions created by deepening said Chicago River.

Mr. Jones, seconded by Mr. Mallette, moved that the resolution be adopted.

The motion prevailed unanimously.

The following is

THE RESOLUTION:

WHEREAS, In the near future the Chicago River may be improved by deepening and widening the same so as to admit of an increased quantity of water to be discharged from Lake Michigan through said river into the channel of the Sanitary District; and

WHEREAS, Numerous docks along said river are about to be built and constructed, and unless said docks are constructed with a view of said improvement of said Chicago River the same will, when such improvement of said river is made, be valueless unless the piling and other parts of said docks are so built and constructed with a view to an ultimate depth of river bed below datum of 30 feet; therefore, be it

Resolved, That hereafter wherever the Sanitary District, by reason of contracts with property owners or otherwise, is obligated or compelled or causes docks to be built, that the front piles used shall be of a length of not less than 50 feet; the anchor piles of a depth of not less than 35 feet, and the sheet piling to be of a depth of not less than 38 feet; and, be it further

Resolved, That a copy of this preamble and resolution be forwarded to the Mayor of the City of Chicago with the request that the City of Chicago take

such action as will insure in the future such depth of piling in docks to be hereafter built as will be sufficient under the proposed changed condition created by the proposed deepening of the said Chicago River.

REPORT IN REFERENCE TO LEASE OF OFFICES.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, form of lease of premises now occupied by the District in Security Building for the term of one year from May 1, 1900, the report recommending that the President and Clerk be authorized and directed to execute said lease and to make payments as provided therein when said lease shall have been executed by the Security Deposit Company.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Mallette, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 2, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents a form of lease between The Security Deposit Company, a corporation of the City of Chicago, and the Sanitary District, for the term of one year, commencing on the first day of May, 1900, and terminating on the thirtieth day of April, 1901, at the yearly rental of $5,260.00.

The Committee advises that the lease has been examined by the Attorney, and that the same has been found correct and in conformity, so far as its provisions are concerned, with the leases heretofore executed by said District for previous years.

The Committee therefore recommends that the President and Clerk of the District be authorized and directed, on behalf of the District, to execute the said lease and to make payments as provided therein when said lease shall have been executed by said The Security Deposit Company.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

(Accompanied by form of lease.)

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR BUILDING RAILWAY EMBANKMENT AND WORK COLLATERAL THERETO AND REMOVAL OF ROCK FROM MAIN CHANNEL, SECTION 8, AT LEMONT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with Messrs. Mason, Hoge, King & Co. for building a railway embankment and work collateral thereto, and removal of rock from Main Channel, Section 8, at Lemont; the report recommending that the President and Clerk of the District be authorized and directed to make final payment to said Mason, Hoge, King & Co., in the usual form, in the sum of $7,607.42, the amount found due on said final certificate.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to whom was referred at the meeting of the Board held March 21, 1900, the final certificate of Mason, Hoge,

King & Co. for work done on building a railroad embankment for the changed location of the Atchison, Topeka & Santa Fe Railway Company at Lemont, and for the removal of rock from the old Santa Fe right of way in the Main Channel on Contract Section 8, and for sundry excavation, grading and surfacing in the vicinity, under the contract of said firm dated August 1, 1898, and under the order of the Chief Engineer of September 25, 1899, and verbal orders, reports that the Committee has carefully considered the subject matter of said final certificate, and recommends as follows:

That the President and Clerk of the District be authorized and directed to make final payment to the said firm of Mason, Hoge, King & Co., in the usual form, in the sum of $7,607.42, the amount found to be due on said final certificate.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
J. P. MALLETTE,
THOMAS KELLY,
ALEX. J. JONES,
WILLIAM BOLDENWECK,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Mason, Hoge King & Co. have completed all of the work covered by their contract dated August 1, 1898, and under my order of September 25, 1899, and sundry verbal orders, for building a railroad embankment for the changed location of the A., T. & S. F. Ry. Co. at Lemont, for the removal of the rock from the old Santa Fe right of way in the Main Channel on Contract Section 8, and for sundry excavation, grading and surfacing in the vicinity. These contractors have filed with me certain claims for extra compensation on account of work alleged to have been done, which I have not yet passed upon for lack of information. This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The present statement of this contract is as follows:

Excavation, solid rock, "a," 5,500 cubic yards, at 63 cents	$ 3,465 00
Excavation, solid rock, "b," 14,160 cubic yards, at $1.12½	15,930 00
Excavation, Stephens Street subway, 465 cubic yards, at 63 cents.	292 95
Railroad embankment "a," 106,515 cubic yards, at 18 cents	19,172 70
Railroad embankment "b," 6,295 cubic yards, at 25 cents	1,573 75
Excavation, front of north abutment, Santa Fe Bridge, 1,232 cubic yards, at 22 cents	271 04
Excavation, front of north abutment, Lemont Road Bridge, 1,405 cubic yards, at 40 cents	$ 562 00
Grading Stephens Street temporary road, 1,934 cubic yards, at 40 cents.	773 60
Surfacing Stephens Street temporary road, 177 cubic yards, at $1.	177 00
Excavation of railroad g ade, 114 cubic yards, at 63 cents	71 82
Excavation of spoil bank, 314 cubic yards, at 25 cents	78 50
Total cost of contract	$42,368 36
Amount paid on previous vouchers	34,760 94
Amount due and unpaid.	$ 7,607 42

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO DELEGATION BY CITY OF POLICE POWERS OVER CHICAGO RIVER.

Mr. Smyth, Chairman, presented a verbal report from the Committee on Engineering setting forth that he is in receipt of the opinion of the Attorney as to the right of the City of Chicago to delegate its police powers over the Chicago River to the Sanitary District of Chicago, and, seconded by Mr. Mallette, moved that the said opinion be printed and placed on file.

The motion prevailed unanimously and it was so ordered.

The following is the

OPINION OF THE ATTORNEY OF THE DISTRICT.

"CHICAGO, April 6, 1900.

To the Honorable, the Committee of Engineering:

GENTLEMEN — In compliance with

your request for an opinion as to whether or not the City of Chicago can delegate its police powers over the Chicago River to the Sanitary District of Chicago, I beg leave to say that the City of Chicago derives its authority and power over the Chicago River from the Act of the General Assembly of the State of Illinois, of 1872, for the incorporation of cities and villages, the act under which the City of Chicago is organized and operating.

It is a well-known principle that the public powers or trusts devolved by law or charter upon a municipality, to be executed by it, cannot be delegated to others. I am, therefore, of the opinion that the City of Chicago has not the power to grant to the Sanitary District of Chicago its police powers over the Chicago River.

Respectfully submitted,

CHARLES C. GILBERT,

Attorney."

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Carter, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 18, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-third regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, April 18, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter —six members, were present; Messrs. Braden and Mallette arriving subsequently.

President Boldenweck then called the Board to order.

MESSAGE IN REFERENCE TO CONTEMPLATED WORK OF THE DISTRICT.

The President presented, and the Clerk read, a message setting forth the views of the President in regard to the matter of widening and deepening the Chicago River, the necessity for constructing another controlling works at some location west of our collateral channel and other contemplated work of the District, which, on motion of Mr. Jones, seconded by Mr. Smyth, was ordered printed and referred to the Committee on Engineering.

The following is

THE PRESIDENT'S MESSAGE:

"CHICAGO, April 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—As the matter of widening and deepening the Chicago River and the construction of bascule bridges without center piers is occupying almost the entire attention and time of your Honorable Body, and I believe it is time and labor well spent, yet I am of the opinion that we should not act hastily in this great undertaking, but should move along gradually, bettering the conditions where most needed, until such time as the Sanitary District is assured that the money for this stupendous work is in sight, and that not by direct taxation on

the present generation, but by the issuing of long-time bonds, so that the future generation will also bear the burden of its just proportion of the immense cost of this work in its entirety.

Aside from the above, I would respectfully call your attention to the urgent necessity of constructing another controlling works at some location west of our collateral channel, for I consider this as important, if not more so, than the widening of the Chicago River. If the Chicago River were widened to 200 feet and a sudden rise in the lake level should occur, you could not prevent a very swift current in the Chicago River without such a controlling works. Aside from this, if at any time an accident to our gates or Bear Trap Dam at Lockport should occur, there is no means of stopping or diminishing the flow from the Chicago River, whereas with a controlling works near at hand both matters could be attended to almost instantaneously.

The banks in the earth sections along our channel should be rip-rapped from the water line up, as the working of the waves created by steam craft navigating our channel have caused slides in a good many places. In this connection it would be well for the proper committee to formulate rules or ordinances governing the rate of speed boats should be allowed to run at on our channel.

Other places where money will be needed are in the Calumet and Northern District. I am informed that the citizens of the Calumet region are about to make another attempt to have a bill passed at the next Legislature either to authorize them to organize a separate Sanitary District or to be made a part of our District. It is a well-known fact that they could not raise the money needed to construct a channel to the Sag, and, as in the future, the Sanitary District of Chicago will have to provide another channel or inlet for the increase of population, it is no more than right and just that this District pay a portion of the cost of such construction. The necessity of straightening and deepening the North Branch of the Chicago River (not alone for sanitary purposes, which is the greatest necessity, and the Board's attention has been called to this fact for years, but also to provide for means of reaching the pumping works at Lawrence Avenue and facilitating the flow of water from said works) has already been partly undertaken by your Honorable Body, and I hope will be completed before the works are ready to be operated.

The District has also assumed the operation and maintenance of the pumps at Thirty-ninth Street, Lawrence Avenue and Bridgeport. In addition to the expenses involved in maintaining the pumps we must remember that the interest on bonds and warrants outstanding and the cost of carrying on the various departments of the District must be provided. I am therefore of the opinion that we should proceed cautiously and conservatively in the projects under consideration. Besides it is well known where land is to be taken for the purpose of widening the Chicago River (plans having been submitted) it has been the custom to invite all owners of such lands to a conference in order to ascertain what they are willing to contribute in return for the immense benefits they are certain to receive by the completion of the proposed improvements. Moreover it has already been stated by the officials of one corporation that they were willing to give their share of the amount needed.

In transmitting this message to your Honorable Body I desire it to be clearly understood that I am not opposed to the policy of widening the Chicago River or to the construction of bascule bridges. On the contrary I heartily favor these improvements as well as the building of another controlling works, the improvement of the North Branch of the Chicago River and of assisting the Calumet District when the people thereof shall have declared their willingness to bear their share of the expense required in their district. But while favoring these improvements I am strongly opposed in providing for the payment of the cost to the idea of taxing this generation with the entire expense of the improvement of the Chicago River.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,

President."

VOUCHERS.

The Clerk presented the following vouchers:

CLERICAL DEPARTMENT.

The Waukesha Water Company (water)		$ 13 50

GENERAL ACCOUNT.

Jos. F. Haas, Clerk (traveling and expense)	$ 2,811 66	
Sam. M. Burdett (expense)	200 00	
Youghiogheny and Lehigh Coal Company (coal)	51 45	
The Atchison, Topeka and Santa Fe Railway Co, (train service)	27 36	
Robt. E. Hills (supplies)	4 00	
J. Manz Engraving Company (electrotype)	18 60	
John F. Higgins (printing)	117 75	
P. F. Pettibone & Co. (stationery)	2 00	
		$ 3,232 82

POLICE DEPARTMENT.

H. J. Doran (expense)	$ 11 47	
Mrs. A. Hartwig (laundry)	4 00	
		$ 15 47

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Lake Front Park filling)	$ 1,600 00	
Lydon & Drews Company (By-pass, Chicago River)	5,318 65	
The Atchison, Topeka and Santa Fe Railway Company (Romeo Bridge)	241 72	
Hayes Bros. (Kedzie Avenue Bridge)	192 80	
McArthur Bros. Company (Eight-Track Bridge)	5,357 18	
Geo. M. Huss (Pan Handle Temporary Bridge)	774 70	
		$ 13,485 05
Grand total		$ 16,746 84

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth (*except as to voucher in favor of Hayes Bros. for $192.80, on which he voted nay*) and Wenter—six (*except as above stated.*) Nays—none (*except as above stated.*)

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1117, General Account (sundry supplies, Steamer Juliet)....$ 3 70

Mr. Kelly, seconded by Mr. Mallette, moved that Requisition No. 1117, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs Boldenweck, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of March, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of March, 1900:

The total expenditure of the District

for the month was $245,561.44, of which amount the sum of $232,440.88 was paid in Regular Warrants, and the sum of $13,120.56 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer, the sum of $12,666.67 was for 1899 Tax Warrants redeemed and $453.89 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month of March was $1,131.11 of which amount the sum of $1,068.33 was for salaries and the sum of $62.78 for general office expenses.

There are no outstanding liabilities against the Clerical Department, and the expenditure for the present month will be about $1,200.

The total amount expended for account of, and charged to, the General Account during the month of March was $6,701.43, divided as follows:

Rent for March, 1900	$ 498 33
Printing	83 88
Streams Examination	2,132 89
Advertising	198 97
Salaries	2,911 33
General Expenses	876 03
Total	$6,701 43

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total amount of the 1896 Tax Levy Warrants issued, there is now outstanding the sum of $11,372.05; of the 1897 Tax Levy Warrants issued, all have now been redeemed; of the 1898 Tax Levy Warrants issued, there is now outstanding the sum of $584.80; of the 1899 Tax Levy Warrants, there is now outstanding the sum of $2,486,888.16, and of the 1900 Tax Levy Warrants, there is now outstanding the sum of $379,209.17.

The following is a tabulated statement of total expenditures for the month of March, 1900:

Account.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 12,517 39		$ 12,517 39
Construction	192,587 08		192,587 08
Clerical Department	1,131 11		1,131 11
Law Department	5,843 11		5,843 11
Land	3,150 23		3,150 23
Treasury Department	166 66		166 66
General	6,701 43		6,701 43
Police Department	2,728 10		2,728 10
Maintenance	7,603 91		7,603 91
Tax	11 86		11 86
1899 Tax Warrants redeemed		$ 12,666 67	12,666 67
Interest on Tax Warrants redeemed		453 89	453 89
Total	$232,440 88	$ 13,120 56	$ 245,561 44

Respectfully submitted,

(Signed) JOSEPH F. HAAS, *Clerk.*"

REPORT IN REFERENCE TO EXECUTION OF REDUCED BOND ON CONTRACT FOR EXCAVATION OF SECTION E.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance, transmitting the reduced bond of Messrs. Halvorson, Richards & Co., contractors for the excavation of Section E, in the sum of $5,000, in accordance with the action of the Board at the meeting held February 7, 1900 (page 6280 of the Proceedings), the report setting forth that said bond is in proper form and the surety thereon sufficient, and recommending that the same be approved by the Board of Trustees.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance, which reported at the meeting of the Board of February 7, 1900 (page 6280 of the proceedings), in favor of the reduction of the bond of Halvorson, Richards & Company, contractors for work on Section "E" of the Main Drainage Channel, now reports that the bond to be furnished in lieu of the original bond in the sum of $5,000 is herewith presented; that the same is in proper form and that the surety thereon is sufficient.

The Committee, therefore, recommends that the same be approved by the Board of Trustees.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
THOMAS KELLY,
A. J. JONES,
Committee on Finance."

(Accompanied by bond for $5,000.)

REPORT IN REFERENCE TO NOTICE OF CLAIM OF REPAUNO CHEMICAL COMPANY AGAINST MESSRS. HELDMAIER & NEU.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, with reference to, and accompanied by, a communication from the Repauno Chemical Company as to their alleged claim against Messrs. Heldmaier & Neu, contractors, in the sum of $3,639.76, presented and referred to that Committee at the meeting held March 28, 1900 (page 6382 of the Proceedings), the report setting forth that this claim has been paid by the Sanitary District on account of moneys reserved by it belonging to said Heldmaier & Neu, and recommending that the statement, communications, etc., accompanying the report, be placed on file with the Clerk of the District.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 16, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that the Attorney of the District has reported that the claim of the Repauno Chemical Company against Messrs. Heldmaier & Neu, contractors on the Main Channel, has been finally adjudicated. That this claim was paid by the Sanitary District on account of moneys reserved by it belonging to said Messrs. Heldmaier & Neu. That a receipt was taken from the Repauno Chemical Company by George S. Oliver, Agent, in the presence of Ernst Heldmaier, representing said firm of contractors, which is hereto appended.

The Committee recommends that the

statement, communications, etc., accompanying this report, be placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
FRANK WENTER,
THOMAS KELLY,
JOS. C. BRADEN,
A. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Five enclosures.)

REPORT IN REFERENCE TO BIDS FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER IN THE CITY OF CHICAGO.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the bids on the sub and superstructure of the bridge for Canal Street, across Chicago River in the City of Chicago, presented and referred to that Committee at the meeting held February 21, 1900 (page 6310 of the Proceedings), the report recommending that the bids heretofore submitted for said work be rejected and that the checks submitted therewith, not heretofore returned, be returned.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT.

"CHICAGO, April 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that the Committee has reconsidered the advisability of awarding the contracts for the construction of the sub and superstructure of the bridge for Canal Street across the Chicago River in the City of Chicago.

After careful consideration of the premises, your Committee is of opinion that the bids heretofore submitted should be rejected.

The Committee, therefore, recommends that the bids heretofore submitted for the construction of said bridge sub and superstructure be rejected, and that the checks submitted therewith, not heretofore returned, be returned to each of said bidders respectively.

Respectfully submitted.

(Signed) THOS. A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
A. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Three enclosures.)

REPORT IN REFERENCE TO PAYMENT ON LEASE OF DISTRICT LAND BY MODESTO LENZI.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, setting forth that in the matter of the lease of certain District lands to Modesto Lenzi, authorized at the meeting held April 11, 1900, payment of the sum of $280.00 for one year's rent in advance was required and recommending, on the request of said Lenzi, that the President and Clerk be authorized and directed to accept the sum of $150.00 in cash and the obligation of said Lenzi to pay the balance of $130.00 within ninety days.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, which reported to the Board of Trustees at the meeting thereof, held April 11, 1900 (page 6407 of the Proceeding), certain lease of lands owned by the District, and described in said report, to Modesto Lenzi, advises that the condition of payment in said lease required the payment in advance of the sum of $280 00; that said Lenzi has since requested the Board of Trustees to accept $150.00 in cash and the balance of said rental within ninety days.

The Committee recommends that the President and Clerk be authorized and directed to accept said payment of $150.00 in cash and the obligation of said Lenzi to pay, within ninety days, the balance of said rental, amounting to, to-wit, the sum of $130.00.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
FRANK WENTER,
JOS. C. BRADEN,
THOMAS KELLY,
A. J. JONES,
Committee on Engineering."

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Jones, the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 25, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, April 25, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held April 11 and April 18, 1900, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Kelly.

MESSAGE IN REFERENCE TO FLAG POLE AND PENNANT FOR CONTROLLING WORKS.

The President presented the following

MESSAGE:

"CHICAGO, April 25, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—This is to inform you that I have caused to be erected at our Controlling Works a flag-pole 100 feet high, with a pennant 30x15 feet of red body, blue border and white letters "Chicago Sanitary and Ship Canal Controlling Works," which I beg your Honorable Body to accept as a gift from

Yours respectfully,

(Signed) WILLIAM BOLDENWECK,
President."

Mr. Wenter, seconded by Mr. Mallette, moved that the gift of the President referred to be accepted.

The motion prevailed unanimously.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

W. M. Hughes (expense)	$ 7 25	
G. M. Wisner (expense)	60 74	
Ralph Modjeski (services)	444 42	
		$ 512 41

LAW DEPARTMENT.

The Waukesha Water Company (water)	$ 3 38	
The Chicago Towel Supply Company (toweling, Jan. 1 to March 31, 1900)	4 50	
Samuel L. Hanks (ice, Jan. 1 to March 31, 1900)	7 50	
Elizabeth H. Ryan (typewriting)	6 00	
A. D. Cadwallader (Supreme Court fees)	6 10	
Callaghan & Co. (court reports)	4 75	
Edward Thompson Company (encyclopedia)	6 00	
West Publishing Company (American Digest)	7 00	
Joliet Republican Printing Company (printing)	11 40	
The Gunthorp-Warren Printing Company (blank form leases)	22 50	
Dr. G. M. Peairs (professional services)	20 00	
Gibson Bros. (printing U. S. Supreme Court briefs, etc.)	170 68	
Dabney H. Maury (professional services)	147 11	
Wood & Oakley (professional services)	250 00	
		$ 666 92

GENERAL ACCOUNT.

Sibley Warehouse and Storage Company (storage)	$ 3 35	
John H. Batterman (envelopes)	16 54	
The Marine Review Publishing Company ("American Shipping")	60 00	
C. H. Raynor (expense)	238 15	
F. P. Le Pan (sundries)	38 38	
Adams Express Company (streams examination)	33 51	
American Express Company (streams examination)	55 35	
United States Express Company (streams examination)	170 38	
Arthur W. Palmer (streams examination)	368 15	
Edwin O. Jordan (streams examination)	371 23	
		$ 1,355 04

POLICE DEPARTMENT.

E. J. Coen (expense)	$ 46 50

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Section 17, maintenance)	$ 383 96	
City of Chicago (Bridgeport pumps)	6,029 27	
		$ 6,413 23

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 7,350 00
Heldmaier & Neu (Sec. 17, towpath bridge)	1,431 87
Heldmaier & Neu (Sec. 17, coffer-dam, etc.)	1,843 50
Heldmaier & Neu (Sec. 18, dredge)	60 00
The A., T. & S. F. Ry. Co. (Sec. 8, bridge)	528 19
The A., T. & S. F. Ry. Co. (Sec. 12, Romeo Bridge)	67 04
The A., T. & S. F. Ry. Co. (Sec. 17, repairs, account of floods)	229 08
The A., T. & S. F. Ry. Co. (Sec. N, track deviation)	287 47
C. T. T. R. R. Co. (Sec. E, bridge)	3,155 18
C. T. T. R. R. Co. (Sec. O, Pan Handle Bridge)	195 53
C. T. T. R. R. Co. (Chicago River Bridge)	1,752 22
C. T. T. R. R. Co. (Chicago River Bridge)	376 52

Chicago Junction Railway Company (Pan Handle Bridge)	$ 61 62	
The P., C., C. & St. L. Ry. Co. (Pan Handle Bridge)	34 00	
The Canal Commissioners (Bear Trap Dam)	108 00	
The Canal Commissioners (Sec. 18, conduit)	575 00	
Economy Light and Power Company (Secs. 17 and 18, lighting)	353 60	
Chicago Telephone Company (Sec. 17, moving poles)	481 52	
W. H. Gardiner (Sec. 18, conduit)	168 17	
William O'Connell (Sec. 15, Bear Trap Dam)	32 36	
Geo. A. Whelen (Sec. 18, flume)	25 00	
The Marsh and Bingham Company (Sec. O, Pan Handle Bridge)	41 04	
Continental Bolt and Iron Works (Sec. O, bridge)	59 00	
McArthur Bros. Company (Sec. O, bridge)	205 00	
Weaver Coal Company (I. & M. Canal, Lock No. 1)	93 60	
Hibbard, Spencer, Bartlett & Co. (I. & M. Canal, Lock No. 1)	110 57	
Francis Beidler & Co. (I. & M. Canal, Lock No. 1)	432 59	
Joseph F. Haas, Clerk (I. & M. Canal, Lock No. 1)	11,445 00	
		$ 31,502 67
Grand total		$ 40,496 77

Mr. Carter, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of the City of Chicago for $6,029.27 and Joseph F. Haas, Clerk, for $11,445 00, on which he voted nay*), Carter, Eckhart, Jones (*except as to voucher in favor of the City of Chicago for $6,029.27, the Canal Commissioners for $108 00 and $575.00, Weaver Coal Company for $93.60, Hibbard, Spencer, Bartlett & Company for $110 57, Francis Beidler & Co. for $432.59, and Joseph F. Haas, Clerk, for $11,445.00, on all of which he voted nay*), Kelly, Mallette, Smyth (*except as to vouchers in favor of the City of Chicago for $6,029 27 and Joseph F. Haas, Clerk, for $11,445.00, on which he voted nay*) and Wenter—nine (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 833, Law Department (sundry supplies), $57.50.

Mr. Kelly, seconded by Mr. Braden, moved that Requisition Nos. 833, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF LEASES WITH GEORGE NAGEL AND TIMOTHY CARROLL.

The Clerk presented a report transmitting leases of the Sanitary District with George Nagel and Timothy Carroll, and setting forth that said leases have been duly executed by said parties and also by the President and Clerk, as authorized by the Board at the meeting held April 11, 1900 (page 6470 of the Proceedings), and a duplicate copy of same delivered to said parties, and also setting forth the receipt of one year's rent in advance on account of said leases, and therefore recommending that the conditions of said leases be printed in the Proceedings and that said leases be placed on file with the Clerk.

By unanimous consent the report was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 25, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the leases of the Sanitary District with George Nagel for the term of one year, ending February 28, 1901, and with Timothy Carroll for the term of one year,

ending January 31, 1901, the same having been duly executed by said parties and also by your President and Clerk, as authorized by the Board of Trustees at the meeting held April 11, 1900 (page 6407 of the Proceedings), a duplicate copy of same delivered to said parties respectively, the sum of $105 having been received from said Nagel, and the sum of $52.50 from said Carroll, and turned over to the Treasurer of the District, being for one year's rent in advance for the periods of said leases ending respectively as above stated; and I therefore recommend that the special conditions of said leases as to names of parties thereto, date, duration, territory embraced and other material conditions and reservations be printed in the Proceedings of the Board, and that said leases be placed on file with the Clerk.

Respectfully submitted,

JOSEPH F. HAAS,

Clerk."

(Two enclosures.)

The following is

LEASE NO. 4.

"THIS INDENTURE, Made this fifteenth (15th) day of January, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and George Nagel, of the County of Cook and State of Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: A strip of land in Contract Section six (6) of the Sanitary District of Chicago, lying between the westerly reserve line of the Illinois and Michigan Canal and a line parallel to and two hundred (200) feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago, containing thirty (30) acres, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold, The above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of March in the year of our Lord one thousand nine hundred, for and during and until February twenty-eight (28), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again repossess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease, as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part, and said two so appointed to choose a third one, the award of said board of arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of one hundred and five ($105) dollars per annum, payable in advance.

The said party of the first part further reserves the right to go upon said property at any time for surveying or any other corporate uses which said party of first part may desire to subject said property to.

It is Further Covenanted and Agreed, by the said party of the second part that he will pay or cause to be paid all water rates and all taxes and assessments that may be laid, charged or assessed on said demised premises, pending he existence of this lease, or if

at any time after any tax, assessment or water rate shall have become due or payable, the party of the second part, or his legal representatives, shall neglect to pay such water rates, tax or assessment, it may be lawful for the party of the first part to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part shall be deemed and taken, and are hereby declared to be so much additional and further rent for the above demised premises, due from and payable by the party of the second part; and may be collected in the same manner, by distress or otherwise, as is hereinafter provided for the collection of other rents to grow due thereon.

And it is Expressly Understood and Agreed by the said party of the second part hereto, for his heirs, executors, administrators and assigns, that the whole amount of rent reserved and agreed to be paid for said above demised premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by said party of the second part, his heirs, executors and administrators or assigns, and upon his or their interests in this lease and the premises hereby demised; and that whenever and as often as any installment of rent or any other amount above declared to be deemed and taken as rent shall become due and remain unpaid for one day after the same becomes due and payable, said party of the first part, its successors, agent, attorney or assigns, may sell at public auction, to the highest bidder for cash, after having first given ten days' notice of the time and place of such sale in some newspaper published in Cook County, all the buildings and improvements on said premises, and all the right, title and interest acquired by said party of the second part under this lease to the premises herein described, and as the attorney of said party of the second part—hereby irrevocably constituted—may make to the purchaser or purchasers thereof a suitable and proper transfer, bill of sale, or deed of the same, and out of the proceeds arising from such sale, after first paying all costs and expenses of such sale, including commissions and attorney's fees, retain to said first party the whole amount due on said lease up to the date of such sale, rendering the surplus (if any) to said party of the second part, his heirs, executors, administrators, agent, attorney or assigns, which sale shall be a perpetual bar to and against all rights and equities of said party of the second part, his heirs and assigns, in and to the property sold.

It is Expressly Covenanted and Agreed by said party of the second part, his executors, administrators and assigns, that he will use said above described premises for farming purposes only, and that he will not use said premises, or suffer them to be used, for the sale of wines, ales, liquors, or any other intoxicating beverages whatsoever; or for the purpose of gambling in any manner whatsoever.

And the party of the second part further covenants with the party of the first part that he will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances and regulations of the County of Cook and directions of the health officers, and that at the expiration of the time in this lease mentioned he will yield up said premises to the party of the first part in as good condition as when the same were entered upon by the party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

It is Further Agreed by the party of the second part that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto, nor use or suffer them to be used for any other purpose than that above mentioned.

It is Expressly Understood and Agreed by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon it ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the party of the second part, his executors, administrators or assigns, it shall be lawful for the party of the first part, or its successors, agent, attorney or assign, at its election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as of its first and former estate; and to distrain for any rent that may

be due thereon upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby waives all legal rights which he now has, or may have, to hold or retain any such property under any exemption laws now in force in this State, or in any other way, meaning and intending hereby to give the party of the first part, its successors, agent, attorney or assigns, a valid and first lien upon any and all the goods, chattels or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, its successors, agent, attorney or assigns, as aforesaid, or in any other way, the party of the second part does hereby covenant and agree to surrender and deliver up said above described premises and property peaceably, to the said party of the first part, its successors, agent, attorney or assigns, immediately upon the determination of said term as aforesaid; and if he shall remain in possession of the same one day after notice of such default, or after the termination of this lease in any of the ways above named, he shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is Further Understood and Agreed, by the said party of the second part, that neither the right given in this lease to said party of the first part to collect the rent that may be due under the terms of this lease by sale or any proceedings under the same, shall in any way affect the right of said party of the first part to declare this lease void and the term hereby created ended, as above provided, upon default made by said party of the second part.

And the said party of the second part hereby waives his right to any notice from said party of the first part of its election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

The said party of the second part further agrees not to remove any buildings or other improvements from said premises without written consent of said party of the first part, and that the said second party shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

It is Further Understood and Agreed that all the conditions and covenants contained in this lease shall be binding upon the heirs, executors, administrator, successors and assigns of the parties to these presents, respectively.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written."

The following are the

TERMS OE LEASE NO 5.

This Indenture, Made this thirty-first (31st) day of January, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Timothy Carroll of Sag Bridge, in Cook County, Illinois, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Du Page and State of Illinois, known and described as follows, to-wit: A tract of land containing fifteen (15) acres more or less, situate in the northwest quarter of Section fourteen (14) Township thirty-seven (37) North, Range eleven (11) east of the Third (3rd) Principal Meridian and lying between the northerly reserve line of the Illinois and Michigan Canal and a line parallel to and two hundred (200) feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago, the above described parcel of land falling within the limit of contract Section five (5) of the Sanitary District of Chicago, in the County of Du Page and State of Illinois, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a

strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of February in the year of our Lord one thousand nine hundred, for and during and until January thirty-one (31) A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to reenter said demised premises and again repossess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said board of arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of fifty-two and fifty-one hundredths ($52.50) dollars, per annum, payable in advance.

The said party of the first part further reserves the right to go upon said property at any time for surveying, or for any other corporate use which party of the first part may desire to subject said property to."

(*The remaining terms of lease No. 5 are identical with those of lease No. 4 as printed.*)

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of March, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 21, 1900.

To the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Engineering Department for the month of March, 1900.

The value of the construction work done for the month was $178,866.21, divided as follows: Main Channel, $114,561.90; bridges, $59,109.09. The engineering expenses were $11,330.34, divided as follows: Salaries, $9,923.55; supplies, etc., $1,406.79.

Division of Construction.

Weather conditions on the whole were unfavorable to progress of work during the month. The temperature varied from 42 degrees above to 8 degrees above zero, Fahrenheit.

Chicago River—The By-Pass work was practically completed, nearly all the time during the month being put in on odd jobs, the principal ones of which were the repairing of the West Side City Railway tunnel and the building of the Adams Street protection pier.

The contractors for the dredging of the South Fork of the South Branch of the River handled 35,000 cubic yards of material, all of which was transported to the Lake Front. The contractors appear to be making as good progress on this work as is possible with the plant employed.

At the C. T. T. R. R. Co.'s Bridge near Taylor Street the work consisted of sheet piling and bracing, the driving of piles in the cofferdam, and the pulling of old piles.

The Van Buren Street Approach Span was completed on the 14th.

Illinois and Michigan Canal Lock at Bridgeport—The cofferdams having been finished, and the water pumped out, active operations were begun on the 5th towards tearing out the old lock and excavating for the new one. Three eight-hour shifts were worked and at the end

of the month the old lock had been entirely removed and the excavation nearly completed. Three stiff-leg derricks and a Peteler car plant were in operation the greater part of the time.

Section "O"—The contractors for the substructure of the eight-track bridge continued throughout the month the employment of a small force fixing up their plant.

The C. T. T. R. R. Co.'s new trestle was finished on the 31st. Some work was also done during the month in repairing the other trestles at that point and in constructing booms to protect the structures from passing boats.

Section "K"—The south abutment of the substructure for the Belt Railway Company's Bridge was practically completed on the 31st. The iron for the superstructure began arriving towards the end of the month.

Section 15—Eight men were employed during the month in the work to be done at and near the Controlling Works. The construction of the railing along the wall at the south end of the windage basin was completed and a workshop erected near the south abutment.

Section 17—An average daily force of about thirty men was engaged up to the 9th in the completion of the Tail Race. Miscellaneous work was done on this section as follows: Removing crib from mouth of new river channel; stopping leaks on heel path; operating pumps on Tail Race on account of leaks; watching and blasting ice from Robey Street to the E., J. & E. R. Ry. Bridge, and clearing up ice from Tail Race.

Section 18—The work on the Tail Race was carried on the entire month with the following plant: One boiler, two derricks, one hoist engine, ten cars and an incline car hoist. The material taken from this work was placed in the levee embankment south of the C., R. I. & P. R. R. Co.'s Bridge. Work on the Illinois and Michigan Canal on the repairing of the Tow-Path Wall and on the extension of the flume at Dam No. 1 was carried on from the 21st to the 27th, at which latter date this work was all completed. The State dredge worked at intervals during the month in the Illinois and Michigan Canal south of Jackson Street.

Work on the Jefferson Street Bridge was carried on during the entire month.

Concrete was placed in the west abutment of the Cass Street Bridge from the 9th to the 13th and was finished with the exception of coping stone. Concrete in parapet wall on west abutment was placed on the 23d and the 24th and finished to coping stone. The removing of the old and the building of the new superstructure for this bridge began on the 19th and continued throughout the balance of the month.

Division of Drafting and Designing.

The regular platting was continued on the contour maps between Lockport and Willow Springs and the atlas of the right of way. The following drawings, etc., were made: Plan for new lock at Bridgeport; plan of proposed controlling project, and plats and descriptions of right of way at Eighteenth Street.

The work of this branch of the office force, exclusive of the Drafting Department, was a continuation of the previous work.

Division of Records.

The work of this division for March has been carried on in the usual manner.

I estimate the expenses of this Department for the month of April will be $150,000.00.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Acting Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF MARCH, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES		Totals.	Construction.
	Salaries.	Supplies, Etc.		
Maps and Plans for General Use	$ 295 80	$ 23 99	$ 319 79	.....
Chicago River Improvement	1,469 95	180 73	1,650 68	$ 30,049 44
Right of Way	135 95	1 89	137 85	.....
Flow Measurements	756 20	276 87	1,033 07	.....
Disposal Works and Joliet Project	3,039 37	210 84	3,250 21	64,456 05
Reg. Construction—Main Channel and River Diversion	1,344 13	28 50	1,372 63	23,662 10
Wire Mills Permanent Bridge and Roadway, Section 16	.....	.....	.....	785 65
Lockport Road Permanent Bridge, Section 16	.....	.....	.....	347 72
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	344 87
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation and Step. St. Subway, Section 8.	.....	3 80	3 80	10,103 81
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Section E	.....	.....	.....	91 35
C. T. T. R. R. Co.'s Permanent Bridge, Desplaines River, Section E	.....	.....	.....	5,574 72
Belt Ry. Co. of Chicago's Temporary Bridge, Main Channel, Section K	80 00	.....	80 00	356 73
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Section K	170 00	.....	170 00	2,929 51
C., M. & N. R. R. Co.'s Permanent Bridges, Main Channel and Kedzie Avenue and Track Deviation, Section N....	.....	.....	.....	152 79
Southwest Boulevard Bridge, Main Channel, Section O	.....	.....	.....	—156 29
Panhandle Temporary Bridge, Main Channel, Section O	180 00	.....	180 00	7,238 55
Panhandle Permanent Bridge, Main Channel, Section O	170 00	246 29	416 29	2,069 21
Pumping Plant, Section O	.....	.....	.....	20 00
Canal Street Bridge, Chicago River	30 00	115 27	145 27	.....
Taylor Street Bridge, Chicago River	40 00	.....	40 00	6,537 29
C. T. T. R. R. Co.'s Bridge, Chicago River	453 75	.....	453 75	6,423 10
Van Buren Street Approach Span, Chicago River	203 75	168 00	371 75	.....
Bear Trap Dam Permanent Bridge, Section 15	10 00	.....	10 00	.....
Towpath Temporary Bridge, Section 17	.....	.....	.....	953 76
Towpath Permanent Bridge, Section 17	10 00	12	10 12	591 63
Jefferson Street Temporary Bridge, Section 18	.....	.....	.....	90 94
Jefferson Street Permanent Bridge, Section 18	20 00	.....	20 00	901 46
Cass Street Permanent Bridge, Section 18	215 00	.....	215 00	2,596 15
C., R. I. & P. Ry. Co.'s Temporary Bridge, Section 18	.....	.....	.....	90 23
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18	15 00	130 00	145 00	11,375 00
Moving and Repairing Bridges Not Constructed by Sanitary District	.....	.....	.....	88 16
Mortar, Sand and Cement Tests	228 75	.....	228 75	.....
Photographs of Works	150 00	20 00	170 00	.....
Improvement of I. & M. Canal between Bridgeport and Lockport	662 14	49	662 63	5,195 22
Thirty-ninth Street Sewer	243 75	.....	243 75	.....
Totals	$ 9,923 55	$1,406 79	$11,330 34	$182,869 15

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During March, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River	35,000	.....	100	7,055
Section O	5,515	.....	.....	.....
Section 8	.....	1,260	.....	.....
Section 16	.....	20,667	.....	.....
Section 17	.....	.....	* 37	.....
Section 18	440	4,225	140	.....
Taylor Street Bridge, Chicago River	83.9	.....	—93.24	4,450
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	.....	.....	950
Eight-Track Bridge, Main Channel, Sec. O	.....	.....	707.2	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K.	.....	.....	200	.....
A., T. & S. F. Ry. Co's. Bridge, Main Channel, and Stephens Street Subway, Sec. 8	4,295	114	.....	.....
Towpath Bridge, Sec. 17	.....	.....	76.4	.....
Cass Street Bridge, Sec. 18	535.7	154.1	.....	.....
C., R. I. & P. R. R. Co.'s Bridge, Sec. 18	.....	5,200	.....	.....
Totals	45,869.6	31,620.1	1,167.36	12,455

*Retaining wall.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Done During March, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$31,382 07	.....	.....	$ 31,382 07
Section O	15,780 87	$ 6,749 45	.....	22,530 32
Section K	.....	356 73	.....	356 73
Section E	.....	91 35	.....	91 35
Section 8	1,417 50	.....	.....	1,417 50
Section 12	502 77	.....	.....	502 77
Section 14	29 75	.....	.....	29 75
Section 16	23,548 66	.....	.....	23,548 66
Section 17	12,096 88	953 76	.....	13,050 64
Section 18	24,724 24	181 17	.....	24,905 41
Disposal Works	5,079 16	.....	.....	5,079 16
Taylor Street Bridge, Chicago River	.....	2,377 33	.....	2,377 33
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	7,323 05	.....	7,323 05
Southwest Boulevard Bridge, Main Channel, Sec. O	.....	—156 29	.....	—156 29
Eight-track Bridge, Main Channel, Sec. O	.....	7,035 44	.....	7,035 44
C., M. & N. R. R. Co.'s Bridge, Main Channel, Sec. N	.....	152 79	.....	152 79
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K.	.....	3,204 51	.....	3,204 51
C T. T. R. R. Co.'s Bridge, Desplaines River, Sec. E.	.....	5,574 72	.....	5,574 72
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, and Stephens Street Subway, Sec. 8	.....	7,385 14	.....	7,385 14
Romeo Road Bridge, Main Channel, Sec. 12	.....	344 87	.....	344 87
Wire Mills Road Bridge, Sec. 16	.....	208 52	.....	208 52
Lockport Road Bridge, Sec. 16	.....	152 80	.....	152 80
Towpath Bridge, Sec. 17	.....	676 14	.....	676 14
Cass Street Bridge, Sec. 18	.....	2,596 15	.....	2,596 15
Jefferson Street Bridge, Sec. 18	.....	901 46	.....	901 46
C., R. I. & P. R. R. Co.'s Bridge, Sec. 18	.....	13,000 00	.....	13,000 00
Illinois and Michigan Canal Lock at Bridgeport	.....	.....	$5,195 22	5,195 22
Totals	$114,561 90	$59,109 09	$5,195 22	$178,866 21

APPROVAL OF BOND ON CONTRACT FOR RIGHT TO CONSTRUCT MOVABLE HIGHWAY BRIDGE ACROSS CHICAGO RIVER AT CANAL STREET UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT BRIDGE COMPANY.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance, transmitting the joint bond of The Scherzer Rolling Lift Bridge Company and Frank M. Montgomery & Co., given for the faithful performance of the contract for the right to construct a movable highway bridge across the Chicago River at Canal Street, under the patent rights of The Scherzer Rolling Lift Bridge Company, the report setting forth that the said bond is satisfactory and has been approved by the Committee on Finance, and therefore recommending that the same be approved by the Board and placed on file.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance has examined the bond of The Scherzer Rolling Lift Bridge Company and Frank M. Montgomery and Uri W. Weston, co-partners under the firm name and style of Frank M. Montgomery & Company, which bond is given for the faithful performance of the contract of the said Frank M. Montgomery & Company, dated the 23d day of April, 1900, whereby the said Frank M. Montgomery & Company sells to the Sanitary District of Chicago the right to use the design and construct a bridge under the design and patents of The Scherzer Rolling Lift Bridge Company for a movable highway bridge across the Chicago River at Canal Street and the Chicago River.

Your Committee respectfully reports that said bond is satisfactory and that the same has been approved by your Committee on Finance.

Your Committee, therefore, recommends that said bond be approved by your Honorable Body and that the same be placed on file in the custody of the Clerk of the District.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
B. A. ECKHART,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Accompanied by bond for $25,000.)

REPORT TRANSMITTING ORDINANCE FOR CONDEMNATION OF CERTAIN PROPERTY ADJOINING CHICAGO RIVER.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Joint Committee on Finance and Engineering, transmitting an ordinance providing for the condemnation of certain property necessary to make the Chicago River at points designated a uniform width of 200 feet, and also providing that part of the cost of said improvement shall be defrayed by special assessment distributed upon the property especially benefited, the report recommending that said ordinance be adopted.

Mr. Carter, seconded by Mr. Smyth, moved that the report be adopted.

The motion prevailed unanimously.

Mr. Jones, seconded by Mr. Braden, then moved that the accompanying ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Finance and Engineering has had under consideration the ordinance which is attached hereto. Said ordinance provides for the condemnation of certain property, more fully and specifically described in said ordinance, which property is necessary to make the Chicago River at points therein designated of a

uniform width of two hundred (200) feet. Said ordinance also provides that the cost of said improvement and the expenses thereof shall be defrayed by special assessment distributed upon the property specially benefited by reason of said proposed improvement, and that the remainder of said cost and expense be paid for by general taxation.

Your Committee has had this matter under consideration and respectfully recommends that said ordinance be adopted.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
THOMAS A. SMYTH,
J. P. MALLETTE,
THOMAS KELLY,
B. A. ECKHART,
FRANK WENTER,
JOS. C. BRADEN,
WM. BOLDENWECK,
ALEX. J. JONES,

Joint Committee on Finance and Engineering."

(Three enclosures.)

The following is

THE ORDINANCE:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago:*

SECTION 1. That there be and is hereby laid out and established a plan for the deepening, widening and improving of the Chicago River from a point on the west bank of the South Branch of the Chicago River, being the south line of Eighteenth Street, to the east right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railroad Company's right of way, so as to make said river, between the points aforesaid, of a uniform width of two hundred (200) feet and a depth of thirty (30) feet below Chicago City datum, in accordance with the plan hereto annexed.

SECTION 2. That to accomplish such improvement, widening and deepening of said Chicago River, it will be necessary for the Sanitary District of Chicago to acquire for the purpose aforesaid the following property:

That part of Lot one (1), Lots one (1), two (2), three (3), four (4), five (5) and six (6) of Thomas Stinson's Subdivision of Lot two (2), Lot three (3), Lot four (4) and that part of Lot five (5) east of the easterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railroad Company, in Block fourteen (14) of Canal Trustees' Subdivision of the west one-half of Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, and so much of the southeast quarter as lies west of the South Branch of the Chicago River, lying southeasterly of the following described line: Beginning at a point on the north line of Lot one (1), in said Block fourteen (14), two hundred and thirty-eight (238) feet east of the northwest corner of said Lot one (1), measured in an easterly direction along said north line; thence running southwesterly on a straight line to a point on the dividing line between Lots two (2) and three (3), in said Block fourteen (14), one hundred and ninety and five-tenths (190.5) feet southeasterly of the northwest corner of said Lot three (3), measured along said dividing line; thence southwesterly on a straight line to a point on the northeasterly line of Lot one (1), Block thirty-five (35), in said Canal Trustees' Subdivision, one hundred and ninety-seven (197) feet southeasterly of the northwest corner of said Lot one (1), measured along said northeasterly line; excepting therefrom a strip of land in Lot one (1), Block fourteen (14), and Lots one (1), two (2), three (3), four (4), five (5) and six (6) of Thomas Stinson's Subdivision of Lot two (2), recently purchased by the United States Government for the purpose of widening the South Branch of the Chicago River; situated in the City of Chicago, County of Cook and State of Illinois.

SECTION 3. The Attorney of said Sanitary District of Chicago be and is hereby instructed to file a petition for condemnation of all of said property, in the Circuit Court of Cook County, and State of Illinois, pursuant to the statute in such case made and provided, for the purpose of acquiring said property for the purpose hereinbefore stated. That the expense and cost of the taking of said property, for the purposes in this ordinance set forth, and the cost of said improvement, be defrayed by special assessment of the property benefited by said improvement to the extent that the same shall be specially benefited thereby, and the remainder of said cost to be paid by the Sanitary District of Chicago by general taxation.

SECTION 4. That the said Attorney of the Sanitary District of Chicago be and

he is hereby directed to proceed to have said special assessment levied and collected from the said property so specially benefited by said improvement, as provided by an Act of the Legislature, entitled "An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889; and also as provided by an Act of the Legislature, entitled "An act to provide for the incorporation of cities and villages," approved April 10, 1872.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance be and the same are hereby repealed."

(Accompanied by plat.)

REPORT IN REFERENCE TO COMMUNICATION FROM C., R. I. & P. RY. CO. AS TO CHANGE OF DOCK LINE ON CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, a communication from the C., R. I. & P. Ry. Co. as to the matter of changing the dock line of said company south of Taylor Street on the Chicago River; the report recommending that the proposition of the railway company be accepted, and that the President and Clerk be authorized to enter into an agreement with said company based upon the terms of said proposition.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports a communication addressed by H. A. Parker, First Vice President and General Manager of the Chicago, Rock Island and Pacific Railway Company, to Trustee Z. R. Carter, regarding the matter of changing the dock line of said company south of Taylor Street on the Chicago River. It appears from said communication that said Company has just completed a dock at the point designated, at the cost, as stated, of about fourteen dollars ($14) per lineal foot; that the amount of dock front to be removed back to the line of stakes placed by the Engineer of the Sanitary District approximates two hundred (200) feet in length. In addition to the removal of said dock, however, the District proposes to cut off from the lands belonging to said railway company about eleven hundred and sixty (1,160) square feet. It is understood in said proposition, however, that the cost of said land is included in the proposition made in the accompanying communication as to the value of the dock of said company; that is to say, fourteen dollars ($14) per lineal foot.

Inasmuch as it is necessary to remove the same in order to widen the Chicago River at said point, and inasmuch as the Committee deems the proposition of said railway company (hereinabove stated) reasonable, the Committee recommends that the same be accepted, and that the President and Clerk of the District be authorized to enter into an agreement with said Chicago, Rock Island and Pacific Railway Company, based upon the terms of said proposition, to be more fully set forth in said agreement.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
B. A. ECKHART,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE COMMUNICATION:

"CHICAGO, April 18, 1900.

Mr. Zina R. Carter, Trustee Sanitary District of Chicago, Security Bldg., Chicago, Ill.:

DEAR SIR—Regarding the matter of changing our dock line south of Taylor Street, about which you called to see me on Monday last:

I have gone over the matter quite carefully and am authorized to make the Sanitary District the following proposition: Presuming that the line of stakes

placed by your engineer, as they now stand, represents the rear side of the proposed dock, we will allow the present dock moved back to this line upon the payment to us of its cost, the new dock to be built without expense to us, upon our specifications and under the supervision of our engineer, the filling in rear of new dock also to be placed without expense to this company. You understand, I presume, that we have just finished a dock at this place, which is unfortunate, to say the least. This new dock has cost us in the neighborhood of $14 per lineal foot. The amount of dock you would disturb, and for which we would expect pay, I judge to be some 200 feet in length.

Yours truly,

(Signed.) H. A. PARKER."

REPORT IN REFERENCE TO CLAIMS ON CONTRACT FOR SECTION 16.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the report of the Chief Engineer as to certain claims against the District filed by Messrs. Hayes Bros., contractors for Section 16, and the rulings of the Chief Engineer thereon, presented and referred to that Committee at the meeting held March 14, 1900 (page 6333 of the Proceedings), the Committee report recommending that the said report of the Chief Engineer be placed on file with the Clerk.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Braden—one.

Upon this result the President declared the motion carried.

The following is

THE COMMITTEE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred, at the meeting of the Board of Trustees held March 14, 1900 (page 6333 of the Proceedings), the report of the Chief Engineer on the claims filed by Messrs. Hayes Brothers, contractors on Section 16 of the Main Drainage Channel, herewith reports that the Committee has examined said report and recommends that the same be placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is the

REPORT OF THE CHIEF ENGINEER:

"CHICAGO, March 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Messrs. Hayes Brothers, contractors for Section 16, have filed with me claims growing out of their contract for said section aggregating $54,538.74 in excess of the final estimate submitted to you of even date herewith. The chief argument advanced by them in support of these claims lies in the failure of this District to give them possession of the right of way necessary to the fulfillment of their contract within the time fixed by their contract, and the increased cost to them arising out of their having to perform the work at the advanced prices of labor and material which prevailed in 1899 above what the prevailing prices were in 1898. This claim cannot be made to cover the whole work as these contractors were given possession of all of the right of way covered by their contract from the time the same was executed, except the Wire Mills Road and except that portion thereof in front of the Controlling Works, more particularly described as lying between Station 1509+79 and 1521+33. For delays growing out of failure to give possession of the Wire Mills Road these contractors were fully compensated by payment for borrowed material used by them in making the said roadway, 23,999 cubic yards at 39 cents. Of that portion of the work between Stations 1509+79 and 1521+33 they were not given possession until on

or about June 21st, 1899. Under the then existing conditions they might have refused to proceed to finish the work without a readjustment of prices to meet the advance in wages and the extra cost of performing the work remaining to be done as a rush job, to meet the requirements of this District. This they did not do but performed the work in good faith.

I have considered all the facts covered by these claims and have decided that it is right and just to allow solid rock prices on all of the material excavated between Stations 1509+79 and 1521+33. which work was done after June 21, 1899. The aggregate amount of this material was 49,963 cubic yards, the compensation for which I fix at 70 cents per cubic yard, or a total of $34,974.10. Of this sum $19,485.57 has been already covered in the final estimate which is now before you for consideration and the remainder is covered by a voucher submitted herewith for $15,488.53, or 49,963 cubic yards at 31 cents, which is the price per cubic yard allowed in excess of 39 cents, the original contract price.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

REPORT TRANSMITTING FORM OF AGREEMENT FOR RIGHT TO CONSTRUCT MOVABLE HIGHWAY BRIDGE ACROSS CHICAGO RIVER AT CANAL STREET UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT BRIDGE COMPANY.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting form of proposed agreement, in duplicate, between the Sanitary District of Chicago and Frank M. Montgomery & Co., for the right to construct a movable highway bridge across the Chicago River at Canal Street, under the patents of the Scherzer Rolling Lift Bridge Company, the report setting forth that the District agrees to purchase for the sum of $18,000 the right to use said design, and recommending that the President and Clerk of the District be authorized and directed to execute said contract on behalf of the District, and further authorized and directed, upon the approval of said contract and the approval of the bond accompanying same by the Committee on Finance, to draw a warrant in the sum of $12,000, to be applied in part payment of the consideration in said contract.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

Mr. Jones, seconded by Mr. Smyth, moved that the contract be approved, and the President and Clerk directed to execute it.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 25, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a form of an agreement between the Sanitary District of Chicago and Frank M. Montgomery and Uri W. Weston, co-partners doing business as Frank M. Montgomery & Company. The agreement herewith presented contains the consent and approval of the Scherzer Rolling Lift Bridge Company.

The Sanitary District desires to secure bids for the construction of one movable highway bridge across the Chicago River at Canal Street, without center pier, and in place of the present bridge at that site. The firm of Frank M. Montgomery & Company has the exclusive right in Cook County, Illinois, to construct bridges of The Scherzer Rolling Lift Bridge design and under patents belonging to said The Scherzer Rolling Lift Bridge Company.

The Sanitary District, therefore, agrees to purchase, for the sum of eighteen thousand dollars ($18,000), the right to use said design and to construct said bridge under the design and patents of said The Scherzer Rolling Lift Bridge Company. The said firm of Frank M. Montgomery & Company agrees herein to prepare and deliver, within a specified time, the design and general plans for said bridge, and to supervise the con-

struction and erection of said bridge without further compensation than that above mentioned. Said firm also agrees to secure the approval of the Commissioner of Public Works of the City of Chicago to all plans and specifications to be furnished by them under the terms of said agreement.

The contract as herewith submitted has been duly signed by the firm above mentioned, and the legally-expressed consent and approval of The Scherzer Rolling Lift Bridge Company thereto has been regularly subscribed.

The Committee recommends that the plans and specifications of the bridge to be built at Canal Street, as above mentioned, shall be prepared so that the bridge when completed shall have a clear opening of one hundred and forty (140) feet in the center, and shall be otherwise so constructed as to provide for an ultimate channel of two hundred (200) feet in width and a depth thereof of thirty (30) feet.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute said contract on behalf of the Sanitary District of Chicago; and that they be further authorized and directed to draw a warrant upon the approval of the same, and the bond accompanying the same, by the Finance Committee, in the sum of twelve thousand dollars ($12,000), to be applied in part payment of the consideration expressed in said contract to said Frank M. Montgomery & Company.

Respectfully submitted,

(Signed) THOMAS A. SMYTH, *Chairman.*
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
WM. BOLDENWECK,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(Three enclosures.)

REPORT AND RESOLUTION IN REFERENCE TO SECURING ARTISTIC EFFECTS IN BRIDGE DESIGNS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting a resolution requesting the Municipal Art League to co-operate with the District in securing artistic effects in the design of proposed bridges, and directing the Clerk to communicate said resolution to the President of the Municipal Art League and invite suggestions in reference thereto.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports a resolution prepared by Trustee A. J. Jones, requesting the Municipal Art League to co-operate with the District to the end of securing artistic effects in the design of bridges about to be built; and directing the Clerk of the District to communicate with the Chairman of said League on the subject matter of said resolution.

The Committee recommends that the accompanying resolution be adopted.

Respectfully submitted,

(Signed) THOMAS A. SMYTH, *Chairman,*
J. P. MALLETTE,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
ALEX J. JONES,
Committee on Engineering."

(One enclosure).

The following is

THE RESOLUTION:

"WHEREAS, The Sanitary District of Chicago is about to construct several bridges across the Chicago River; and

WHEREAS, It is desirable that in the construction of these bridges the laws of artistic design shall be observed as far as

is consistent with the engineering necessities of the work; and

WHEREAS, The Municipal Art League is an association devoted to securing tasteful and pleasing effects in public structures in the City of Chicago; therefore, be it

Resolved, That the Engineering Committee of the Sanitary District hereby requests the Municipal Art League to cooperate with it to the end of securing as artistic effect as may be possible in the design of the bridges about to be built; and, be it further

Resolved, That the Clerk of the District is hereby directed to communicate to Franklin MacVeagh, President of the Municipal Art League, this resolution, and to inform him that any suggestions as to how the plans for these bridges may be modified so as to secure graceful and pleasing outlines without undue expense or delay to the Sanitary District, will be cordially received by the Board of Sanitary Trustees."

REPORT ON MESSAGE IN REFERENCE TO CONTEMPLATED WORK OF THE DISTRICT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the message of President Boldenweck, setting forth his views in regard to the matter of widening and deepening the Chicago River, the necessity of constructing another controlling works at some location west of our Collateral Channel, and other contemplated work of the District, presented and referred to that Committee at the meeting held April 18, 1900 (page 6419 of the Proceedings), the report recommending that said message be placed on file.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred at the meeting of the Board of Trustees, held April 18, 1900, the message from the President of the District with reference to work contemplated on the Chicago River, herewith reports that the Committee has carefully considered the subject matter thereof, and recommends that said message be placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(One enclosure.)

REPORT ON COMMUNICATION ASKING FOR REMOVAL OF CENTER PIER BRIDGES SPANNING THE CHICAGO RIVER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the petition from the Chicago River Improvement Association, requesting the removal of center pier bridges spanning the Chicago River, presented and referred to that Committee at the meeting held April 4, 1900 (page 6392 of the Proceedings), the report setting forth that the District has ordered the construction of certain bridges, and is still considering details of improvements requested, and therefore recommending that the petition be placed on file.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to which was referred at the meeting of the Board of Trustees held April 4, 1900, a petition from the Chicago River Improvement Association with reference to the removal of center pier bridges, etc., herewith reports that the District has ordered the construction of certain bridges without center piers,

and that the Engineering Committee is still considering the details of improvements requested by said petition. The Committee, therefore, recommends that the petition herewith reported be placed on file.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
THOMAS KELLY,
WILLIAM BOLDENWECK,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(One enclosure.)

REPORT IN REFERENCE TO OFFICE FOR HISTORIAN OF THE DISTRICT.

On behalf of the Committee on Rules, Mr. Jones presented, and the Clerk read, a report from that Committee recommending that the President and Clerk of the District be authorized and directed to rent a room in the Security Building for the use of Mr. Sam Burdett, historian of the District, at a rate not to exceed $25.00.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, April 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Rules herewith reports that it has become necessary to secure separate quarters for the Historian of the District, Mr. Sam Burdette, in order that the work that he has in hand may better be expedited.

To this end, the Committee advises that a room be rented in the Security Building, from month to month, for the use of said Burdette, until such time as it shall appear to the Board of Trustees meet and proper to dispense with the same.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to rent for the purpose above specified a room in the Security Building, on the condition that said room be rented from month to month, at a rate not to exceed twenty-five dollars.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
JOS. C. BRADEN,
J. P. MALLETTE,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Rules."

COMMUNICATION FROM FRANK BORKOWSKI AS TO LEASE OF DISTRICT LAND.

The Clerk presented and read a communication from Frank Borkowski, requesting the privilege of leasing certain land comprising about twenty acres on Sections 15 and 16, Town 37 North, Range 11 East of the 3rd P. M., which was read and, on motion of Mr. Jones, seconded by Mr. Kelly, was ordered referred to the Committee on Engineering without printing.

COMMUNICATION FROM GARDEN CITY SAND COMPANY.

The Clerk presented a communication from the Garden City Sand Company, dated April 23, 1900, making claim for certain indebtedness against contractors on Section 17, which, on motion of Mr. Kelly, seconded by Mr. Braden, was referred to the Committee on Engineering.

ADJOURNMENT TO SPECIAL TIME.

Mr. Wenter, seconded by Mr. Carter, moved that when this Board adjourns, it shall adjourn to meet Saturday, April 28, 1900, at 1:30 o'clock P. M.

The motion prevailed unanimously and it was so ordered.

CLOSING OF OFFICES IN HONOR OF DEWEY CELEBRATION.

Mr. Jones, seconded by Mr. Braden, moved that the offices of the Sanitary District of Chicago be closed on Tues-

day, Wednesday and Thursday, May 1, 2 and 3, 1900, and that the same be declared holidays in celebration of the visit of Admiral Dewey.

The motion prevailed unanimously and it was so ordered.

SATURDAY CLOSING OF OFFICES.

Mr. Braden presented and, seconded by Mr. Smyth, moved the adoption of the following:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed at twelve (12) o'clock noon on every Saturday from May 5 to October 6, 1900, both inclusive, and that a half-holiday be and the same is hereby extended to all the employes of said Sanitary District; and be it further

Ordered, That the Chief Engineer of said Sanitary District be and is hereby ordered, authorized and empowered to suspend the above order, so far as the same applies to employes in the field, whenever, in the judgment of said Chief Engineer, their services may be required, and in such case the Chief Engineer may substitute the equivalent of said Saturday half-holiday at such other times as the interest of the service may permit."

On roll-call, on the motion for the adoption of the order, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Smyth, the Board then adjourned.

Joseph A. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 28, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

The adjourned session of the four hundred and eighty-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Saturday, April 28, 1900, at 1:30 o'clock P. M., pursuant to motion.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six members, were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers :

Engineering Department (Chief Engineer's Roll, April, 1900)	$ 1,250 00	
Engineering Department (Division of Construction Roll, April, 1900)	5,818 51	
Engineering Department (Division of D. and D. Roll, April, 1900)	2,043 80	
Engineering Department (Division of Records Roll, April, 1900)	783 75	
		$ 9,896 06
Clerical Department (Clerk's Roll, April, 1900)		1,038 34
Law Department (Attorney's Roll, April, 1900)	$ 1,468 34	
Law Department (Joliet Roll, April, 1900)	458 34	
		$ 1,926 68
Treasury Department (Treasurer's Roll, April, 1900)		166 67

General Account (General Roll, April, 1900)	$ 475 00	
General Account (Special Roll, April, 1900)	229 33	
General Account (Special Discharge Roll, April, 1900)	7 00	
General Account (Streams Examination Roll, April, 1900)	135 00	
General Account (Trustees' Roll, April, 1900)	2,333 34	
		$ 3,179 67
Police Department (Marshal's Roll, April, 1900)		2,593 48
Construction Account (Bear Trap Dam Roll, April, 1900)		962 78
Total		$ 19,763 68

LAW DEPARTMENT.

John S. Runnells (services, General Counsel, April, , 1900)		$ 416 67

GENERAL ACCOUNT.

Geo. B. Norton (livery)	$ 10 00	
John R. Neeley (Streams Examination)	50 00	
John F. Higgins (printing Proceedings, March, 1900)	166 59	
John F. Higgins (printing)	390 00	
John F. Higgins (printing)	376 25	
John F. Higgins (printing)	326 50	
		$ 1,319 34
Grand total		$ 21,499 69

Mr. Kelly, seconded by Mr. Eckhart, moved that the vouchers, as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Eckhart, Kelly, Smyth and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1118, General Account (2,000 memorial envelopes)..... $7 00

Mr. Kelly, seconded by Mr. Smyth, moved that Requisition No. 1118, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Eckhart, Kelly, Smyth and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of March, 1900, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT.

"CHICAGO, April 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit to your Honorable Body the report of the Law Department for the month of March, 1900.

The following are the expenses of the Law Department for the month:

SALARIES.

Attorneys	$1,366 67	
Office force	435 00	
		$ 1,801 67

GENERAL EXPENSES.

Court costs	$ 461 63	
Right of way (salaries)	125 00	
Expense Account	1,701 83	
Legal services	1,025 00	
Legal services (salaries)	833 34	
Printing and stationery	12 00	
		$ 4,158 80

LAND ACCOUNT.

Will County taxes	$ 3,025 42
Total expenses	$ 8,985 89

The following suits have been begun during the month:

The Griffiths & McDermott Construc-

tion Company vs. the Sanitary District of Chicago; General Number 205,754; in the Circuit Court of Cook County. This is a suit for $60,000.00, presumably for extras.

John A. Biggott vs. The Sanitary District of Chicago; General Number, 205,-096; in the Circuit Court of Cook County. Appeal from the Justice Court.

The following proceedings were had in the several cases mentioned:

In the consolidated cases of the Canal Commissioners vs. The Sanitary District of Chicago, and the People of the State of Illinois vs. The Sanitary District of Chicago, a petition for rehearing and brief in support thereof were filed by the defendant. A motion to strike these from the files was also made and overruled.

The case of the Sanitary District of Chicago, for use of Guilford vs. Agnew, et al., was reached and set for trial.

In the case of the Bates Machine Company vs. Smith & Eastman, in the Supreme Court of this State, the judgment was entered and satisfied in full.

An investigation was made as to the liability of the District for the injury to John McNamara, while working near the Bridgeport Pumping Plant. An examination was also made with reference to the extent of the damages caused by overflow along the Desplaines River.

Opinions have been rendered upon the following questions:

As to the power of the District to acquire, by condemnation, property along the Chicago River to widen the same.

As to the right of the District to lengthen the Channel and construct wheel pits for the purpose of creating water power.

In addition to the above, the preparation of pleadings and evidence in the suits to which the District is a party, regular routine work of the office, and the general care of the matters in its charge have occupied the time of this department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

PAYMENT OF MAY INTEREST ON BONDS.

Under the head of new business, Mr. Carter presented and, seconded by Mr. Wenter, moved the adoption of the following

ORDER:

"*Ordered*, That the Clerk be, and he hereby is, instructed to draw a warrant payable to the order of the Treasurer for the sum of thirty-two thousand five hundred dollars ($32,500), to pay the semi-annual interest accruing May 1, 1900, on the balance of the first issue of bonds of the Sanitary District of Chicago outstanding, being one million three hundred thousand (1,300,000) dollars at five per cent (5%) per annum, and that the Treasurer be and he hereby is authorized and directed to pay said semi-annual interest upon the proper presentation and cancellation of the interest coupons evidencing the same, such payment to be charged to its proper account."

On roll-call, on the motion for the adoption of the order, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT

On motion of Mr. Kelly, seconded by Mr. Smyth, the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 9, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

*REGULAR MEETING.

**Note—On Wednesday, May 2, 1900, there being no members present at the hour of 2 o'clock P. M., no meeting of the Board of Trustees was held.*

The four hundred and eighty-fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, May 9, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Jones, Kelly, Mallette, Smyth and Wenter—five members, were present.

In the absence of the President the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Mallette, seconded by Mr. Smyth, moved that Mr. Alexander J. Jones be elected Temporary Chairman.

The motion prevailed unanimously, and Mr. Jones thereupon took the chair.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. C. McClurg & Co. (stationery)	$ 6 72
Thayer & Jackson Stationery Company (stationery)	24 91
Goes Lithographing Company (letter heads)	20 50
John F. Higgins (printing)	5 50
The Ryan & Hart Company (printing)	23 50

A. H. Abbott & Co. (drafting supplies)	$ 8 21	
Keuffel & Esser Company (drafting supplies)	35 93	
Eugene Dietzgen Company (drafting supplies)	37 49	
H. M. Alcott & Co. (mounting prints)	13 80	
Sprague, Warner & Co. (sundries)	2 28	
L. K. Sherman (anchor bolts)	10 00	
Ignatz Novak & Co. (coal)	13 50	
M. D. Rider & Co. (repairing typewriter)	15 00	
The Waukesha Water Company (water)	20 25	
J. H. Alexander (rent Lockport, April 1, 1900)	17 00	
Hans Isak (gauge reading, April 1, 1900)	10 00	
Sibley Warehouse and Storage Company (storage, three months)	30 00	
Ralph Modjeski (professional services)	51 90	
Robert W. Hunt & Co. (inspecting iron and steel)	292 40	
Burke & James (photo supplies)	92 70	
Henry Gebhart (shelving)	69 15	
William Trinkaus (expense)	36 89	
W. T. Keating (expense)	42 31	
H. B. Alexander (expense)	58 69	
Isham Randolph (postage stamps)	50 00	
Isham Randolph (flow measurements, etc.)	211 01	
		$ 1,199 64

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Section 17)		258 96

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	5,573 75	
Lydon & Drews Company (Lake Front Park filling)	2,080 00	
Lydon & Drews Company (By-pass Chicago River)	10,612 38	
Lydon & Drews Company (Metropolitan Railroad Tunnel Chamber)	4,500 00	
Toledo Bridge Company (Belt Railway Bridge)	2,656 50	
Heldmaier & Neu (concrete mixing pans)	85 00	
Heldmaier & Neu (Section 17, Tail Race)	2,184 40	
Heldmaier & Neu (Section 17, May 1, 1900)	3,265 66	
Chicago Bridge & Iron Company (Sec. 18, C. R. I. & P. R. R. Bridge)	8,832 00	
Henry R. Worthington (repairing pumps)	115 46	
Chicago, Rock Island & Pacific Ry. Co. (Sec. 18, Temporary Bridge)	376 97	
C. T. T. R. R. Co. (Section E, Desplaines River Bridge)	168 45	
C. T. T. R. R. Co. (Section E, Main Channel Bridge)	232 94	
C. T. T. R. R. Co. (Section O, Panhandle Bridge)	2,794 68	
Chicago & Alton Railroad Company (moving freight offices)	91 00	
J. A. Fisher (Section K, Belt Railway Bridge)	26 10	
Continental Lumber Company (Section O, Panhandle Bridge)	142 90	
Marsh & Bingham Company (Section O, Panhandle Bridge)	411 97	
Fitzsimons & Connell Company (King Dock, Ft. Wayne Bridge)	1,398 00	
The Metropolitan West Side Elevated Railway Company (water)	6,625 00	
Griffiths & McDermott (By-pass, Van Buren street)	350 00	
Griffiths & McDermott (By-pass, Adams street)	101 73	
J. H. Winterburn Plumbing Company (repairing C. & A. freight office)	469 45	
R. B. Arnold (coal and coke)	130 25	
Aug. Zander Company (salamanders)	98 00	
Garden City Sand Company (cement)	75 00	
The King Sand Company (sand)	18 00	
McDonnell Odometer Company (canvas)	15 00	
Continental Bolt & Iron Works (bolts Panhandle Bridge)	79 15	
		$ 53,509 74
Grand total		$ 54,968 34

Mr. Smyth, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Jones, Kelly, Mallette, Smyth and Wenter—five. Nays—none.

Upon this result the Chairman declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1119, General Account (Steamer "Juliet," machine oil).....$3 00

Mr. Mallette, seconded by Mr. Kelly, moved that requisition No. 1119, as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Jones, Kelly, Mallette, Smyth and Wenter—five. Nays—none.

Upon this result the Chairman declared the motion carried.

SEMI-ANNUAL PROPERTY RETURN FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Chief Engineer transmitting the semi-annual property return from the Engineering Department for the half year ending December 31, 1899, which was read, and by unanimous consent was ordered printed, and with accompanying property return placed on file.

The following is

THE REPORT:

"CHICAGO, May 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the property return of the Engineering Department for the half year ending Dec. 31, 1899.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer."

REPORT IN REFERENCE TO REPLANKING CERTAIN DOCK PROPERTY.

Mr. Smyth, Chairman, presented and the Clerk read a report from the Committee on Engineering, recommending that the Chief Engineer be authorized and directed to purchase lumber and hire the men necessary to replank certain dock property formerly belonging to Henry A. Dupont, condemned by the Sanitary District and later conveyed to the Federal Government.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Jones, Kelly, Mallette, Smyth and Wenter—five. Nays—none.

Upon this result the Chairman declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that the Sanitary District condemned certain property on the Chicago River, in 1898, near Halsted Street, belonging to Henry A. Dupont, and it was stipulated in said suit that the Sanitary District should construct a new dock and replank the same, and place it in as good condition as the dock along said property at the time of the condemnation suit. This property was afterwards conveyed to the Federal Government, and the Federal Government agreed to construct the dock, but did not agree to replank the same.

Your Committee recommends that, since the Sanitary District is under contract to replank the dock, the Chief Engineer of the District be authorized and directed to purchase the lumber, hire the men and do the necessary planking of said dock.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
THOMAS KELLY,
A. J. JONES,
FRANK WENTER,
Committee on Engineering."

RESOLUTION IN REFERENCE TO CERTAIN IMPROVEMENTS ON THE CHICAGO RIVER.

Under the head of new business Mr. Wenter presented, and, seconded by Mr. Kelly, moved the adoption of the following

RESOLUTION:

"WHEREAS, The Board of Trustees and

his Honor, the Mayor of the City of Chicago, have had a number of conferences in the past in reference to the construction of bascule bridges on the South Branch of the Chicago River; and,

WHEREAS, At said conferences it was tacitly agreed by the Trustees of this Board to assume the construction of said bascule bridges on the South Branch of said river, in order to enable the sending of an increased flow with a less current through said South Branch; and,

WHEREAS, The Board of Trustees took affirmative action in relation to the construction of said bridges by the adoption of the unanimous report of the Committee on Engineering (see page 6410 of the Proceedings of the Board of Trustees); therefore, be it

Resolved, That the President of this Board be directed to notify his Honor, Mayor Carter H. Harrison, of the action of this Board, whereby it assumes the construction of said bascule bridges and also the widening of said Branch of the river; and that he be also directed to notify the Mayor of the action of this Board in the adoption of three bascule bridges at various points along the South Branch of said river and transmit a copy of said report to the Mayor showing the action of the Board in that matter."

The motion prevailed unanimously, and it was so ordered.

AUTHORITY IN REFERENCE TO PROPOSED ACTION OF LAKE CARRIERS' ASSOCIATION.

The Chair announced that he had just been informed by Mr. F. J. Firth, Chairman of a Committee representing the Lake Carriers' Association, recently in session at Buffalo, New York, that a notice would be served upon the Sanitary District during the afternoon that on Tuesday next a Committee, representing the Lake Carriers' Association would appear before the Honorable Elihu Root, Secretary of War, at Washington, D. C., and in the interest of navigation request the issuance by the War Department of an order so modifying and regulating the flow of water through the Chicago River and the Main Drainage Channel as to preserve and protect the navigation interests of the Great Lakes.

On motion of Mr. Wenter, seconded by Mr. Mallette, it was ordered that in case notice of such proceeding should be served, it should be the sense of the Board of Trustees of the Sanitary District of Chicago that as many Trustees as possible should proceed to Washington, to the end that no order permanently prejudicial to the interests of the District would be entered by the Secretary of War; and that such Trustees as might visit Washington be empowered and directed to authorize the Honorable Wm. M. Springer, resident counsel of the Sanitary District at Washington, D. C., to take such action in the premises as might be deemed necessary to the interests of the Sanitary District.

The Chairman announced that the contemplated motion necessitated the expenditure of money and required a roll-call.

On roll-call the vote stood: Yeas—Messrs. Jones, Kelly, Mallette, Smyth and Wenter—five. Nays—None.

Upon this result the Chairman declared the motion carried.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Smyth, the Board then adjourned.

THOS. S. BELL,
Acting Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 16, 1900

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, May 16, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

Mr. Kelly, seconded by Mr. Wenter, moved that the minutes of the regular meeting held April 25, of the adjourned session of the same held April 28, and of the regular meeting held May 9, 1900, be approved as printed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to minutes of May 9, on which he voted nay*), Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (*except as above stated*). Nays—none. (*Except as above stated.*)

Upon this result the President declared the motion carried.

Before voting on approval of the minutes, Mr. Mallette made the following explanation in reference to the discussion as to the approval of that part of the Proceedings of May 9, regarding the action of the Board as to the resolution in reference to certain improvements on the Chicago River, and asked unanimous consent to have the same recorded in the Proceedings, which was granted:

"I will vote in the affirmative, but I wish to explain my vote. I think that

if we are obligated under this resolution to build all the bridges on the South Branch of the river, we are not going to have money enough to do it. I don't want to absolve the city from any of its duties to build the bridges along the river, but I am in favor of constructing the four bridges which were named heretofore. I simply want to put myself right in the record."

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

W. M. Hughes (expense)	$ 20 35	
Isham Randolph (expense)	308 35	
		$ 328 70

CLERICAL DEPARTMENT.

A. P. Little (stationery)	$ 7 50	
Goes Lithograph Company (stationery)	14 00	
		$ 21 50

GENERAL ACCOUNT.

A. B. Dick (stationery)	$ 2 55	
A. Hannibal (repairing furniture)	7 25	
Thayer & Jackson Stationery Company (printing)	35 50	
Werner's Livery Stable (livery)	13 50	
Geo. E. Haseltine (livery)	12 00	
John F. Higgins (printing proceedings)	279 44	
Security Deposit Company (rent May, 1900)	478 33	
Elite Laundry (laundry)	14 16	
Youghiogheny & Lehigh Coal Company (coal)	63 00	
Thos. M. Sullivan (sundry supplies)	152 43	
Isham Randolph (expense)	76 00	
Richards & Co. (streams examination)	1 00	
W. H. Hennessy (streams examination)	18 75	
Adams Express Company (streams examination)	82 79	
American Express Company (streams examination)	43 90	
United States Express Company (streams examination)	159 25	
E. H. Sargent & Co. (streams examination)	53 49	
Arthur R. Reynolds (streams examination)	281 55	
Edwin O. Jordan (streams examination)	368 85	
Arthur W. Palmer (streams examination)	369 50	
		$ 2,463 24

LAW DEPARTMENT.

Chas. M. Fishback (stenographic services)	$ 16 00	
J. W. Nadelhoffer (expense)	79 44	
M. J. Brady (stenographic services)	307 90	
		$ 403 34

POLICE DEPARTMENT.

W. L. Felkner (expense)	$ 1 10	
W. L. Felkner (expense)	11 62	
Thos. Hayden (expense)	1 50	
Murray & Co. (flags)	6 00	
Thos. F. Ryan (coal)	22 50	
E. J. Coen (expense)	95 93	
		$ 138 65

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (By Pass, Adams Street)	$ 3,688 63	
Pennsylvania Steel Company (C. T. T. R. R. Bridge)	3,015 99	
H. B. Alexander (concrete clay pockets)	88 89	
Isham Randolph (sundries)	218 84	
Daniel Sullivan (controlling works roadway)	1,367 72	
The J. G. Wagner Company (Joliet bridges)	1,324 76	
Thomas Moulding Company (cement)	417 58	
Continental Bolt and Iron Works (Lock No. 1, I. & M. Canal)	23 50	
W. H. Salisbury & Co. (Lock No. 1, I. & M. Canal)	13 56	
Riverside Steam Boiler Works (Lock No. 1, I. & M. Canal)	14 85	
Crerar, Adams & Co (Lock No. 1, I. & M. Canal)	17 97	
A. Sharp (Lock No. 1, I. & M. Canal)	24 65	
A. J. Dunbar (Lock No. 1, I. & M. Canal)	41 87	
Charles Bartlett (Lock No. 1, I. & M. Canal)	46 61	
Alfred Wenberg (Lock No. 1, I. & M. Canal)	81 00	
George M. Huss (Lock No. 1, I. & M. Canal)	151 75	
George M. Huss (Lock No. 1, I. & M. Canal)	201 63	
John Spry Lumber Company (Lock No. 1, I. & M. Canal)	173 16	
Hibbard, Spencer, Bartlett & Co. (Lock No. 1, I. & M. Canal)	216 02	
Benezette Williams (Lock No. 1, I. & M. Canal)	274 50	
Francis Beidler & Co. (Lock No. 1, I. & M. Canal)	1,441 99	
Western Stone Company (Lock No. 1, I. & M. Canal)	3,001 50	
Green's Dredging Company (Lock No. 1, I. & M. Canal)	375 00	
Green's Dredging Company (Lock No. 1, I. & M. Canal)	400 00	
Green's Dredging Company (Lock No. 1, I. & M. Canal)	2,500 00	
Green's Dredging Company (Lock No. 1, I. & M. Canal)	6,652 10	
Joseph F. Haas, Clerk (Lock No. 1, I. & M. Canal)	158 20	
Joseph F. Haas, Clerk (Lock No. 1, I. & M. Canal)	15,314 06	
		$ 41,276 33
Grand total		$ 44,631 76

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers in favor of the Green's Dredging Company for $375.00, $400.00, $2.500 00 and $6,652.10. and Joseph F. Haas, Clerk, for $15,314.06, on all of which he voted nay*), Carter, Eckhart, Kelly, Smyth (*except as to voucher in favor of Green's Dredging Company for $375.00, $400.00, $2,500 00 and $6.652 10, and Joseph F. Haas, Clerk, for $15,314.06, on all of which he voted nay*), and Wenter—seven (*except as above stated*). Nays—none (*except as above stated*). Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried

REQUISITION.

The Clerk presented the following requisition:

No. 1120, General Account (carpets), $200.00.

Mr. Smyth, seconded by Mr. Braden, moved that Requisition No. 1120, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF LEASE FOR OFFICES OF DISTRICT.

The Clerk presented a report transmitting the lease between the Security Deposit Company and Sanitary District of Chicago, for certain premises now occupied by the District, for the year ending April 30, 1901, and setting forth that said lease has been duly executed and a duplicate copy of same delivered to said company, and therefore recommending that said lease be placed on file.

By unanimous consent, the report was ordered printed, and with accompanying lease, placed on file.

The following is

THE REPORT:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease, dated April 12, 1900, between the Security Deposit Company and the Sanitary District of Chicago for certain premises now occupied by the District, for the year ending April 30, 1901, the same having been duly executed as authorized by the Board of Trustees at the meeting held April 11, 1900 (page 6415 of the Proceedings), and a duplicate copy of same delivered to said company, and I therefore recommend that said lease be placed on file.

Respectfully submitted,

JOSEPH F. HAAS,

Clerk."

(Two enclosures.)

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of April, 1900, which was read and, by unanimous consent, ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 866,552 12
From Collector Lake View, Sanitary District Tax Account	65,377 63	
From Collector Hyde Park Sanitary District Tax Account	160,460 28	
From Collector South Town, Sanitary District Tax Account	57,100 55	
From Collector West Town, Sanitary District Tax Account	179,761 62	
From Collector North Town, Sanitary District Tax Account	100,761 61	
From J. F. Haas, Clerk, Police Department	60 00	
From J. F. Haas, Clerk, Construction Account	297 68	
From J. F. Haas, Clerk, General Account	15 05	
From J. F. Haas, Clerk, Land Account	150 00	
From J. F. Haas, Clerk, Land Account	105 00	
From J. F. Haas, Clerk, Land Account	52 50	
From Chicago National Bank, Interest Account	531 51	
		$ 564,673 43
Total cash received for month		$ 1,431,225 55

Disbursements.

Clerical Department	$ 1,074 83	
Treasury Department	333 34	
Engineering Department	11,812 08	
Construction Account	174,096 36	
Law Department	1,941 43	
General Account	8,134 85	
Maintenance Account	1,170 82	
Police Department	2,715 33	
Tax Warrants Paid, Levy 1896	408 66	
Tax Warrants Paid, Levy 1899	653,738 38	
Interest Paid on Tax Warrants	20,918 53	
Total cash disbursed,		$ 876,344 61
Balance this date, in banks (as per schedule endorsed hereon)		554,880 94
		$ 1,431,225 55

Schedule.

Chicago National Bank	$ 528,942 16
National Bank of Illinois	25,938 78
Total	$ 554,880 94

CHICAGO, May 8, 1900.

(Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR WORK ON SECTION 18.

The Clerk presented and read a report from the the Chief Engineer, being final certificate with reference to the completion of the contract with Messrs. Gahan & Byrne for work on Section 18, and the several orders relating thereto, except certain portions, as set forth in the report.

In reference to the same matter Mr. Carter presented and the Clerk read a statement on the subject signed by himself and Mr. Eckhart, and, permission being granted by unanimous consent to such other members as might desire to express their views, statements were also received from Messrs. Wenter and Jones, as shown hereafter.

Mr. Smyth, seconded by Mr. Jones, moved that the report of the Chief Engineer be received, and that the President and Clerk be directed to pay to said contractors the sum of $52,686.77, the amount found to be due in said final certificate, upon the execution by the said contractors, of a proper receipt for same, in the usual form as heretofore.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to item of $6,186 53, on which he voted nay*), Carter (*except as to item of $6,186.53, on which he voted nay*), Eckhart (*except as to item of $6,186.53, and that part of item for $22.100 00 not yet paid, on which he voted nay*), Jones, Kelly, Smyth and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*). Excused and not voting, Mr. Mallette—one.

Upon this result the President declared the motion carried.

Before voting, the following explanations were made, permission being granted for their insertion in the Proceedings, by unanimous consent.

By Mr. Braden—"In explanation of my vote, which I wish recorded, I wish to ask Chief Engineer Randolph if the only item in dispute is the one of $6,186.53? He having answered yes, I wish to vote aye on the balance of the final voucher, and to state that, owing to attacks having been made on me by some of the Chicago papers, I vote no as to the $6,186.53, so as to have the matter immediately tested under the 'Tuley law,' which I believe will prove that the Chief Engineer is in error as to his interpretation of the language of his order to the firm of Gahan & Byrne, and that the court will sustain the opinion of our Attorney and General Counsel, that we are liable for same, and that the finding of said court will show that the Attorney and General Counsel understand the English language."

By Mr. Mallette: "I ask to be passed on this question, because of the fact that when the bill was first presented and passed upon by the Committee on Engineering I was not present, being absent from the city, and I am not conversant enough with the facts to vote intelligently."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Messrs. Gahan & Byrne, contractors for Section 18, have completed the work covered by their said contract, dated July 26, 1898, and the several orders relating thereto issued by the Chief Engineer, except that portion of the excavation under the Chicago, Rock Island & Pacific R. R. Bridge, and except a small amount of excavation in the channel of the Desplaines River, which they had not completed at the time they had to abandon the work when the water of the Main Channel was turned into the Desplaines River, January 17, 1900.

This certificate is given, subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract. I am compelled to omit the usual statement that this work was done to the satisfaction of the Chief Engineer.

The volume and value of the work performed under the original contract, the several orders of the Chief Engineer, and the adjustments as to compensation made by him or by the Engineering Committee of your Honorable Board, are as follows:

Excavation, Head I, 161,996 cubic yards at $0.452	$ 73,222 19
Excavation, Head II, 3,649 cubic yards at $0.58	2,116 42
Levee embankment, Head III, 77,296 cubic yards at $0.22	17,005 12
Overhaul, McDonough street fill, 138,428 cubic yards at $0.00¾	1,038 21

Construction Retaining Wall, Head VI, 6,277.1 cubic yards at $4.05	$ 25,422 26
Excavation, under Head VI, 2,936 cubic yards at $0.36	1,056 96
Repair I. and M. Canal Lock No. 5, excavation, Head VII, 2,038 cubic yards at $1.50	3,057 00
Repair I. and M. Canal Lock No. 5, concrete, Head VII, 1,720.1 cubic yards at $6.00	10,320 60
Construction and removal levee, Order I, 5,300 lineal feet at $8.00	42,400 00
Fifty feet excavation in channel, Order II, 14.509 cubic yards at $1.10	15,959 90
Overhaul on levee material, Order III, 284,359.6 cubic yards at $0.00¾	21,326 97
Tail Race excavation, Order IV, 35,363 cubic yards at $1.83	64,714 29
Overhaul on Tail Race excavation, Order V, 773,311 cubic yards at $0.00¾	5.799 83
Protection Wall, concrete, 218.7 cubic yards at $6.00	1,312 20
Cofferdam, construction and removal, Order V, 811 lineal feet at $8.00	6,488 00
Granite concrete, 58.2 cubic yards at $15.00	873 00
Excavation, Protection Wall, etc., 138 cubic yards at $1.50	207 00
Construction of conduit with brick lining, Order VII, lump sum, 95.7 per cent	12,153 90
Orders 6, 8, 9, 10, 11, 12, 13, 14, and removal of Dams 1, 2 and Adams Dam; lump sum, 100 per cent	55,050 00
Extension penitentiary ditch, earth excavation, 844 cubic yards at $0.60	506 40
Extension penitentiary ditch, rock excavation, 550 cubic yards at $0.90	495 00
Cass street, rock excavation, 1,044 cubic yards at $2.50	2,610 00
I. and M. Canal and Retaining Wall, rip-rap, 14,904 cubic yards at $0.45	6,706 80
Excavation under Jefferson street, temporary bridge, 1,831 cubic yards at $2.50	4,577 50
McDonough street fill, 3,556 cubic yards at $1.00	3,556 00
Solid rock excavation, intercepting ditch, 2,241 cubic yards at $0.90	2,016 90
Earth excavation, intercepting ditch, 2,241 cubic yards at $0.60	$ 1,344 60
Overhaul on levee, order of Engineering Committee, 824,870 cubic yards at $0.00¾	6,186 53
Extra concrete for dam and conduit, 1,826.5 cubic yards at $9.00	16,438 50
Repair of tow-path wall, 504.4 cubic yards at $4.80	2,421 12
Extra concrete in sluice gates, 96.5 cubic yards at $9.00	868 50
Extra excavation, guard lock, 457 cubic yards at $1.50	685 50
Back filling, Lock No. 5 and tow path wall, 942 cubic yards at $0.30	282 60
Extra excavation, dam and conduit, 6,580 cubic yards at $1.83	12,041 40
Excavation, C., R. I. & P. R. R. Bridge, 6,575 cubic yards at $2.50	16,437 50
Concrete, C., R. I. & P. R. R. Bridge, 980.2 cubic yards at $8.00	7,841 60
To 100 per cent. of agreed compensation ($22,100.00) for total of rock in excess of contractors' estimate	22.100 00
Total amount to date	$466,640 30
Less amount on previous estimates	413.953 53
Amount due	$ 52,686 77

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

(Accompanied by voucher for $52,686.77.)

The following is

THE STATEMENT OF MESSRS. CARTER AND ECKHART.

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN--As members of your Committee on Engineering, we have had under consideration the claim of contractors on Section 18 for payment of overhaul on material necessary to complete levee, as provided in the original contract. Our conclusions were reached after considering the following facts: On January 16th, 1899, an adjustment was made with Messrs. Gahan & Byrne, for the doing of certain work not covered by the original con-

tract for Section 18, but made necessary by the decree of the Circuit Court of Will County. The terms of this agreement were set forth in an order from the Chief Engineer, which was duly accepted by Gahan & Byrne. The Chief Engineer stated at the time that in his judgment the prices fixed for doing the several items of work covered by the order were more than liberal, and amounted in the aggregate to about forty-five thousand dollars in excess of his estimates, but in order to complete the work on the section by October 1st, 1899, the contractors' prices were finally acceded to. Among other things covered by the order, item three read: "You will complete the levee along the east side of the Desplaines River, extending from Jefferson Street to Hickory Creek, to a uniform elevation of minus fifty, placing therein as a core approximately twenty-three thousand cubic yards of earth filling, and reinforcing this core with about thirty-four thousand cubic yards of rock filling. For this work you will be paid three-quarters of one cent per cubic yard for each hundred feet the material is hauled, computed upon the average haul." Although the intention of the order, as shown by the volume and yardage, was to limit the payment to the increased volume of material over and above the original levee, which was clearly outlined and described in the original contract and was not changed by the order for additional work, still these contractors recently made the claim that the order covered material for all of the levee which was not completed at the time the order was issued. The Chief Engineer, having full knowledge of all the facts, as well as the language of the contract, ruled against the claim of the contractors for payment for overhaul on that part of the material placed in the levee which was covered in the original contract. The contract makes the decision of the Chief Engineer final and binding on both parties, and the rule of this Board has been to insist upon the enforcement of that clause of the contract.

We think the majority of the Committee erred in setting aside the ruling of the Chief Engineer, and coming after the allowance to the same firm upon the same work of a sum aggregating twenty-two thousand one hundred dollars for rock classification where there is no warrant in the contract for such procedure, and the payment of forty-two thousand four hundred dollars for a crib or levee, which we, from our own knowledge, must agree with the Chief Engineer in characterizing as a "ghost of a levee," payment for which was based upon purely technical grounds, we wish to call attention to the fact that the object, for which the majority of the Committee ordered the above sums paid, was not accomplished, for January the 16th found these contractors still doing work which was to have been completed October 1st, 1899, and the waters from the Sanitary Channel forced them to quit. The tail-race is still unfinished, and this District has had to expend thousands of dollars for the protection of that work; and all of this large expenditure was made necessary by the failure of Messrs. Gahan & Byrne to complete the section in accordance with the terms of the contract.

The minority members of your Committee feel that the time has come when we should enter our protest against the further payment of money to the contractors on Section 18, against the ruling of the Chief Engineer and in excess of the terms of the contract.

Respectfully submitted,

(Signed) Z. R. CARTER,

B. A. ECKHART,

Members of the Committee on Engineering."

The following is

THE STATEMENT OF MR. WENTER.

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The amount of $6,186.53 was allowed Gahan & Byrne without the approval of the Chief Engineer, but the Attorneys of the District, contrary to the opinion of the Chief Engineer, ruled that the amount so voted by a majority of the Board, Gahan & Byrne were legally entitled to, and their opinion is based on the verbiage of the order given by the Chief Engineer. The whole question as to the correctness and legality of this matter is a question of whether our Legal Department is more competent to interpret the language of an order or contract than our Chief Engineer; hence my vote was cast for the amount as above stated because I relied strictly on the opinion of our Legal Department. A failure to vote that amount would have meant a litigation and the Sanitary District would not have a leg to stand on to defend its case. So much for that phase of the question.

For a year and a half prior to the

opening of the Canal the Trustees have made heroic strides to open this Canal, and only by extraordinary efforts and by concessions that were made to the contractors and other parties whose assent was needed to open this canal, a majority of the Trustees were enabled to accomplish this result. The Joliet situation below the controlling works was clear since December, 1895, but no actual work was begun until the contracts were let on Section 18 bearing date of July 13, 1898, which shows an interim of not less than three and one-half years. I have no desire to bring up and speak of whereases and reasons why in that interim no perceptible progress was made. To tell that story would be to dwell on a very lengthy one, and perhaps when the history of this work is written up some time in the future it will record that a great loss of valuable time occurred on this work and that it was consequently crowded into a very short space of time for completion.

After these contracts were let on July 13, 1898, a controversy arose with the Illinois and Michigan Canal Commissioners as to the ownership of the water-power created over Dam No.1. We were advised by no other than Mr. John P. Wilson, the former General Counsel of this Board, that our legal title to said water-power had very little color. Nevertheless, a litigation was sought and had with these Canal Commissioners from which resulted a decree entered by Judge Hilscher changing the former contracts entered into with Gahan & Byrne and added considerable work. These changes and additional work had to be performed in compliance with the decree of the court, but the Board of Trustees could not readvertise the work on Section 18, inasmuch as Gahan & Byrne held the contract for that section. The Board had but two ways to adjust this matter, and that is, either to buy the rights of these contractors which they held by virtue of their contract and thereby relinquish their contract, or to adjust the matter with them for the new conditions existing by reason of the decree of the court.

As one member of this Board, I took the position then that in order to have this channel finished some time before the expiration of the term of the present Board of Trustees that all haste should be made to adjust this contract on an equitable basis that it might be prosecuted with diligence. I feared greatly any litigation, because other litigation in Joliet had brought on this Board an unlimited expense and years of delay. I take special pride to record that as one member of this Board I went into conferences with the Chief Engineer and Mr. Byrne, of Gahan & Byrne, and by my suggestions, principally in dividing up the various classes of the work, a final agreement was reached with said contractors to cover the additional work of said contract so decreed by the court. The firm of Gahan & Byrne, however, had one claim which they would not relinquish, that being the classification of rock and earth which was in dispute emanating from the original contract let July 13, 1898.

When this adjustment was presented to the Committee on Engineering I urged its adoption and at that time set forth the necessity of the completion of this work. I recognized this adjustment as one of great importance for I was fully cognizant of the fact that a settlement in Joliet was an absolute necessity and that the work contemplated under the contract as changed by the decree of the court was difficult to perform owing to the fact that it largely depended on conditions of the elements and others too numerous to mention here, and experience has fully demonstrated these conditions during the progress of construction. The adjustment of this contract, although only a majority of this Board voted for it, was the first effectual step towards the opening of this channel, and I am proud to say as one member of that Board I have no apology to offer, but to the contrary, I am glad that the matter was adjusted at that time.

The additional amount so awarded to the contractors to comply with the decree of the court turned out to be one of a close margin. Labor, raw material and everything entering into said work began to advance very materially in price and judging from what was paid to other contractors on the line of the canal route. in order to complete the work on time, I am free to say the additional amount paid the contractors on Section 18 will show up very favorable on the credit side to the Sanitary District.

Later on while the work was being prosecuted a reclassification was made on a part of the work which covered the old contention, claimed under the original contract making the material part rock and part earth, and I must say that the settlement made on this matter was considered one of fairness and equity. While it is true that the contractors on said section have not finished the work strictly on time, this accusation

does not apply to these contractors alone. There were others that fell down in their efforts to comply with the agreements entered into by the Board of Trustees and the respective contractors. It is not necessary to mention the names of these firms for the records of the Board stand for this assertion. It is also true that the contractors were not entirely at fault because the section was not finished on time as many delays were created, such for instance, as the settlements of the bridge questions with the authorities of the City of Joliet which brought up a delay of several months by the Board of Trustees of the Sanitary District, and the final adjustment with the municipality of Joliet brought about no better terms than those first originally demanded, and this has in no small way delayed the contractors on said section. A miserable cement that was allowed by the Engineering Department of this Board to be placed in the construction of Dam No. 1, and which was afterwards condemned and had to be torn out and thereby necessitated the rebuilding of a large part of said dam, added and interfered very seriously in the prosecution of the work on Section 18, and in all fairness we must admit that this was not the fault of the contractors. We must also admit that said dam was to be rebuilt within three or four weeks, but it took nearly three months to do so by our own Deparment.

In conclusion, I desire to state that the situation through Joliet was always considered a very difficult one to overcome. The construction of the Channel through the City of Joliet was complicated in many ways, and was so recognized by Engineers that were connected with this District in the capacity of Trustees and otherwise; so when complication did arise that necessitated an adjustment it was but the natural result of the situation that was unavoidable and principally owing to the fact that this work was left to be done until the Channel was to be opened and when everything else along the line of the entire Channel was well toward the finishing touches. The foresight of that part of the work pertaining to and through the City of Joliet was not one of great wisdom on the part of this Board and the amount of so-called extras that were paid to Gahan & Byrne is small when compared to those which were paid to others, owing, first, to the stubbornness of the majority of the Trustees to make settlement with the people of Joliet; and, second, the postponement of the entire work through Joliet on account of allowing themselves to get into the litigation with the Illinois and Michigan Canal Commissioners. This has cost this District many times more than the $6,186.53 paid to Gahan & Byrne for the overhaul, which payment was strictly mandatory on the District and was so advised by our Legal Department.

I will add that during my incumbency as Trustee of this District for a period of eleven years I have always stood by the Chief Engineer in the award of the final certificates given to contractors in his decisions of awarding extras, and so forth; not that I believe in every instance that the Chief Engineer was right in his decisions, but I believe in the principle because he is placed in the position to arrive at said decisions of award. However, when there is any dispute consisting of the interpretation of the language of the orders or contracts of the Chief Engineer, and our Legal Department decides contrary to the interpretation of the Chief Engineer, it would be absurd to contest the case in court when our attorneys have warned us that the Chief Engineer's decision is not in accordance with the law. I do not believe it would be good policy for the Board of Trustees to override the decisions of the Chief Engineer in the rejection or award of extras pertaining to contracts when he is fully sustained by our Legal Department, because a deviation in that instance by the Board would open the way to ignore the Chief Engineer's function, and such mode I would consider very injurious to the best interests of the Sanitary District.

Respectfully submitted,

(Signed) FRANK WENTER.

The following is

THE STATEMENT OF MR. JONES.

"I concur in the above views of Trustee Wenter and especially in his observations regarding the great expense in the Joliet work resulting from errors and lack of foresight of the Engineering Department. The reconstruction of the dam, which the Chief Engineer promised could be done in three weeks, required nearly three months—although the entire work was done by the Engineering Department force and under the direction and supervision of the Chief Engineer. Surely this delay and inefficiency can be charged to no contractor. Again, the negotiation and approval by the Chief Engineer of a contract with

the City of Joliet, impossible of execution by reason of an agreement to build "half at a time" a bridge across the Desplaines River, placed us completely at the mercy of that municipality at a critical period of our work and resulted in the deliberate levy of over $25,000 tribute from the Sanitary District for the benefit of the City of Joliet. The recent annual message of the Mayor of the City of Joliet points with pride to this successful brigandage, which was solely the result of the errors and lack of foresight of the Engineering Department.

ALEX. J. JONES."

ANNUAL REPORT FROM LAW DEPARTMENT FOR 1899.

The Clerk presented a report from the Law Department for the year 1899, which, by unanimous consent, was ordered printed and placed on file.

To the Honorable Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In compliance with the rules of your Honorable Board, I herewith present a report of the Legal Department of the Sanitary District of Chicago for the year A. D. 1899.

Much of the time and attention of this department have been devoted to the preparation of contracts. These contracts involved the outlay of large sums of money and derived an added importance from the fact that upon the fidelity of the performance of each depended the immediate success of the entire undertaking.

Numerous bills for injunctions were filed in different counties against the District. Many of these sought to delay the completion of a material part of the work of the District. Some injunctions were sought to intercept the outlay of moneys for incidental expenses. Some proceedings were evidently intended as coercive measures, seeking to delay some essential part of the work at a critical moment and thereby induce this Board to make concessions it would not otherwise have made. At one time seven bills for injunctions were pending against this District. Three were in the Circuit Court of Will County, two of them being on behalf of the City of Joliet and one in the name of the People of the State of Illinois. Two were in the Fulton County Circuit Court and two in the Cook County Circuit Court. These cases were so disposed of as not to delay the opening of the Main Channel.

The legal questions arising during the past year have been at once important in their bearings and difficult of solution. Such are the scope and character of the powers of this District that the exercise of these powers often developed conditions not common to other municipal corporations. From these conditions arose law questions which this department was compelled to pass upon without the aid of precedents. I might also allude to the constant pressure upon this Board to complete the great work by a given time. Thus it frequently occurred that serious law questions were passed upon by this department in the absence of precedent and in the presence of expediency.

SUITS PENDING.

The following is a list of the various suits pending in the different courts, to which the District is a party.

Western Stone Company vs. Sanitary District of Chicago, Supreme Court.

Sanitary District of Chicago vs. Delaware, Lackawanna and Western Railroad Company, County Court, No. 16,964.

Sanitary District of Chicago vs. Chicago Terminal Railroad Company, County Court, No. 17,137.

Sanitary District of Chicago vs. Chicago Terminal Transfer Railroad Company, County Court, No. 17,430.

McArthur Bros. vs. Sanitary District of Chicago, Superior Court, No. 197,437.

Mason, Hoge, King & Co. vs Sanitary District of Chicago, Circuit Court, No. 194,751.

Belt Railway Company vs. Sanitary District of Chicago, Superior Court, No. 199,046.

John V. Farwell Company vs. Sanitary District of Chicago, et al., Superior Court, No. 200,956.

McMahon & Montgomery Company et al. vs. Sanitary District of Chicago, Circuit Court, No. 198,939.

Susie Garrett vs. Sanitary District of Chicago, Circuit Court, No. 198,611.

Commissioners of Highway of Township of Lemont vs. Sanitary District of Chicago, Circuit Court, No. 199,601.

City of Joliet vs. Sanitary District of Chicago, Circuit Court of Will County, No. 17,807.

Sanitary District of Chicago vs. Ricker, Lee et al., Circuit Court, No. 199,913.

Edward Bornemann vs. Blaine et al., Circuit Court, No. 199,720.

Jos. Kompare vs. City of Joliet et al., Will County Circuit Court.

Geo. Fagan vs. E J. Coen, Circuit Court, No. 199,482.

People by Attorney General vs. Sanitary District of Chicago, Circuit Court of the United States, No. 25,350.

Canal Commissioners vs. Sanitary District of Chicago et al., Supreme Court of Illinois.

People by, etc. vs. Sanitary District of Chicago, Supreme Court of Illinois.

American Forcite Powder Company vs. Guilford et al., United States Circuit Court, No. 24,284.

Sanitary District for use of Guilford vs. Agnew et al., Circuit Court. No. 174,500.

Jos. O. Wright vs. Western Dredging and Improvement Company et al., Superior Court, No. 193,710.

King, for use of Mitchell, vs. Sanitary District of Chicago, Superior Court, No. 195,279.

Edward Cahill vs. Guilford, Agnew, Smith et al., and Sanitary District of Chicago, No. 143,959.

Alfred Harlev vs. Sanitary District of Chicago, Circuit Court, No. 159,797.

Western Wheel Scraper Company vs. Sanitary District of Chicago et al , Circuit Court, No. 156,517.

Bridget McGuirl vs. Sanitary District of Chicago Appellate Court, No. 8,469.

Lazarus Silverman vs Sanitary District of Chicago, Circuit Court, No. 162,799.

J. J. McCaughey vs. Sanitary District of Chicago et al., Superior Court, No. 179,197.

Hero vs Sanitary District of Chicago, Appellate Court, No. 8,542.

Burke vs Sanitary District of Chicago, Appellate Court, No. 8,543.

Myron H. Beach vs. Western Manufacturing Insurance Company et al., No. 171,429.

Goerner vs. Sanitary District of Chicago, Circuit Court, No. 166,547.

Howard, assignee Ketcham Lumber Company, vs. Harlev et al., Circuit Court, No. 166,549.

A. Peterson vs. Harlev et al., Circuit Court, No. 166,891.

John Lynch vs. Qualey Construction Company et al., Circuit Court, No. 159,807.

A. P. Bowers vs. J. B. Brown et al., United States Circuit Court, No. 24,505.

Richard Free vs. Sanitary District of Chicago, Superior Court, No. 183,631.

Guilford vs. Agnew & Co. et al., Circuit Court, No. 174,498.

Guilford vs. Agnew & Co. et al., in the Circuit Court, No. 174,499.

P. H. O'Donnell, Adm , vs. Qualey Construction Company et al., Circuit Court, No. 175,164.

Lemont State Bank vs. Sanitary District of Chicago, Superior Court, No. 186,576.

Smith & Eastman vs. Sanitary District of Chicago et al., Circuit Court, No. 178,626.

Weir, McKechney & Co vs. Sanitary District of Chicago, Superior Court, No. 188,300.

Griffiths & McDermott Construction Company vs. Sanitary District of Chicago, Circuit Court, No. 181,343.

Qualey Construction Company vs. Sanitary District of Chicago, Circuit Court, No. 182,654.

Wright, Meysenburg, Sinclair & Carry vs. Sanitary District of Chicago, Superior Court, No. 192,856.

Bridget Mitchell, Executrix, vs. Sanitary District of Chicago, Superior Court, No. 195,286.

Sanitary District of Chicago vs. Glos, Will County, No. 15,754.

Ray vs. Sanitary District of Chicago, Supreme Court, No. 17,233.

Postal Telegraph & Cable Co. vs. Sanitary District of Chicago, Circuit Court of Cook County, No. 202,574. Assumpsit $4,000.

People of the State of Illinois, ex rel., Sanitary District of Chicago vs. Philip Knopf, County Clerk, Circuit Court of Cook County, No. 202,826. Petition for mandamus.

John Busse et al. vs. Sanitary District of Chicago and City of Chicago, Superior Court of Cook County, No. 203,692. Case, $100,000.

CASES DISPOSED OF.

The following cases in which the Sanitary District was a party were tried and disposed of during the year:

Edward and Philomene Payette vs. Sanitary District of Chicago, Superior Court, No. 143,959.

Peter McCullough vs. Sanitary District of Chicago, Circuit Court No. 156,775.

A. Markiewizc vs. Mason, Hoge, King & Co., and Sanitary District of Chicago, Circuit Court, General No. 164,067.

Phoenix Powder Company vs. Weir, McKechney and Sanitary District of Chicago, No. 7,700.

Geo F. Blake Manufacturing Company vs. Sanitary District of Chicago, Supreme Court.

McArthur Bros. vs. Sanitary District of Chicago, Circuit Court, General No. 176,622.

People, for use of Sanitary District of Chicago, vs. Redieske et al., Circuit Court, General No. 177,925.

People, for use of Sanitary District of Chicago, vs. Redieske, Circuit Court, General No. 177,926.

Mason, Hoge, King & Co. vs. Sanitary District of Chicago, Supreme Court, No. 182,650.

King, for use of Bridget Mitchell, vs. Sanitary District of Chicago, Superior Court, No. 195,279.

Bates Machine Company vs. Smith & Eastman and Sanitary District of Chicago, Appellate Court.

Sanitary District of Chicago vs. Schuster et al., Supreme Court, No. 17,233.

Sanitary District of Chicago vs. Adam et al., Supreme Court.

Canal Commissioners vs. Sanitary District of Chicago, Will County Circuit Court.

Allen vs. Sanitary District of Chicago, Will County Circuit Court.

Sanitary District of Chicago vs. Chicago and Western Indiana Railroad, Circuit Court, No. 155,827.

Carl Moll vs. Sanitary District of Chicago, Dupage County Circuit Court, No. 5,166.

Ricker, Lee & Co. vs. Sanitary District of Chicago, United States Appellate Court, No. 23,704.

Mary T. Burke vs. Sanitary District of Chicago et al., Circuit Court, No. 197,398.

Sanitary District of Chicago vs. Joliet, Mount et al., Will County Circuit Court.

Angus vs. Gindele et al., Circuit Court, No. 165,190.

People vs. Murray, Kane County, No. 23,894.

People vs. Vail, Kane County, No. 23,895.

Kent vs. Sanitary District of Chicago, Circuit Court, No. 148,033.

Geo. P. Lee vs. Sanitary District of Chicago, Superior Court, No. 192,077.

A. Dickinson Company vs. Sanitary District of Chicago, Circuit Court, No. 181,191.

Canal Commissioners vs. Sanitary District of Chicago et al., Fulton County Circuit Court, No. 14,798. Appealed to Supreme Court.

The People of the State of Illinois, by B. M. Chiperfield, State's Attorney, vs. Sanitary District of Chicago, Fulton County Circuit Court, No. 14,799. Appealed to Supreme Court.

James Ray vs. Sanitary District of Chicago, in the Circuit Court of Will County.

Cook & Rathbone Company vs. Sanitary District of Chicago, in the Supreme Court of Illinois.

Chester S. Allen vs. Sanitary District of Chicago, in the Circuit Court of Will County.

The Sanitary District of Chicago vs. Alanson Sweet et al., in the Circuit Court of Will County.

The Sanitary District of Chicago vs. American Stone Company et al., in the Circuit Court of Will County.

The Sanitary District of Chicago vs. Ricker, Lee & Company, in the Circuit Court of Cook County.

City of Joliet vs. Sanitary District of Chicago et al., in the Circuit Court of Will County.

LITIGATION.

The following important proceedings were had in the cases mentioned:

In the case of James Ray vs. the Sanitary District, a verdict was returned and judgment rendered for $320.00 for damages caused by flooding the premises in question for a period of four years prior to the starting of the suit. Under the decision of the Appellate Court in this case, the District will be liable for all future damages and for attorney's fees in all cases of this character. And the same

principles will apply to all cases of the same nature hereafter started if the Appellate Court decision stands as the law.

In the case of Henry J. Burke vs. the Sanitary District, Judge Hanecy held that the eight-hour law applied to inspectors of the Sanitary District, and that employes can recover for any time in excess of that limitation, even when not expressly contracted for, and when a receipt for all services has been executed at the time of monthly payment.

In the case of Ricker, Lee & Co. vs. the Sanitary District, an accounting was had before Master in Chancery, in which the complainant proved a loss of between $75,000 and $80,000, which, together with the reserve percentage retained by the District, made an aggregate sum approximating $100.000.00. On the first hearing before Master Sherman, the allegation of fraud on the part of the District was made by the complainants, in withholding sufficient information in regard to the character and condition of material to be excavated, which allegation was sustained by the Master and by Judge Grosscup. The United States Circuit Court of Appeals reversed the findings of the lower court after an elaborate argument, holding that there was no fraud on the part of the Sanitary District, and that had there been fraudulent representations made by it, they were waived by the contractors on continuing the excavation under the contract. This case was pending in the courts for four years. The decision in this case practically disposes of the similar case of Weir, McKechney & Co. vs. Sanitary District of Chicago.

In the case of Mason, Hoge, King & Co. vs. Reddick et al., an opinion was rendered by the Supreme Court holding that a writ of mandamus should not be granted to pay certain allowances to the petitioners unless they first executed the required receipt.

The Sanitary District of Chicago vs. John B. Mount et al., in the Circuit Court of Will County. This was a bill for an injunction, which was granted, restraining the defendants from interfering with the removal of the bridges across the Desplaines River at Cass and Jefferson Streets. Before the final hearing, an agreement was entered into between the parties providing that no further action to enforce the injunction would be taken on condition that the District complete the temporary bridge across the river at Jefferson Street and assume all liability for damages for injuries occasioned by the removal of the gas and water mains, change of street railway tracks and wires, and put the same in perfect condition for traffic before removing the old Jefferson Street Bridge in the City of Joliet.

In the case of the People of the State of Illinois vs. Sanitary District of Chicago, which was an information in equity for an injunction to prevent the opening of the Main Channel until the final report of the Special Commissioners had been approved by the Governor and an agreement entered into with the Canal Commissioners providing for the maintenance of the Summit level of the Illinois and Michigan Canal after such opening This case was removed to the Circuit Court of the United States on the ground that a Federal question was involved and a motion to remand was denied. Thereupon the Attorney General moved to dismiss the information, which was argued at length before Judge Kohlsaat and taken under advisement.

The cases of the Canal Commissioners vs. Sanitary District of Chicago et al., No. 14,798, in the Fulton County Circuit Court, and the People of the State of Illinois by B. M. Chipperfield, States Attorney, vs. Sanitary District of Chicago et al., No. 14,799, in same court were, by consent of both parties, consolidated. These were bills for injunction to restrain the District from removing the dams at Henry and Copperas Creek, in the Illinois River. The case was argued on demurrer and the petition denied. Appeal was taken to the Supreme Court and, by stipulation, the injunction remains in force until the decision of the upper court.

OPINIONS.

The following written opinions were rendered during the year, and in addition thereto numerous verbal opinions were given during the course of committee debates:

An opinion in reference to the annexation of the Calumet District to the Sanitary District.

On the legal status of the Sanitary District with reference to the proposed subway at Thirty-first Street and Western Avenue.

In reference to the alteration of the bid of the Toledo Bridge Company at Jefferson and Cass Streets, in Joliet.

As to the liability of the Sanitary District for damages to property adjacent to the Chicago River caused by erosion.

On re-advertising for the Eight Track Bridge.

As to the legal effect of the clause in the contracts of the District, providing that the decision of the Chief Engineer shall be binding upon the parties regarding all matters.

Two opinions in regard to the water power rights of the Illinois Steel Company in the Upper Basin at Joliet.

In reference to the legal rights of the Sanitary District to remove the poles and wires of the Telegraph Cable Company from its right of way.

In reference to the bill in chancery of the Belt Railway Company to enjoin the District from interfering with the complainant while removing clay and earth from the spoil bank of the District.

On the question of delinquent taxes.

On the question of suppressing gambling within the right of way of the District.

With reference to the liability of the Sanitary District for the expenses of the Chicago Terminal Transfer Railway Company in ascertaining whether or not the plans and specifications of the Taylor Street Bridge agree.

With reference to the question of allowing the Scherzer Rolling Lift Bridge Company to assign its contract to McArthur Bros. Company.

Rights of the District under the contract with Christie & Lowe for the work on Section K.

Legal status of the Sanitary District with reference to the proposed subway at Thirty-first Street and Western Avenue.

Regarding the duty of Lydon & Drews Company under its contract with the District to remove all material excavated from the Chicago River.

As to the defense that may be interposed by Ricker, Lee & Co. in the suit filed by the District for damages for breach of its contract.

In reference to maintaining the By-pass Tunnel.

Regarding the law questions involved in the communication of Messrs. Darrow, Thomas & Thompson, in reference to the settlement of the controversies between the District and Ricker, Lee & Co.

As to the validity of the act of the Committee authorizing the Chief Engineer to enter into a contract with one Connelly.

Respecting the status of the contract between the District and Messrs. Gahan & Byrne.

In reference to the relations of the Sanitary District with The Scherzer Rolling Lift Bridge Company under the contract of August 9, 1898.

Rights of Prescott to show the agreement of the District to construct a levee in a condemnation suit proposed to be instituted.

In addition to the above an examination of the records of the Secretary of State at Springfield and of the records of the Treasury and War Department at Washington, in reference to the title to certain property adjacent to the Illinois and Michigan Canal, was made by the Law Department.

AGREEMENTS, CONTRACTS AND BONDS.

The agreements, contracts and bonds executed during the year, in the preparation of which the Law Department has participated, are in part as follows:

Agreement with the American Steel and Wire Company of New Jersey, conveying certain land for water power and for motor for transmission of water power.

Agreement with the Atchison, Topeka and Santa Fe Railway Company for temporary occupation of right of way for use of eight-track bridge at Campbell avenue.

Supplemental agreement with Atchison, Topeka and Santa Fe Railway Company et al. ("Santa Fe System") in reference to movable bridges.

Agreement with Atchison, Topeka and Santa Fe Railway Company in reference to exchange of certain lands near Joliet, Ill.

Agreement with Belt Railway Company and Chicago and Western Indiana Railroad Company of Chicago for crossing right of way.

Agreement with the Chicago Bridge and Iron Company for substructure, superstructure and auxilliary work for Van Buren Street approach span across the by-pass along Chicago River; for Taylor Street Bridge and for superstructure for Chicago, Rock Island and Pacific Railway Company Bridge across the Desplaines River at Joliet.

Supplemental agreement with Chicago Junction Railway Company in reference to extension of time on movable bridges; also agreement with same company providing for transfer of Chicago Terminal Transfer Railroad Company's tracks.

Agreement with the Canal Commis-

sioners providing for the maintenance of the "Summit level."

Agreement with the City of Chicago for construction of Canal Street bridge.

Agreement, contract and bond with the Joliet Bridge and Iron Company for superstructure for tow-path bridge crossing River Diversion.

Agreement of City Trust Safe Deposit and Surety Company of Philadelphia, consenting to assignment of contract for substructure of eight-tract bridge to McArthur Bros. Company.

Agreement with Joliet Railroad Company for temporary crossing of Desplaines River at Jefferson Street, Joliet, Illinois.

Agreement with Metropolitan West Side Elevated Railroad Company for By-pass.

Agreement with same and Pennsylvania Company for By-pass.

Agreement with David Oliver for conveying land and for transmission of water power.

Contract and bond with Pennsylvania Steel Company for superstructure of bridge for Chicago Terminal Transfer Railroad Company across Chicago River, near Taylor Street.

Agreement with Thomas Moulding Company for cement for use of substructure for Eight-Track Bridge.

Agreement, contract and bond with Toledo Bridge Company for Belt Railway Company and Chicago and Western Indiana Railroad Company Bridge.

Agreements, contracts and bonds with J. G. Wagner Company for Jefferson and Cass Street Bridges at Joliet, Illinois.

ORDINANCES.

The following ordinances were prepared and drawn by this department during the year:

1. For the tax levy of 1899.

2. For the payment of interest on 1899 tax levy warrants.

3. For Stephen street subway at Lemont, Illinois.

4. For construction of bridge and highway at Romeoville, Illinois.

5. For appropriation of $25,000 for use of Special Commissioners Chicago Drainage Canal for payment of salaries and other bills.

6. For construction of Cass and Jefferson Street Bridges and repair of Jackson Street Bridge in Joliet, Illinois.

7. For change of plan in construction of Cass and Jefferson Street Bridges and repair of Jackson Street Bridge in Joliet, Illinois.

8. For issue (ninth) of $1,000,000 currency bonds, 3½ per cent.

IN GENERAL.

The classified expenses of this department for the year just closed were as follows:

SALARIES.

Attorneys	$16,066 75	
Office force	5,010 00	
		$21,076 75

GENERAL EXPENSES.

Court costs	$ 2,911 45	
Right of way (salaries)	1,375 00	
Expense account	7,213 30	
Legal services (salaries)	5,000 00	
Legal services (extra)	9,112 59	
Books, printing and stationery	1,796 51	
		$27,408 85
Total departmental expenditures		$48,485 60

In connection with the above statement it is proper, perhaps, to observe that of the item showing $9,112.59 paid for extra legal services, the sum of $6,052 59 was incurred under previous administrations and was paid shortly after the undersigned assumed charge of this department. This would leave the actual amount incurred and paid for additional legal services during the past year the sum of $3,060 00. In view of the multifarious litigation and complex questions that have continually arisen during the closing months of the construction period of the Drainage Channel, this compares favorably with the expenditures of previous years, and it is safe to assume, now that the vexed problems that have confronted us in the past year have been successfully disposed of, the expenses of the current year will show a marked and decided decrease.

But little was done in right of way matters during the past year, the District having practically acquired all the land necessary for its corporate uses before my assuming connection with your Honorable Body. The sum of $17,102.23 was expended on account of right of way purposes, mainly in Will County. Only one condemnation suit was tried during the year, viz.: The Sanitary District of Chicago vs. Alanson Sweet et al., in Will County Circuit Court. The sum of

$2,410.00 was awarded for the taking of the whole or parts of 110 lots south of the Rock Island Railroad Bridge, between Canal and River, in the City of Joliet. The sum of $2,500.00 was paid to Chester S. Allen in settlement of all differences arising out of a certain ejectment suit pending against the District involving title to certain lands deeded to the District. During the year the District transferred to the United States the Spry, Roelker and Dupont property abutting on the Chicago River, acquired by purchase and condemnation, for which the Government reimbursed the District the amount paid by it to the original owners of the same, viz., $21,086.50. Below is a detailed statement of expenditures on account of right of way purposes during 1899.

LAND ACCOUNT.

Will County—		
Lands acquired by purchase.	$ 4,394 54	
Lands acquired by condemnation	2,410 00	
Land damages (Gahan & Byrne)	433 10	
Allen settlement	2,500 00	
Taxes for 1898	3,229 80	
Abstract account	1,076 45	
		$14,043 89
Cook County—		
Rent of by-passes		3,058 34
Total expenditures		$17,102 23

The land account should be credited with the following amounts, received during the year, viz:

Jan. 9—Proceeds of sale of machinery on right of way and rent of warehouse 19 days	$ 62 80
Mar. 3—Rent of land on Contract Section 6	30 00
Mar. 13—Rent of building on right of way	100 00
June 2—Rent of land on right of way.	15 00
June 26—Rent of land on Contract Sections B and C	112 50
Oct. 19—Rent of land on Contract Sections B and C	112 50
Oct. 19—Proceeds of sale of old iron	100 00
Nov. 9—Sale of Swift's boarding house	50 00
Nov. 10—Rent of land on Contract Section 6	30 00
Nov. 11—Sale of Spry land to U. S. Government	9,707 50
Dec. 18—Sale of Roelker land to U. S. Government	2,014 00
Dec. 26—Sale of Du Pont land to U. S. Government	9,365 00
Land account credits during year	$21,699 38
There is also a credit of court costs returned in the Schuster case amounting to the sum of	240 00
Making a total to be credited of	$21,939 38

Appended to this report is a tabulated statement of all the land and lots acquired by the District for its corporate purposes since its organization, the area of the same, the manner and method of its acquisition, the amount paid or awarded for the same, from whom originally acquired, and the date of transfer or decree.

Respectfully submitted,

(Signed.)

CHARLES C. GILBERT,

Attorney.

TABLES ACCOMPANYING
ANNUAL REPORT OF
LAW DEPARTMENT : : : : :

TABLE I.

LOTS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES

Tract No.	DESCRIPTION.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Manchester, said Manchester being a subdivision of that part lying north of the Illinois and Michigan Canal of the E. ½ of the N. E. ¼, Sec. 36, T. 39 N., R. 13, E. of the 3d P. M.:					
206 200 199	Lots 1 to 10, both inclusive, in Block 1. Lots 23 to 32, both inclusive, in Block 1. Lots 1 to 12, both inclusive, in Block 2.	T. Prentiss.	$18,500 00	.....	Feb. 21, 1894	
202	Lots 19 and 20 in Block 1	Dan'l Jones.	1,000 00	.....	Feb. 21, 1894	
198a	Lot 13 in Block 2	H. P. Brown	500 00	.....	Feb. 21, 1894	
198 197	Lot 14 in Block 2. Lot 15 in Block 2.	C. D Brown	1,000 00	.....	Feb. 21, 1894	
196	Lot 16 in Block 2	Wm. G. Cody	500 00	....	Feb. 21, 1894	
194	That part of Lots 17 to 32, both inclusive, in Block 2, lying east of a line drawn from a point in the north line of said Lot 32, which is 61.5 feet west of the N. E. corner of said lot to a point in the south line of said Lot 17, which is 53 ft. west of the S. E. corner of said lot	Union Stock Yard and Transit Co.	4,000 00	.....	Jan. 10, 1896	
190	Lots 6, 7, 8, 9 and 10 in Block 5 in Lichty's Subdivision of Blocks 4 and 5 (except Lots 1 to 5, inclusive, in Block 5)	A. Heinrich.	1,000 00	.....	July 14, 1894	
189	The north 130 ft. of the east 125 ft. of Block 5 in Pitts and Lichty's re-Subdivision of Blocks 3, 4, 5 and 6	W. Horn.	4,000 00	.....	Dec. 30, 1893	Includes $1,500.00 for house, barn and lease.
188	Lot 22 in Sabath's re-Subdivision of Block 4.	A. & F. Blecka	.....	$ 450 00	July 14, 1894	
187	Lot 21 in Sabath's re-Subdivision of Block 4.	Jos. Sabath.	.....	475 00		
186	Lot 19 in Sabath's re-Subdivision of Block 4.	W. Heineman	.....	1,460 84		
182	Lot 14 in Sabath's re-Subdivision of Block 4.	C. Jindrich.	.....	7,650 48		
181	Lot 13 in Sabath's re-Subdivision of Block 4.	County Clk.	.....	113 68		
180	Lot 12 in Sabath's re-Subdivision of Block 4.					
178	Lots 3 to 11, both inclusive, in Sabath's re-Subdivision of Block 4.					
Pt.175	Lots 23, 24, 26 in Sabath's re-Subdivision of Block 4.					
187a	Lot 20 in Sabath's re-Subdivision of Block 4	F. Hauser...	500 00	.....	Jan. 2, 1894	
185	Lots 17 and 18 in Sabath's re-Subdivision of Block 4	A. Leddin.	1,700 00	.....	Dec. 27, 1893	$500.00 per lot and $700.00 for cottage.
184	Lot 16 in Sabath's re-Subdivision of Block 4	F. Janos.	500 00	.....	Jan. 5, 1894	
183	Lot 15 in Sabath's re-Subdivision of Block 4	A. Engelke.	1,300 00	.....	Dec. 27, 1893	$500.00 for lot and $800.00 for cottage.

193	Block 3 of Pitts & Lichty's re-Subdivision of Blocks 3, 4, 5 and 6, save and except a triangle in the S. E. corner thereof; said triangle being more particularly described as follows: Beginning at a point on the north line of 32d street, 25 ft. west of the S. E. corner of said Block 3; thence eastward along the north line of 32d street 25 feet; thence northward along the west line of Campbell avenue 50 ft.; thence southwesterly 56 ft., more or less to the place of beginning.					
192	That part of Block 6 of Pitts & Lichty's re-Subdivision of Blocks 3, 4, 5 and 6 as lies north and west of a curved line more particularly described as follows: Beginning at the N. W. corner of said block; thence south along the west line of said Block 198 ft. to a point; thence northeasterly at an angle of 60 deg. 8 min. with said west line 46 ft. to a point; thence northeasterly by a curved line to the left with a radius of 435 ft. for a distance of 242 ft., more or less, to a point on the northern boundary of said block, 208 ft. to the point of beginning.					
191 and 173	All that part of Lots 10, 11, 12, 37 and 38 of Block 5, lying north and west of a line 70 ft. distant from and parallel with the center line of the most northerly main track of the A., T. & S. F. R. R. Co. in Chicago as now located and built; said Block 5 being Lichty's Subdivision of Blocks 4 and 5 (except Lots 1 to 5, inclusive, of Block 5).					
171a	A strip of land situated in the W. ½ of the S. W. ¼ of the N. E. ¼ of Sec. 36, 39, 13, described as follows: Beginning at a point on the west line of the said N. E. ¼, 57.1 ft. south of the N. W. corner of the S. W. ¼ of the N. E. ¼ of said section, said point being 50 ft. perpendicularly distant from the center line of the most northerly main track of the A., T. & S. F. R. R. Co. in Chicago as now located and constructed; thence northeasterly and parallel with said center line 153.4 ft. to a point on the north line of the S. W. ¼ of the N. E. ¼ of said section; thence east along said north line 115.3 ft. to a point northwest of and 7 ft. perpendicularly distant from the center line of the most northerly main track of the A., T. & S. F. R. R Co. in Chicago; thence southwesterly, northwest of and 7 ft. perpendicularly distant from and parallel with said center line 278 2 ft. to the west line of the N. E. ¼ of said Sec. 36; thence north along said west line 46.3 ft. to the place of beginning.					Tracts 169a and 171a are to be transferred to the Chicago, Madison and Northern R. R. Co. under agreement heretofore entered into. (See page 4089 of proceedings.) The total acreage in these six tracts is as follows: 169a..... 1 418 171a ..... 213 191 and 173 ..... 100 192 ..... 566 193..... 2 426 Total.....4.723
169a	A strip of land in N. W ¼ of Sec. 36, described as follows: Beginning at a point on the west line of the S. E ¼ of the N. W. ¼ of said Sec. 36, 582.87 ft. south of the N. W. corner of said S. E. ¼ of the N. W. ¼, said point being N. W. of and 50 ft. perpendicularly distant from the center line of the most northerly main track of the A., T. & S. F. R. R. Co. in Chicago; thence northeasterly and parallel to said center line 1,436.5 ft. to a point on the east line of the N. W. ¼ of said section, 57.1 ft. south of the N. E. corner of the S. E. ¼ of the N. W. ¼ of said section; thence south on the east line of said N. W. ¼ of said section 463 ft. to a point northwesterly of and 7 ft. perpendicularly distant from the center line of the most northerly main track of the A., T. & S. F. R. R. Co. in Chicago; thence southwesterly and parallel to said center line 1,436.5 ft. to a point on the west line of the S. E. ¼ of the N. W. ¼ of said section; thence north on said west line 46.3 ft., more or less, to the place of beginning.....	Atchison, Topeka & Santa Fe R. R. Co. in Chicago	20,000 00	.....	May 5, 1897	
179	Lots 1 and 2 in Sabath's re-Subdivision of Block 4.....	R. Berndt.	1,700 00	.....	Nov. 22, 1893	Includes $700.00 for building.
177	Lot 33 in Sabath's re-Subdivision of Block 4.....	Fred Scharf.	500 00	.....	Feb. 21, 1894	
	Carried forward.....	.....	$56,700 00	$9,550 00		

LOTS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
			Purchase.	Condemnation.		
	Brought forward	.....	$56,700 00	$9,550 00		
176	Lots 30, 31 and 32 in Sabath's re-Subdivision of Block 4	J. Klanke.	2,200 00	.....	Jan. 2, 1894	Includes $700.00 for building.
Pt. 175	Lot 25 in Sabath's re-Subdivision of Block 4	F. Krulis.	900 00	.....	Jan. 2, 1894	
	Lot 27 in Sabath's re-Subdivision of Block 4	A. Velcek.	500 00	.....	Jan. 2, 1894	
	Lot 28 in Sabath's re-Subdivision of Block 4	J. Vondracek	1,100 00	.....	Feb. 7, 1894	Includes $600.00 for building.
	Lot 29 in Sabath's re-Subdivision of Block 4	Anna Vesela.	1,300 00	.....	Jan. 2, 1894	Includes $800.00 for building.
174	Lots 6, 7, 8, 9 and 39 to 50, inclusive, in Lichty's Subdivision of Blocks 4 and 5	F. Livingston	.....	4,800 00	Nov. 23, 1893	
	Manchester, for relinquishment of various squatter rights.	.....	1,175 00	.....	.....	
14a	Lot 25 in Block 3 in the Singer & Talcott Stone Co.'s Subdivision of the W. ½ of the S. E. ¼, north of the Illinois and Michigan Canal in Sec. 20, T. 37, R. 11	C.N. Loucks	1,000 00	.....	Aug. 11, 1896	To be transferred to A., T. & S. F. Ry. under agreement of May 25, 1896.
	Total		$64,875 00	$14,350 00		

TABLE II.

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES.

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
217a	That part of the E. ½ of the S.W. ¼ of Sec. 30, T 39 N., R. 14, E. of the 3d P. M. Beginning at a point on the W. line of said E. ½ of said S.W. ¼, 1,055.5 ft. N. of the S. line of said section, and running thence N. 67 deg. 13 min. E. to the center thread of the west fork of the South Branch of the Chicago River; thence northwesterly along said center thread to its intersection with a line drawn northerly from the point of contact of the W. line of said E. ½ of said S. W. ¼ with the southerly margin of said river and at right angles to the general course of said river there; thence southerly along said line to said southerly margin; thence south along said W. line of said E. ½ of said S. W. ¼ to the place of beginning	30	39	14	10.42	Ebenezer Buckingham.	$27,328 00	.....	Mar. 28, 1894	
217	That part of the E. ½ of the S. W. ¼ of Sec. 30, T. 39 N., R. 14 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the W. line of the E. ½ of said S. W. ¼ 72 ft. N. of the S. line of said section and running thence N. on said W. line 983.5 ft.; thence N. 67 deg. 13 min. E. to the center thread of the West Fork of the South Branch of the Chicago River; thence E along said said center thread to the E. line of said S. W. ¼ of said section; thence S. on said E. line to the northerly boundary lineof the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago, said boundary line intersecting said E. line at a point 530 ft., more or less, N. of the S. line of said section; thence southwesterly along said northerly boundary line to a point 201 ft. N. of the S. line of said section, measured on a line drawn at right angles to the S. line of said section from a point in said S. line 827.6 ft. W. of the S. E. cor. of said S. W. ¼ of said section; thence in a straight line to the point of beginning.....	30	39	14	31.44	Ebenezer Buckingham.	128,904 00	.....	Mar. 17, 1894	
216	That part of the E. ½ of the S.W. ¼ of the S.W. ¼ of Sec. 30, T. 39 N., R. 14 E. of the 3d P. M., lying S. of a line drawn from a point on the W. line of said Sec. 30, 512 feet N. of the S.W. cor. of said Sec. 30 to a point on the E. line of the S. W. ¼ of the S. W. ¼ of said Sec. 30, 1055.5 ft. N. of the S. line of said section and lying N. of a line drawn from a point on the S. line of said section, 286 ft. W. of the S. W. cor. of said S. W. ¼ of the S. W. ¼ of said section to a point on the E. line of said S. W. ¼, 72 feet N. of the S. line of said section	30	39	14	13.83	Nettie F. McCormick, et al.	48,405 00	.....	Mar. 17, 1893	

214	The S. 100 ft. of the W. ½ of the W. ½ of the S. W. ¼, except the W. 290 ft. thereof taken for a boulevard	30	39	14	0.86	A.C.Badger and W. T. Burgess.	3,440 00	.....	Nov. 15, 1893	
213a	Lot 5 of the County Clerk's Division of unsubdivided lands in that part S. of the West Fork of the South Branch of the Chicago River of the W. ½ of the W. ½ of the S. W. ¼ (except boulevard)	30	39	14	1.59	Leander J. McCormick, et al.	6,320 00	.....	July 23, 1894	
213	That part of the W. ½ of the W. ½ of the S. W. ¼ of Sec. 30, T. 39 N., R. 14, E. of the 3d P. M. Beginning at a point in the west line of said section, 512 ft. north of the S. W. corner thereof and running thence south on said west line 229 feet, thence east on a line parallel with the south line of said section 290 feet, more or less, to the N. E. corner of the boulevard; thence south on a line parallel with the west line of said section to a point 100 feet north of the south line of said section 375.9 feet, more or less, to the east line of said W. ½ of the S. W. ¼; thence north on said east line 683.75 feet; thence southwesterly in a straight line to the point of beginning, excepting therefrom so much of said premises as are known and described as Lot 5 in the County Clerk's Division of unsubdivided lands in that part lying south of the west fork of the South Branch of the Chicago River of the W. ½ of the S. W. ¼ (except boulevard) of	30	39	14	5.65	McCormick Co. et al.	23,485 84	.....	Sept. 20, 1894	1.55 acres transferred to West Park Comrs.
207	That part of the S. E. ¼ of the S. E. ¼ of Sec. 25, T. 39 N., R. 13, E. of the 3d P. M., described as follows: Beginning at a point 283 ft. north of the south line of said Sec. 25 and 33 feet west of the east line of said section and running thence west 546.66 feet on a line parallel with the south line of said section to the east line of land conveyed by George W. Lay to the Union Stock Yard and Transit Co., thence north along said east line to a point 551.07 feet north of the said south line of said section; thence east on a line parallel with the south line of said section to a point 33 feet west of the east line of said section; thence south 268.07 feet to the point of beginning	25	39	13	3.36	George W. Lay.	20,000 00	.....	Oct. 26, 1895	1.37 acres transferred to West Park Comrs.
172	That part of the E. 613 ft. of the N. W. ¼ of the N. E. ¼ of Sec. 36, T. 39 N., R. 13 E. of the 3d P. M., lying N. of a line parallel with and 60 ft. northwesterly at right angles from the center line of the original right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago, said center line being a line parallel with and 260 ft. northwesterly at right angles from the northwesterly reserve line of the Illinois and Michigan Canal.	36	39	13	13.70	George Wilshire Estate.	41,100 00	.....	June 30, '93	
	Carried forward	....	....	....	80.85		$ 298,982 84			

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	80.85		$ 298,982 84			
171	That part of the W. 721 ft. of the N. W. ¼ of the N. E. ¼, lying N. of a line parallel with and 60 ft. northwesterly at right angles from the center of the original right of way of the Atchison, Topeka & Santa Fe R. R. Co. in Chicago, said center line being a line parallel with and 260 ft. northwesterly at right angles from the northwesterly reserve line of the Ill. and Mich. Canal and S. of a line drawn from a point in the W. line of said section 1,090.1 ft. N. of the W. ¼ corner of said section to a point in the N. line of said section 1,306.51 feet W. of the N. E. corner of said section.....	36	39	13	13.93	W. Wilshire Estate.	42,240 00	.....	Dec. 18, '93	
170	That part of the E. ½ of the N. E. ¼ of the N. W. ¼, lying south of a line drawn from a point in the west line of said section 1,090.1 feet north of the West quarter corner thereof to a point in the north line of said section, 1,306.15 feet west of the N. E. corner thereof.....	36	39	13	10.26	Jos. A. Sleeper.	30,780 00	.....	Nov. 9, '93	
169	That part of the S. E. ¼ of the N. W. ¼, lying N. of the northerly boundary line of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago and west of a line parallel with and 362 feet west of the east line of said S. E. ¼ of said N. W. ¼, excepting therefrom the north 100 feet thereof.....	36	39	13	6.51	Thomas Rutter.	19,530 00	.....	Sept. 5, '93	
157	That part of the W. ½ of the S. W. ¼ of the N. E. ¼, lying east of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago and south of a line drawn from a point in the east line of said N. E. ¼, 33.94 feet north of the center of said section to a point in the east line of said section, 1,090.10 feet north of the east quarter corner of said section.....	35	39	13	2.51	Jacob Rehm.	5,522 00	.....	Nov. 18, '93	
168	That part of the W. ½ of the N. E. ¼ of the N. W. ¼, lying S. of a line drawn from a point in the W. line of said section and 1,090.10 ft. N. of the W. quarter corner of said section to a point in the N. line of said section, 1,306.51 ft. W. of the N. E. corner of said section.....	36	39	13	6.26					
129	That part of the E. ½ of the S. W. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M., lying N. of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.....	4	38	13	5.04	Chas. H. Smyth, Roger P. Chew, H. H. Walker.	23,000 00	.....	Aug. 15, '93	

167	That part of the E. ½ of the E. ½ of the N. W. ¼ of the N. W. ¼, lying S. of a line drawn from a point in the W. line of said Sec., 1,090.1 ft. N. of the W. ¼ cor. thereof, to a point in the N. line of said section, 1,306.51 ft. W. of the N.E. corner thereof.	36	39	13	1.63	John Busse, Jr., F. Mittelstaedt.	4,890 00	.....	Sept. 15, '93	
166	That part of the W. ½ of the E. ½ of the N. W. ¼ of the N. W. ¼, lying south of a straight line drawn from a point in the south line of the N. W. ¼ of the N. W. ¼ of said section, 42 01 feet west of the S. E. corner of the W. ½ of the N. W. ¼ of the N. W. ¼ of said section to a point in the east line of the N. W. ¼ of said section, 533.72 feet south of the N. E. corner of the N. W. ¼ of said section.	36	39	13	0.63	Union Safe Deposit Co.	3,000 00	.....	July 21, '94	
166a	That part of the W. ½ of the E. ½ of the N. W. ¼, lying north of a straight line drawn from a point in the south line of the N. W. ¼ of the N. W. ¼ of said section, 42.01 feet west of the S. E. corner of the W. ½ of the N. W. ¼ of said N. W. ¼ to a point in the east line of the N. W. ¼ of said section, 533.72 feet south of the N. E. corner of the N. W. ¼ of said section.....	36	39	13	9.59	Union Safe Deposit Co.	20,000 00	.....	Sept. 25, '94	
164	That part of the S. W. ¼ of the N. W. ¼, lying northerly of the northerly boundary line of the right of way of the Atchison, Topeka and Santa Fe R. R. Co., excepting that part thereof conveyed by the grantors herein to the Chicago, Madison and Northern R. R. Co. by their deed dated Aug. 27, 1889, and described therein as the north 100 feet, except the west 33 feet of the S. W. ¼ of the N. W. ¼ of said section.....	36	39	13	22.87	Joseph Donnersberger.	68,604 00	.....	June 20, '93	
163	That part of the E. ½ of the S. E. ¼ of the N. E. ¼, lying north of the northerly boundary line of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago, except the north 100 feet thereof.....	35	39	13	17.44	Luke Coyne, Jr., and Michael Coyne, Trustees.	.....	$ 55,820 00	Mar. 21, '94	Deed.
163a	All that part of the S.E. ¼ of the N.E. ¼ of Sec. 35, T. 39 N., R. 13 E. of the 3d P. M., bounded and described as follows: Beginning at a point 100 ft. S. of the N. W. cor. of the S. E. ¼ of the N. E. ¼ of said Sec. 35; thence running E. 666.22 ft., running parallel to and 100 ft. distant from the N. line of said S. E. ¼ of said N. E. ¼ of said section; thence S. 60 ft.; thence northwesterly on a straight line to the place of beginning.....	35	39	13	0.46	John O'Neil.	2,000 00	.....	July 21, '97	Transferred to C., M. & N. R. R. Co. under agreement, see page 4089 of Proceedings.
162	That part of the N.W. ¼ of the S. E. ¼ of the N. E. ¼ of Sec. 35, T. 39 N., R. 13 E. of the 3d P. M., lying S. of a line drawn from a point in the W. line of said N. E. ¼, 33.94 ft. N. of the center of said section to a point in the E. line of said section, 1,090.1 ft. N. of the E. ¼ cor. of said section.	35	39	13	0.73	John O'Neil.	1,825 00	.....	Jan. 15, '94	
	Carried forward.....	.....	.....	.....	178.71		$ 520,373 84	$ 55,820 00		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward	....	....	....	178.41		$ 520,373 84	$ 55,820 00		
161	E. ½ of the S. W. ¼ of the S. E. ¼ of the N. E. ¼ of	35	39	13	5.10	Lorenzo Pratt	11,730 00	.....	Oct. 31, '93	
160	W. ½ of the S. W. ¼ of the S. E. ¼ of the N. E. ¼ of	35	39	13	5.10	C. W. Boynton	11,730 00	.....	Nov. 13, '93	
159	That part of the E. ½ of the S. E. ¼ lying north of the northerly boundary line of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago	35	39	13	2.70					
158	That part of the E. ½ of the S. W. ¼ of the N. E. ¼ lying south of a line drawn from a point in the east line of said S. W. ¼ of said N. E. ¼, 561.97 feet north of the S. E. corner thereof to a point in the west line thereof 33.94 feet north of the S. W. corner thereof	35	39	13	6.58	M. A. Ogden H. A. Jones et al.				
156	The north 264.60 feet of the W. ½ of the S. E. ¼ of	35	39	13	8.11		38,258 00	.....	Sept. 20. '93	
155	That part of the W. ½ of the S. E. ¼ lying S. of the N. 264.60 ft. thereof and N. of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago	35	39	13	9.43	Tulley Estate.	.....	25,000 00	June 26, '93	
153	That part of the E. ½ of the E. ½ of the S. W. ¼ of Sec. 35, T. 39 N., R. 13 E. of the 3d P. M., lying west and north of the lands of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago; said premises being otherwise described as Block 1 of the subdivision of all that part lying north of the Ill. and Mich. Canal of the E. ½ of the S. W. ¼ of Sec. 35, T. 39 N., R. 13 E. of the 3d P. M., except that part of said Block 1 which lies east and south of a line described as beginning at a point in the north line of said block which is 51.85 ft. west of the N. E. cor. of said block and running thence south parallel with the east line of said block 475.47 ft. to a point of tangent; thence a distance of 102.88 ft. on a curve to the right having a radius of 714.5 ft., to a point of compound curvature; thence a distance of 473 ft. on a curve to the right having a radius of 523.7 ft. to a point of compound curvature; thence a distance of 102.88 ft. on a curve to the right having a radius of 714.5 ft. to a point of tangent; thence continuing westward tangent to the end of the last named curve and parallel to and 50 ft. northerly from the center line of the main track of the Atchison, Topeka and Santa Fe R. R. in Chicago to a point on the west line of said Block 1 that is 1,104 feet south of the N. W. corner of said block	35	39	13	13.33	Union Safe Deposit Co.	21,324 80	.....	July 19, '93	

152	Lot 2 in the Superior Court partition of the W. ½ of the S. W. ¼ of.....	35	39	13	7.22	H. W. Jackson	11,552 00	.....	Jan. 12, '94
151	That part of the W. ½ of the S. W. ¼ lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the west line of said section, 1,025.60 feet south of the W. ¼ corner of said section to a point in the east line of said W. ½ of said S. W. ¼, 495.83 feet south of the east and west center line of said section, excepting that portion thereof known as Lot 2 of the Superior Court partition of said W. ½ of said S. W. ¼.....	35	39	13	20.28	W. B. Gates.	32,000 00	.....	July 7, '93
150a	That part of the E. ½ of the S. E. ¼ of the S. E. ¼ lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Railway Company. Also that part of the N. E. ¼ of the S. E. ¼ lying south of a line drawn from a point in the west line of the S. E. ¼ of the S. E. ¼ of said section 229.39 feet south of the N. W corner of said S. E. ¼ of said S. E. ¼ to a point in the east line of the S. E. ¼, 1,025.60 feet south of the N. E. corner of said S. E. ¼ of said section.....	34	39	13	13.71	N. T. Wright.	21,000 00	.....	Sept. 11, '93
150	That part of the W. ½ of the S. E. ¼ of the S. E. ¼ of Sec. 34, T. 39 N., R. 13 E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the west line of said S. E. ¼ of said S. E. ¼, 229.39 ft. south of the N. W. cor. of said S. E. ¼ of said S. E. ¼ to a point in the east line of the S. E. ¼ of said Sec. 34, 1,025.60 ft. south of the N. E. corner of said S. E. ¼ of said section.....	34	39	13	13.63	G. G. Sanborne et al.	20,445 00	.....	Sept. 9, '99
149	That part of the E. ½ of the S. W. ¼ of the S. E. ¼ lying N. of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the west line of the E. ½ of the S. W. ¼ of said section 39.66 ft. north of the S. W. corner of said E. ¼, to a point in the east line of the S. E. ¼ of said section, 1,025.60 ft. south of the N. E. cor. of said S. E. ¼	34	39	13	13.59				
139	That part of the north 5 acres of the south 10 acres of the E. ½ of the N. E. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M., lying south of a line drawn from a point in the W. line of said N. E. ¼, 1,017 ft. north of the S. W. cor. of said N. E. ¼, to a point in the east line of said section, 496.95 ft. south of the N. E. corner of said section.....	4	38	13	4.60	Frances O. Jones	25,050 00	....	Aug. 23, '93
	Carried forward	....	....	....	302.09		$ 713,463 64	$ 80,820 00	

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	302.09		$ 713,463 64	$ 80,820 00		
152½	That part of the W. ½ of the E. ½ of the S.W. ¼ lying N. of the northerly boundary line of the right of way of the Atchison, Topeka and Santa Fe R. R. Co. in Chicago and south of a line drawn from a point in the west line of said section 1,025.60 ft south of the W ¼ corner of said section to a point in the east line of the N.W. ¼ of said section 33.94 ft. north of the center of said section.	35	39	13	13.40	Joseph Donnersberger.	21,443 20	.....	July 13, '93	
147	That part of the S. ½ of the N. W. ¼ of the S. W. ¼ of the S. E. ¼ lying south of a line drawn from a point in the west line of the E. ½ of the S. W. ¼ of said section, 39.66 feet north of the S. W. corner of said E. ½ to a point in the east line of the S. E. ¼ of said section, 1,025.60 feet south of the N. E. corner of said S. E. ¼.....	34	39	13	0.81					
136	That part of the W. ½ of the E. ½ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13, E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co., and south of a line drawn from a point in the west line of said N. E. ¼, 1,017 feet north of the S. W. corner of said N. E. ¼ to a point in the east line of said section 496.95 feet south of the N. E. corner of said section	4	38	13	13.84					
113a	That part of the N. E. fractional ¼ of Sec. 12, T. 38 N., R. 12, E. of the 3d P. M., commencing at the N. E. corner of said section and running thence west along the north line of said section 1,600 feet; thence south to the northerly margin of the Desplaines River; thence southwesterly at right angles to the general course of said river there, to the center thread of the current of said river; thence southeasterly and southwesterly following the curve of said river down said center thread to its intersection with a line drawn from the point of contact of the west line of the E. ½ of said N. E. fractional ¼ with the southerly margin of the said river and at right angle to the general course of said river there; thence southeasterly along said line to said southerly margin; thence south along said west line to the south line of said N. E. fractional ¼; thence in a northeasterly direction to a point in the east line of said N. E. fractional ¼, 500 feet north of the S. E. corner of said N. E. fractional ¼; thence north on the east line of said section to the point of beginning, excepting therefrom that part thereof lying north of the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co	12	38	12	62.97	M. A. Ogden, W. O. Wheeler, A. H. Green, Trustees.	....	46,750 00	Aug. 23, '93	S. W. D.

146	That part of the north 5 acres of the south 10 acres of the W. ½ of the S. W. ¼ of the S. E. ¼ of Sec. 34, T. 39 N., R. 13 E. of the 3d P. M. lying south of a line drawn from a point in the west line of the E. ½ of the S. W ¼ of said Sec. 34, 39.66 ft. north of the S. W. corner of said E. ½, to a point in the east line of the S. E. ¼ of said section, 1,025.50 ft. south of the N. E. corner of said S. E. ¼	34	39	13	4.80					
140	That part of the south 5 acres of the north 10 acres of the E. ½ of the N. E. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M., lying south of a line drawn from a point in the west line of said N. E. ¼, 1,017 ft. north of the S. W. corner of said N. E. ¼, to a point in the east line of said section, 496.95 ft. south of the N. E. corner of said section	4	38	13	0.66	Caroline O. Jones		8,000 00	Aug. 23, '93	S. W. D.
145	The south 5 acres of the south 10 acres of the W. ½ of the S. W. ¼ of	35	39	13	5.05					
138	The south 5 acres of the E. ½ of the N. E. ¼ of the N. E. ¼ of	4	38	13	4.97					
W.pt. 137	That part of the W. ½ of the E. ½ of the S. E. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13, E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.	4	38	13	2.33	Jas. S. Norton, Caroline O. Jones Mahlon O. Jones Trustees.		16,450 00	Aug. 23, '93	S. W. D.
144	That part of the N. E. ¼ of Sec. 3, T. 38 N., R. 13, E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said N. E. ¼ and running thence east on the north line of said section 454 feet; thence south on a line parallel with the west line of said N. E. ¼ to the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence southwesterly along said northerly boundary line of said right of way of said railway to the said west line of said N. E. ¼; thence north along said west line to the point of beginning	3	38	13	2.64	J. V. LeMoyne		3,788 00	Nov. 10, '93	W. D.
144a	That part of the N. W. ¼ of the N. E. ¼ of Sec. 3, T. 38 N., R. 13, E. of the 3d P. M., bounded and described as follows: Beginning at a point on the north line of said section 454 feet east of the N. W. corner of the N. E. ¼ of said section and running thence south on a line parallel with the west line of said N. E. ¼ to its intersection with the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northeasterly along said northerly boundary line to its intersection with the north line of said section; thence west on said north line to the place of beginning	3	38	13	0.77	F. E. Hinckley		1,000 00	Oct. 17, '93	Q. C. D.
	Carried forward	....	....	....	414.33		$ 734,906 84	$ 156,808 00		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	414.38		$ 734,906 84	$ 156,808 00		
143	That part of the E. ½ of the S.W. ¼ lying east of the easterly boundary line of the right of way of the Chicago and Western Indiana Ry. Co. and south of a line drawn from a point in the south line of said section, 1,226.03 ft. east of the S. W. corner thereof, to a point in the east line thereof 1,025.60 ft. south of the east quarter corner thereof.....	34	39	13	9.25	W. A. Burnham.	12,950 00	.....	Aug. 23, '93	
141	That part of the N. W. ¼ of Sec. 3, T. 38 N., R. 13 E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry Co. and south of a line drawn from a point in the west line of said N. W. ¼ 496.95 ft. south of the N. W. corner of said section to a point in the east line of Sec. 34, T. 39 N., R. 13 E. of the 3d P. M. 1,025.60 ft. south of the E. ¼ corner thereof.....	3	38	13	44.12	J. V. LeMoyne.	.....	66,212 00	Dec. 14, '93	W. D.
E Pt. 137	That part of the E. ½ of the E. ½ of the S. E. ¼ of the N. E. ¼ lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. of.....	4	38	13	1.33	Jas. S. Norton, Caroline O. Jones L. B. McCagg, Trustees.	.....	2,300 00	Aug. 23, '93	S. W. D.
135	That part of the S. ½ of the S. ½ of the N. W. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M., which lies south of a line drawn from a point in the west line of said N. E. ¼, 1,017 ft. north of the S. W. cor. of said N. E. ¼ to a point in the east line of said section, 496.95 ft. south of the N. E. corner of said section.....	4	38	13	1.93	O. Peckham.	.....	2,000 00	Oct. 7, '93	W. D.
134	The N. ½ of the N. ½ of the S. W. ¼ of the N. E. ¼	4	38	13	9.94	G. H. Merrick.	10,000 00	.....	June 30, '93	
133	The S. ½ of the N. ½ of the S. ½ of the W. ½ of the N. E. ¼ of.....	4	38	13	9.86	Thos. Kearney, M. Hawthorne.	.....	9,860 00	Nov. 8, '93	Deed.
126	That part of the W. ½ of the W. ½ of the N. W. ¼ lying south of a line drawn from a point in the west line of Sec. 4, 42 feet south of the W. ¼ corner of said section to a point in the north and south center line of said section, 1,017 feet north of the center of said section. Also that part of the									
125	W. ½ of the W. ½ of the S. W. ¼ of Sec. 4, T. 38 N., R. 13, E. of the 3d P. M., lying north of the northerly reserve line of the Illinois and Michigan Canal, excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co.....	4	38	13	17.38	J. R. Cook et al.	....	$ 29,896 32	Aug. 14, '94	

132	That part of the N. ½ of the S. ½ of the S. W. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M. lying north of a line parallel with and 311 ft. northwesterly measured at right angles from the northwesterly reserve line of the Illinois and Michigan Canal and north of the north line of the south 10 acres of the W. ½....	4	38	13	5.86					
132a	That part of the N. ½ of the S. ½ of the S. W. ¼ of the N. E. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M. lying north of the north line of the south 10 acres of the W. ½ of said N. E. ¼, southeast of a line 311 ft. northwesterly, measured at right angles from and parallel with the northwesterly reserve line of the Illinois and Michigan Canal and northwest of the southerly boundary line of the right of way now occupied by the Chicago, Santa Fe and California Ry. Co., said southerly boundary line of said right of way intersecting the said north line of said south 10 acres of said W. ½ of said N. E. ¼ at a point which is 634.1 ft. west of the east line of said W. ½ of said N. E. ¼ and running thence northeasterly, parallel with the northwesterly reserve line of the Illinois and Michigan Canal to said east line of said W. ½ of said N. E. ¼.....	4	38	13	2.26	T. J. Rice.	7,557 00	....	Jan. 15, '94	
131	That part lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. of the south 10 acres of the S. W. ¼ of the N. E. ¼ of.....	4	38	13	1.29	C. E. Towne.	1,290 00	.....	Sept. 15, '93	
130	That part of the E. ½ of the N. W. ¼ of Sec. 4, T. 38 N., R. 13 E. of the 3d P. M. lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the east line of said N. W. ¼, 1,017 ft. north of the S. E. corner thereof to a point in the west line of said E. ½ of said N. W. ¼, 486 ft. north of the south line of said N. W. ¼.....	4	38	13	22.64	Levi P. Morton.	.....	23,206 00	Nov. 4, '93	W. D.
127	That part of the E. ½ of the W. ½ of the N. W. ¼ lying south of a line drawn from a point in the west line of Sec. 4, 4½ feet south of the W. ¼ corner of said section to a point in the north and south center line of said section 1,017 feet north of the center of said section. Also that part of									
128	the E. ½ of the W. ½ of the S. W. ¼ of Sec. 4 lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.....	4	38	13	13.93	Estate of Wm. C. Churchill.	.....	13,930 00	Nov. 16, '93	Deed.
	Carried forward.....	.....	.....	.....	554.12		$ 766,703 84	$ 304,212 32		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward	....	....	....	554.12		$ 766,703 84	$ 304,212 32		
123 and 124	That part of the S. E. ¼ of Sec. 5 lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point on the east line of said section, 35 98 feet south of the N. E. corner of said ¼ section to a point on the west line of said ¼ section 1,078.08 feet south of the center of said section	5	38	13	55.94					
122	That part of the E. ½ of the S. W. ¼ of Sec. 5, T. 38 N., R. 13, E. of the 3d P. M., lying northwest of the northwesterly reserve line of the Illinois and Michigan Canal and south of a line drawn from a point on the east line of said ¼ section, 1,078.08 feet south of the center of said section to a point on the west line of said E. ½ of said S. W. ¼, 1,062.88 feet north of the south line of said section, excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co	5	38	13	32.56					
121	That part of the E. ½ of the N. W. ¼ lying northwest of the northwesterly reserve line of the Illinois and Michigan Canal of	8	38	13	0.38	Mathew Laflin.	65,000 00	.....	Aug. 22, '93	
120	That part of the W. ½ of the N. W. ¼ lying north of the northwesterly reserve line of the Illinois and Michigan Canal of	8	38	13	11.66					
114	That part lying north of the northwesterly reserve line of the Illinois and Michigan Canal of	7	38	13	210.59	M. J. Wentworth	.....	122,237 50	Sept. 20, '93	Deed.
119	That part of the N. E. ¼ of the S. W. ¼ of the S. W. ¼ of Sec. 5, T. 38 N., R. 13 E. of the 3d P. M. lying south of a line drawn from a point in the west line of said section, 541 ft. north of the S. W. corner of said section, to a point in the east line of said S. W. ¼ of said section, 1,078.08 ft. south of the N. E. corner of said S. W. ¼ of said section	5	38	13	4.09	J. Rosencrans W. Hurford	.....	2,454 00	Sept. 15, '93	Deed.
113	That part of the S. W. fractional ¼ of the S. E. fractional ¼ lying west of the center thread of the Desplaines River of	1	38	12	6.34	George W. Cass	.....	1,600 00	April 22, '93	Deed.

117	That part of the S. ½ of the W. ¼ of the S. W. ¼ of Sec. 5, T. 38 N., R. 13 E. of the 3d P. M. lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the west line of said section, 541 ft. north of the S. W. corner of said section, to a point in the east line of said S. W. ¼ of said section, 1,078.08 ft. south of the N. E. corner of said S. W. ¼	5	38	13						
118	That part of the S. E. ¼ of the S. W. ¼ of the S. W. ¼ of Sec. 5, T. 38 N., R. 13 E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.	5	38	13	19.44	Estate of Geo. H. Norris.	.....	11,664 00	Sept. 5, '93	Deed.
116 and 115	That part of Blocks 28 and 29 in Nickerson's Subdivision of the E. ½ of Sec. 6, T. 38 N., R. 13 E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and south of a line drawn from a point in the east line of said section 541 ft. north of the S E. corner thereof, to a point in the east line of said Block 29, 277.35 ft. north of the south line of said section and produced thence in a southwesterly direction to said south line	6	38	13	7.45	Wm. Warren et al.	5,736 00	....	Jan. 30, '94	
112	That part of the N.W. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., lying north of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and east of a line drawn 200 ft. west and parallel with the east line of said quarter section	12	38	12	3.50					
106a	That part of the N. E. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., lying west of the Desplaines River and north of the northerly reserve line of the right of way of the Chicago, Santa Fe and California Ry. Co.	12	38	12	2.52	Mary A. Prescott.	1,218 00	.....	April 1, '93	
111	That part of the S. E. ¼ of the S. W. ¼ of Sec. 1, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said S. E. ¼ of said S. W. ¼ and running thence north along the north and south center line of said Sec. 1 to the N. E. corner of said S. E. ¼ of said S. W. ¼ of said Sec. 1; thence west on a line parallel with the south line of said S. W. ¼ 200 ft.; thence south on a line parallel with the east line of said S. W. ¼ to the south line of said section; thence east on said south line 200 feet to the point of beginning	1	38	12	6.03	Elizabeth Lipe.	1,959 75	.....	April 22, '93	
	Carried forward	....	....	....	914.62		$ 840,617 59	$ 442,167 82		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	914.62		$ 840,617 59	$ 442,167 82		
110	That part of the east fraction of the N. E. ¼ of Sec. 1, T. 38 N., R. 12 E. of the 3d P. M. bounded and described as follows: Beginning at a point on the south line of said N. E. ¼, 1,600 ft. west of the S. E. corner of said N. E. ¼; thence north 400 ft. on a line parallel with the east line of said N. E. ¼; thence west parallel to the south line of said N. E. ¼ to the margin of the Desplaines River; thence westerly at right angles with the general course of said river there to the center thread of the current of said river; thence southerly down said center thread to its intersection with a line drawn westerly from the point of contact of the south line of said N. E. ¼ with the easterly margin of the Desplaines River; thence easterly along said line to said easterly margin; thence east on said south line to the point of beginning.....	1	38	12						
109 and 107	That part of the S. E. ¼ of Sec. 1, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the S. line of said S.E. ¼, 1,600 ft. W. of the S. E. corner of said section; thence north to a point in the north line of said S. E ¼, 1,600 ft. west of the S. E. corner of said section; thence north to a point in the north line of said S. E. ¼, 1,600 feet west of the N. E. corner of said S. E. ¼; thence west to the easterly margin of the Desplaines River; thence westerly and at right angles with the general course of said river there to the center thread of the current of said river; thence southerly down said center thread to its intersection with a line drawn westerly from the point of contact of the south line of said S. E. ¼ with the easterly margin of the Desplaines River and at right angles with the general course of said river there; thence easterly on said line to said easterly margin; thence east on said south line to the point of beginning.....	1	38	12	81.38					
106 and 108	That part of the N. E. ¼ of Sec. 12, T. 38 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at a point in the north line of said Sec. 12, 1,600 feet west of the N. E. corner of									

	said Sec. 12; thence south on a line parallel with the east line of said N. E. ¼ to the northerly margin of the Desplaines River; thence southerly at right angles with the general course of said river there to the center thread of the current of said river; thence northwesterly up said center thread to its intersection with a line drawn westerly from the point of contact of the north line of said N. E. ¼ with the easterly margin of the Desplaines River and at right angles with the general course of said river there; thence easterly on said line to said easterly margin; thence east on said north line to the point of beginning, excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co.....	12	38	12	9.22					
104	That part of the E. ½ of the N. E. ¼ of Sec. 12, T. 38 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the S. W. corner of said E. ½, thence east of the south line of said E. ½ to the S. E. corner of said N. E. ¼; thence north on the east line of said Sec. 12 500 feet; thence southwesterly in a straight line to the point of beginning.....	12	38	12	7.57					
103	That part of the W. ½ of the N. E. fractional ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., lying south of the center thread of the Desplaines River, together with the riparian rights thereof.	12	38	12	20.10	M. A. Ogden, W. O. Wheeler, A. H. Green, Trustees.	.....	21,496 00	Mar. 21, '93	S. W. D.
105	That part of the N. E. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M, lying north and west of the center thread of the Desplaines River and south of the right of way of the C., S. F. & C. Ry. Co...	12	38	12	39.95					
101	That part of the N. W. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., lying north of the center thread of the Desplaines River and south of a line drawn from a point on the south line of said ¼ section, which is 500 ft. east ef the S. W. corner of said ¼ section to the intersection of the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. with the east line of said section. Also that part of the N. W. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P M., lying south of the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and north of a straight line drawn from a point on the south line of said ¼ section, which is 500 ft. east of the S. W. corner of said ¼ section to the intersection of the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. with the east line of said ¼ section and east of a straight line drawn 200 ft. west of and parallel with the east line of said ¼ section.....	12	38	12	39.18					
99	That part of the S. W. ¼, lying north of the center thread of the Desplaines River.....	12	38	12	34.40	P. M. Prescott.	23,983 00		Mar. 30, '93	
	Carried forward.....	....	....	....	1,096.42		$ 864,599 59	$ 463,663 82		

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	...	..	...	1,096.42		$ 864,599 59	$ 463,663 82		
102 and 102a	That part of the S. E. ¼ lying north of the northwesterly reserve line of the Illinois and Michigan Canal of.....	12	38	12	35.30	M. J. Wentworth.	.....	10,590 00	April 8, '93	Q. C. D.
100	That part of the S. fraction of the N. W. ¼ of Sec. 12, T. 38 N., R. 42 E. of the 3d P. M., bounded and described as follows: Beginning at the center of said Sec. 12 and running thence north on the east line of said south fraction to the southerly margin of the Desplaines River; thence northerly at right angles with the general course of said river there to the center thread of the current of said river; thence west and south down said center thread to its intersection with a line drawn northwesterly from the point of contact of the south line of said south fraction with the southwesterly margin of said river and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east along said south line to the point of beginning.....	12	38	12	6.75	Jno. McConnell et al.	.....	1,417 50	April 17, '93	Deed.
98	The north 10 acres, together with the riparian rights thereof of Lot 1 as shown on a plat of the partition of that part of the S. W. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., lying southeast of the Desplaines River; said Lot 1 lies southeast of the Desplaines River and north of the turn pike road running east to west across the Chicago, Alton and St. Louis R. R., the Illinois and Michigan Canal and Desplaines River; also that part lying northwesterly of the northwesterly reserve line of the Ill. and Mich. Canal of Lot 1 in the division by Cook & Dickey of the east fraction of the S. W. ¼ of Sec. 12, T 38 N., R. 12 E. of the 3d P. M, excepting the north 10 acres thereof and also excepting therefrom that part thereof bounded by a line beginning at the N. E. corner of the right of way of the Illinois and Michigan Canal and the turnpike road and running thence northeasterly along the north line of said right of way 417.42 ft.; thence northwesterly parallel with said road 208.71 ft.; thence southwesterly parallel with the north line of said right of way 417.42 ft. to said road; thence southeasterly along said road 208.71 ft.....	12	38	12	10.00	Hannah Gamble and heirs of Jas. Gamble.	3,744 00	.....	May 4, '93	
		12	38	12	33.00	Hannah Gamble	12,356 00	.....	May 4, '93	

98a	That part of Lot 1 in the division by Cook & Dickey of the east fraction of the S. W. ¼ of Sec. 12, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the north line of the turn pike road with the northwesterly reserve line of the Illinois and Michigan Canal and running thence northeasterly along said reserve line 417.42 ft.; thence northwesterly parallel with said road 208.71 ft.; thence southwesterly parallel with said reserve line 417.42 ft. to said north line of said road and thence southeasterly along said north line 208.71 ft. to the place of beginning.	12	38	12	2.00					
89	That part of the N. W. fractional ¼ of the N. E. ¼ of Sec. 14, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at a point in the north line of said N. W. fractional ¼, 900 ft. east of the N. W. corner of said N. W. fractional ¼, and running thence southwesterly in a straight line to a point in the west line of said N. W. fractional ¼, 1,300 ft. south of said N. W. corner of said N. W. fractional ¼; thence south on said west line 20 ft.; thence east 3 chains and 75 links; thence north 43 degrees east, 9 chains and 60 links; thence south 45¼ degrees east, 3 chains and 80 links; thence northeasterly in a straight line to a point in the north line of said N. W. fractional ¼, 1,300 ft. east of the N. W. corner of said N. W. fractional ¼; thence west on said north line to the point of beginning, excepting and reserving such portion as falls within the above described tract of a strip 20 ft. wide and 5.30 chains long in said tract; also excepting and reserving such portion as falls within the tract here described as Lot 1, Block 1 in Warner's late subdivision of said N. W. fractional ¼.	14	38	12	13.79					
79 and 76	That part of the east fraction of the S. E. ¼ of Sec. 22 and of the S. W. ¼ of Sec. 23, T. 38 N., R. 12 E. of the 3d P., bounded and described as follows: Beginning at the intersection of the north line of said S. W. ¼ with the northwesterly reserve line of the Illinois and Michigan Canal, and running thence west on the north line of said S. W. ¼ and of said S. E. ¼ 21.74 chains; thence south 6¼ degrees west, 14.95 chains; thence south 54 degrees east, 10.15 chains to said northwesterly reserve line; thence north 36 degrees east along said reserve line, 26 chains to the point of beginning.	22 and 23	38	12	29.39					
83a	That part of the N. E. ¼ of the S. W. ¼, Sec. 14, T. 38 N., R. 12, E. of the 3d P. M., lying south of the center thread of the current of the Desplaines River and north of a line 50 feet distant from (measured at right angles) and south of the south bank of the Desplaines River.	14	38	12	12.30	John Welbourn	16,712 00	.....	Mar. 18, '93	
	Carried forward	.....	.....	.....	1,238.95		$ 897,411 59	$ 475,671 32		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward	....	....	....	1,238.95		$ 897,411 59	$ 475,671 32		
97	That part of Lot 2 lying west of the Illinois and Michigan Canal, containing 52.76 acres, more or less, of the owners' division of that part of the S. W. ¼ of Sec. 12, T. 38 N., R. 12, E. of the 3d P. M., lying south of the Desplaines River, together with the right of way for a single railroad track through that piece of land in said Lot 2 lying east of the Illinois and Michigan Canal and west of the St. Louis and Alton R. R. and said track to connect with said St. Louis and Alton R. R ..	12	38	12	53.27					
91	The fraction lying east of the Desplaines River of fractional S. E. ¼ of.....	11	38	12	4.68					
89a	The fractional N. W. ¼ of the N. E. ¼ of Sec. 14, T. 38 N., R. 12, E. of the 3d P. M., except that part conveyed by Ossian Guthrie and wife and Wardell Guthrie and wife to John Welbourn by deed recorded June 7th, 1879.....	14	38	12	7.23					
90	That part west of the Illinois and Michigan Canal reserve line of the N. W. ¼ of.....	13	38	12	26.78					
89b	A strip 20 ft. wide and 5.30 chains long in the N. E. ¼ of Sec. 14 commencing at a point of the south and 6.50 chains east N. W. corner of said ¼ section; thence running north 72½ degrees west 5 chains and 30 links, 10 ft. wide on each side.....	14	38	13	0.12					
89c	A strip of land 25 ft. wide and 125¼ ft. long, being known and described as Lot 1, Block 1, in Warner's late subdivision of the N. W. fractional ¼ of.....	14	38	12	0.15					
86a	That part of the N. W. ¼ of Sec. 14, T. 38 N, R. 12 E. of the 3d P. M., lying north of a line drawn 50 feet from and parallel to the southeasterly bank of the Desplaines River.....	14	38	12	2.68					
88	The N. E. fraction of the N. E. ¼ of Sec. 14, T. 38 N., R. 12, E. of the 3d P. M. Also Blocks 1, 2 and 14 in Spaulding's Family Sub. of the S. E. fraction of the N. W. ¼, the S. E fraction of the N. E. ¼ and the N E. fraction of the S. W. ¼ and the W. ½ of the S. E. ¼ of Sec. 14, T. 38 N., R. 12, E. of the 3d P. M. Also that piece or parcel of land in Sec. 14, T. 38 N., R. 12, E. of the 3d P. M., lying between a line drawn in the center of the Desplaines River and west and north or northwest of a line beginning at a point on the north line of the S. E. ¼ of the N. E. ¼ of said Sec. 14, 330 feet west of the east line of Lot 1 in Levi Spaulding's Sub., running thence south 7 degrees, 30 minutes west 7 chains to the dividing line between Lots 1 and 2 of said Sub.; thence									

	south 54 degrees and 50 minutes west, 8.26 chains to the dividing line between Lots 2 and 3 of the same Sub., being 540 feet north of the south line of said Lot 2 of said Sub.; thence south 62 degrees and 50 minutes west 9.56 chains to a point 2 feet south of an angle of the government meander line, 3.56 chains north of the south line of the S. W. fraction of the N. E. ¼ of above described section; thence parallel with the government meander line and 2 feet south of it, 9.79 chains; thence southwesterly on a line 50 feet distant from the southeasterly bank of the Desplaines River to the west line of the N. E. ¼ of the above described section; thence north to the center of the Desplaines River; thence northeasterly along the center thread of the Desplaines River to the north line of the S. W. ¼ of the N. E. ¼; thence east to the place of beginning	14	38	12	114.47					
82	That part of the S. E. fractional ¼ lying east of the Desplaines River of	15	38	12	1.91	Swift & Co.	110,000 00	.....	Feb. 28, '93	Including buildings, etc.
95 and 94	Those parts of Lots 3 and 4 of a subdivision of the S. E. fractional ¼ of Sec. 11 lying easterly of a line drawn from the N. E. corner of said S. E. fractional ¼ to a point in the south line of said S. E. fractional ¼, 900 feet east of the S. W. corner of said S. E. fractional ¼, together with the riparian rights thereof	11	38	12	1.94	Jane S. Martin.	1,400 00	.....	Apr. 26, '93	
93	That part of Lot 5 of a subdivision of the S. E. fractional ¼ of Sec. 11, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of a line drawn from the N. E. corner of said S. E. fractional ¼ to a point in the south line of said S. E. fractional ¼, 900 ft. east of the S. W. corner of said S. E. fractional ¼ with the north line of said Lot 5 and running thence east on said north line to the westerly margin of the Desplaines River; thence easterly at right angles to the general course of said river there to the center thread of the current of said river; thence southerly down said center thread to its intersection with a line drawn easterly from the point of contact of the south line of said Lot 5 with the westerly margin of said river and at right angles with the general course of said river there; thence westerly along said line to said westerly margin; thence west on said south line to its intersection with said first line herein described; thence northeasterly on said last mentioned line to the point of beginning	11	38	12	3.38	T. O'Connell et al.	2,900 00		Aug. 4, '93	
	Carried forward	....	....	....	1,455.56		$1,011,711 59	$ 475,671 32		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward	....	....	....	1,455.56		$1,011,711 59	$ 475,671 32		
92	That part of Lot 6 of a subdivision of the S. E. fractional ¼ of Sec. 11, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of a line drawn from the N. E. corner of said S. E. fractional ¼ to a point in the south line of said S. E. fractional ¼, 900 ft. east of the S. W. corner of said S. E. fractional ¼ with the north line of said Lot 6, and running thence southwesterly on said first named line 752.70 ft.; thence east on a line parallel with the south line of said S. E. fractional ¼ to the westerly margin of the Desplaines River; thence easterly at right angles with the general course of said river there to the center thread of the current of said river; thence northerly up said center thread to its intersection with a line drawn easterly from the point of contact of the north line of said Lot 6 with the westerly margin of the Desplaines River, and at right angles with the general course of said river there; thence westerly on said line to said westerly margin; thence west on said north line to the point of beginning	11	38	12	12.92	Patrick Doud.	.....	5,500 00	April 14, '93	S W. D.
92a	That part of Lot 6 of a subdivision of the S. E. fractional ¼ of Sec. 11, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of a line drawn from the N. E. corner of said S. E. fractional ¼ to a point in the south line of said S. E. fractional ¼, 900 ft. east of the S. W. corner of said S. E. fractional ¼ with the south line of said S. E. fractional ¼ and running thence northeasterly along said first named line 757.8 ft.; thence east on a line parallel with the south line of said S. E. fractional ¼ to the westerly margin of the Desplaines River; thence easterly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the northwesterly margin of the Desplaines River with the south line of said S. E. fractional ¼ and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence west along said south line to the point of beginning	11	38	12	14.66	Edward Doud, Sarah Murphy.	.....	5,500 00	April 14, '93	S. W. D.

81	That part of the N. E. ¼ of Sec. 23, T. 38 N., R. 13, E. of the 3d P. M., lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal.	23	38	12	0.13	J. Dolese et al.	13 00	.....	Jan. 30, '93	
77	That part of the N. E. ¼ of Sec. 22, T. 38 N., R. 13 E. of the 3d P. M., lying between the center thread of the Desplaines River and a line drawn from the center of said section to a point in the north line of said N. E. ¼, 1,700 ft. east of the N. W. corner of said N. E. ¼, together with the riparian rights thereof.....	22	38	13	47.21					
66	That part of the N. E. ¼ of Sec. 28, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said N. E. ¼ of said section and running thence north on the east line of said section to the N. E. corner of the S. E. ¼ of said N. E. ¼; thence east on the south line of said N. E. ¼ to the point of beginning.....	28	38	12	20.33					
65	That part of the north fraction of the S. E. ¼ of Sec. 28, T. 38 N., R. 12 E. of the 3d P. M., lying between the center thread of the Desplaines River and a line drawn from the S. W. corner of the S. E. ¼ of the N. E. ¼ of said Sec. 28 to a point in the north and south center line of said Sec. 28, 1,640 ft. south of the center of said section, together with the riparian rights thereof...	28	38	12	113.81	John L. Henry.	20,000 00	.....	Nov. 28, '92	
74	That part of the S. E. ¼ of Sec. 22, T. 38 N., R. 12 E. of 3d P. M., bounded and described as follows: Beginning at the S. W. corner of the W. fraction of said S. E. ¼ and running thence north along the west line of said W. fraction to the N. W. corner of said W. fraction; thence east along the north line of said W. fraction to the northwesterly margin of the Desplaines River; thence southeasterly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the south line of said W. fraction with the northwesterly margin of said river and at right angles to the general course of said river there; thence northwesterly along said line to said northwesterly margin	22	38	12	68.19					
73	That part of the S. W. ¼ of Sec. 22, T. 38 N., R. 12 E. of 3d P. M., bounded and described as follows: Beginning at a point on the south line of said Sec. 22, 875 ft. east of the S. W. corner of said section; thence east on said south line to the S. E. corner of said S. W. ¼ of said section; thence north on the east line of said S. W. ¼ to the center of said section; thence southwesterly in a straight line to the point of beginning.....	22	38	12	54.32	Wilson Ames.	.....	35,402 50	Mar. 11, '93	Including $4,775.00 as consequential damages.
	Carried forward.....	.....	.....	.....	1,787.13		$1,031,724 59	$ 522,073 82		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward	....	....	...	1,787.13		$1,031,724 59	$ 522,073 82		
78	That part of the E. fraction of the N. E. ¼ of Sec. 22, T. 39 N., R. 12, E. of the 3d P. M., which is included between the government lines of survey along the western boundary of said E. fraction of said N. E. ¼ and a line drawn in the center of the Desplaines River	22	39	12	14.63					
75	The E. fractional part of the S. E. ¼ of Sec. 22, T. 38 N., R. 12, E. of the 3d P. M., except the land occupied by the Channel, banks and reserve strip of the Illinois and Michigan Canal, and except that part lying east of said Canal, containing eight acres, more or less, and except also that part conveyed to John Welbourn by deed from Ossian Guthrie and wife and Wardell Guthrie and wife and Eveline Dunn, dated March 14, 1879	22	38	12	37.01					
72	That part of the N. E. ¼ of Sec. 27, T. 38 N., R. 12, E. of the 3d P. M., which lies west of the center thread of the Desplaines River	27	38	12	1.60					
71 69 and 67	The fraction between the northwesterly reserve line of the Illinois and Michigan Canal and the center thread of the Desplaines River of the northeast, northwest and the southwest fractional quarters of Sec.	27	38	12	67.51					
64	That part of the south fraction of the S. E. fractional ¼ of Sec. 28, T. 38 N., R. 12 E. of the 3d P. M., which lies between the center thread of the Desplaines River and the northwesterly reserve line of the Illinois and Michigan Canal	28	38	12	15.35					
61	That part of the N. E. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., which lies between the northwesterly reserve line of the Illinois and Michigan Canal and the center thread of the Desplaines River	33	38	12	19.73					
59	That part of the south fraction of the N. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., which lies between the center thread of the Desplaines River and the northwesterly reserve line of the Illinois and Michigan Canal	33	38	12	28.61	Julia E. Piper, Seth Piper, et al.	110,000 00	....	Dec. 12, '92	
80	That part of the N. W. ¼ of Sec. 23, T. 38 N., R. 12 E. of the 3d P. M., lying northwesterly of the northwesterly reserve line of the Illinois and Michigan Canal	23	38	12	106.46					
78a	That part of the N. E. fractional ¼ of Sec. 22, T. 38 N., R. 12 E. of the 3d P. M., lying and being east of the government line of survey along the easterly bank of the Desplaines River	22	38	12	32.63					

88a	That part of the N. E. ¼ of Sec. 14, T. 38 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at a point on the dividing line between Lots 2 and 3 in Spaulding's Family Sub. of the S. E fraction of the N. E. ¼ of the S. E. ¼ of the N. W. ¼, the N. E. fraction of the S. W. ¼ and the W. ½ of the S. E. ¼ of said Sec. 14, 540 feet north of the south line of said Lot 2; thence south 62 degrees 50 minutes west 956 chains to a point 2 feet south of an angle of the government meander, 3 56 chains north of the south line of the S. W. fraction of the N. E ¼ of said section; thence parallel with the government meander and 2 feet south of it 9 79 chains; thence southwesterly on a line 50 feet from and parallel with the southeasterly bank of the Desplaines River to the west line of said N. E. ¼ section; thence south along said west line to the center of said section; thence east along the south line of said ¼ section to the line between said Lots 2 and 3 in said subdivision; thence north along said last mentioned line to the point of beginning, except the right of way of the Chicago and Calumet Terminal Ry. Co.....	14	38	12	7.65					
86a	That part of the N.W. ¼ of Sec. 14, T. 38 N., R. 12 E. of the 3d P. M., lying and being southeast of a line drawn 50 feet from and parallel to the southeasterly bank of the Desplaines River.....	14	38	12	0.10					
84	That part of the W. ½ of the S. E. ¼ of Sec. 14, T. 38 N., R. 12 E. of the 3d P. M., lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal, except the right of way of the Chicago and Calumet Terminal Ry. Co....	14	38	12	54.82					
83	That part of the S W. ¼ of Sec. 14, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said ¼ section, running thence west along the south line of said ¼ section to the S. W. corner of said ¼ section; thence north along the W. line of said ¼ section to the southeasterly margin of the Desplaines River; thence northwesterly at right angles with the general course of said river there to the center thread of the current of said river; thence northeasterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of the E. ½ of said ¼ section with the southeasterly margin of said river and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said west line of said E. ½ of said S. W. ¼ section to a point which is 50 feet from the bank of said river there; thence northeasterly along a line parallel to and 50 feet from the bank of said river to the N. line of said S. W. ¼ section; thence E. along said N. line to the center of said section; thence S. along the E. line of said ¼ section to the place of beginning.....	14	38	12	103.53	Jas. C. Burke, John C. Burke.	.....	45,750 00	April 19, '93	
	Carried forward.....	...	....	....	2,276.85		$1,141,724 59	$ 567,823 82		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	2,276.85		$1,141,724 59	$ 567,823 82		
85	That part of the E. ½ of the S. E. ¼ of Sec. 14, T. 38 N., R. 12, E. of the 3d P. M., lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal and north of the northerly boundary line of the right of way of the Chicago and Calumet Terminal Ry. Co.....	14	38	12	6 40	M. J. Wentworth	.....	975 00	April 8, '93	In addition to decree, quit claim from Wentworth and wife.
70 and 68	Those parts of the N. W. fractional ¼ and the S. W. fractional ¼ of Sec. 27, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at a point in the north line of said section, 875 ft. east of the N. W. corner of said Sec. 27, running thence east along the north line of said section to the N. E. corner of the N. fraction of the N. W. ¼ of said section; thence south along the east line of said N. fraction of said N. W. ¼ to the northwesterly margin of the Desplaines River: thence southeasterly and at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of the N. fraction of said S. W. ¼ with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north along the west line of said Sec. 27 to the S. W. corner of the N. W. ¼ of the N. W. ¼ of said section; thence northeasterly in a straight line to the point of beginning.....	27	38	12	145.75	John A. Cook.	.....	45,420 60	Dec. 30, '92	Includes $1,575.60 for buildings.
63	That part of the S. W. ¼ of Sec. 28, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at a point in the south line of said Sec. 28, 1,840 feet east of the S. W. corner of said section; thence northeasterly in a straight line to a point in the north and south center line of said section 1,640 feet south of the center of said section; thence south along said north and south center line to the southeast corner of the southwest ¼ of said section; thence west to the point of beginning.....	28	38	12	9.64	Wm. Koeller.	1,150 00	.....	Dec. 9, '92	
62	That part of the north fraction of the N. E. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said north fraction of said N. E. ¼ and running thence east on the north line of Sec.									

	33 to the northwesterly margin of the Desplaines River; thence southeasterly at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said north fraction of said N. E. ¼ with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north along said west line to the point of beginning.....	33	38	12	13.46			
51	That part of the south fraction of the S. E. ¼ of Sec. 32, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the east line of said Sec. 32 with the northwesterly reserve line of the Illinois and Michigan Canal and running thence south 45 deg. and 15 min. west along said northwesterly reserve line 285 ft.; thence south 37 deg. and 30 min. west along said reserve line 500 ft.; thence north 52 deg. and 30 min. west 656 ft., more or less, to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles with the general course of said river there to the center thread of the current of said river; thence northeasterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of said east line of said Sec. 32 with said southeasterly margin and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said east line to the point of beginning.....	32	38	12	21.23			
43a	That part of the S. W. ¼ of Sec. 5, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said S. W. ¼ and running thence east along the north line of said S. W. ¼ to the northwesterly margin of the Desplaines River; thence southeasterly and at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said S. W. ¼ with said northwesterly margin and at right angles with the general course of said river; thence northwesterly along said line to said northwesterly margin; thence north on said west line to the point of beginning.....	5	37	12	1.64			
43	That part of the S. W. ¼ of Sec. 5, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the west							
	Carried forward.....	....	....	....	2,474.97		$1,142,874 59	$614,219 42

Together with tracts 39, 37 and 22 on following page.

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	2,474.97		$1,142,874 59	$ 614,219 42		
	line of said S. W. ¼ with the northwesterly reserve line of the Illinois and Michigan Canal, thence northeasterly along said reserve line to its intersection with the east line of the N. W. ¼ of said S. W. ¼ of Sec. 5; thence north on said east line to the north line of said S. W. ¼ of Sec. 5; thence west on said north line to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said S. W. ¼ with said southeasterly margin and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said west line to the point of beginning.....	5	37	12	28.39					
39	That part of the S. E. ¼ of Sec. 6, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the northwesterly reserve line of the Illinois and Michigan Canal with the east line of said S. E. ¼, and running thence north along said line to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said S. E. ¼ with said southeasterly margin and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said west line to said reserve line; thence northeasterly along said reserve line to the point of beginning, except so much of said premises as falls within Lot 5 of Boyer's Sub. of the south fraction of said S. E. ¼.....	6	37	12	29.99					
37	That part of the S. W. ¼ of Sec. 6, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the northwesterly reserve line of the Illinois and Michigan Canal with the east line of said S. W. ¼, and running thence north along said east line to the southeasterly margin of the Desplaines River;									

	thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from the point of contact of the south line of said S. W. ¼ with said southwesterly margin and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east along said south line to said northwesterly reserve line; thence northeasterly along said reserve line to the place of beginning.....	6	37	12	34.36				
22	That part of the S. E. fractional ¼ of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3d P. M., lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal with the riparian right thereof.....	11	37	11	60.65	James Griffin, John Griffin, F. W. Connelly et al.	90,000 00	.....	Nov. 2, '92
60	That part of the N. fraction of the N. W. ¼ of Sec. 33, T. 38 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at a point in the north line of said section, 1,840 feet east of the N. W. corner of said section; running thence east along the north line of said section to the N. E. corner of said north fraction of said N. W. ¼; thence south along the east line of said north fraction of said N. W. ¼ to the northwesterly margin of the Desplaines River; thence southeasterly at right angles with the general course of said river there to the center thread of the current of said river: thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said north fraction of said N. W. ¼ with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin of said river; thence north along said west line of said north fraction of said N. W. ¼ to a point 2,200 feet south of the N. W. corner of said Sec. 33; thence northeasterly in a straight line to the point of beginning	33	38	12	67.21	Ellen E. Yore.	.....	16,802 50	Dec. 30, '92
58	The N. ½ of Sub-lot 1 in Lot 6 in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12, E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including riparian rights.....	33	38	12	3.23	Thos. G. Beebe, J. H. Winterburn	323 00	.....	April 1, '93
57	The S. ½ of Sub-lot 1, in Lot 6, in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including riparian rights...	33	38	12	3.31	Thos. G. Beebe, J. H. Winterburn	331 00	.....	April 1, '93
	Carried forward.....	.....	.....	.....	2,702.11		$1,233,528 59	$ 631,021 92	

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	...	...	....	2,702.11		$1,233,528 59	$ 631,021 92		
56	Sub-lot 2, in Lot 6, in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including riparian rights.....	33	38	12	3.38	Thos. G. Beebe.	350 50	.....	Jan. 11, '93	
55	Sub-lot 3, in Lot 6, in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including the riparian rights...	33	38	12	3.35	John Coburn.	350 00	.....	Jan. 23, '93	
54	Sub-lot 4, in Lot 6, in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including the riparian rights....	33	38	12	3.34	A. Sherwood.	350 00	.....	Jan. 11, '90	
53	Sub-lot 5, in Lot 6, in the subdivision of the fraction of the S. W. ¼ of Sec. 33, T. 38 N., R. 12 E. of the 3d P. M., lying north of the Illinois and Michigan Canal, including riparian rights.....	33	38	12	3.11	A. E. Abbitt.	.....	340 00	Jan. 6, '93	
52	That part of the N. E. ¼ of Sec. 32, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at a point in the E. line of said Sec. 32, 2,200 ft. south of the N. E. corner of said section; thence south along said east line to the northwesterly margin of the Desplaines River: thence southeasterly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the south line of said N. E. ¼ with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence west along said south line of said N. E. ¼ to a point 2,250 ft. east of the center of Sec. 32; thence northeasterly in a straight line to the point of beginning.	32	38	12	2.32	Mary E. Savage.	250 00	.....	Mar. 16, '93	
50	That part of the south fraction of the S. E. ¼ of Sec. 32, T. 38 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the center line of the Willow Springs Road with the northwesterly reserve line of the Illinois and Michigan Canal and running thence northeasterly along said reserve line to a point 785 ft. southwesterly from the east line of said									

	Sec. 32 measured along said reserve line; thence north 52 deg. and 30 min. west, 656 ft., more or less, to the southeasterly margin of the Desplaines River; thence northwesterly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from the point of contact of the center line of the Willow Springs Road with the southeasterly margin of said river and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence southeasterly along said center line of said road to the point of beginning	32	38	12	3.15					
48	That part of the S. E. ¼ of Sec. 32, T. 38 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the northwesterly reserve line of the Illinois and Michigan Canal with the center line of the Willow Springs road, and running thence northwesterly along said center line to the center thread of the current of the Desplaines River; thence southwesterly down said thread to its intersection with a line drawn northwesterly from the point of contact of the south line of said S. E. ¼ with the southeasterly margin of said river and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east on said south line to said reserve line; thence northeasterly along said reserve line to the point of beginning	32	38	12	28.17					
46 and 45	That part of the N. ½ of Sec. 5, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the north line of Sec. 5 with the northwesterly reserve line of the Illinois and Michigan Canal; thence west on said north line to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of the east and west center line of Sec. 5 with said southeasterly margin and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east along said east and west center line to said reserve line; thence northeasterly along said reserve line to the point of beginning	5	37	12	61.75	C. & A. Piper.	.....	29,060 00	Dec. 3, '92	Of this amount the sum of $4,500 was allowed for buildings and leaseholds.
	Carried forward	....	....	....	2,810.58		$1,234,829 09	$ 660,421 92		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward	....	....	....	2,810.58		$1,234,829 09	$ 660,421 92		
44	That part of the N. W. ¼ of Sec. 5, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the S. W. corner of said N. W. ¼ and running thence north on the west line of said N. W. ¼ to a point 560 feet south of the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. measured along said west line; thence northeasterly in a straight line 982 feet to a point 534 feet south of said southeasterly boundary line measured on a line at right angles to said boundary line; thence northeasterly in a straight line 913 feet, more or less, to the northwesterly margin of the Desplaines River, the point of intersection being 546 feet from said southeasterly boundary line, measured on a line at right angles to said boundary line; thence southeasterly at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the south line of said N. W. ¼ with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said south line; thence west on said south line to the point of beginning.....	5	37	12	49.88	Columbia Park Company.	.....	7,500 00	Dec. 7, '92	
41 & E. 33 ft. of 42	That part of Lots 1 and 2, in H. Carrington's Sub. of the S. ½ north of the Desplaines River of Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the N. E. corner of the S. E. ¼ of Sec. 6 and running thence south along the east line of said Sec. 6 to the northwesterly margin of the Desplaines River; thence southeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn from the point of contact of the west line of said Lot 2 with the northeasterly margin of said river and at right angles to the general course of said river there; thence northeasterly along said line to said northeasterly margin; thence north along said west line to its intersection with the east and west center line of said Sec. 6; thence east along said east and west center line to the point of beginning; also the E. 33 ft. of that part of the N. E. ¼ of									

	Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., lying southeasterly of the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.....	6	37	12	29.99	E. F. Cullerton.	.....	6,180 00	Dec. 13, '92
42	That part of the N. E. ¼ of Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., lying southeasterly of the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.	6	37	12	25.00				
40	That part of Lots 3 and 4 in H. Carrington's Sub. of the S. ½ north of the Desplaines River of Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said Lot 3 and running thence south on said east line of said Lot 3 to the northwesterly margin of the Desplaines River; thence southwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence northwesterly along said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said Lot 4 with said northwesterly margin and at right angles to the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north along said west line to its intersection with the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northeasterly along said southeasterly boundary line to its intersection with the east and west center line of said Sec. 6; thence east along said east and west center line to the point of beginning.....	6	37	12	15.86				
36	That part of Lot 5 of H. Carrington's Sub. of the S. ½ north of the Desplaines River of Sec. 6, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the east line of said Lot 5 with the sourheasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co., running thence south along said east line to the northwesterly margin of the Desplaines River; thence southeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said Lot 5 with the northwesterly margin and at right angles to the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north along said west line to its intersection with the southeasterly bonndary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northeasterly along said southeasterly boundary line to the point of beginning.....	6	37	12	6.77	John Tiedt	.....	6,159 50	Oct. 26, '92
	Carried forward.....				2,938.08		$1,234,829 09	$ 680,261 42	

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	2,938.08		$1,234,829 09	$680,261 42		
35	That part of Lot 11, in H. Carrington's Subdivision of the S. ½ north of the Desplaines River of Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the east line of said Lot 11 with the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and running thence south along said east line to the northwesterly margin of the Desplaines River; thence southeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said Lot 11 with the northwesterly margin of said river and at right angles to the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north along said west line to its intersection with the southeasterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northeasterly along said southeasterly boundary line to the point of beginning.....	6	37	12	13.74	H. F. Tiedt.	.....	1,319 00	Oct. 26, '92	
38	That part of the S. E. ¼ of Sec. 6, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the west line of said S. E. ¼ with the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along said reserve line 11.80 chains; thence north on a line parallel with said west line of said S. E. ¼ to the southerly margin of the Desplaines River; thence northerly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said S. E. ¼ with the southerly margin of said river, and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south on said west line to the point of beginning.....	6	37	12	23.53	James Griffin.	1,764 75	.....	Dec. 2, '92	

32	Lot 12 in Carrington's Sub. of that part north of the Desplaines River of the S. ½ of Sec. 6 in T. 37 N., R. 12 E. of the 3d P. M., together with the riparian rights thereof	6	37	12	14.80	N. S. Carrington	1,025 00	.....	Aug. 26, '92
31	Sub-lots 1, 2 and 3 of Lot 13 in E. Carrington's Sub. of the S. ½ north of the Desplaines River of.	6	37	12	12.90	S. A. Spry	.....	1,307 00	Oct. 26, '92
	Sub-lot 4 of Lot 13 in E. Carrington's Sub. of the S. ½ north of the Desplaines River of	6	37	12	3.87	Fred Klotz	.....	2,000 00	Oct. 26, '92
30 and 29	That part of the E. ½ of the N. W. ¼ lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal. Also that part of the W. ½ of the N. W. ¼ of Sec. 7, T. 37 N., R. 12, E. of the 3d P. M., bounded and described as follows: Beginning at the N. E. corner of said W. ½ of said N. W. ¼, and running thence west on the north line of said N. W. ¼ to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of said river; thence southwesterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said N. W. ¼ with said southeasterly margin and at right angles with the general course of said river there; thence southeasterly along said line to the said southeasterly margin; thence south along said west line to the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along said reserve line to the north and south center line of said N. W. ¼; thence north along said north and south center line to the point of beginning	7	37	12	17.37	Fred Kusch	.....	868 50	Oct. 26, '92
26 and 25	That part of the N. ½ of Sec. 12 lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal and south and east of the center thread of the current of the Desplaines River, with the riparian rights thereof. Also that part of the S. E. ¼ of said Sec. 12 lying north and west of said northwesterly reserve line.	12	37	12	151 10	Ph. Koch	15,000 00	.....	July 28, '92
24	That part of the E. ½ of the S. W. ¼ of Sec. 12, T. 37 N., R. 11 E. of the 3d P. M., lying north and west of the northwesterly reserve line of the Illinois and Michigan Canal	12	37	11	14.23	Jas. Murphy.	.....	710 50	Oct. 26, '92
17	That part of the S. E. ¼ of Sec. 16, T. 37 N., R. 11, E. of the 3d P. M., lying south of the boundary line between the counties of Cook and Du Page, in the State of Illinois	16	37	11	18.18				
16	That part of the S. W. ¼ of Sec. 16, T. 37 N., R. 11, E. of the 3d P. M., lying south and east of the center thread of the current of the Desplaines River	16	37	11	0 64	J. H. Tedens	.....	1,000 00	Sept. 21, '9
	Carried forward	....	....	....	3,208.44		$1,252,618 84	$687,466 42	

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	3,208.44		$1,252,618 84	$ 687,466 42		
23	That part of the N. W. ¼ of the S. W. ¼ of Sec. 12, T. 37 N., R. 12 E. of the 3d P. M., bounded and described as follows: Beginning at the N. E. cor. of said N. W. ¼ and running thence west on the north line of said S. W. ¼ to its intersection with the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along the said thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said S. W. ¼ with said southeasterly margin and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said west line to the S. W. corner of said N. W. ¼ of said S. W. ¼; thence east along the south line of said N. W. ¼ of said S. W. ¼ to its intersection with the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along the said reserve line to the east line of said N. W. ¼ of said S. W. ¼; thence north along said east line to the place of beginning.....	12	37	12	37.45	N. Wright et al.	.....	2,313 60	Nov. 18, '92	
23a 23b 23c	That part of the S. W. ¼ of the S. W. ¼ north of the canal of.....	12	37	11	3.45	Unknown owners.	.....	173 50	Oct. 26, '92	
21	That part of the N. E. ¼ of Sec. 14, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the northwesterly reserve line of the Illinois and Michigan Canal with the north line of said N. E. ¼ and running thence west along said north line to the easterly margin of an arm of the Desplaines River, known as the "Old Channel" of said river; thence westerly and at right angles to the general course of said "Old Channel" there to the center thread of the current of said "Old Channel" (said center thread being the boundary line between the counties of Cook and Du Page in the State of Illinois); thence southerly along said boundary line to its intersection with said northwesterly reserve line; thence northeasterly along said northwesterly reserve line to the point of beginning.....	14	37	11	9.45	J. McNab et al.	491 00	.....	Oct. 17, '92	

18	That part of the N. E. ¼ of Sec. 21, T. 37 N., R. 11 E. of the 3d P. M., lying north of a line parallel to and 400 feet north of the northwesterly reserve line of the Illinois and Michigan Canal, with accretions thereto	21	37	11	33.88					
13	That part of the S. E. ¼ of Sec. 20, T. 37 N., R. 11 E. of the 3d P. M., lying north of a line parallel to and 450 ft. north of the northwesterly reserve line of the Illinois and Michigan Canal, with the riparian rights thereof, excepting therefrom so much of Block 3 of the Singer & Talcott Stone Co.'s Addition as falls within said premises	20	37	11	6.70					Included in this purchase are Tract 2 in DuPage Co. and Tracts 1 and 4 in Will Co.; $50,000 was paid for the lands and $26,150 for damages, etc. The District also gave a lease of certain areas abutting upon the new channel when completed. The total acreage secured under this contract is 329.54 acres.
12a	That part of the N. E. ¼ of Sec. 20, T. 37 N., R. 11 E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and a straight line drawn from the N. E. corner of said N. E ¼ to the S. W. corner of the N. W. ¼ of said N. E. ¼ with the riparian rights thereof	20	37	11	61.90					
12	That part of the N. E. ¼ of Sec. 20, T. 37 N., R. 11 E. of the 3d P. M., lying southerly of the center thread of the current of the Desplaines River, with the riparian rights thereof	20	37	11	58.33					
8	The S. E. ¼ of the N. W. ¼ of Sec. 20, T. 37 N., R. 11 E. of the 3d P. M., with the riparian rights thereof	20	37	11	36.57					
5	That part of the S. ½ of the N. E. ¼ of Sec. 19, T. 37 N., R. 11 E. of the 3d P. M., lying south of a straight line drawn from the N. E. corner of the S. E. ¼ of said N. E. ¼ of said Sec. 19 to the S. W. corner of the S. W. ¼ of said N. E. ¼ of said Sec. 19	19	37	11	40.20	Western Stone Co.	76,150 00	.....	July 27, '92	
15 and 15a	That part of the N. W. ¼ of Sec. 21, T. 37 N., R. 11, E. of the 3d P. M., lying north of a line 450 feet north of and parallel with the northwesterly reserve line of the Illinois and Michigan Canal	21	37	11	97.75	Illinois Stone Co.	.....	9,768 00	Sept. 21, '93	
8b	That part of the N. E. ¼ of Sec. 20, T. 37 N., R. 11, E. of the 3d P. M., lying north of a straight line drawn from the N. E. corner of said N. E. ¼ of said Sec. 20 to the S. W. corner of the N. W. ¼ of said N. E. ¼, excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co., said premises above described being situated in and being part of Lot 1 in the County Clerk's Division of unsubdivided lands in Sec. 20; also that part of the N. E. ¼ of the N. W. ¼ of Sec. 20, T. 37 N., R. 11, E. of the 3d P. M., lying south of a straight line drawn from the S. W. corner of said N. E. ¼ of said N. W. ¼ of said Sec. 20 to a point on the north and south center line of said Sec. 20, which point is 754.43 feet north of the S. E. corner of said N. E. ¼ of said N. W. ½ of said Sec. 20, excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co., said premises above described being situated in and being part of Lot 2 in the County Clerk's Division of unsubdivided lands in said Sec. 20	20	37	11	41.88	Western Stone Co.	4,000 00	.....	Sept. 8, '93	
	Carried forward	....	....	....	3,636.00		$1,333,259 84	$ 699,720 52		

LANDS ACQUIRED IN COOK COUNTY FOR CORPORATE PURPOSES—*Concluded*.

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward.....				3 636.00		$1,333,259 84	$ 699,720 52		
19	That part of the S. W. ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., lying south of the boundary line between the counties of Cook and Du Page, in the State of Illinois, and west of the northwesterly reserve line of the Illinois and Michigan Canal.....	15	37	11	5.40	Unknown owners.	.....	25 00	Sept. 21, '92	
10 and 9	That part of the S. W. ¼ of Sec. 20, T. 37 N., R. 11, E. of the 3d P. M., lying north and west of the northwesterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. as now in use, with the riparian rights thereof, excepting therefrom a right of way of said railway company across said tract in the N. W. corner thereof recently acquired and not yet in use.	20	37	11	74.60					
7	The S. W. ¼ of the N. W. ¼ of Sec. 20, T. 37 N., R. 11 E. of the 3d P. M., excepting therefrom 10 acres in the N. W. corner thereof, described as follows: Beginning at the N. W. corner of the S. W. ¼ of the N. W. ¼ of said Sec. 20, running thence east to the N. E. corner of said S. W. ¼ of said N. W. ¼; thence southwesterly in a straight line to a point in the west line of said N. W. ¼ of said Sec. 20, 660 ft. south of the N. W. corner of the S. W. ¼ of said N. W. ¼; thence north on the west line of said N. W. ¼ to the place of beginning; also excepting therefrom the right of way of the Chicago, Santa Fe and California Ry. Co.....	20	37	11	27.74					
6	That part of the S. E. ¼ of Sec. 19, T. 37 N., R. 11 E. of the 3d P. M., east of the 3d P. M., lying northerly of the northerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. as now in use and operation with the riparian rights thereof, excepting therefrom a right of way of said railway company across said tract.....	19	37	11	92.04					
3	That part of the W. ½ of the N. W. ¼ of Sec. 30, T. 37 N., R. 11 E. of the 3d P. M., lying north and west of the northwesterly boundary line of the right of way of the Chicago, Santa Fe and California Railway Company with the riparian rights thereof.....	30	37	11	14.47					
2	That part of the south fraction of the S. W. ¼ of Sec. 19, T. 37 N., R. 11 E. of the 3d P. M., lying between the northwesterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and the center thread of the current of the Desplaines River with the riparian rights thereof.....	19	37	11	45.33	N. J. Brown.	.....	19,511 25	Aug. 1, '92	Deed.

4	That part of the E. ½ of the N. W. ¼ of Sec. 30, T. 37 N., R. 11 E. of the 3d P. M., lying north and west of the northwesterly right of way line of the Chicago, Santa Fe and California Ry. Co.....	30	37	11	0.50	Unknown owners.	.....	25 00	Sept. 21, '92
1	That part of S. W. fractional ¼ of Sec. 19, T. 37 N., R. 11 E. of the 3d P. M., lying north of the center thread of the current of the Desplaines River and south of the north 40 acres of said fractional ¼ of said section.....	19	37	11	58.13	E. S. Sturges.	6,000 00	.. ..	Aug. 16, '92
	Total.....	....	....	....	3,954.21		$1,339,259 84	$ 719,281 77	

TABLE III.

LANDS ACQUIRED IN WILL COUNTY FOR CORPORATE PURPOSES.

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid, Purchase.	Amount Paid, Condemnation.	When Acquired.	Remarks.
1	That part of the S. ½ of the S. E. ¼, Sec. 24, T. 37 N., R. 10, E. of the 3d P. M., lying southerly of a straight line drawn from the S. E. corner of the N. E. ¼ of said S. E. ¼ to the S. W. corner of the S. W. ¼ of said S. E. ¼ with the riparian rights thereof	24	37	10	40.36					Bought under the same contract as tracts 18, 13, 15, 12a, 8 and 5, Cook Co., and tract 2, Du Page Co. See Cook County for consideration.
4	That part of the N. E. ¼ of Sec. 25, T. 37 N., R. 10, E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and the northwesterly boundary line of the Chicago, Santa Fe and California Ry. Co	25	37	10	33.36	Western Stone Co.	.....	.....	July 27, '92	
3	That part of the N. E. ¼ of Sec. 25, T. 37 N., R. 10, E. of the 3d P. M., lying north of the center thread of the current of the Desplaines River	25	37	11	56.20					
5	That part of the N. W. ¼ of Sec. 25, T. 37 N., R. 10, E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and the northwesterly boundary line of the Chicago, Santa Fe and California Ry. Co	25	37	11	35.58					
5a	That part of the N. W. ¼ of Sec. 25, T. 37 N., R. 10, E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and a straight line extending from the N. E. corner of said N. W. ¼ of said Sec. 25 to the N. W. corner of the S. W. ¼ of said N. W. ¼ of said section	25	37	11	78.14					
6	That part of the S. W. ¼ of Sec. 25, T. 37 N., R. 10 E. of the 3d P. M., lying northwest of the northwesterly boundary line of the Chicago, Santa Fe and California Ry. Co	25	37	10	17.96	Ray Estate.	.....	$ 15,130 50	June 24, '92	
7	That part of the S E. ¼ of Sec. 26, T. 37 N., R. 10 E. of the 3d P. M., lying south of the center thread of the current of the Desplaines River	26	37	10	1.45					
7a	That part of the S. E. ¼ of the N. E. ¼ of Sec. 26, T. 37 N., R. 10 E. of the 3d P. M., lying north of the center thread of the current of the Desplaines River	26	37	10	37.38					
8	That part of the S. E. ¼ of Sec. 26, T. 37 N., R. 10 E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and the northwesterly boundary line of the Chicago, Santa Fe and California Ry. Co	26	37	10	102.91					
8a	That part of the S. E. ¼ of Sec. 26, T. 37 N., R. 10 E. of the 3d P. M., lying north of the center thread of the current of the Desplaines River	26	37	10	36.53	N. J. Brown.	.....	11,190 85	June 24, '92	

9 and 9a	That part of the S. E. ¼ of the S. W. ¼ of Sec. 26, T. 37 N., R. 10 E. of the 3d P. M., which lies south and east of a line drawn from a point in the north line of said S. E. ¼, which is 482 feet east of the N. W. corner of said S. E. ¼ to a point in the west line of said S. E. ¼, which is 890 feet south of the northwest corner of said S. E. ¼..	26	37	10	35.46	A. S. Alderman.	$ 876 00	.....	June 27, '92
10	That part of the N. E. ¼ of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M., lying northwest of the northwesterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.	35	37	10	20.13				
11	That part of the N. W. ¼ of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and the northwesterly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.....	35	37	10	116.14				
11a	That part of the N. W. ¼ of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M., lying west of the center thread of the current of the Desplaines River ...	35	37	10	41.25				
12	That part of the S. W. ¼ of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M., lying east of the center thread of the current of the Desplaines River and north and west of certain boundary lines, described as follows: Beginning at a point in the south line of the S. W. ¼ of said Sec. 35, situated 495 ft. west of the intersection of the said south line of Sec. 35 with the westerly 90 ft. reserve line of the Illinois and Michigan Canal; thence north along a line parallel to the north and south center line of said Sec. 35 for a distance of 1,320 ft.; thence east along a line parallel with the south line of said S. W. ¼ of said Sec. 35 to the westerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northerly along the said westerly boundary line of said right of way of said railway to the north line of said S. W. ¼ of said Sec. 35.....	35	37	10	104.17				
12a	That part of the S. W. ¼ of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M.., lying west of the center thread of the Desplaines River.....	35	37	10	8.22	C. Korrell.	.....	20,387.90	June 24, '92
12b	That part of the S. E. ¼ of Sec. 34, T. 37 N., R. 10 E. of the 3d P. M., lying east of the center thread of the current of the east branch of the Desplaines River, except that part thereof formerly owned by Thomas Kirman.....	34	37	10	1.87				
19	That part of the S. E. ¼ of Sec. 3, T. 36 N., R. 10 E. of the 3d P. M., lying east of the center thread of the current of the Desplaines River.. .	3	36	10	53.38				
19a	That part of the S. ½ of the N. E. ¼ of Sec. 3, T. 36 N., R. 10 E. of the 3d P. M., lying east of the center thread of the current of the Desplaines River.....	3	36	10	19.50	S. J. Williams	2,500.00	.....	Jan. 21, '93
	Carried forward	....	....	....	839.79		$ 3,376 00	$ 46,709 25	

LANDS ACQUIRED IN WILL COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward.....	....	....	....	839.79		$ 3,376 00	$ 46,709 25		
13	That portion of the premises hereinafter described by metes and bounds, which lies west of the right of way of the Chicago, Santa Fe and California Ry. Co., to-wit: Beginning at a point one chain and 50 links west of where the west 90-foot line of the Illinois and Michigan Canal cuts the south line of Sec. 35, T. 37 N., R. 10 E. of the 3d P. M. and running thence west along the south line of said Sec. 35, 7 chains and 50 links to stake in highway; thence north parallel to the north and south center line of said Sec. 35, 20 chains to a stake; thence east parallel to the south line of said Sec. 35, 9 chains and 50 links to a point 1 chain and 50 links west of said west 90 foot line; thence south 5 degrees and 30 minutes west, parallel to said 90-foot line, 20 chains and 6 links to the place of beginning.....	35	37	10	11.00	James Bruce	6,060.00	.....	May 18, '93	
15 and 15a	That part of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., lying west of the westerly reserve line of the Illinois and Michigan Canal, excepting therefrom those certain lots, pieces and parcels of land heretofore conveyed in and by and fully described in the following named deeds of conveyances, to-wit: (1) A warranty deed from Simon Lonergan and Ellen, his wife, to Messrs. Norton and Co., dated July 6, 1866, and recorded March, 1869, in Book 116 of Records, page 7, in Recorder's Office of Will County, Ill., as document No. 72,855. (2) A warranty deed from Ellen S. Lonergan to Chicago, St. Louis and Western R. R. Co., dated Sept. 14, 1883, and recorded June 23, 1884, in Book 222 of Records, page 632, in the Recorder's office of Will County, Ill., as document No. 132,707. (3) A warranty deed from Ellen Lonergan to the Chicago, Santa Fe and California Ry. Co., dated April 3, 1888, and recorded June 9, 1888, in Book 251 of Records, page 459, in the Recorder's office of Will County, Ill., as document No. 148,378. (4) A warranty deed from Ellen Lonergan to D. L. Gallup, dated May 21, 1888, and recorded May 23, 1888, in Book 251 of Records, page 395, in the Recorder's office of Will County, Ill., as document No. 148,156. (5) A warranty deed from Ellen Lonergan to John J. Kelg,									

	dated October 22, 1890, and recorded Dec. 30, 1890, in Book 277 of Records, page 495, in the Recorder's office of Will County, Ill., as document No. 160,683	2	36	10	105.14	Ellen Lonergan	10,860.00	.....	Aug. 26, '92
16	A strip of land 50 feet wide, west of and adjoining a portion of the right of way of the Chicago, Santa Fe & California Railway Co., in the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., the west line of that portion of said right of way adjoining which lies the 50 ft. strip hereby conveyed, being described as beginning at a point on the north line of said N. W. ¼ of Sec. 2, which is 313 feet west of the west line of the Illinois and Michigan Canal reserve; and running thence in a southerly direction 445.5 feet to a point on a line parallel with the north line of said N. W. ¼ of said Sec. 2, and which lies east of said point is 279 feet west of the west line of said canal reserve	2	36	10	0.50				
18	A strip of land 2 rods wide across the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., described as beginning at a point on the south line of said ¼ section, that is 100 ft. west of the west reserve line of the Illinois and Michigan Canal; thence northerly to a point that is 445.5 feet southward from the north line of said ¼ section, measured parallel to said west line of the canal reserve, and said point being also 279 feet west of said canal reserve, measured parallel to the north line of said ¼ section, thence west parallel to the north line of said ¼ section 2 rods; thence southerly parallel to the first described line to the south line of said ¼ section; thence east on said south line 2 rods to the place of beginning	2	36	10	1.73				
20	That part of the S. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M. lying west of the westerly boundary line of the right of way of the Chicago, Santa Fe & California Ry. Co.	2	36	10	94.20	Jacob Vogt.	10,500 00	.....	Sept. 22, '92.
16b	Part of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the north line of said N. W. ¼ 429 ft. west of the westerly reserve line of the Illinois and Michigan Canal and running thence southerly along a line parallel with said westerly reserve line 445.5 ft.; thence east along a line parallel with said north line to a line parallel with and 50 feet westerly from the westerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence northerly along said line parallel with said westerly boundary line to said north line of said N. E. ¼; thence west along said north line to the point of beginning	2	36	10	0.80	J. L. Norton, et al.	120 00	.....	Mar. 11, '93
	Carried forward	....	....	....	1,053.16		$ 30,856 00	$ 46,709 25	

LANDS ACQUIRED IN WILL COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	1,053.16		$ 30,856 00	$ 46,709 25		
16a	That part of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at the point of intersection of the east line of the right of way of the Chicago, Santa Fe and California Ry. Co. with the north line of said N. W ¼ of said Sec. 2, running thence southeasterly along said right of way line for a distance of 225 ft.; thence east on a line parallel to said north line of said Sec. 2 for a distance of 40 feet; thence northwesterly along a line parallel to said right of way line for a distance of 225 ft. to its intersection with said north line of the N. W. ¼ of said Sec. 2: thence west to the point of beginning, excepting therefrom that part of the following described property that lies within the last described boundary: Beginning at a stake on the east line of the right of way of the Chicago, Santa Fe and California Ry. Co. 108 ft. south of the township line; thence south along said right of way line 50 ft.; thence east 100 ft.; thence north 50 ft.; thence west 100 ft. to the place of beginning.....	2	36	10	0.16	J. L. Norton.	.....	.....	April 17, '99	This strip and the W. 40 ft. of the following tract were acquired for the road deviation at Romeoville, and is now used as such, as per agreement with Highway Commissioners of Du Page Township.
16c	That part of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at a stake on the east line of the right of way of the Chicago, Santa Fe and California Ry. Co., 108 ft. south of the township line; thence south along said right of way line 50 ft.; thence east 100 ft.; thence north 50 ft.; thence west 100 ft. to the point of beginning.....	2	36	10	0.12	Sayer Rodman.	250 00	.....	April 17, '99	
17	That part of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the north line of the N. W. ¼ of Sec. 2, T. 36 N., R. 10 E. of the 3d P. M., situated 429 ft. west of the westerly reserve line of the Illinois and Michigan Canal; thence west along said north line of the N. W. ¼ 105.6 ft.; thence southerly along a line parallel to said westerly reserve line of the canal 445.5 ft.; thence east along a line parallel to the said north line of the N. W. ¼, 105.6 ft.; thence northerly along a line parallel to the said westerly reserve line of the canal to the point of beginning.....	2	36	10	1.07	John J. Keig.	.....	900 00	June 23, '93	Deed.

21&24	That part of the E. ½ lying east of the east bank of the Desplaines River	10	36	10	127.02				
21a and 24a	That part of the E. ½ lying between the east bank of the Desplaines River and the center thread of the current of said river	10	36	10	26.06				
22 and 25	That part of the W. ½ lying west of the west boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co	11	36	10	134.67				
28	That part of the N. E. ¼ lying east of a line drawn one foot east, more or less, from the east bank of the Desplaines River, as said line is surveyed and mapped by Noah Whitley on a map of part of Secs. 10, 11, 14 and 15, T. 36 N., R. 10 E. of the 3d P. M., bearing date Aug. 7, 1892	15	36	10	47.05				
29	That part of the N. W. ¼ lying west of the west boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co. and the west boundary line of the land of C. Tuckerman	14	36	10	48.71				
31	That part of the S. E. ¼ lying east of a line drawn one foot east, more or less, from the east bank of the Desplaines River and of the east channel thereof, as said line is surveyed and mapped by Noah Whitley on a map of part of Secs. 10, 11, 14 and 15, T. 36 N., R. 10 E. of the 3d P. M., bearing date Aug. 7, 1892	15	36	10	59.98	Heirs of Patrick Fitzpatrick.	57,042 60	.....	Sept. 27, '92
31a	That part of the S. E. ¼ bounded and described as follows: Beginning at a point on the south line of said Sec. 15, 901.23 feet west of the S. E. corner thereof, and running thence north 11 degrees 47 minutes east, 6.09¼ chains; thence north 10 degrees 55 minutes west 7.61½ chains; thence north 51 degrees 58 minutes west 107 feet; thence south 4 degrees 46 minutes 13 inches west to a point on the south line of said section 1,071.23 feet west of the S. E. corner thereof; thence east on said south line 170 feet to the point of beginning	15	36	10	3.57	Michael Fitzpatrick, et al.	357 00	.....	Jan. 31, '95
32	That part of the S. W. ¼ of Sec. 14 in T. 36 N., R. 10, E. of the 3d P. M., lying west of the new right of way of the Chicago, Santa Fe and California Ry. Co	14	36	10	50.43	John McWeeney	....	5,200 00	May 29, '94
33 and 33a	Lots 5 and 6 in the N. E. ¼ of the subdivision of the W. ½ of Sec. 23 and the east fraction of the N. E. ¼ and the west part of the west fraction of the N. E. ¼	22	36	10	59.26	Chester S. Allen	.....	21,309 50	Jan. 21, '95
34	That part of Lot 4 of a subdivision of the east fraction and of the west part of the west fraction of the N. E. ¼ of Sec, 22, T. 36 N., R. 10, E. of the 3d P. M., lying east of the center thread of the current of the Desplaines River, called the Harris and Foley tract	22	36	10	13.78	James Harris	.....	1,719 60	May 29, '94
	Carried forward	.....	.....	.....	1,625.04		$ 88,505 60	$ 75,838 35	

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	1,625.04		$ 88,505 60	$ 75,838 35		
35	All of Lots 1, 2 and 3 of a subdivision of the east fraction, and the west part of the west fraction of the N. E. ¼.....	22	36	10	24.01	M. R. Geddes	.....	3,600 00	June 4, '94	
Pt. 36	Block 139 in Lockport, as laid out by the Canal Commissioners on.....	23	36	10	5.05	John McWeeney	800 00	.....	Oct. 8, '94	
38	Lot 5 of the subdivision of the N. W. ¼ of	22	36	10	14.79					
39	That part of the N. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 8d P. M.. described as follows; The west 507.7 feet of Lot 7 of the subdivision of part of the N. E. ¼ of.....	22	36	10	9 63					
42	Lot 1 of the subdivision of the S. W. ¼ of	22	36	10	37.84					
43	That part of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M., described as follows: The west 507.7 feet of the N. ½ of the S. E. ¼ of.....	22	36	10	15.41					
48	Lot 4 in the S. W. ¼ of Sec. 22, T. 36, N., R. 10 E. of the 3d P. M., except a strip of land in the S. E. corner of said Lot 4, bounded and described as follows: Beginning at the quarter section corner of the south line of said section, running thence north on the half section line 5.28 chains; thence south 39 degrees, 21 minutes, 6.84 chains to the south line of said section; thence east 4.34 chains to the place of beginning.....	22	36	10	55.70	M. F. Loughran et al.	.....	30,337 00	Jan. 24, '94	
39a 40 44a 41	That part of Secs. 22 and 23, T. 30, N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the east and west center line of said Sec. 22, 27 chains east of the center line of said section and running thence south 20.025 chains; thence west 19.31 chains; thence north parallel with the east line of said section 32 545 chains; thence east parallel with the north line of said section 12.31 chains; thence north parallel with the east line of said section 12.52 chains; thence east in a straight line to the westerly margin of the Desplaines River; thence northeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southeasterly along said center thread to its intersection with a line drawn easterly from the point of contact of the east and west center line of said Sec. 22, or said east and west center line produced with the westerly magin of said river, and at right angles to the general course of said river there; thence westerly along said line to said westerly margin; thence west along said east and west	22								

	center line, or said east and west center line produced, to the point of beginning	and 23	36	10	98.12					
56 and 63	That part of the W. ½ of Sec. 27, T. 36 N., R. 10 E. of the 3d P. M., lying between the right of way now occupied by the Chicago, Santa Fe and California Ry. Co. and the center thread of the current of the Desplaines River	27	36	10	89.79					
57 and 58	That part of the N. E ¼ of Sec. 27, T. 36 N., R. 10 E. of the 3d P. M., lying west of the right of way now occupied by the Chicago, Santa Fe and California Ry. Co. with the riparian rights thereof	27	36	10	45.27	Clara P. Mayo et al.	29,125 00		May 15, '94	
44	Lots 1 to 20, inclusive, in Block 3 in Rosedale, being an addition to Lockport in part of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M. Lots 1 to 20, inclusive, in Block 4 in Rosedale, being an addition to Lockport in part of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M. Lots 1 to 14, inclusive, in Block 5 in Rosedale, being an addition to Lockport in part of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M. Lots 1 to 33, inclusive, in Block 6 in Rosedale, being an addition to Lockport in part of S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M. Lots 1 to 54, inclusive, in Block 7 in Rosedale, being an addition to Lockport in part of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M. Lots 1 to 34, inclusive, in Block 8 in Rosedale, being an addition to Lockport in part of the S. E ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M.	22	36	10	18.10	M. P. Schuster et al.		4,819 00	Aug. 3, '98	This includes buildings and leaseholds. This tract is known as "Rosedale" Subdivision.
Pt.40	Part of east fraction, N. E. ¼ south of river and north of Lockport road	22	36	10		C. S. Allen.		2,500 00	April 24, '99	In full for settlement of differences as to title.
49	That part of the S. W. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at a point on the east line of said S. W. ¼ of said Sec. 22, 348.48 feet north of S. E. corner of said S. W. ¼; thence running southwesterly in a direct line 452.20 feet to a point on the south line of the said S. W. ¼, 286.44 feet west of the said S. E. corner of the said S. W. ¼; thence east 13.70 feet on said south line of said section; thence running northeasterly 396.67 feet on a straight line which would pass through a point on the east line of said S. W. ¼ 331.15 feet north of the S. E. corner of said S. W. ¼; thence northeasterly in a direct line 48.11 feet to the point of beginning	22	36	10	0.10					
50	That part of the S. ½ of the S. E. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M., lying northwesterly of a straight line drawn from a point in the north line of the said S. ½ of said S. E. ¼, 507.7 feet east of the north and south center line of said section to a point on said north and south center line 348.48 feet north of the S. ¼ corner of said section	22	36	10	5.67	J. L. Norton.	1,156 00		April 10, '95	
	Carried forward	....	....	....	2,044.52		$ 119,586 60	$ 117,094 35		

LANDS ACQUIRED IN WILL COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	2,044.52		$ 119,586 60	$ 117,094 35		
49a	A tract of land in the S. W. ¼ of Sec. 22, T. 36 N., R. 10 E. of the 3d P. M., beginning at the S. E. corner of the S. W. ¼ of said Sec. 22; thence west along the south line of said section 272.74 feet; thence northeasterly 396.67 feet on a line intersecting the east line of said S. W. ¼, 331.15 feet north of the southeast corner of said ¼; thence northwesterly 48.11 feet to a point on the east line of said southwest ¼ 348.48 feet north of the southeast corner; thence south along said east line of said S. W. ¼ to the place of beginning.....	22	36	10	1.04					
50a	That part of Secs. 22 and 23, T. 36 N., R. 10 E. of the 3d P. M., described as follows: Beginning at the southwest corner of the S. E. ¼ of said Sec. 22, and running thence north 19 chains and 95½ links to a point half way to the center of said Sec. 22; thence east 27 chains; thence north 51 degrees, 45 minutes, east 23 chains to the Desplaines River; thence southerly along the bank of said river to the east line of said section; thence south along said east line of said section to the southeast corner of said Sec. 22; thence west to the place of beginning, excepting therefrom the following: That part of said land heretofore conveyed by John L. Norton and Lemuel Norton and their wives, to the S. D. of Chicago by deed dated April 10, 1895, and the right of way of the Chicago & Alton R. R. Co. for its sidetrack lying east of the main line of the A. T. S. F. R. R. Co. as now located; also the right of way both sides of the last named company.....	22 & 23	36	10	79.50	Azel Hatch et al.	175,000 00	.....	Nov. 11, 1897	
54	That part of the N. E. ¼ lying easterly of the center line of the Chicago and Joliet Road, in...	28	36	10	9.90					
55	That part of the N. W. ¼ of Sec. 27, T. 36 N., R. 10 E. of 3d P. M., lying westerly of the following described line: Beginning at the N. E. corner of said N. W. ¼; thence running south on the east line thereof 532.33 feet; thence south 42 degrees .02 minutes west, 475.88 feet; thence south 36 degrees .51 minutes west, 394.79 feet; thence south 34 degrees .08 minutes 15 seconds west, 168.65 feet; thence south 25 degrees west, 366.30 feet; thence south 85 degrees .31 minutes 30 seconds west, 154.40 feet; thence south 30 degrees .40 minutes 15 seconds west, 639.83 ft. to the south line of said N. W. ¼, and lying easterly of the									

	east line of the Chicago and Joliet Road, excepting therefrom the land occupied by the Chicago and Alton R. R. Co. for a right of way for railway switch tracks, being 30 feet in width and 3,060 feet in length, extending from the north line of the N. W. ¼ of said section	27	36	10	115.30				
56a	That part of the N. W. ¼ of Sec. 27, T. 36 N., R. 10 E. of 3d P. M., described as follows: Beginning at a point on the east line of said N. W. ¼, 532.33 feet south of the N. E. corner of said N. W. ¼; thence running south 42 degrees .02 minutes west, 475.88 feet; thence south 36 degrees .51 minutes west, 394.70 feet; thence south 34 degrees .08 minutes 15 seconds west, 168.65 feet; thence south 25 degrees west, 366 30 feet; thence south 35 degrees .31 minutes 30 seconds west, 426 10 feet; thence south 31 degrees .03 minutes 20 seconds west, 154.30 feet; thence south 30 degrees .40 minutes 15 seconds west, 639.83 feet to a point on the south line of said N. W. ¼ and 1,441 40 feet east of the S. W. corner of said N. W. ¼; thence along said south line of said N. W. ¼ to the westerly margin of the Desplaines River; thence southeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence northeasterly along said center thread to its intersection with a line drawn at right angles to the general course of said river from the intersection of the east line of said N. W. ¼ with the westerly margin of the Desplaines River; thence along said line to said point of intersection; thence along the east line of the N. W. ¼ of Section 27 to the point of beginning	27	36	10	9.63	Western Stone Co.	.....	14,500 00	Feb. 10, '97
69	That part of the N. W. ¼ of Sec. 34, T. 36 N., R. 10, E. of the 3rd P. M., lying between the center thread of the Desplaines River and a line parallel with the west line of said N. W. ¼, and 900 feet east thereof	34	36	10	39.53				
76	That part of the S. W. ¼ of Sec. 34, T. 36 N., R. 10, E. of the 3rd P. M., described as follows: Beginning at a point on the east and west center line of said section, 889.27 feet west of the center post thereof; thence southerly 1,995 feet along the west right of way line of the Chicago, Santa Fe and California Ry. Co., as at present located, to a point on the east bank of the Desplaines River; thence westerly on a normal line to the center thread of the river; thence northwesterly along the center thread of the Desplaines River to its intersection with the east and west center line of the aforesaid section; thence east to the point of beginning, except the new right of way of the Chicago, Santa Fe and California Ry. Co., across said tract	34	36	10	30.98	American Stone Company. F. S. Robinson, Mary L. Fish.	14,102 00	.....	April 22, '95
	Carried forward	....	...	...	2,330.40		$ 308,688 60	$ 131,594 35	

LANDS ACQUIRED IN WILL COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward	....	....	....	2,330.40		$ 308,688 60	$ 131,594 35		
59	That part of the north 827.26 feet of the S. E. ¼, lying east of the highway known as Chicago Road, of	28	36	10	10.95					
61	That part of the north 827.26 feet of the S. W. ¼, lying west of the center thread of the current of the Desplaines River, with the riparian rights thereof	27	36	10	24.91	Warren Hawley	4,366 25	.....	July 2, 1891	
60a	That part of the S. E. ¼ of Sec. 28, T. 36 N., R. 10 E. of the 3d P. M., lying south and east of a line drawn from a point in the south line thereof, 200 feet west of the S. E. corner thereof to a point in the east line therof 733.17 feet north of said S. E. corner	28	36	10	1.68					
62a	That part of the S. W. ¼ of Sec. 27, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at the S. W. corner of said section and running thence north along the west line thereof 733.17 feet; thence northeasterly to a point on a line parallel with and 827.26 feet south of the east and west center line of said section, which is 296.47 feet east of the west line of said section; thence east along said line to the westerly margin of the Desplaines River; thence southeasterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread (passing to the eastward of certain islands in said river) to its intersection with a line drawn southeasterly from the point of contact of the south line of said section with the westerly margin of said river and at right angles to the general course of said river there; thence northwesterly along said line to said westerly margin; thence west along said south line to the point of beginning	27	36	10	35 92	Austin Godfrey	4,125 00	.....	Aug. 3, '94	
68	That part of the N. W. ¼ lying west of the Desplaines River, with the riparian rights thereof, of	34	36	10	15.05					
72	That part of the S. W. ¼ lying west of the Desplaines River and north of the right of way of the Elgin, Joliet and Eastern Ry. Co., with the riparian rights thereof, excepting and reserving therefrom the new right of way of the Chicago, Santa Fe and California Ry. Co., of	34	38	10	12.89					
75	That part of the S. W. ¼ of Sec. 34, T. 36 N., R. 10 E. of the 3d P. M., bounded and described as fol-									

	lows: Beginning at a point on the south line of of said Sec. 34, 5 chains 6½ links east of the S. W. corner of said Sec. 34 (said point is also the intertion of said south section line and the east line of the right of way of the Chicago, Santa Fe and California Ry. Co.); thence east 11 chains and 77 links to the west bank of the Desplaines River; thence north along said river bank 8 chains and 7 links to the south line of the right of way of the Joliet, Aurora and Northern Ry.; thence northwesterly along said right of way 11 chains and 5 links to the east line of the right of way of the Chicago, Santa Fe and California Ry. Co.; thence southwesterly along said last mentioned right of way 17 chains and 41 links to the place of beginning	34	36	10	12 85	Illinois Steel Co.	8,400 00	.....	April 22, '95	
75b	That part of the N. W. ¼ of Sec. 3, T. 35 N., R. 10, E. of the 3d P. M, described as follows: Beginning at the point of confluence of the center thread of the west channel of the Desplaines River with the center thread of the east channel of said river; thence east on a normal line to the west reserve line of the Illinois and Michigan Canal; thence northeasterly along said west reserve line to its intersection with the west right of way line of the Chicago, Santa Fe and California Ry. Co.; thence northwesterly along said west right of way line to the north line of the N. W. ¼ of said Sec. 3; thence west along said north line to its intersection with the center thread of the current of the Desplaines River; thence southerly and southwesterly along said center thread of the current to the point of beginning	3	35	10	3.20					See list of right of way acquired under terms of decree entered in Will County Circuit Court, including all right of every kind or nature whatsoever and color of title that L. E. Ingalls may have or claim to have in and to the bed of the Desplaines River in Sec. 3, T. 35 N., R. 10 E. of the 3d P. M.; see also list of right of way acquired under terms of decree entered in Will County Circuit Court, Dec. 14, 1898.
92a	That part of the S. W. ¼ of Sec. 3, T. 35 N., R. 10 E. of the 3d P. M., described as follows: Beginning at the point of intersection of the east margin of the Desplaines River with the westerly reserve line of the Illinois and Michigan Canal; thence on a normal line to the center thread of the current of the Desplaines River; thence southerly and southwesterly along said center thread to its intersection with the westerly reserve line of the Illinois and Michigan Canal; thence northeasterly along said westerly reserve line to the point of beginning	3	35	10	2.02					
82a	A strip of land 100 ft. wide, formerly occupied as a highway across the right of way of the Chicago, Santa Fe and California Ry. in Secs. 3 and 4, T. 35 N., R. 10 E. of the 3d P. M., the south line of said strip coinciding with the south line of the N. W. ¼ of said Sec. 3 and the N. E. ¼ of said Sec. 4	3 and 4	35	10	.57	L. E. Ingalls. H. S. Smith et al	1,000 00		Jan. 4, '99	
	Carried forward	.....	.....	.....	2,450.44	.....	$ 326,579 85	$ 131,594 35	.....	

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	2,450.44		$ 326,579 85	$ 131,594 35		
73	That part of the S. W. ¼ of Sec. 34, T. 36 N., R. 10, E. of the 3rd P. M., bounded as follows: Beginning at the intersection of the southerly line of the right of way of the Elgin, Joliet and Eastern Ry. Co., with the easterly line of the new right of way of the Chicago, Santa Fe and California Ry. Co., and running thence southwesterly along said easterly line of said new right of way to its intersection with the southerly line of the right of way formerly owned by the Joliet, Aurora and Northern Ry. Co., said point of intersection being 1,149.06 feet, more or less, distant from the south line of said Sec. 34 measured along said easterly line of said new right of way; thence southeasterly along said southerly line of the right of way of said Joliet, Aurora and Northern Ry. Co. to the westerly margin of the Desplaines River; thence at right angles to the general course of said river there to the center thread of the current of said river; thence northerly up said center thread to its intersection with the southerly line of the right of way of said Elgin, Joliet and Eastern Ry. Co., extended to said thread from the westerly margin of said river; thence northwesterly along said southerly line to the point of beginning, said southerly line being parallel to and 57 feet distant from the center line of the present main track of said Elgin, Joliet and Eastern Ry. Co...	34	36	10	5.29	Elgin, Joliet & Eastern Ry. Co.	150 00	.....	July 23, '98	See agreement with E., J. & E. Ry. Co.
75a	That part of the S. W. ¼ of Sec. 34, T. 36 N., R. 10, E. of the 3d P. M., which lies south of the south line of the present right of way of the Elgin, Joliet and Eastern Ry., described as follows: Beginning at a point in the south line of said S. W. ¼, 1,149.72 feet east of the S. W. corner of the said S. W. ¼, said point being the intersection of the south line of said S. W. ¼ with the west bank of the Desplaines River; thence north along said river bank 574.2 feet to its intersection with the former south line of the right of way of the Joliet, Aurora and Northern Ry.; thence east on a normal line to the center thread of the current of the Desplaines River; thence northerly along said center thread to its intersection with a normal line drawn from a point in the west right of way line of the Chicago, Santa Fe and California Ry., 1,995 feet distant from the north line of said S. W. ¼, measured along said west right of way line; thence east along said line to the intersec-									

	tion with said west right of way line; thence southerly along said west right of way line to the south line of said S W. ¼; thence west along the south line of said S. W. ¼ to the point of beginning	34	36	10	4.57	Elgin, Joliet & Eastern Ry. Co. & J. G. Elwood et al.	340 00	.....	May 25, '99 July 11, '99	See agreement with E., J. & E. Ry. Co.
83 and 83a	That part of the N. W. ¼ of Sec. 3, T. 35, N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the northwesterly Reserve line of the Illinois and Michigan Canal with the south line of said N. W. ¼ and running thence northeast along said reserve line 1,632 feet to a point opposite the head of an island; thence west 15 feet to the center thread of the East Channel of the Desplaines River; thence northerly, northwesterly and westerly along said center thread to its intersection with the center thread of the West Channel of the Desplaines River; thence southerly, southwesterly and southeasterly along said center thread to its intersection with a line drawn westerly from the point of contact of the south line of said N. W. ¼ with the easterly margin of said river and at right angles to the general course of said river there; thence easterly on said line to said easterly margin; thence east along said south line to the place of beginning, except that part thereof lying due east of said island and between the northwesterly reserve line of the Illinois and Michigan Canal and the center thread of the current of the east Channel of the Desplaines River due east of said island	3	35	10	22.64					
92	That part of the S.W. ¼ of Sec. 3, T. 35 N., R. 10 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the north line of said S. W. ¼ with the westerly reserve line of the Illinois and Michigan Canal; thence west along said north line of said S. W. ¼ to the easterly margin of the Desplaines River; thence in a westerly direction on a line perpendicular to the center thread of the current of the Desplaines River to a point opposite the intersection of the east margin of said Desplaines River with said center thread; thence southerly along said center thread of the current of the Desplaines River to a point opposite the intersection of the east margin of the said Desplaines River with the westerly reserve line of the Illinois and Michigan Canal to the point of beginning	3	35	10	3.66	Catherine Cutting et al.	.....	2,600 00	June 4, '95	Deed.
84	Lots 113, 114, 115, 116, 117, 118, 119, 120, 121 and 122 in Edgewater, being a subdivision of part of the N. E. ¼ of the S. E. ¼ of	4	35	10		P. R. Bannon.	1,900 00	.....	Dec. 8, '98	
88	The east 65 feet of Lot 7 of Levi Doty's subdivision of a part of the S. ½ of	4	35	10		S. M. Whittier.	1,150 00	.....	Dec. 8, '98	
	Total	.....	.....	.....	2,486.60		$ 330,119 85	$ 134,194 35		

TABLE IV.

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES.

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
26	That part of Lot 1 of the subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11 E. of the 3d P. M., made by Horace Brooks, lying south of the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry. Co., together with the riparian rights, and including that portion, if any, of said Lot 1 lying southerly of the center thread of the Desplaines River.....	1	37	11	5.26	Peter Craigmile	$ 475 00	.....	Feb. 13, '93	
25	That part of Lot 2 of the subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11 E. of the 3d P. M., made by Horace Brooks, lying south of the Chicago, Santa Fe and California Ry., beginning at the intersection of the southerly boundary line of the right of way of said Chicago, Santa Fe and California Ry. Co. with a line parallel with the east line of the S. E. ¼ of said Sec. 1 and distant from said east line 270.6 feet, measured along the north line of said S. E. ¼ of said Sec. 1; thence south along said line parallel with the east line of the S. E. ¼ of Sec. 1 to the center thread of the current of the Desplaines River, or the boundary between Du Page and Cook Counties; thence easterly along said center thread to a line parallel with said east line of the S. E. ¼ of Sec. 1 and distant therefrom 180.84 feet, measured along said line parallel with the east line of the S. E. ¼ of said Sec. 1, to the southerly boundary line of said right of way of the Chicago, Santa Fe and California Ry. Co.; thence westerly along said southerly boundary line of said right of way to the point of beginning.....	1	37	11	2.59	Jas. Craigmile	187 50	.....	Oct. 7, '92	
24	That part of the E. ½ of Lot 3 of the subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11 East of the 3d P. M., made by Horace Brooks, lying south of the Chicago, Santa Fe and California Ry., more fully described as follows: Beginning at the intersection of the southerly boundary line of the right of way of the said Chicago, Santa Fe and California Ry. with a line parallel with the east line of the S. E. ¼ of said Sec. 1, and distant from said east line 445.5 feet, measured along the north line of said S. E. ¼ of said Sec. 1; thence south along said line parallel with the east line of the S. E. ¼ of said Sec. 1 to the center thread of the current of the Desplaines River, or the boundary line between Du Page and Cook Counties; thence easterly along said center thread of the Desplaines River to a line parallel with said east line of the S. E. ¼ of said Sec. 1, and									

	distant therefrom 270.6 feet, measured along said north line of the S. E. ¼ of said Sec. 1; thence north along said line parallel with the east line of the S. E. ¼ of said Sec. 1 to the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry.; thence westerly along said southerly boundary line of the right of way of said railway to the point of beginning.	1	37	11	5.20	John Panje	375 00	.....	Dec. 31, '92
23	That part of the W. ½ of Lot 3 of the subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11 E. of the 3d P. M., made by Horace Brooks, lying south of the Chicago, Santa Fe and California Ry. Co., more fully described as follows: Beginning at the intersection of the southerly boundary line of the right of way of said Chicago, Santa Fe and California Ry. Co., with a line parallel with the east line of the S. E. ¼ of said Section 1 and distant from said east line 620.4 feet, measured along the north line of said S. E. ¼ of said Section 1; thence south along said line parallel with the east line of said S. E. ¼ to the center thread of the current of the Desplaines River or the boundary line between Cook and Du Page Counties; thence easterly along said center thread to a line parallel with said east line of said S. E. ¼ and distant therefrom 445.5 feet measured along said north line of said S. E. ¼; thence north along said line parallel with the east line of said S. E. ¼ to the southerly boundary line of the right of way of said Chicago, Santa Fe and California Ry. Co.; thence westerly along said southerly boundary line to the point of beginning.....	1	37	11	5.15	Emil Lindgren	375 00	.....	Sept. 20, '92
E. Part 22	That part of lot 4 of the subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11 E. of the 3d P. M., made by Horace Brooks, lying south of the C. S. F. & C. Ry., more fully described as follows: Beginning at the intersection of the southerly boundary line of the right of way of the C. S. F. & C. Ry. with a line parallell with the east line of the S. E. ¼ of said Sec. 1 and distant from said east line 9.40 chains measured along the north line of said S. E. ¼; thence south along said line parallel with the east line of said S. E. ¼ to the center thread of the current of the Desplaines River, or the boundary line between Du Page and Cook counties; thence westerly along said center thread to a line parallel with said east line of said S. E. ¼ and distant therefrom 14.70 chains measured along said north line of said S. E. ¼; thence north along said line parallel with the east line of said S. E ¼ to the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry.; thence easterly along said southerly boundary line to the point of beginning.....	1	37	11	10.24	Herman Pantke	750 00	.....	Feb. 17, '93
	Carried forward.....	.....	.....	.....	28.44		$ 2,162 50	.....	

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES—*Continued*.

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....				28.44		$ 2,162.50	$.....		
21	That part of Lot 6 of a subdivision of the S. ½ of Sec. 1, T. 37 N., R. 11, E. of the 3rd P. M., made by Horace Brooks, lying south of the Chicago, Santa Fe and California Ry., more fully described as follows: Beginning at the intersection of the southerly boundary line of the right of way of said Chicago, Santa Fe and California Ry. Co., with a line parallel with the east line of the S. E ¼ of said Sec. 1, and 1,320 feet west thereof, measured along the north line of said S. E. ¼; thence south along said line parallel with the east line of said S. E. ¼ to the center thread of the current of the Desplaines River or the boundary line between Cook and Du Page Counties; thence easterly along said center thread to a line parallel with said east line of said S. E. ¼, and 1,140.18 feet west thereof, measured along the north line of said S. E. ¼; thence north along said line parallel with said east line to the southerly boundary line of the right of way of the Chicago, Santa Fe and California Ry.; thence westerly along said southerly boundary line to the point of beginning.....	1	37	11	4.22	Chas. Elfeldt	385 00	.....	Feb. 25, '93	
19	That part of the north fraction of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3d P. M., lying east of a line parallel with and 1,220.34 feet east of the west line of said north fraction of said S. E. ¼, measured along the north line of said north fraction and lying southeasterly of a line drawn southwesterly from a point in the north line of said north fraction 2,547.6 feet east of the center of said section to a point in the west line of said north f action 1,627.7 feet south of the center of said section, together with the riparian rights thereof.....	1	37	11	18.19	Jacob Beder	1,364 25	.....	Feb. 24, '93	
18	That part of the north fraction of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at a point on the north line of said north fraction 1,070.52 feet east of the center of said section and running thence south on a line parallel with the west line of said north fraction to the northwesterly margin of the Desplaines River; thence at right angles to the general course of said river there to the center thread of the current of said river,									

	or the boundary line between Du Page and Cook Counties; thence northeasterly up said center thread to its intersection with a line drawn southeasterly from the point of contact of a line parallel with and 1,220.34 feet east of the west line of said north fraction with said northwesterly margin; thence northwesterly along said line to said northwesterly margin; thence north on said line parallel with said west line of said north fraction to the north line of said north fraction; thence west on said north line to the point of beginning.....	1	37	11	5.75	Jesse Oldfield	456 00	.....	April 5, '93
17	That part of a tract of land in the north fraction of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3rd P. M., lying southeasterly of a line drawn from a point in the north line of said north fraction, 2,547.6 feet east of the center of said section to a point in the west line of said north fraction 1,627.7 feet south of the center of said section, together with the riparian rights thereof; the entire tract of which the above described land is a part is described as follows: Beginning at a point in the north line of said north fraction, 871.2 feet east of the center of said section, and running thence south along a line parallel with the west line of said north fraction to the center thread of the current of the Desplaines River or the boundary line between Du Page and Cook Counties; thence northeasterly along said center thread to a line parallel with said west line of said north fraction, and 1,070.52 feet east thereof; thence north along said line parallel with said west line to the north line of said north fraction; thence west along said north line, 199.32 feet to the point of beginning..	11	37	11	3.36	M. Heintz	252 00	.....	Feb. 24, '93
14	That part of the S. W. ¼ of Sec. 11, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said S. W. ¼ and running thence north on the east line of said S. W. ¼ to the southeasterly margin of the Desplaines River; thence northerly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of the south line of said S. W. ¼ with said southeasterly margin, and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east along said south line to the point of beginning.....	11	37	11	8.88	C. E. Boyer.	.....	178 60	Aug. 27, '92
	Carried forward.....	....	....	....	68.84		$ 4,619 75	$ 178 60	

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	From Whom Acquired.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	68.84		$ 4,619 75	$ 178 60		
16	That part of the N. fraction of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at a point where a line drawn southwesterly form a point in the north line of said north fraction 254.76 feet east of the center of said section to a point in the west line of said north fraction 1627.7 feet south of the center of said section intersects a line parallel with said west line, and 871.2 feet east thereof, measured along the north line of said north fraction, and from said point of commencement, running south on said line parallel with said west line to the nortwesterly margin of the Desplaines River; thence southeasterly at right angles with the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn southeasterly from the point of contact of the west line of said north fraction with the northwesterly margin of said river and at right angles with the general course of said river there; thence northwesterly along said line to said northwesterly margin; thence north on said west line to a point 1627.7 feet south of the center of said section; thence northeasterly in a straight line to the point of beginning.....	11	37	11	11.61	August Hahn	870 75	.....	Feb 16, '93	
15	That part of the S. E. ¼ of Sec. 11, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at the S. W. corner of said S. E. ¼ and running thence north on the west line of said S. E. ¼ to the southeasterly margin of the Desplaines River; thence northerly and at right angles to the general course of said river there to the center thread of the current of said river; thence northeasterly along said center thread to its intersection with the boundary line between the counties of Cook and DuPage, in the State of Illinois (said boundary line being the center thread of an arm of the Desplaines River known as the "old channel" of said river); thence southerly along said center thread of said "old channel" to its intersection with a line drawn easterly from a point of contact of the south line of said S. E. ¼ with the westerly margin of said "old channel" and at right angles to the									

	general course of said "old channel" there; thence westerly along said line to said westerly margin; thence west on said south line to the point of beginning	11	37	11	4.78	Edwin Walker		96 60	Aug. 27, '92	
12	That part of the N. E. ¼ of Sec. 14, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said N. E. ¼ and running thence south on the west line of said N. E. ¼ to the westerly margin of an arm of the Desplaines River in said N. E. ¼, said arm being known as the "Old Channel" of said river; thence easterly and at right angles to the general course of said arm of said river there to the center thread of the current of said arm of said river; thence along said center thread to its intersection with a line drawn easterly from the point of contact of the north line of said N. E. ¼ with said westerly margin and at right angles with the general course of said river there; thence westerly along said line to said westerly margin; thence west along said north line to the point of beginning	14	37	11	3.90	Unknown Owners.		79 00	Aug. 27, '92	Money deposited with Gary & Wheaton's Bank at Wheaton, by order of DuPage County Circuit Court.
11	That part of the E. ½ of the N. W. ¼ of Sec. 14, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the N. E. corner of said N. W. ¼ and running thence west on the north line of said N. W. ¼ to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from a point of contract of the north and south center line of said N. W. ¼ with said southeasterly margin and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said north and south center line to the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along said reserve line to the center thread of the current of an arm of the Desplaines River in said Sec. 14, said arm being best known as the "Old Channel" of said river; thence northerly along said center thread to its intersection with a line drawn easterly from the point of contact of the east line of said N. W. ¼ with the westerly margin of said arm of said river there; thence westerly along said line to said westerly margin; thence north along said east line to the point of beginning	14	37	11	44.32	H. S. Norton, W. S. Norton.		4,227 60	Aug. 27, '92	Including $25 for leasehold interest.
	Carried forward	....	....	....	133 45		$ 5,490 50	$ 4,581 80		

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	133.45		$ 5,490 50	$ 4,581 80		
13	That part of the E. ½ of the north fraction of the S. W. ¼ of Sec. 11, T. 37 N., R. 11 E. of the 3d P. M., lying southeasterly of the prolongation of a line drawn southwesterly from a point in the north line of the S. E. ¼ of said Sec. 11, 2,547.6 feet east of the center of said section to a point in the north and south center line of said Section 1,627.7 feet south of the center of said section and produced to its intersection with the west line of said E. ½ of said north fraction of said S. W. ¼, together with the riparian rights thereof.....	11	37	11	9.93	J. Scheel.	711 75	.....	Feb. 15, '93	
8	That part of the W. ½ of the N. W. fractional ¼ of Sec. 14, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the S. W. corner of said N W. fractional ¼ and runniag thence east on the south line of said N. W. fractional ¼ to the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along said reserve line to its intersection with a line parallel to and 10.63 chains east from the west line of said N. W, fractional ¼; thence north along said line to the southeasterly margin of the Desplaines River; thence northwesterly at right angles to the general course of said river there to the center thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said N. W. fractional ¼ with said southeasterly margin and at right angles to the general course of said river; thence southeasterly along said line to said southeasterly margin; thence south along said west line to the point of beginning.....	14	37	11	31.92	Carl Moll	.....	10,873 42	June 26, '95	
7a	That part of the N. E. fractional ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at the point of intersection of the east line of said N. E. fractional ¼ with the southerly line of the embankment known as the "Guard Bank," running thence north on said east line to the southeasterly margin of the Desplaines River; thence in a northwesterly direction and at right angles with the general course of said river there to the center									

	thread of the current of said river; thence southwesterly down said center thread to its intersection with a line drawn northwesterly from the point of contact of the west line of said N. E. fractional ¼ with said southeasterly margin, and at right angles with the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south on said west line to the south line of said N. E. fractional ¼; thence east along said south line to its intersection with said southerly line of said embankment; thence northeasterly along said southerly line to the point of beginning.....	15	37	11	10.98				
7	That part of the south fraction of the N. E. fractional ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said N. E. fractional ¼ and running thence north on the east line of said N. E. fractional ¼ to the southerly line of the embankment known as the "guard bank"; thence southwesterly along said southerly line of said embankment to its intersection with the south line of said N. E. fractional quarter ¼; thence east on said south line to the place of beginning	15	37	11	52.67				
6	That part of the N. W. ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of said N. W. ¼ and running thence west on the south line of said N. W. ¼ to the southeasterly margin of the Desplaines River; thence northwesterly at right angles to the general course of said river there to the center thread of the current of said river; thence northeasterly along the said center thread to its intersection with a line drawn northwesterly from the point of contact of the east line of said N. W. ¼ with said southeasterly margin and at right angles to the general course of the said river there; thence along said line to said southeasterly margin; thence south on said east line to the point of beginning.....	15	37	11	0.37	J. H. Tedens.	.....	5,091 93	Aug. 27, '92
5	That part of the S. E. ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the N. E. corner of said S. E. ¼ and running thence west on the north line of said S. E. ¼ to a point in said north line 157.8 feet east of the N. W. corner of said S. E. ¼; thence south on a line parallel to and 157.8 feet distant from the west line of said S. E. ¼ to the northwesterly reserve line of the Illinois and Michigan Canal; thence northeasterly along said reserve line to the east line of said S. E. ¼; thence north along said east line to the point of beginning.....	15	37	11	31.26	J. A. Lomax.	.....	9,866 05	Aug. 27, '92
	Carried forward.....	....	....	....	270 58		$ 6,202 25	$ 30,413 20	

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....	....	....	....	270.58		$ 6,202 25	$ 30,413 20		
3a	That part of the S. fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: That part of Lot 4 of the subdivision made by the Circuit Court commissioners in the certain case lately pending in the Circuit Court of Du Page County, Illinois, wherein Rudolph Nunnemacher was plaintiff and John A. Lomax et al. were defendants, being so much of Lot 4 as lies in the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M.....	15	37	11	28.76	Carl Moll.	.....	7,924 39	June 26, '95	
3b	That part of the S. fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the point of intersection of the north line of Lot 5 of the subdivision made by the Circuit Court Commissioners in the certain cause lately pending in the Circuit Court of Du Page County, Illinois, wherein Rudolph Nunnemacher was plaintiff and John A. Lomax et al. were defendants, with the west line of the S. W. fractional ¼; thence north along said west line to the southeasterly margin of the Desplaines River; thence northwesterly at right angles to the general course of said river there to the center thread of the current of said river; thence northeasterly along said thread to its intersection with a line drawn northwesterly from the point of contact of the north line of said S. W. fractional ¼ with the southeasterly margin of said Desplaines River and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence east along said north line of said S. W. fractional ¼ to the intersection of said line with the boundary line of Lot 4 of the said subdivision made by the Circuit Court Commissioners as aforesaid; thence southwesterly and southerly down and along the boundary line of said Lot 4 to its intersection with the northerly line of Lot 5 as aforesaid; thence westerly along said northerly line of Lot 5 to the place of beginning.....	15	37	11	29.70					
3c	That part of the south fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3rd P. M., bounded and described as follows: Lot 5 of the subdivision made by the Circuit Court Commissioners in the certain cause lately pending in the Circuit Court of Du Page County,									

	State of Illinois, wherein Rudolph Nunnemacher was complainant and John A. Lomax et al. were defendants.....	15	37	11	4.86					
3d	That part of the south fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3rd P. M., bounded and described as follows: Lot 6 of the subdivision made by the Circuit Court Commissioners in the certain cause lately pending in the Circuit Court of Du Page County, State of Illinois, wherein Rudolph Nunnemacher was complainant and John A. Lomax et al. were defendants.....	15	37	11	4.86					
3e	That part of the south fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N., R. 11, E. of the 3rd P. M., bounded and described as follows: Beginning at the point of intersection of the west line of the S. W. fractional ¼ with the boundary line between the Counties of Cook and Du Page, State of Illinois; thence easterly along said boundary line to its intersection with the northwesterly reserve line of the Illinois and Michigan Canal; thence northwesterly along said reserve line to its intersection with the east edge of the embankment called the "Bracken Bank"; thence southwesterly to the southeasterly corner of Lot 6 of the subdivision made by the Circuit Court Commissioners in the certain cause lately pending in the Circuit Court of Du Page County, State of Illinois, wherein Rudolph Nunnemacher was complainant and John A. Lomax et al. were defendants; thence westerly along said south line of said Lot 6 to the point of intersection of said south line of said Lot 6 with the west line of the said S. W. fractional ¼; thence south along said west line of said S. W. fractional ¼ to the place of beginning.....	15	37	11	4.70					
3f	That part of the S. fraction of the S. W. fractional ¼ of Sec. 15, T. 37 N, R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the S. E. corner of lot 6 of the subdivision made by the Circuit Court Commissioners in the certain cause lately pending in the Circuit Court of DuPage County, State of Illinois, wherein Rudolph Munnemacher was complainant and John A. Lomax et al. were defendants; thence northeasterly to the point of intersection of the northwesterly reserve line of the Illinois and Michigan Canal with the east edge of the embankment called the "Bracken Bank;" thence northerly along the eastern edge of said "Bracken Bank" 440.20 feet, more or less, to meet the north line of lot 5 of the said subdivision extended; thence westerly along said line as extended to the northeast corner of said lot 5; thence southerly 440.20 feet, more or less, on the east lines of said lots 5 and 6 to the place of beginning.....	15	37	11	0.34	J. A. Lomax, Carl Moll.	.....	10,000 00	Sept. 18, '95	Dee
	Carried forward.....	....	....	....	343.80		$ 6,202 25	$ 48,337 59		

LANDS ACQUIRED IN DU PAGE COUNTY FOR CORPORATE PURPOSES—*Concluded.*

Tract No.	DESCRIPTION.	S.	T.	R.	Acres.	Name of Former Owner.	Amount Paid.		When Acquired.	Remarks.
							Purchase.	Condemnation.		
	Brought forward.....	....	....	....	343.80		$ 6,202 25	$ 48,337 59		
10	That part of the W. ½ of the N. W. fractional ¼ of Sec. 14, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the point of intersection of the east line of said W. ½ of said N. W. fractional ¼ with the northwesterly reserve line of the Illinois and Michigan Canal, and running thence southwesterly along said reserve line to its intersection with a line parallel to, and 10.63 chains east from the west line of said N. W. fractional ¼; thence north along said line to the southeasterly margin of the Desplaines River; thence northwesterly and at right angles to the general course of said river there to the center thread of the current of said river; thence northeasterly along said center thread to its intersection with a line drawn northwesterly from the point of contact of said east line of said W. ½ of said N. W. fractional ¼ with the said northeasterly margin and at right angles to the general course of said river there; thence southeasterly along said line to said southeasterly margin; thence south along said east line to the point of beginning.....	14	37	11	30.77	J. A. Lomax.	.....	8,478 20	June 26, '95	
4	That part of the north fraction of the S. E ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the N. W. corner of said S. E. ¼, running thence east along the north line of said S. E. ¼, 157 8 feet; thence south on a line parallel to and 157.8 feet distant from the west line of said S. E. ¼ to the northwesterly reserve line of the Illinois and Michigan Canal; thence southwesterly along said reserve line to said west line of said S. E. ¼; thence north on said west line to the point of beginning.....	15	37	11	5.17	Carl Moll.	.....	1,554 02	June 26, '95	
3	That part of the north fraction of the S. W. ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., lying southerly of a line drawn northeasterly from a point in the west line of said north fraction 688.11 feet south of the northwest corner of said S. W. ¼ of said section to a point in the north line of said S. W. ¼, 1,684.55 feet east of the northwest corner of said S. W. ¼ together with the riparian heights thereof.....	15	37	11	32.22	W. J. Tewkesbury and wife.	2,094.30	....	.....	.....

2	That part of the south fraction of the southwest fractional ¼ of Sec. 15, T. 37 N., R. 11 E. of the 3d P. M., bounded and described as follows: Beginning at the intersection of the east edge of the embankment called the "Bracken Bank" with the northwesterly reserve line of the Illinois and Michigan Canal; thence north, 6 degrees east, along said east edge of said embankment to a point situated 1,380.72 feet from the north bank of said canal measured along said east edge of said embankment; thence south, 84 degrees east, 908.82 feet; thence south 6 degrees west, to said northwesterly reserve line; thence southwesterly along said reserve line 1236,84 feet to the point of beginning	15	37	11	17.80	Western Stone Company.				See Tracts Nos. 5, 8, 12, 12a, 13 and 18 in Cook Co. and 1 and 4 in Will Co.
1	That part of the S. E. ¼ of Sec. 16, T. 37 N., R. 11 E of the 3d P. M., bounded and described as follows: Beginning at the point of intersection of the east line of said S. E. ¼ with the boundary line between the counties of Cook and DuPage, State of Illinois; thence westerly along said boundary line to the southeasterly margin of the Desplaines River; thence northerly at right angles to the general course of said river there, to the center thread of the current of said river; thence northeasterly along said thread to its intersection with a line drawn northwesterly from the point of contact of said east line of said S. E. ¼ with the southeasterly margin of said river, and at right angles to the general course of said river there until it intersects said thread; thence southeasterly along said line to said southeasterly margin; thence south along said east line to the point of beginning	16	37	11	23.57	J. H. Tedens.		1,908 07	Aug. 27, '92	Tracts 1, 6, 7 and 7a were acquired by condemnation, Aug. 27, 1892, for the aggregate sum of $5,223.43. This was appealed from, and the Supreme Court granted a new trial. Before the re-trial, however, a settlement was reached, the District paying $7,000 in the aggregate for the aforesaid four tracts.
1a	That part of the S. E. ¼ of Sec. 16, T. 37 N., R. 11 E. of the 3d P. M., lying between the center thread of the current of the Desplaines River and a straight line drawn northeasterly from a point id the south line of said Sec. 16, 431.39 feet east of the south line of said Sec. 16 to a point 688.11 feet south of the E. ¼ corner of said section. Also that part of the S. W. ¼ of Sec. 16, T. 37 N., R. 11 E. of the 3d P. M., lying southeasterly of the above described line	16	37	11	70.13	J. H. Tedens, J. Thormalen.	5,965 30		April 20, '93	
	Leasehold interests in Tracts 2, 5 and 10	....	....	....	.....	.....	.....	310 00	Aug. 27, '92	....
	Total	....	....	....	523.46		$ 14,261 85	$ 60,587 88		

TABLE V.

LOTS ACQUIRED IN JOLIET FOR CORPORATE PURPOSES.

Tract No.	DESCRIPTION.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
1 and 2	That part of the N. E. ¼ of Sec. 9 which is bounded on the west by the Desplaines River (or east line of basin of Illinois and Michigan Canal), on the north by Jackson street in the City of Joliet, on the east by a line drawn due north from the center of the alley running north and south in said Block 2 to the south line of Jackson street, and on the south by the W. ½ of said alley and the north line of Lot 1 in said Block 2. The N. ½ of Lot 1 in Block 2 in that part of the City of Joliet platted by James B. Campbell as Juliet, and located on the east fraction of the S. E. fractional ¼ of Sec. 9.....	Lina E. Barston	$1,425 00	.....	Jan. 4, '98	
2a and 3	The S. ½ of Lot 1, Block 2, in the Old Town of Joliet in the S. E. ¼ Sec. 9, T. 35 N., R. 10 E. of the 3d P. M. Lot 2, Block 2, in Old Town of Joliet, in the S. E. ¼ of Sec. 9, T. 35 N., R. 10 E. of the 3d P. M.	The Economy Light & Power Company.	1,861 88	.....	Feb. 25, '98	
4	The N. ½ of Lot 3, Block 2, old town of Joliet, in the S. E. ¼ of Sec. 9, T. 35 N., R. 10 E. of the 3d P. M.....	F. W. Woodruff	620 62	.....	Feb. 25, '98	
	The S. ½ of Lot 3, Block 2, in old town of Joliet, in the S. E. ¼ Sec. 9, T. 35 N., R. 10 E. of the 3d P. M.....	H. B. Francis et al.	500 00	.....	Mar. 15, '98	
5	That part of the S. E. ¼ of Sec. 9, T. 36 N. R. 10 E. of the 3 P. M., lying west of Lots 2 and 3 in Block 2, Old Town of Joliet, and east of the Desplaines River and north of the north line of Reed Street in the City of Joliet, and south of the east and west alley in said Block 2, which lies east of the center line of Joliet Street produced.					
6	That part of Lot 6, Block 3, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.					
7	That part of Lot 5, Block 3, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.					
8	Lot 4, Block 3, Old Town of Joliet.					
10	That part of Lot 1, Block 3, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.....	P. R. Bannon.	.....	6,000 00	April 12, '98	
9	Lot 3, Block 3, Old Town of Joliet.....	Bridget McNiff.	1,200 00	.....	Feb. 12, '98	
12	Lot 8, Block 8, Old Town of Joliet.....	Jas. O'Connor.	1,200 00	.....	Sept. 14, '97	
N. ½ 13	The N. ½ of Lot 7, Block 8, Old Town of Joliet.....	A. L. Brandon.	1,100 00	.....	Feb. 28, '98	
13a & 13b	The W. 35 feet of the N. ½, and the W. 16 feet of the S. ½ of Lot 7, Block 8, Old Town of Joliet.					
14	The W. 30 feet of Lot 6, Block 8, Old Town of Joliet.					
14a	The W. 30 feet of Lot 5, Block 8, Old Town of Joliet.					
15	That part of Lot 1, Block 8, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.					
16	That part of Lot 2, Block 8, Old Town of Joliet. which lies east of the east wall of the Illinois and Michigan Canal.					
18a	That part of the S. ½ of Lot 4, Block 8, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.....	Francis W. Plant	3,250 00	.....	Feb. 21, '98	

17	That part of Lot 3, Block 8, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.				
19	Lot 1, Block 10, Old Town of Joliet.				
20	Lot 2, Block 10, Old Town of Joliet.				
21 & 22	Lots 1, 2 and 3 of Adams' estate Sub. of Lots 3 and 4, Block 10, Old Town of Joliet.				
25	That part of Lot 3, Block 9, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.				
26	That part of Lot 4, Block 9, Old Town of Joliet, which lie seast of the east wall of the Illinois and Michigan Canal.				
34	That part of Lot 4, Block 17, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.				
35	That part of Lot 1, Block 24, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.	Wm. J. Adams et al.	.....	21,135 00	April 12, '98
18	That part of the N. ½ of Lot 4, Block 8, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal....	M. A. Brannan et al.	500 00	.....	Mar. 21, '98
23	That part of Lot 1, Block 9, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.....	E. Holmes et al.	.....	25 00	April 12, '98
24	That part of Lot 2, Block 9, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.....	F. Holbrook.	.....	250 00	April 12, '98
27	That part of Lot 1, Block 16, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.				
28	That part of Lot 2, Block 16, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.				
29	That part of Lot 3, Block 16, Old Town of Joliet, which lies east of the east wall of the Illinois and Michigan Canal.....	T. A. Mason et al.	.....	17,060 00	April 12, '98
30	That part of Lot 4, Block 16, Old Town of Joliet, lying east of the east wall of the Illinois and Michigan Canal.....	Heirs-at-law of James Paul.	.....	4,400 00	April 12, '98
31	That part of Lot 1, Block 17, Old Town of Joliet, lying east of the east wall of the Illinois and Michigan Canal.				
32	That part of Lot 2, Block 17, Old Town of Joliet, lying east of the east wall of the Illinois and Michigan Canal.....	J. P. King et al.	.....	9,075 00	April 12, '98
33	That part of Lot 3, Block 17, Old Town of Joliet, lying east of the Illinois and Michigan Canal.....	Mary J. Palmer	5,000 00	.....	Oct. 8, '97
36	Lot 2, Block 24, in the Old Town of Joliet.				
37a	The north 28 feet of Lot 3, Block 24, in the Old Town of Joliet.				
45	Lot 6, in Daly, Grinton and Mack's subdivision of Lot 1, in Block 17, in West Joliet.				
46	Lot 7, in Daly, Grinton and Mack's subdivision of Lot 1, in Block 17, in West Joliet.				
51	Lot 3, in Block 4, in School Section Addition to Joliet.				
52	Lot 4, in Block 4, in School Section Addition to Joliet.				
36a and 37b	That piece or parcel of land lying between Lots 2 and 3, Block 24, in the old town of Joliet, platted as an alley in the plat of the old town of Joliet and subsequently vacated by the City of Joliet; also all their undivided right, title and interest in and to the 16 feet of land lying next south of the north 28 feet of Lot 3, in said Block 24, in the old town of Joliet.				
50	Lot 5, Block 17, in West Joliet.....	J. E. Bush et al.	18,000 00	.....	Feb. 12, '98
	Carried forward.....		$ 37,657 50	$ 57,945 00	

LOTS ACQUIRED IN JOLIET FOR CORPORATE PURPOSES—*Continued.*

Tract No.	DESCRIPTION.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward		$ 37,657 50	$ 57,945 00		Including lease of water power from the Canal Commissioners of the State of Illinois to the American Stone Co. of date Oct. 3, 1896.
37 and 38	Lot 4, the south 38 feet of Lot 3 and an undivided half interest in the 16 feet next north of the south 38 feet of Lot 3, all in Block 24, Old Town of Joliet, hereby intending to convey all the right, title and interest in and to Lots 3 and 4, in Block 24, Old Town of Joliet	R. M. Woods.	15,000 00	.....	Oct. 26, 97	
39, 40, 41c, 41b, and 47	Lots 1 and 2, Block 25, Old Town of Joliet, that part of Block 25, Old Town of Joliet, which lies south of Lot 2, in said Block 25, and north of a line 66 feet north of the north line of Washington Street, in said City of Joliet, Lot 2, Block 17, in West Joliet, and also an island in the Desplaines River south of Jefferson Street, in the City of Joliet, known as Governor's Island, situate in the S. E. ¼ of Sec. 9, T. 35 N., R. 10, E. of the 3d P. M.	Frances Steel Robinson and the American Stone Co.	.....	36,000 00	Feb. 21, '98	
41	That part of Block 25, Old Town of Joliet, lying south of a line 66 feet north of the north line of Washington Street.					
41a	Lots 4, 5 and 6 of M. E. Bannon's Sub., in the S. W. corner of the east fraction of the S. E. ¼ of Sec. 9, T. 35 N., R. 10, E. of the 3d P. M., in the N. W. corner of the east fraction of the N. E ¼ of Sec. 16, T. 35 N., R. 10, E., except that portion of Lot 6 of said M. E. Bannon's Sub. occupied by a house on the S. ½ of Lot 6 and a strip of land 3 feet in width along the north wall of said house	M. E. Bannon.	.....	4,800 00	April 12, '98	
41d	The north 20 5-12 feet of Lot 1 in Block 4, School Section Addition to Joliet, and that part of Lot 6 of M. E. Bannon's Sub. in the S. W. corner of the east fraction of the S. E. ¼ of Sec. 9, and in the N. W. corner of the east fraction of the N. E. ¼ of Sec. 16, T. 35 N., R. 10 E. of the 3d P. M., occupied by a dwelling house on the S. ½ of said Lot 6 and a strip of land 3 feet wide along the north side of said dwelling house	M. L. Duggan	450 00	.....	Feb. 25. '98	
38a	A certain leasehold right obtained from the State of Illinois to a certain tract of land situated on canal land, between the canal and river bridges on the north side of Jefferson street, in the City of Joliet	A. Gianelli et al.	250 00	.....	Oct. 26, '97	Includes building. See tract 38a, acquired from Illinois and Michigan Canal Commissioners.
	The leasehold of a certain island situated between the Illinois and Michigan Canal and the Desplaines River, north of Jefferson street, situated in the S. E. ¼ of Sec. 9, T. 35 N., R. 10 E. of the 3d P. M.	John Ryan	400 00	.....	Feb. 15, '98	Including building.
42	Lot 1 of Daly, Grinton & Mack's Sub. of Lot 1 in Black 17, West Joliet	John E. Bush	.....	19,000 00	Mar. 24, '98	Includes compensation for destruction of head race.
42a	Lot 2 of Daly, Grinton & Mack's Sub. of Lot 1, Block 17, West Joliet.					
43	Lot 4 of Daly, Grinton & Mack's Sub. of Lot 1, Block 17, West Joliet.					
44	Lot 5 of Daly, Grinton & Mack's Sub. of Lot 1, Block 17, West Joliet	Eugene Daly	10,500 00	.....	Feb. 17, '98	

	The leasehold interest in and to Lots 2, 4 and 5 of Daly, Grinton & Mack's Sub. in Block 17, West Joliet.	G. Reimer	1,300 00		Oct. 26, '97	Includes buildings and leasehold of a frame building on 38a.
42b	Lot 3 in Daly Grinton and Mack's subdivision of Lot 1, Block 17, West Joliet	M. Cushing	10,000 00		Jan. 26, '98	
48	Lot 3, Block 17, in West Joliet	L. Leach	4,500 00		Oct. 14, '97	
49	Lot 4, Block 17, in West Joliet	J. Ferguson	900 00		Sept. 11, '97	
53	Lot 7, Block 4, School Section Addition to Joliet	R. E. Barber		160 00	Mar. 18, '98	
54	That part of Lot 1, Block 4, School Section Addition to Joliet lying south of the north 20 5-12 feet thereof in the N. E. ¼ of Sec. 16, T. 35 N., R. 10, E. of the 3d P. M.	People's L. & H. Assn.	1,350 00		Feb. 28, '98	
55	Lot 2. Block 4, in School Section Addition to Joliet	M. L. Duggan	1,850 00		Sept. 21, '97	
56	Lot 5, Block 4, in School Section Addition to Joliet	City of Joliet	3,000 00		April 13, '98	
57	Lot 6, Block 4, in School Section Addition to Joliet	Hanora Flood	3,000 00		Nov. 4, '97	
58 62 63 65	Lot 1 and the north 3 feet of Lot 4, Block 18, School Section Addition to Joliet. Lot 2, Block 18, School Section Addition to Joliet. Lot 3, Block 19, School Section Addition to Joliet. Lot 7, Block 18, School Section Addition to Joliet	Jacob Adler	4,500 00		Feb. 21, '98	
59	The south 24 feet of the north 27 feet of Lot 4, Block 18, School Section Addition to Joliet	Julia A. Barber	2,000 00		Feb. 25, '98	
59a	The south 39 feet of Lot 4, Block 18, School Section Addition to Joliet	F. W. Schroeder	1,400 00		Nov. 4, '97	
60	The west 60 feet of the east 110 feet of Lot 5, Block 18, School Section Addition to Joliet	J. Lonergan		175 00	Feb. 26, '98	
61	That part of Lot 8, Block 18, School Section Addition to Joliet, described as follows: Beginning at a point on the north line of said Lot 8, 115 feet west of the east line of said lot; thence running diagonally across said lot to a point 20 feet east of the western boundary line of said lot; thence running east 71 feet along the southern boundary line of said lot; thence diagonally on a northeasterly direction across said lot to a point in the eastern boundary line thereof 21 feet south of the northern boundary line of said lot; thence along said northern boundary line west 115 feet to place of beginning	Edward Kelly	1,100 00		Jan. 18, '98	
66	The W. ½ Lot 2, Block 25, School Section Addition to Joliet	R. Kimball		30 00	April 12, '98	
71 72 73a	Lot 1, Block 26, School Section Addition to Joliet. Lot 4, Block 26, School Section Addition to Joliet. The W. ½ Lot 5, Block 26, School Section Addition to Joliet	G. Spring et al.		35 00	April 12, '98	
73	The E. ½ of Lot 5 in Block 26, in School Section Addition to Joliet	C. A. Noble	150 00		July 26, '98	
	Carried forward		$ 99,307 50	$ 118,145 00		

LOTS ACQUIRED IN JOLIET FOR CORPORATE PURPOSES—*Continued*.

Tract No.	DESCRIPTION.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....		$ 99,307 50	$ 118,145 00		
Pt.60	The E. ½ of Lot 5 in Block 18, in School Section Addition to Joliet					
Pt.66	That part of the E. ½ of Lot 2, Block 25 in School Section Addition to Joliet lying north and west of a line 50 feet distant from, measured at right angles and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry.					
Pt.67	That part of Lot 3, Block 25 in School Section Addition to Joliet, lying north and west of a line 50 feet distant from, measured at angles and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry.					
Pt.73	That part of the E. ½ of Lot 5, Block 26 in School Section Addition to Joliet, lying north and west of a line 50 feet distant from, measured at right angles and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry.					
Pt.74	That part of Lot 8, Block 26 in School Section Addition to Joliet lying north and west of a line 50 feet distant from, measured at right angles and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry.					
Pt.68	That part of Lot 6, Block 25, School Section Addition to Joliet, lying south and east of a line 50 feet distant from, measured at right angles and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry. Co.....	Chicago, Rock Island and Pacific Ry. Co.	1,254 54	.....	Mar. 8, '99	
69	That part of Lot 7, Block 25, School Section Addition to Joliet, lying south and east of a line 50 feet distant from, measured at right angles, and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry. Co.					
75	That part of Block 38, School Section Addition to Joliet, in the City of Joliet, which lies east of the east bank of the Desplaines River and south and east of a line 50 feet distant from, measured at right angles, and parallel to the center line of the right of way of the Chicago, Rock Island and Pacific Ry. Co.					
76	Lot 1, Block 45, School Section Addition to Joliet.					
77	Lot 2, Block 45, School Section Addition to Joliet.					
78	Lot 3, Block 45, School Section Addition to Joliet.					
79	Lot 4, Block 45, School Section Addition to Joliet.					
80	Lot 1, Block 57, School Section Addition to Joliet.					
81	Lot 2, Block 57, School Section Addition to Joliet.					
82	Lot 3, Block 57, School Section Addition to Joliet.					
83	Lot 6, Block 57, School Section Addition to Joliet.					
84	Lot 7, Block 57, School Section Addition to Joliet.					
85	Lot 1, Block 62, School Section Addition to Joliet.					
86	Lot 4, Block 62, School Section Addition to Joliet.					Together with water power, dam and water privileges, and all appurtenances in any wise connected with this property.
100	Lot 4, Block 57, School Section Addition to Joliet.					
101	Lot 5, Block 57, School Section Addition to Joliet.					
102	Lot 2, Block 62, School Section Addition to Joliet.					
103	Lot 3, Block 62, School Section Addition to Joliet.					
104	Lot 6, Block 62, School Section Addition to Joliet.....	W. J. Adam et al.	....	77,100 00	Jan. 12, '98	

87	Lot 5, Block 62, School Section Addition to Joliet.				
88	Lot 7, Block 62, School Section Addition to Joliet.				
89	Lot 8, Block 62, School Section Addition to Joliet.				
90	Lot 1, Block 74, School Section Addition to Joliet.				
91	Lot 6, Block 74, School Section Addition to Joliet.				
92	Lot 7, Block 74, School Section Addition to Joliet.				Reserving a strip of land upon either said Lots 9 or 12, Block 74, lying west of a line 25 feet east of the towpath along the Illinois and Michigan Canal.
93	Lot 8, Block 74, School Section Addition to Joliet.				
94	Lot 13, Block 74, School Section Addition to Joliet.				
150	Lot 5, Block 74, School Section Addition to Joliet.				
151	Lot 9, Block 74, School Section Addition to Joliet.				
152	Lot 12, Block 74, School Section Addition to Joliet	W. J. Adam	7,500 00	Feb. 9, '98	
95	Lot 1, Block 79, School Section Addition to Joliet.				
96	Lot 4, Block 79, School Section Addition to Joliet	Timothy Fallon.	2,400 00	Feb. 5, '98	
97	Lot 5. Block 79, School Section Addition to Joliet	Rose McGovern.	1,500 00	Jan. 7, '98	
98	Lot 7, Block 79, School Section Addition to Joliet	Peter McGovern	700 00	Jan. 7, '98	
99	Lot 8, Block 79, School Section to Addition Joliet	Mary Brice.	2,500 00	Feb. 8, '98	
105	Lot 13 in Goodspeed's Sub. of Block 91, School Section Addition to Joliet.				
106	Lot 14 in Goodspeed's Sub. of Block 91, School Section Addition to Joliet.				
107	Lot 15 in Goodspeed's Sub. of Block 91, School Section Addition to Joliet.				
108	Lot 16, in Goodspeed's Sub. of Block 91, School Section Addition to Joliet.				
109	Lot 17 in Goodspeed's Sub. of Block 91, School Section Addition to Joliet	C. F. Goodspeed. F. K. Goodspeed.	1,750 00	Feb. 12, '98	
110	Lot 3 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet.				
111	Lot 6 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet.				
114	Lot 4 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet.				
115	Lot 5 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet	Millie Alexander et al.	.....	800 00 Mar. 11, '98	
112	Lot 11 in H. S. Bond's Sub of Block 96, School Section Addition to Joliet.				
113	Lot 14 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet.				
116	Lot 12 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet.				
117	Lot 13 in H. S. Bond's Sub. of Block 96, School Section Addition to Joliet	John Hebert.	950 00	Feb. 19, '98	
118	Lot 20, in H. S. Bond's Subdivision of Block 96, School Section Addition to Joliet.				
119	Lot 21, in H. S. Bond's Subdivision of Block 96, School Section Addition to Joliet	Ann Haley.	500 00	Mar. 14, '98	
	Carried forward		$ 118,362 04	$ 196,045 00	

LOTS ACQUIRED IN JOLIET FOR CORPORATE PURPOSES—*Continued*.

Tract No.	DESCRIPTION.	Name of Former Owner.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward.....		$ 118,362 04	$ 196,045 00		
120	Lot 15, in Block 109, School Section Addition to Joliet.	George T. Rugg et al.				
121	Lot 16, in Block 109, School Section Addition to Joliet.....		500 00	.....	Nov. 3, '97	
122	Lot 17, in Murphy & Bennett's Subdivision of Block 109, School Section Addition to Joliet.....	J. Scott.	550 00	.....	Feb. 8, '98	
123	Block 108, School Section Addition to Joliet.....	Frank Murphy.	.....	800 00	April 12, '98	
124	Block 115, School Section Addition to Joliet.					
125	That part of Block 125 west of a point on the south line of Duncan street, 240 feet west of the west line of River street; thence southerly to a point on the south line of said Block 520 feet west of the west line of River street.					
127a	That part of the north 50 feet of Block 132 lying west of a line drawn from a point in the north line of said Block 132 which is 520 feet from the west line of River street to a point in the north line of South street, 600 feet from the west line of River street.					
125	Block 116, School Section Addition to Joliet.....	Thos. Bossom.	3,900 00	.....	April 7, '97	
127	That part of Block 132, School Section Addition to Joliet, lying west of a line running from a point on the north line of said Block, which is distant 520 feet from the west line of River street, southwesterly to a point in the north line of South street, which is distant 600 feet from the west line of said River street, and situated south of the north 50 feet of said Block.....	Ann Haley, Annie Gaynor, John Gaynor.	700 00	.....	Mar. 15, '93	
128	Lot 2, Block 2, South Park.					
129	Lot 3, Block 2, South Park.					
130	Lot 6, Block 2, South Park.					
131	Lot 7, Block 2, South Park.					
132	Lot 2, Block 4, South Park.					
133	Lot 1, Block 3, South Park.					
134	Lot 2, Block 3, South Park.					
135	Lot 3, Block 3, South Park.					
136	Lot 4, Block 3, South Park.					
137	Lot 5, Block 3, South Park.					
138	Lot 6, Block 3, South Park.					
139	Lot 31, Block 2, Addition to South Park.					
140	Lot 30, Block 2, Addition to South Park.					
141	Lot 29, Block 2, Addition to South Park.					
142	Lot 28, Block 2, Addition to South Park.					
143	Lot 3, Block 3, Addition to South Park.					
144	Lot 2, Block 3, Addition to South Park.					
145	Lot 3, Block 3, Addition to South Park.					
146	Lot 4, Block 3, Addition to South Park.					
147	Lot 5, Block 3, Addition to South Park.	Michael Calmer, Trustee,	.....	2,100 00	Mar. 11, '93	
148	Lot 6, Block 3, Addition to South Park.....					

149	That part of Lot 2, Block 74, School Section Addition to the City of Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
153	That part of Lot 1, Block 63, School Section Addition to Joliet, and that part of Lot 4, Block 63, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
154	That part of Lot 5, Block 63, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	The American Steel & Wire Co.	.....	May 24, '99	See agreement on page 5883, proceedings.
163	That part of Lot 1, Block 97, School Section addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	Samuel S. Parks	50 00	June 28, '99	
164	That part of Lot 2, Block 97, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	Jas. G. Elwood.	50 00	June 28, '99	
168	That part of Lot 1, Block 107, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
169	That part of Lot 4, Block 107, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
171	That part of Lot 6, Block 107, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
172	That part of Lot 5, Block 107, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
173	That part of Lot 1, Block 117, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
174	That part of Lot 4, Block 117, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
175	That part of Lot 5, Block 117, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	James B. Speer.	700 00	June 28, '99	
179	That part of Lot 4, Block 124, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
180	That part of Lot 5, Block 124, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
182	That part of Lot 7, Block 124, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.				
183	That part of Lot 8, Block 124, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	John E. Bush.	300 00	June 28, '99	
	Carried forward.....		$ 123,112 04	$ 200,045 00	

LOTS ACQUIRED IN JOLIET FOR CORPORATE PURPOSES—*Concluded.*

Tract No.	DESCRIPTION.	Name of Former Owner.	Amount Paid.		When Acquired.	Remarks.
			Purchase.	Condemnation.		
	Brought forward.....		$ 123,112 04	$ 200,045 00		
184	That part of Lot 1, Block 133, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.					
185	Lot 2, Block 133, School Section Addition to Joliet.					
186	Lot 3, Block 133, School Section Addition to Joliet.	Samuel S. Parks, Jas. G. Elwood.	.....	400 00	June 28, '99	
187	Lot 4, Block 133, School Section Addition to Joliet.....					
189	That part of Lot 4, Block 134, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.					
190	That part of Lot 5, Block 134, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.					
191	That part of Lot 8, Block 134, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.					
193	That part of Lot 7, Block 134, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	J. T. Donahoe.	.....	325 00	June 28, '99	
194	That part of Lot 1, Block 138, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.....	A. J. Caton et al	.....	10 00	June 28, '99	
195	That part of Lot 4, Block 138, School Section Addition to Joliet, which lies east of the towpath of the Illinois and Michigan Canal.					
196	Lot 2, Block 139, School Section Addition to Joliet.....	John T. White.	.....	175 00	June 28, '99	
197	Lot 3, Block 139, School Section Addition to Joliet.....	Addie E. House.	.....	100 00	June 28, '99	
198	Lot 4, Block 139, School Section Addition to Joliet.....	J. T. White.	.....	75 00	June 28, '99	
199	Lot 1, Block 139, School Section Addition to Joliet.....	A. B. Higgins.	.....	75 00	June 28, '99	
200	Lot 1, Block 140, School Section Addition to Joliet.....	J. T. White.	.....	75 00	June 28, '99	
201	Lot 2, Block 140, School Section Addition to Joliet.....	A. J. Caton.	.....	75 00	June 28, '99	
167	That part of Lot 8, Block 98, School Section Addition to Joliet, lying east of the towpath of the Illinois and Michigan Canal.					
170	That part of Lot 3, Block 107, School Section Addition to Joliet, lying east of the towpath of the Illinois and Michigan Canal....	David Oliver.	.....	.....	June 5, '99	See agreement on page 5866 proceedings.

206	That part of Lot 25, Block 3, Addition to South Park, lying east of a line drawn from the S. E. corner of Lot 25 to the N. W. corner of Lot 26, Block 3, Addition to the South Park.				
207	That part of Lot 26, Block 3, Addition to South Park, lying east of a line drawn from the S. E. corner of Lot 25 to the N. W. corner of said Lot 26, Block 3, Addition to South Park.				
208	Lot 27, Block 3, Addition to South Park.				
209	Lot 28, Block 3, Addition to South Park.				
210	Lot 29, Block 3, Addition to South Park.				
211	Lot 30, Block 3, Addition to South Park.				
212	Lot 31, Block 3, Addition to South Park.				
213	Lot 32, Block 3, Addition to South Park.				
214	Lot 33, Block 3, Addition to South Park.				
215	That part of Lot 4, Block 4, Addition to South Park, lying east of a line drawn from the S. E. corner of Lot 4, Block 4, to the N. W. corner of Lot 3, Block 4, Addition to South Park.				
216	That part of Lot 3, Block 4, Addition to South Park, lying east of a line drawn from the S. E. corner of Lot 4, Block 4, to the N. W. corner of said Lot 3, Block 4. Addition to South Park.				
217	Lot 2, Block 4, Addition to South Park.				
218	Lot 1, Block 4, Addition to South Park.				
219	That part of Lot 26, Block 4, Addition to South Park, lying north of a line 200 feet distant from and parallel to the south line of said Lot 26, reserving therefrom any right to an island in the Desplaines River opposite said lots.....	M. Calmer et al.	.....	1,400 00	June 26, '99
	Total.....	.....	$ 123,112 04	$ 202,755 00	

TABLE VI.

LANDS ACQUIRED ALONG CHICAGO RIVER FOR CORPORATE PURPOSES.

Tract No.	DESCRIPTION.	Name of Former Owner.	Area—Sq. Ft.	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
2	That part of Lot 5 and the S. E. ¼ of Lot 4, in Block 4, of Canal Trustees' Subdivision of the W. ½ of Sec. 21, T. 39 N., R. 14 E. of the 3d P. M., and so much of the S. E. ¼ as lies west of the South Branch of the Chicago River, in the City of Chicago, County of Cook, and State of Illinois, lying east of the following described line: Beginning at a point in the north line of 18th st., 247 feet east of the N. E. corner of Lumber and 18th Sts.; thence running northerly 155 feet, more or less, to its intersection with the west dock line of the South Branch of the Chicago River, said line intersecting a point in the north line of Lot 5, Block 4, at a distance of 193 feet, more or less, from the east line of Lumber St.....	W. A. Havemeyer.	1,007	$ 2,014 00	.....	Nov. 12, '97	
5	That part of Lot 3, Block 33 of Canal Trustees' Subdivision of the W. ½ of Sec. 21, T. 39 N., R. 14 E. of the 3d P. M. and as much of the S. E. ¼ as lies west of the South Branch of the Chicago River, lying northerly of the following described line: Beginning at the dividing line between said Lot 3 and Lot 2 at its intersection with the south dock line of the South Branch of the Chicago River; thence southwesterly to a point in the dividing line between Lot 3 and Lot 4, distant 180 feet from the north line of Grove St.....	Cosmopolitan Electric Co.	3,363	.....	$ 6,000 00	Aug. 24, '98	
6	That part of Lot 4, Block 33 of Canal Trustees' Subdivision of the W. ½ of Sec. 21, T. 39 N., R. 14 E. of the 3d P. M., and so much of the S. E. ¼ as lies west of the South Branch of the Chicago River, lying east of the east line of Canal St. and northerly of the following described line: Beginning at a point in the dividing line between Lot 3 and said Lot 4, distant 180 feet from the north line of Grove St.; thence running southwesterly to a point in the east line of Canal St. 103 feet distant from an angle 83.5 feet distant from the north corner of Grove St. and Canal St.						
7	All that part of Lot 4, Block 33 of Canal Trustees' Subdivision of the W. ½ of Sec. 21, T. 39 N., R. 14 E. of the 3d P. M., and so much of the S. E. ¼ as lies west of the South Branch of the Chicago River, lying east of Todd St., west of Canal St. and south of the dock line of the South Branch of the Chicago River.	Edward G. Halle	2,951.5	2,500 00	.....	Oct. 15, '97	
8	That part of Lot 9 and 10, Block 2 of Edward McConnell's Sub'n of part of the north fraction of the N. W. ¼ Sec. 28, T. 39 N., 14 E.						

	of the 3d P. M., lying southeasterly of a line described as follows: Beginning at the junction of the east line of Lot 9 of said Block 2 with the west dock line of the South Branch of the Chicago River, said point being 369 feet, more or less, distant from the east line of Lumber St. measured along said east line of said Lot 9; thence running southwesterly on a straight line to a point in the west line of Lot 10, 295 feet from the south line of Lumber St., measured along said west line of said Lot 10.....	John McConnell et al.	15,965	10,000 00	.....	Nov. 13, '97	
9	That part of Lot 1, N. K. Fairbank's partition of partition of north fraction of the N. W. ¼ of Sec. 28, T. 39 N., R. 14 E. of the 3d P. M., lying south of a line described as follows: Beginning at a point in the east line of Lot 1, 295 feet from the south line of Lumber St. and extending westerly intersecting the west line of Lot 2 of Morris & Johnson's Sub'n of eight acres in the north fraction of the N. W. ¼ of Sec. 28, T. 39 N., R. 14 E. of the 3d P. M. at a point 278½ feet from the north line of said Lot 2, being the continued south line of Lumber St.						
9a	That part of Lots 1 and 2, Morris & Johnson's Sub'n of eight acres in the north fraction of the N. W. ¼ of Sec. 28, T. 39 N., R. 14 E. of the 3d P. M., lying south of a line described as follows: Beginning at a point in the east line of Lot 1, N. K. Fairbank's partition of N. W. ¼ of Sec. 28, T. 39 N., R. 14 E. of the 3d P. M., 295 feet from the south line of Lumber St.; thence westerly intersecting the west line of Lot 2, Morris & Johnson's Sub'n, 278½ feet from the north line of said lot (being the continued south line of Lumber St.) to its intersection with the north dock line of the South Branch of the Chicago River.....	Dupont et al.	7,395	.....	9,365 00	Aug. 16, '98	Transferred to United States Government.
10	That part of Lot 24 and 25 in Green's South Branch Addition to Chicago, being the north fractional part of Sec. 29, T. 39 N., R. 14 E. of the 3d P. M., excepting the E. 16.72 acres thereof lying southerly of a line described as follows: Beginning at a point on the east line of Throop St. 262 feet southerly of the northwest corner of Lot 24; thence running northeasterly intersecting the east line continued of Lot 25 at a point 304 feet southeasterly of the northeast corner of said Lot 25 to its intersection with the west line of Throop's Canal.....	Jennie L. Spry et al.	9,707.5	9,707 50	....	Aug. 16, '98	Transferred to United States Government.
11	That part of Lots 21, 22 and 23 in Greene's South Branch Addition to Chicago, being the north fractional part of Sec. 29, T. 39 N., R. 14, E. of the 3d P. M. (excepting the east 16.72 acres thereof) lying southerly of a line described as follows: Beginning at a point in the west line of Throop St. 253 feet southerly of the N. E. corner of Lot 23; thence southwesterly to a point in the west line of Lot 21 distant 219 feet from the N. W. corner of said Lot 21 and in the east dock line of Sampson's Canal.....	H. A. Boal	3,857	3,857 00	.....	July 29, '98	
	Carried forward		44,246.0	$ 28,078 50	$ 15,365 00		

LANDS ACQUIRED ALONG CHICAGO RIVER FOR CORPORATE PURPOSES—*Concluded.*

Tract No.	DESCRIPTION.	Name of Former Owner.	Area—Sq. Ft	Amount Paid. Purchase.	Amount Paid. Condemnation.	When Acquired.	Remarks.
	Brought forward		44,246.0	$ 28,078 50	$ 15,365 00		
13	That part of Lot 15 of the Re-Subdivision of Lots 172 to 174 (both inclusive) and Lots 11 to 19 (both inclusive), together with that part of Lumber St. lying between Sampson's and Stetson's Canals and the streets between Lots 12 and 13, all in Greene's South Branch Addition to Chicago lying southerly of a line described as follows: Beginning at a point in the west line of Loomis St., said point being 83 feet south of the N. E. corner of Lot 12 of said Re-Subdivision; thence northeasterly to the S. E. corner of said Lot 15 at the northerly dock line of the of the South Branch of the Chicago River.						
14	That part of Lots 11 and 12 of the Re-Subdivision of Lots 172 to 174 (both inclusive) and Lots 11 to 19 (both inclusive), together with that part of Lumber St. lying between Sampson's and Stetson's Canals and the street between Lots 12 and 13, all in Greene's South Branch Addition to Chicago, lying southerly of a line described as follows: Beginning at a point in the west line of Loomis St., said point being in the east line of and 83 feet south of the N. E. corner of said Lot 12; thence at an angle of 53 degrees with said west line of Loomis St., southwesterly to a point in the north dock line of the South Branch of the Chicago River, said point in dock line being the second angle south of the N. W. corner of said Lot 11	W. G. Roelker	6,857.0	.....	3,000 00	June 13, '98	Transferred to United States Government.
	Totals		51,103.0	$ 28,078 50	$ 18,365 00		

TABLE VII.

RIGHT OF WAY ACQUIRED UNDER DECREE ENTERED IN WILL COUNTY CIRCUIT COURT, DECEMBER 14, 1898, FROM ILLINOIS AND MICHIGAN CANAL COMMISSIONERS.

Tract No.	DESCRIPTION.	S.	T.	R.	Area—Sq. Feet.	From Whom Acquired.	Amount. Purchase.	Amount. Condemnation.	When Acquired.	Remarks.
	Will County.									
75b	See description under Will County.									
92a	See description under Will County.									
	Joliet.									
1a	That part of Block 1, North Joliet, which lies within the boundary line of the proposed 300 ft. wide channel, the center line of which is described as follows: Beginning at the point of intersection of the east line of Sec. 4, T. 35 N., R. 10 E. of the 3d P. M., and a line parallel to the westerly reserve line of the Illinois and Michigan Canal, said parallel line being 475 feet distant from said westerly reserve line measured at right angles; running thence southwesterly along said parallel line for a distance of 816.29 feet to a point of curve; running thence on a curve to the left, having a radius of 1,449 feet for a distance of 1,002.13 feet to a point of reverse curve; running thence on a curve to the right, said curve having a radius of 628 feet for a distance of 433.66 feet to a point of tangent.....	4	35	10	25,199					$12,000.00 of this amount was paid to the Economy Light and Power Co. for damages by loss of water power during construction. These tracts were not condemned, but were acquired under terms of agreement with Canal Commissioners of date of March 16, 1897, but the right to use and occupy them for the purposes of the Drainage Channel was vested in the District by the terms of the decree of Dec. 14, 1898.
5a	That part of the S. E. ¼ of Sec. 9, T. 35 N., R. 10, E. of the 3d P. M., lying west of the center line of Joliet Street produced, east of the Desplaines River and north of the north line of Reed Street, in the City of Joliet.....	9	35	10						
11	That part of Lot 2, Block 3, Old Town of Joliet, lying east of the east wall of the Illinois and Michigan Canal.									
11a	That part of Blocks 3 and 8 and all that part of Benton Street and Webster Street, Old Town of Joliet, lying west of the east wall of the Illinois and Michigan Canal.									
38a	A tract of land in the S. E. ¼ of Sec. 9, T. 35 N., R. 10, E. of the 3d P. M., north of Jefferson Street, west of the Desplaines River and east of a line 56 feet distant from and parallel to the center line of the Illinois and Michigan Canal, said center line running through a point in the south line of Block 16, West Joliet, produced, 170 feet distant from the S. W. corner of said block and forming an angle of 95 degrees and 50 minutes with said south line, measured from north to west.....	9	35	10		Ill. & Mich. Canal Commissioners.	.....	$ 39,630 00	Dec. 14, '98	

RECAPITULATION.

LOTS ACQUIRED.

Chicago and Cook County—	*Number.*	*Amount Paid.*	*Total.*
By purchase	76*	$64,875 00	
By condemnation	34	14,350 00	
			$ 79,225 00
In Joliet—			
By purchase	90	$123,112 04	
By condemnation	130	202,755 00	
			325,867 04
Total for lots in Will and Cook Counties			$ 405,092 04

*This includes all the right of way acquired in Manchester Subdivision, and in addition one lot in Singer & Talcott's Subdivision at Lemont. Parts of lots and blocks in Manchester acquired from the Atchison, Topeka and Santa Fe Railway Company, aggregating 4,723 acres, are not included in above, though the consideration is included in the total.

LANDS.

Cook County—	*Acres.*	*Amount Paid.*	*Total.*
By purchase	2,278.06	$1,339,259 84	
By condemnation	1,676.15	719,281 77	
			$ 2,058,541 61
Du Page County—			
By purchase	201.65	14,261 85	
By condemnation	321.81	60,587 88	
			74,849 73
Will County—			
By purchase	1,369.39	330,119 85	
By condemnation	1,117.21	134,194 35	
			464,314 20
Total lands			$ 2,597,705 54

CHICAGO RIVER AND CANAL COMMISSIONERS.

	Area, Sq. Ft.	*Amount.*
By purchase	33,488	$28,078 50
By condemnation	17,615	18,365 00
From Canal Commissioners in Will County	25,199	39,630 00
Total	76,302	$86,073 50

SUMMARY.

Paid for lands in Cook County	$ 2,058,541 61
Paid for lands in Du Page County	74,849 73
Paid for lands in Will County	464,314 20
Paid for lands on Chicago River	46,443 50
Paid for lands from Canal Commissioners	39,630 00
Paid for lots in Cook County	79,225 00
Paid for lots in Will County	325,867 04
Total	$ 3,088,871 08

REPORT IN REFERENCE TO INSPECTION OF EIGHT TRACK BRIDGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to inspection of the mill, shop and field material and work required in constructing the Eight Track Bridge at Campbell Avenue, the report recommending that the Chief Engineer be authorized and directed to employ Robert W. Hunt & Company to inspect the work at the prices set forth in the report, and procure reports on the same from time to time, from said firm, until the work shall have been completed.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—Mr. Braden—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that a proposition has been made to Mr. W. M. Hughes, Engineer of Bridges and Bridge Construction of the District, by Robert W. Hunt & Co., for the inspection of the mill, shop and field material and work required in the construction of the Eight-Track Bridge at Campbell Avenue. The railroads interested in this bridge are in favor of this firm inspecting the material and work.

The proposition of said Robert W. Hunt & Co. for the inspection of the material and work of this bridge is as follows:

Complete inspection and tests of material at the mills, and supervision of workmanship at the shops, at the sum of 70 cents per net ton; for inspection and supervision of field work, at the sum of 40 cents per net ton, including all material entering into the construction.

Under the circumstances it seems advisable for the Sanitary District to employ this firm to do the work. Your Committee, therefore, recommends that the Chief Engineer of the District be authorized and directed to employ said Robert W. Hunt & Co. to inspect the work above mentioned at the prices hereinabove specified; and be directed to procure reports on the same, from time to time, from said firm until the same shall have been completed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

J. P. MALLETTE,
THOMAS KELLY,
ALEX. J. JONES,
B. A. ECKHART,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(Two enclosures.)

REPORT IN REFERENCE TO THIRTY-NINTH STREET CONDUIT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the construction of a conduit extending from Lake Michigan and Thirty-ninth Street to the South Branch of the Chicago River, the report recommending that the Chief Engineer, under the direction of the Committee on Engineering, be authorized and directed to appoint a sufficient number of inspectors to thoroughly inspect the said conduit during its construction, and also recommending that the President be authorized and directed to communicate with the Mayor of Chicago, requesting that the city complete the same at the earliest date practicable.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 8, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that the work of construction on the conduit extending from Lake Michigan on Thirty-ninth Street to the South Branch of the Chicago River, which is being built by the City of Chicago, has been discontinued by the contractors on account of their financial inability to complete the work. This work has been stopped about one month.

The Sanitary District is under contract with the City of Chicago to take over from said city this conduit and the pumping works, machinery, etc., to be constructed by the said city in connection therewith, when the same are completed, and to afterwards maintain the same at the expense of the Sanitary District.

Your Committee is of the opinion that since the Sanitary District will maintain said conduit after the same is completed, the District should see that the work is properly done, and that a thorough inspection of the same should be made during its progress.

Upon the completion of this conduit a flow of water will be obtained which will greatly relieve the Chicago River from its mouth to the point where the Stock Yards Branch empties into the South Branch of the Chicago River, thereby materially lessening the current in the river.

Your Committee, therefore, recommends that the Chief Engineer under the direction of the Committee on Engineering be authorized and directed to appoint a sufficient number of Inspectors to thoroughly inspect the Thirty-ninth Street Conduit while work on the same is in progress and until the completion of the same.

Your Committee further recommends that the President of the Board of Trustees be authorized and directed to communicate with the Mayor of the City of Chicago, requesting that the city use its utmost endeavors to resume work on said conduit as soon as possible, and to complete the same at the earliest day practicable in order that an ample flow of water may be secured in the Main Channel of the Sanitary District without creating an excessive current in the Chicago River.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

REPORT TRANSMITTING FORM OF LEASE FOR DISTRICT LANDS TO ROBERT TURNER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting form of proposed lease of District lands in duplicate, to Robert Turner, the report setting forth that said lease is in conformity with the form of lease heretofore adopted, and recommending that the President and Clerk be directed to execute the same, when said Turner shall on his part have executed the same and complied with the terms and conditions thereof which may be necessary as conditions precedent to their execution.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering reports herewith a form of ground lease to be executed by the District with the party hereinafter mentioned, for the use of certain lands owned by the District along the banks of the Main Channel. The lands rented out are to be used for farming and graz-

ing purposes by Robert Turner, of Will County, Illinois, at an annual rental of $70.00, payable in advance, and are described as follows:

That part of Sections 10, 11, 14 and 15 in Township 36 North, Range 10 East of the Third Principal Meridian, otherwise described as a strip of land in Contract Section 14, lying west of a line 200 feet distant from, measured at right angles, in a westerly direction and parallel to the west bank of the Main Drainage Channel of the Sanitary District of Chicago, and east of a line 700 feet distant from, measured at right angles, in a westerly direction and parallel to the west bank of the Main Drainage Channel of said Sanitary District, containing twenty acres, more or less, in Will County and State of Illinois.

That said lease is in conformity with the form of lease heretofore adopted by the Board of Trustees for use in cases as above.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said lease to the said party, Robert Turner, as above set forth, for the lands above described, when said party on his part shall have executed the same and complied with the terms and conditions thereof which may be deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman,
J. P. MALLETTE,
J. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
ALEX J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Accompanied by form of lease in duplicate and three enclosures.)

REPORT TRANSMITTING FORM OF LEASES FOR DISTRICT LANDS TO LEOPOLD KORHERR AND LEO GOTZ.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting form of proposed leases of District lands to Leopold Korherr and Leo Gotz, the report setting forth that said leases are in conformity with the form of lease heretofore adopted, and recommending that the President and Clerk be directed to execute the same, when each of said parties shall on his part have executed the same and complied with the terms and conditions thereof which may be necessary as conditions precedent to their execution.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith presents certain forms of ground leases to be executed by the District with the parties hereinafter mentioned, for the lease of lands owned by the District along the banks of the Main Channel. The lands rented out are to be used for farming and grazing purposes. The following are here submitted for approval:

To Leopold Korherr, the land hereinafter described, at an annual rental of $140.00 per annum, payable in advance.

Said land is described as follows: That part of the northwest quarter of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian, lying northerly of a line 200 feet distant from and parallel to, measured at right angles, with the north bank of the Main Drainage Channel of the Sanitary District of Chicago, and south of the southerly right of way line of the Chicago, Santa Fe and California Railway Company, containing 40 acres, more or less, in Cook County, Illinois.

To Leo Gotz, the land hereinafter described, at an annual rental of $35.00 per annum, payable in advance. Said land is described as follows:

That part of the northeast quarter of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian, lying north and east of the Desplaines

River and south of the southerly line of the right of way of the Chicago, Santa Fe and California Railway Company, containing ten acres, more or less, situated in the County of Cook and State of Illinois.

That said leases are in conformity with the form of lease heretofore adopted by the Board of Trustees for use in cases as above.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said leases to the parties, respectively, as above set forth, for the lands as above described, when each of said parties shall on his part have executed the same and complied with the terms and conditions thereof, which may be deemed as conditions precedent to the execution of said leases.

Respectfully submitted.

(Signed) THOS. A. SMYTH,
Chairman.

J. P. MALLETTE,
B. A. ECKHART,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
Committee on Engineering."

(Accompanied by Marshal's reports to Committee and forms of two leases in duplicate.)

COMMUNICATION FROM LAKE CARRIERS' ASSOCIATION AND ORDER IN REFERENCE TO BRIDGES.

The Clerk presented a communication from the Lake Carriers' Association, giving notice as to the proposed action of the association in applying to the Secretary of War for some remedy of the conditions at Chicago on behalf of the navigation interests, the communication setting forth that the association would be glad to have representatives of the Sanitary Board and the City of Chicago in attendance. Representatives of the Chicago River Improvement Association being present in the Board room, Mr. Jones then moved that they be accorded an immediate hearing before the Board, which was granted by unanimous consent, and Messrs. G. J. Brine, L. O. Goddard, Murry Nelson, Captain Sinclair and John C. Spry, representing the association, then addressed the Board.

In the same connection Mr. Jones, seconded by Mr. Eckhart, moved the adoption of the following

ORDER:

"*Ordered*, That the Committee on Engineering be directed, at the earliest possible date, to adopt plans and advertise for the construction of four more bridges of a bascule type at the most necessary points on the Chicago River in addition to those already ordered, to overcome the inconvenience to navigation occasioned by the current of the Main Drainage Channel."

On roll-call, on the motion for the adoption of the order, the vote stood, Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE COMMUNICATION:

"LAKE CARRIERS' ASSOCIATION,
CHICAGO, May 9th, 1900.

Board of Trustees, Sanitary District of Chicago:

GENTLEMEN—Pursuant to the resolutions of the Lake Carriers' Association, copies of which have been submitted to you, and our conversation with certain of your members this day, we desire formally to notify you that on Tuesday next, the 15th of May, we shall apply, in behalf of the navigation interests, to the Secretary of War at Washington for some remedy of the conditions at Chicago affecting such interests, and at such time we should be glad if representatives of the Sanitary Board and of the City of Chicago could attend, to the end that the best arrangement of the matter may be had.

Should it be impossible to have an interview on the subject with the Secretary of War on Tuesday next, we will press for such an interview on the earliest date thereafter.

Yours very truly,

(Signed) FRANK J. FIRTH,
Chairman.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Wenter, the Board then adjourned.

Joseph E. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 23, 1900.

OFFICIAL RECORD.
Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, May 23, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter — eight members, were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

G. M. Wisner (expense)	$ 61 65	
Ralph Modjeski (professional services)	91 73	
		$ 153 38

LAW DEPARTMENT.

The Gunthorp-Warren Printing Company (printing)	$ 29 25	
John W. Nadelhoffer (expense)	124 23	
Chas. C. Gilbert (expense)	513 91	
		667 39

GENERAL ACCOUNT.

Richards & Co., Limited (streams examination)	$ 8 22	
Chicago Car Seal Manufacturing Company (streams examination)	15 00	
Frank Diesel Can Company (streams examination)	20 09	
Whitall, Tatum & Co. (streams examination)	55 04	
Chicago Telephone Company (telephone and toll service)	1,418 01	
Drainage Canal Transportation and Amusement Company (trip, I. M. Weston)	125 00	
		1,641 36

POLICE DEPARTMENT.

Ed. Haywood (livery)	$ 3 00	
Mrs. A. Hartwig (laundry)	4 00	
Adams Bros. (stoves and fittings)	13 50	
		20 50

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Section 17)		331 80

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River dredging)	7,350 00	
Lydon & Drews Company (Lake Front Park filling)	1,600 00	
Lydon & Drews Company (By-pass Chicago River)	4,665 20	
The Toledo Bridge Company (Section K, Belt Railway Bridge)	787 50	
Canal Commissioners (Section 15, Bear Trap Dam)	100 00	
Heldmaier & Neu (Section 17, coffer-dam)	178 91	
Heldmaier & Neu (Section 17, May 16, 1900)	1,312 50	
Economy Light and Power Company (Section 17, pumping)	270 00	
Gahan & Byrne (Section 18, Cass Street Bridge)	82 50	
Gahan & Byrne (Section 18, removing waste gates)	669 52	
Wilcox Bros. (Section 18, gate and flume)	114 99	
McArthur Bros. Company (Section O, Panhandle Bridge)	229 40	
Geo. M. Huss (Section O, Panhandle Bridge)	256 75	
C. T. T. R. R. Co. (Section O, Panhandle Bridge)	378 68	
Hibbard, Spencer, Bartlett & Co. (Lock No. 1, I. & M. Canal)	56 52	
Weaver Coal Company (Lock No. 1, I. & M. Canal)	106 11	
Continental Bolt & Iron Works (Lock No. 1, I. & M. Canal)	149 93	
The Illinois Nail Company (Lock No. 1, I. & M. Canal)	538 75	
Francis Beidler & Co. (Lock No. 1, I. & M. Canal)	918 28	
Green's Dredging Company (Lock No. 1, I. & M. Canal)	996 49	
Meacham & Wright (repairing Van Buren Street Tunnel)	19 00	
American Straw Board Company (Van Buren Street By-pass)	50 00	
Henry Falk, Jr. (C. & A. R. R. freight office)	168 90	
American Steel & Wire Company (life lines)	3,742 20	
		24,742 13

Grand total $ 27,556 56

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers for expense at Lock No. 1 on I & M. Canal, on all of which he voted nay*), Carter, Eckhart, Jones (*except as to vouchers for expense at Lock No. 1 on I. & M. Canal, on all of which he voted nay*), Mallette, Smyth (*except as to vouchers for expense at Lock No. 1 on I & M. Canal, on all of which he voted nay*), and Wenter—eight (*except as above stated*. Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH F. M. MONTGOMERY & CO. FOR RIGHT TO CONSTRUCT MOVABLE HIGHWAY BRIDGE ACROSS CHICAGO RIVER AT CANAL STREET UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT BRIDGE COMPANY.

The Clerk presented, and read, a report transmitting the agreement with F. M. Montgomery & Co. for the right to construct a movable highway bridge across the Chicago River at Canal Street, under the patents of The Scherzer Rolling Lift Bridge Company, the report setting forth that said agreement has been duly executed by the said company and also by the President and Clerk, as authorized by the Board at the meeting held April 25, 1900 (page 6441 of the Proceedings), and a duplicate copy of same delivered to said company, and recommending that said agreement be printed and placed on file.

By unanimous consent the report was ordered received and, with accompanying agreement, printed and placed on file.

The following is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement, dated April 23, 1900, with Frank M. Montgomery & Company for the right to construct a movable highway bridge across the Chicago River at Canal Street, under the patents of The Scherzer Rolling Lift Bridge Company, the same having been duly executed by said company and also by your President and Clerk, as authorized by the Board of Trustees at the meeting held April 25, 1900 (page 6441 of the Proceedings), and a duplicate copy of same delivered to said company, and I therefore recommend that said agreement be printed and placed on file.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

The following is

THE AGREEMENT:

"*This Agreement*, Made and entered into this 23rd day of April, A. D. 1900, by and between the Sanitary District of Chicago, party of the first part, and Frank M. Montgomery and Uri W. Weston, co-partners under the firm name and style of Frank M. Montgomery & Company, party of the second part:

Witnesseth: That, whereas, the Sanitary District of Chicago is desirous of securing bids and letting the contract for the construction of one (1) movable highway bridge across the Chicago River at Canal Street, in the City of Chicago, said new bridge to be constructed without center pier and in place of the present bridge at said Canal Street and the Chicago River; and

WHEREAS, The said Frank M. Montgomery & Company claims the exclusive right to construct Scherzer Rolling Lift Bridges in the County of Cook and State of Illinois under the design and patents of The Scherzer Rolling Lift Bridge Company; and

WHEREAS, The said Frank M. Montgomery & Company desires to sell to the Sanitary District of Chicago the right to construct a bridge at Canal Street and the Chicago River according to the plans and under the design and patents of The Scherzer Rolling Lift Bridge Company; now, therefore,

It Is Agreed, Between said parties:

First. That the said Frank M. Montgomery & Company hereby sells, transfers and sets over to the said Sanitary District of Chicago, for the sum of eighteen thousand dollars ($18,000.00), the right to use the design and to construct a bridge under the design and patents of The Scherzer Rolling Lift Bridge Company for the said bridge at the crossing of Canal Street and the Chicago River.

Second. That the said Frank M. Montgomery & Company further agrees to prepare and deliver to the said Sanitary District of Chicago the design and general plans for said bridge within six (6) weeks from the date of receiving information from the Sanitary District to allow the second party to proceed with the making of the designs and plans for said bridge. Said information to be determined by the Engineer of Bridges and Bridge Construction of the said party of the first part. Said plans shall be so complete in detail as to enable persons desiring to submit bids for the construction of said bridge, upon said design and plans, to intelligently bid thereon, and said plans shall also be so complete in every detail both of structure and machinery that the shop plans can be readily

and promptly made therefrom. If, in the judgment of the Engineer of Bridges and Bridge Construction of the Sanitary District of Chicago, the said plans are not so complete in detail, then the said Frank M. Montgomery & Company shall forthwith so elaborate said plans as to comply with the directions of the said Engineer of Bridges and Bridge Construction. In the event of said party of the second part failing to comply with the direction of said Engineer of Bridges and Bridge Construction, as aforesaid, then the said Sanitary District of Chicago may, at its election, and without notice to said party of the second part, elaborate said plans and charge the expense thereof to said party of the second part.

Third. The said Frank M. Montgomery & Company hereby also agrees to examine and check the shop plans for said bridge, and the said party of the second part shall also supervise the construction and erection of said bridge without further compensation from the said party of the first part than the said sum of eighteen thousand dollars ($18,000.00), so that the said bridge may be constructed in conformity with the said design and plans and specifications furnished by the said party of the second part.

Fourth. The said Frank M. Montgomery & Company further agrees to secure the approval of the Commissioner of Public Works of the City of Chicago of all plans and specifications required to be furnished by the said party of the second part under the terms of this contract.

Fifth. It is further agreed that the said Frank M. Montgomery & Company will cause to be executed and delivered to the said Sanitary District of Chicago a good and sufficient bond in the penal sum of twenty-five thousand dollars ($25,000), with a surety company as surety thereon, to be approved by the Committee on Finance of the Sanitary District of Chicago, conditioned for the successful operation of said bridge when completed according to the design, plans and specification furnished by the said party of the second part; also conditioned to idemnify, keep and save harmless the said Sanitary District of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against or result to said Sanitary District of Chicago on account of any infringement, or alleged infringement, in law or equity, of any patent right or patents by reason of the construction of said bridge in accordance with said design; and also conditioned for the faithful performance of all of said second party's obligations under this agreement.

Sixth. The said party of the second part further agrees to deliver to the said party of the first part the written consent of The Scherzer Rolling Lift Bridge Company to construct the bridge aforesaid upon the design and patents aforesaid, without recourse, to the said party of the first part.

Seventh. It is further agreed between the parties hereto that upon the proper execution of this agreement and the delivery thereof to the said party of the first part, the filing of said written consent of The Scherzer Rolling Lift Bridge Company, and the acceptance by the party of the first part of the bond heretofore mentioned, the said party of the first part will pay to the said party of the second part the sum of twelve thousand dollars ($12,000), and the remainder of said eighteen thousand dollars ($18,000) to be paid from time to time upon the voucher of the Engineer of Bridges and Bridge Construction as the work progresses; the final payment to be made upon the delivery of said plans to the Sanitary District of Chicago.

In Witness Whereof, The said party of the first part has caused these presents to be signed by its President, and its seal to be hereto affixed, and attested by its Clerk; and the said second party has caused these presents to be signed and sealed in its co-partnership name; and the said partners have also hereunto set their hands and seals, respectively, the day and year first above written.

The Sanitary District of Chicago,

(Signed) By WILLIAM BOLDENWECK,
Presiden t.

Attest:
JOSEPH F. HAAS,
Clerk.

[Seal] FRANK M. MONTGOMERY & CO.,

[Seal] FRANK M. MONTGOMERY,

[Seal] URI W. WESTON.

The Scherzer Rolling Lift Bridge Co. hereby consents to and approves the above and foregoing contract.

The Scherzer Rolling Lift Bridge Co.,
By ALBERT H. SCHERZER,
President.

Attest:

[Seal] C. L. KELLER,
Assistant Secretary."

REPORT IN REFERENCE TO EXECUTION OF LEASES WITH JOSEPH BUMBERG AND LEO GOTZ.

The Clerk presented a report transmitting the leases of the Sanitary District with Joseph Bumberg and Leo Gotz, and setting forth that said leases have been duly executed by said parties and also by the President and Clerk, as authorized by the Board at the meetings held April 11 and May 16, 1900, (pages 6407 and 6555 of the Proceedings) and a duplicate copy of same delivered to said parties, and also setting forth the receipt of one year's rent in advance on account of said leases, and recommending that the conditions of said leases be printed in the Proceedings and that said leases be placed on file with the Clerk.

By unanimous consent the report was ordered received and, with accompanying leases, printed and placed on file.

The following is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease of the Sanitary District of Chicago with Joseph Bumberg for the term of one year ending March 31, 1901, and with Leo Gotz for the term of one year ending February 28, 1901, the same having been duly executed by said parties, and also by your President and Clerk as authorized by the Board of Trustees at the meetings held April 11 and May 16, 1900 (pages 6407 and 6555 of the Proceedings), a duplicate copy of same delivered to said parties, respectively, and the sum of thirty-five dollars having been received from each of said parties and turned over to the Treasurer of the District, being for one year's rent in advance for the periods of said leases ending, respectively, as above stated; and I therefore reccommend that the special conditions of said leases as to names of parties thereto, date, duration, territory embraced and other material conditions and reservations be printed in the Proceedings of the Board, and that said leases be placed on file with the Clerk.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

The following are

THE TERMS OF LEASE NO. 6.

"*This Indenture*, Made this first (1st) day of April, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Joseph Bumberg, of Willow Springs, in Cook County, Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: A tract of land containing ten (10) acres and situate in the west half of Section five (5), Township thirty-seven (37) North, Range twelve (12) East of the Third (3rd) Principal Meridian, between the westerly reserve line of the Illinois and Michigan Canal and a line parallel to and two hundred (200) feet distant from the southerly line of the Main Drainage Channel of the Sanitary District of Chicago, the above described tract of land lying also within the limits of Contract Section one (1) of the Sanitary District of Chicago, in Cook County, and State of Illinois, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of April, in the year of our Lord one thousand nine hundred, for and during and until March thirty-one (31), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again re-possess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second

part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part, and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of thirty-five (35) dollars per annum, payable in advance.

(*The remaining terms of Lease No. 6 are identical with those of Lease No. 4 as printed in the Proceedings, p. 6430.*)

The following are

THE TERMS OF LEASE NO. 7.

This Indenture, Made this sixteenth (16th) day of May in the year of our Lord, one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Leo Getz, of Riverside, Cook County, Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: That part of the northeast quarter of Section twelve (12), Township thirty-eight (38) North, Range twelve (12) East of the Third (3rd) Principal Meridian, lying north and east of the Desplaines River, and south of the southerly line of the right of way of the Chicago, Santa Fe and California Railway Company, containing ten (10) acres, more or less, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, executors, administrators and assigns, from the first day of March in the year of our Lord, one thousand nine hundred, for and during and until February twenty-eighth (28th), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again repossess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of thirty-five (35) dollars per annum, payable in advance.

(*The remaining terms of Lease No. 7 are identical with those of Lease No. 4, as printed in the Proceedings, p. 6430.*)

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of April, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT.

"CHICAGO, May 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to trans-

mit herewith the report of the Law Department for the month of April, 1900.

The following are the expenses and disbursements:

SALARIES.

Attorneys	$2,733 36	
Office force	870 00	
		$ 3,603 36

GENERAL EXPENSES.

Court costs	$ 6 10	
Right of way (salaries)	250 00	
Expense Account	188 49	
Legal services (salaries)	833 34	
Legal services	250 00	
Books, printing, etc	222 33	
		$ 1,750 26

LAND ACCOUNT.

Right of way (Chicago River)	$15,737 00
Total	$21,090 62

The following suits have been begun during the month:

Sanitary District of Chicago vs. Thomas M. Hoyne et al., General No. 205,788, in the Circuit Court of Cook County. This is a condemnation suit to acquire certain property adjacent to the Chicago River.

In the case of the Sanitary District of Chicago, appellant, vs. Henry J. Burke, appellee, in the Appellate Court for the First Illinois District, the Appellate Court reversed the decision of the Circuit Court and held that the District is not liable for the overtime of inspectors in excess of eight hours a day.

The case of John J. McCaughey vs. The Sanitary District of Chicago et al., General No. 179,197, in the Superior Court of Cook County, was reached for trial before Judge Stough and favorably disposed of as to the District.

In the consolidated cases of the Canal Commissioners vs. The Sanitary District of Chicago, and the People of the State of Illinois, ex rel., vs. The Sanitary District of Chicago, the Supreme Court rendered an opinion based on the petition for rehearing filed by the District, overruling that part of its former decision holding that the District had no power to remove the dams under any circumstances, and holding that when the conditions justified it the District did have the power to remove them.

In the case of the City of St. Louis vs. The Sanitary District of Chicago, in the Circuit Court of the United States, the complainant has filed a motion for a temporary injunction, which has not been called up for argument and disposition. An answer has been prepared and filed on behalf of the District.

In the case of the State of Missouri vs. the State of Illinois et al., the Supreme Court of the United States granted leave to the defendants to file demurrers and briefs in support thereof; also giving the State of Missouri twenty days in which to file reply briefs.

Opinions have been rendered on the following propositions:

Respecting the number of cubic feet of water per minute required to be maintained through the Main Channel;

As to whether or not the City of Chicago can delegate its police power over the Chicago River to the Sanitary District.

Negotiations have been conducted, abstracts examined, and deeds prepared in reference to the purchase of several tracts of land adjacent to the Chicago River.

And, in addition to the above, the time of the Department has been occupied in an investigation and report on the claim of Heggie Brothers for damages caused by blasting on Section 18; and in the preparation of deeds and leases and in the general routine work.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,

Attorney."

REPORT ON LEGAL QUESTIONS CONCERNING REMOVAL OF CENTER PIER BRIDGES IN CHICAGO RIVER.

The Clerk presented, and read, a report from the Attorney, being his legal opinion as to certain legal questions concerning the removal of center pier bridges in the Chicago River, which, by unanimous consent, was ordered received, printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Inasmuch as your Honorable Body has under consideration the question of the removal of center pier bridges in the Chicago River, I beg leave to call your attention to the eighteenth Section of an Act of Congress of March 3, 1899, entitled, "An

Act making appropriations for the construction, repair and preservation of certain public works on public rivers and harbors and for other purposes" (Fifty-fifth Congress, third session, Chap. 425, 1899, page 1,153 United States Statutes at Large, volume 2). Said Section 18 is as follows:

"Sec. 18. That whenever the Secretary of War shall have good reason to believe that any railroad or other bridge now constructed, or which hereafter may be constructed, over any of the navigable waterways of the United States is an unreasonable obstruction to the free navigation of such waters on account of insufficient height, width of span or otherwise, or where there is difficulty in passing the draw opening or the draw span of such bridge by rafts, steamboats or other water craft, it shall be the duty of the said Secretary, first giving the parties reasonable opportunity to be heard, to give notice to the persons or corporations owning or controlling such bridge so as to alter the same as to render navigation through or under it absolutely free, easy and unobstructed; and in giving such notice he shall specify the changes recommended by the Chief of Engineers that are required to be made and shall prescribe in each case a reasonable time in which to make them. If at the end of such time the alteration has not been made the Secretary of War shall forthwith notify the United States District Attorney for the district in which such bridge is situated to the end that the criminal proceedings hereinafter mentioned may be taken. If the persons, corporation or association owning or controlling any railroad or other bridge shall, after receiving notice to that effect, as hereinbefore required, from the Secretary of War, and within the time prescribed by him, wilfully fail or refuse to remove the same or to comply with the lawful order of the Secretary of War in the premises, such persons, corporation or association shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine not exceeding five thousand dollars, and every month such persons, corporation or association shall remain in default in respect to the removal or alteration of such bridge shall be deemed a new offense and subject the persons, corporation or association so offending to the penalties above described. Provided, that in any case arising under the provisions of this section an appeal or writ of error may be taken from the district courts or from the existing circuits direct to the Supreme Court either by the United States or by the defendants."

Your attention is also respectfully called to Sections 9 and 10 of said Act of Congress. Said sections are as follows:

"Sec. 9. That it shall not be lawful to construct or commence the construction of any bridge, dam, dike or causeway over or in any port, roadstead, haven, harbor, canal, navigable river or other navigable water of the United States until the consent of Congress to the building of such structures shall have been obtained and until the plans for the same shall have been submitted to and approved by the Chief of Engineers and by the Secretary of War. Provided, that such structures may be built under authority of the Legislature of a State across rivers and other waterways the navigable portions of which lie wholly within the limits of a single State, provided the location and plans thereof are submitted to and approved by the Chief of Engineers and by the Secretary of War before construction is commenced; and provided further, that when plans for any bridge or other structure have been approved by the Chief of Engineers and the Secretary of War it shall not be lawful to deviate from such plans either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Chief of Engineers and of the Secretary of War."

"Sec. 10. That the creation of any obstruction not affirmatively authorized by Congress to the navigable capacity of any of the waters of the United States is hereby prohibited; and it shall not be lawful to build or commence the building of any wharf, pier, dolphin, boom, wier, breakwater, bulkhead, jetty or other structures in any port, roadstead, haven, harbor, canal, navigable river or other water of the United States outside established harbor lines, or where no harbor lines have been established, except on plans recommended by the Chief of Engineers and authorized by the Secretary of War; and it shall not be lawful to excavate or fill or in any manner to alter or modify the course, location, condition or capacity of any port, roadstead, haven, harbor, lake, canal, harbor of refuge or inclosure within the limits of any breakwater or of the channel of any navigable river of the United States unless the work has been recommended by the Chief of Engineers and authorized by the Secretary of War prior to beginning the same."

Section 12 provides the penalty for

violating Sections 9 and 10 and is as follows:

"Sec. 12. That every person and every corporation that shall violate any of the provisions of Sections 9, 10 and 11 of this Act, or any rule or regulation made by the Secretary of War in pursuance of the provisions of the said Section 14, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine not exceeding twenty-five hundred dollars nor less than five hundred dollars, or by imprisonment (in the case of a natural person) not exceeding one year, or by both such punishments, in the discretion of the court. And further, the removal of any structures or parts of structures erected in violation of the provisions of the said sections may be enforced by the injunction of any circuit court exercising jurisdiction in any district in which such structures may exist, and proper proceedings to this end shall be instituted under the direction of the Attorney General of the United States."

I beg leave to submit that the foregoing sections of said Act of Congress are in force and are constitutional and that the same supersede any and all laws of the State of Illinois in conflict with this law of Congress; because, as is well known to your Honorable Committee, the Chicago River is and has been for some years past known as one of the navigable waterways of the United States.

I am of the opinion, therefore, that it is within the power of the Secretary of War to direct the removal or modification of all bridges across the Chicago River which are an unreasonable obstruction to the free navigation of said river for any of the reasons designated in said Section 18.

I am also of the opinion that it is the duty of the Sanitary District, before it commences the erection or construction of any bridge or bridges across the Chicago River, to submit plans of such bridge or bridges to the proper Federal authorities. as required by said Section 9, and obtain their approval as a condition precedent to the beginning of the work.

I therefore suggest for the consideration of your Honorable Committee the propriety of having complete plans of the proposed new bridges, as the occasion or occasions may arise, submitted to the Chief of Engineers for his recommendation and to the Secretary of War for his approval; and also that application be made by the Sanitary District to the Secretary of War to order such changes and modifications in the offending bridges, if any, to the end that the objectionable features of the same may be removed or such bridges entirely rebuilt so as not to unreasonably obstruct the free navigation of said river.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of April, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of April, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $116,328.01, divided as follows: Main Channel, $54,206.43; bridges, $38,828.89; I. & M. Canal lock at Bridgeport, $23,292.69.

The engineering expenses for the month were $11,657.58, divided as follows: Salaries, $9,896.06; supplies, etc., $1,761.52. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River Improvement—The By-Pass was opened on the 7th and work was begun tearing out the old coffer dams to allow the full flow of water. The work of rebuilding the Union Line freight house of the Pennsylvania Railroad Company was commenced on the 1st and continued throughout the month. The entrance to the Metropolitan West Side Elevated Railroad Company's Water Tunnel was completed. Some work was also done removing piles and obstructions to the passage of boats at Taylor Street, which necessitated the use of divers and tug crews.

The contractors for the dredging of the South Fork made a good rate of progress, removing 16,000 cubic yards of hard and 5,300 cubic yards of soft ma-

terial. At the end of the month this work was completed almost up to the Thirty-fifth Street bridge.

The work on the C. T. T. R. R. Co.'s bridge across the Chicago River consisted in the driving of piles for the abutments and the driving of piles, sheet piling and bracing for the coffer dam.

Illinois and Michigan Canal Improvement—Work on the lock at Bridgeport was continued during the entire month and was ready to be put in operation May 1st. Three shifts were worked most of the time. The car plant was rearranged after the completion of the excavation and was used to transport rock for filling the new cribs.

Three derricks were kept in operation handling timber and rock for filling the cribs. The Western Stone Company delivered 3,300 cubic yards of stone during the month, to be used in filling the cribs. The stone was brought by boat from Section 5 and unloaded near the lock.

Dredging in the I. & M. Canal, between the lock and the junction with the Chicago River, was begun on the 11th and finished on the 27th. On the 18th the Ashland Avenue bridge over the I. & M. Canal was moved away on scows to permit the passage of the dredge and kept away until the end of the month. During this time piles were driven in front of the south abutment to prevent movement of same.

Section "O"—A small force was employed several days during the month in repairing the trestles at the Pan Handle crossing and in fixing booms, etc. Lamps were placed on each side of the different trestles for the guidance of navigators at night.

The Union Switch and Signal Company had a small force employed during the entire month interlocking the new C. T. T. R. R. Co.'s trestle. The first train ran over this testle on the 26th. Some work was done by divers and tug crews removing piles and obstructions to the passage of boats at these trestles.

Section "K"—The contractors for the substructure for the Belt Railway Company's bridge had a force of 25 or 30 men employed during the month excavating for the north abutment. The south abutment was completed about the 4th and back-filled before the end of the month. The contractors for the superstructure had a small force of men employed during the month unloading steel and preparing to erect false work.

A boom was built during the month to protect the Belt Railway Company's temporary trestle, and lamps were put out on each side at night for the same purpose.

Section 1—Ten reels of wire cable, containing 52,800 feet, were unloaded in the police station at Willow Springs until such time as needed for the work of stringing life lines along the Main Channel.

Section 8—Eight reels of wire cable containing 42,240 feet, were unloaded and stored in a shed back of the police station until needed as a life saving apparatus.

Section 12—A platform and snubbing posts for loading passengers and securing boats were constructed at Romeo north of the highway bridge over the Main Channel.

Ten reels of wire cable were unloaded and stored in the cement warehouse at Romeo for use in construction of life lines.

Section 15—The regular force at the Bear Trap Dam was engaged during the month in painting the railing along the south end of the windage basin, in building tool house and closet and in making a platform for boat landing, etc., etc. A flag staff was erected on the south wall in line with the center line of the Main Channel, and also one at the south end of the sluice gates. A small auxiliary force was engaged for a few days in leveling and backfilling along the south wall of the windage basin.

Section 16—A road along the levee from the Lockport Road Bridge to the Controlling Works was laid out and grading and leveling of same was done. This work was finished on the 28th.

Section 17—Miscellaneous work done on this section was as follows: Moving piston pump to Tail Race, operating pump at Tail Race, building coffer dam at Tail Race and removing crib from mouth of Channel.

Section 18—Work was carried on in the Tail Race from the 1st to the 11th, at which time this work was completed. The material taken from Tail Race was placed in the levee embankment south of the Rock Island Bridge. The State dredge worked on the coffer dam in the I. & M. Canal south of Jackson Street from the 1st to the 28th, when this work was completed.

Work on the Cass Street Bridge superstructure was carried on throughout the month.

Concreting around the Jackson Street Bridge piers and abutments was carried on from the 20th to the end of the month.

Work was continued during the entire month on the superstructure of the Jefferson Street Bridge. The north half of the bridge was opened to traffic on the 23d and the temporary bridge abandoned. The east and west abutments of this bridge were completed during the month.

The erection of the superstructure for the C., R. I. & P. Ry. Co.'s Bridge was begun on the 19th and continued throughout the balance of the month.

Division of Drafting and Designing.

The regular platting was continued on the contour maps between Lockport and Willow Springs and the Atlas of the Right of Way.

The following drawings, etc., were made: Four sets of copies of plans for widening the Chicago River; plan and profile of location of proposed new bridge at Canal Street; diagram of Chicago River showing widths, etc., and plans and descriptions of property to be acquired between Eighteenth Street and the Fort Wayne Bridge for the purpose of widening the Chicago River.

Division of Records.

The work of this division for April has been carried on in the usual manner.

I estimate the expenses of this Department for the month of May will be $175,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During April, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River	25,100	.....	1,200
Section 17	.....	* 73.4	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	.....	1,620
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	276	.....
Totals	25,100	349.4	2,820

* Fifty-three cubic yards=Retaining wall.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Done During April, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$42,848 98	.....	.....	$ 42,848 98
Section O	.....	$ 4,815 09	.....	4,815 09
Section K	.....	26 10	.....	26 10
Section E	.....	168 45	.....	168 45
Section 12	—297 68	.....	.....	—297 68
Section 17	8,720 69	.....	.....	8,720 69
Section 18	1.078 63	406 97	.....	1.485 60
Disposal Works	1,855 81	.....	.....	1,855 81
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	5,575 59	.....	5.575 59
Canal Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Kedzie Avenue Bridge, Main Channel, Sec. N	.....	192 80	.....	192 80
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Sec. N	.....	187 50	.....	187 50
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	3,135 97	.....	3,135 97
C. T. T. R. R. Co.'s Bridge, Main Channel, Sec. E	.....	232 94	.....	232 94
C. T. T. R. R. Co.'s Bridge, Desplaines River, Sec. E	.....	3,155 18	.....	3,155 18
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, and Stephens Street Subway, Sec. 8	.....	528 19	.....	528 19
Romeo Road Bridge, Main Channel, Sec. 12	.....	67 04	.....	67 04
Towpath Bridge, Sec. 17	.....	1,431 87	.....	1,431 87
Cass Street Bridge, Sec. 18	.....	5,485 60	.....	5,485 60
Jefferson Street Bridge, Sec. 18	.....	1,419 60	.....	1,419 60
Illinois and Michigan Canal Lock at Bridgeport	.....	.....	$23,292 69	23,292 69
Totals	$ 54,206 43	$38,828 89	$23,292 69	$ 116,328 01

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF APRIL, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 142 75	$ 9 77	$ 152 52	.....
Chicago River Improvement	1,957 82	242 24	2,200 06	$ 40,516 16
Right of Way	147 92	15 89	163 81	.....
Flow Measurements	490 00	185 36	675 36	.....
Disposal Works and Joliet Project	2,575 00	151 82	2,726 82	11,168 60
Reg. Construction—Main Channel and River Diversion	849 72	93 30	943 02	—297 68
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	67 04
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation and Step. St. Subway, Section 8.	.....	.....	.....	528 19
C. T. T. R. R. Co.'s Permanent Bridge, Main Channel, Section E	.....	.....	.....	232 94
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Section E	.....	.....	.....	168 45
C. T. T. R. R. Co.'s Permanent Bridge, Desplaines River, Section E	.....	.....	.....	3,155 18
Belt Ry. Co. of Chicago's Temporary Bridge, Main Channel, Section K	140 00	3 50	143 50	26 10
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Section K	260 00	17 15	277 15	2,756 47
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel, Section N	.....	.....	.....	187 50
Kedzie Avenue Permanent Bridge, Main Channel, Section N	.....	.....	.....	192 80
Panhandle Temporary Bridges, Main Channel, Section O	230 00	12 60	242 60	4,815 09
Panhandle Permanent Bridge, Main Channel, Section O	110 00	507 53	617 53	12,000 00
Canal Street Bridge, Chicago River	73 71	.....	73 71	.....
Taylor Street Bridge, Chicago River	121 50	2 40	123 90	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	454 75	2 75	457 50	5,144 73
Van Buren Street Approach Span, Chicago River	215 00	.....	215 00	....
Bear Trap Dam Permanent Bridge, Section 15	39 14	.....	39 14	.....
Towpath Permanent Bridge, Section 17	10 00	.....	10 00	1,431 87
Jefferson Street Temporary Bridge, Section 18	.....	.....	.....	30 00
Jefferson Street Permanent Bridge, Section 18	245 00	.....	245 00	1,419 60
Cass Street Permanent Bridge, Section 18	190 00	292 40	482 40	5,485 60
C, R. I. & P. Ry. Co.'s Temporary Bridge, Section 18	.....	.....	.....	376 97
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18	115 00	.....	115 00	.....
Moving and Repairing Bridges Not Constructed by Sanitary District	.....	.....	.....	20 00
Mortar, Sand and Cement Tests	188 75	1 20	189 95	.....
Photographs of Works	150 00	146 20	296 20	.....
Relief Map for Paris Exposition	....	1 18	1 18	.....
Improvement of I. & M. Canal between Bridgeport and Lockport	1,025 00	62 23	1,087 23	23,292 69
Thirty-ninth Street Tunnel	165 00	14 00	179 00	.....
Totals	$ 9,896 06	$1,761 52	$11,657 58	$112,718 30

REPORT IN REFERENCE TO RELEASE OF BOND OF RICKER, LEE & CO. ON CONTRACT FOR SECTION F.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, a communication from F. F. Norcross, attorney of the American Surety Company of New York, and report from the attorney to the Committee in reference to the same; the communication requesting that the Board take action as to the release of the bond of Ricker, Lee & Co., former contractors on Section F; the Committee report recommending that the sureties on said bond be released from further liability thereon.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that a communication addressed to the Honorable, the Chairman of the Committee on Finance, has been received from the American Surety Company of New York, requesting that the bond heretofore given by Ricker, Lee & Co., former contractors on Section F, be released.

The Committee advises that the litigation between the District and said contractors has been adjudicated and that, inasmuch as the work upon said section has long been completed, the request of said company for the release of said bond should be granted.

The Committee, therefore, recommends that the surety on said bond be released from further liability thereon.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.

FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

(Two enclosures.)

REPORT IN REFERENCE TO REDUCTION OR RELEASE OF BONDS ON CONTRACTS FOR SUBSTRUCTURE OF C. T. T. R. R. BRIDGE ACROSS THE DESPLAINES RIVER, FOR SUBSTRUCTURE OF ROMEO HIGHWAY BRIDGE ACROSS MAIN CHANNEL. FOR WORK ON SECTION F AND FOR WORK ON SECTION 16.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, communications from the City Trust Safe Deposit and Surety Company of Philadelphia and report of the attorney to the Committee in reference thereto, as to the release of certain bonds mentioned in said communications; the report recommending that the surety on the bond of Messrs. Gahan & Byrne on the contract for work on Section F, and of Messrs. Heldmaier & Neu on the contracts for the construction of the C. T. T. R. R. Co.'s Bridge across Desplaines River, and for the substructure of the Romeo Highway Bridge across Main Channel be released, and that a new bond in the sum of $2,500 be taken in lieu of the old bond of $25,000 of Messrs. Hayes Bros. on the contract for Section 16, when said new bond shall be presented to the Finance Committee with a surety company acceptable to said Committee and approved by the Board of Trustees.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance herewith presents a communication from the Attorney of the District touching requests of the City Trust Safe Deposit and Surety Company of Philadelphia for the release of certain bonds mentioned in said communication. Requests are made on behalf of Messrs. Heldmaier & Neu, contractors for the substructure of the Chicago Terminal Transfer Railway Company's Bridge and

for the substructure of the Romeo Highway Bridge. The bond taken by the District in each of these cases, upon said contracts, is for the sum of $5,000.00. Also on behalf of Messrs. Gahan & Byrne, contractors on Section "F," in the sum of $25,000.00; and also for the release of the bond of Messrs. Hayes Brothers, on Section "16," in the sum of $25,000.00.

It appears from the communication that no claims have been filed as to any of said contractors in which the District is in any wise iuterested. That final certificates have in each case been awarded to the contractors—the one to Messrs. Hayes Brothers having been awarded on April 11, 1900. Inasmuch as it is customary to hold for a reasonable time a bond of sufficient penalty to indemnify the District against possible claims for damages against a contractor whose work has just been completed, the Committee recommends as follows:

That the surety on the bond of Messrs. Gahan & Byrne be released.

That the surety on the bond given by Messrs. Heldmaier & Neu on each of the contracts above mentioned, in the sum of $5,000.00, be released.

That the bond given by Messrs. Hayes Brothers, in the sum of $25,000.00, on Section "16," be reduced to the sum of $2,500.00, and that a new bond for that amount be taken in lieu of the old bond when the same shall be presented to the Finance Committee with a surety company thereon acceptable to said Committee and approved by the Board of Trustees.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.

B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

(Seven enclosures.)

APPROVAL OF BOND ON CONTRACT FOR RIGHT TO CONSTRUCT SIX MOVABLE HIGHWAY BRIDGES ACROSS CHICAGO RIVER UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT BRIDGE COMPANY.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance transmitting the joint bond of the Scherzer Rolling Lift Bridge Company and F. M. Montgomery & Co., given for the faithful performance of the contract for the right to construct six movable highway bridges across the Chicago River under the patent rights of the Scherzer Rolling Lift Bridge Co., the report recommending that the said bond be approved by Board and placed on file.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The folloniwg is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that The Scherzer Rolling Lift Bridge Company and Frank M. Montgomery & Company have executed a bond with the City Trust Safe Deposit and Surety Company of Philadelphia as surety thereon, in the sum of $125,000.00, in favor of the District. This bond is furnished with a contract entered into between the Sanitary District of Chicago and the said Frank M. Montgomery & Company, bearing date the 23d day of May, 1900, granting the right to the District to construct six (6) movable highway bridges across the Chicago River under the patent rights and patents, designs, plans and specifications of The Scherzer Rolling Lift Bridge Company.

The Committee has examined said bond and finds that the same is in good form and properly executed, and that the surety thereon is sufficient.

The Committee, therefore, recommends that the same be approved by the Board of Trustees, and the original copy thereof be placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.

FRANK WENTER,
B. A. ECKHART,
ALEX. J. JONES,
Committee on Finance."

(Two enclosures.)

REPORT IN REFERENCE TO COMMUNICATION FROM MUNICIPAL ART LEAGUE AS TO ARTISTIC DESIGN FOR BRIDGE AT CANAL STREET.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, a communication from the Municipal Art League, making certain suggestions and recommendations as to artistic designs for the bridge at Canal Street across the Chicago River, the report recommending that such suggestions and recommendations be adopted and approved and that the thanks of the Board be extended to the Municipal Art League.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, MAY 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports a communication from the Municipal Art League of Chicago, addressed to the Honorable President of the Board of Trustees of the Sanitary District of Chicago, submitting a result of its conference with the engineers for preparing the drawings for the rolling lift bridge at Canal Street. The communication makes certain suggestions and recommendations as to the artistic designs to be made on said bridge.

Inasmuch as the matter of artistic designs has been left to the discretion of the Municipal Art League of Chicago in connection with the work upon said Canal Street bridge, the Committee recommends that such suggestions and recommendations as are contained in the communication above mentioned be adopted and approved by the Board of Trustees of the Sanitary District, and that the thanks of this Board be extended to the Municipal Art League.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
WM. BOLDENWECK,
FRANK WENTER,
A. J. JONES,
Committee on Engineering."

The following is

THE COMMUNICATION:

"CHICAGO, May 21, 1900.

Hon. Wm. Boldenweck, President, Sanitary District of Chicago:

DEAR SIR—The undersigned, a committee of the architects of the Municipal Art League of Chicago, beg to submit herewith the result of their conference with the engineers who are preparing the drawings for the Rolling Lift Bridge at Canal Street. This consists of two outline tracings, one showing the profile of the bridge as we found your engineers designing it, and the other a tracing showing our suggestion of a slight modification and additions. We do not think it desirable to do anything more to a bridge located in that part of the city than to make the lines of the cantilever trusses which form the leaves of the bridge more agreeable to the eye, to ornament the ends of the weight boxes which protrude disagreeably from the ends of the leaves, and to cover the machinery below the footpath of the abutments with perforated ornamental screens. There are a few minor suggestions, such as the shape of the gusset plates and the style of hand railing to be considered. We have also shown an arrangement of trolley wire supports which may or may not be required on the bridge. It is to show an improvement of the arrangement on the North Halsted Street Bridge. We have also shown lamp posts on the retaining walls at the extreme ends.

The change in constructive lines of the bridge itself has been approved by your designers, who have furnished us the tracings on which the modifications are shown. We do not believe that it will add any expense to what was originally contemplated. The only ornamentation suggested is in the cover to the counter weights at the ends. This, as well as the screens to cover the machinery, we propose to make of cast iron on this bridge, and it will not be elaborate or expensive. All ornament thus added takes the place of an equal amount of counterweights.

If these suggestions are approved the tracings can be handed over immediately to your designing engineers, and as soon as needed we will supply the detail drawings for this work and the exterior treatment of operating house.

Respectfully submitted,

(Signed) PETER B. WRIGHT,
MARTIN ROCHE,
Committee."

REPORT TRANSMITTING FORM OF AGREEMENT FOR RIGHT TO CONSTRUCT SIX MOVABLE HIGHWAY BRIDGES ACROSS CHICAGO RIVER, UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT BRIDGE COMPANY.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting form of agreement, in duplicate, between the Sanitary District of Chicago and F. M. Montgomery & Co. for the right to construct six movable highway bridges across the Chicago River, under the patents of the Scherzer Rolling Lift Bridge Company, the report setting forth that the District agrees to purchase for the sum of $108,000 the right to use certain designs and construct six bridges under same, and recommending that the plans and specifications shall provide for a clear opening of 140 feet in the center and for an ultimate channel of 200 feet and a depth of 30 feet; and also recommending that the President and Clerk be authorized and directed to execute such contract on behalf of the District and, upon the approval of the same, and approval of bond accompanying same by the Committee on Finance, to draw a warrant in the sum of $72,000, to be applied in part payment of the consideration in said contract, the remainder to be paid as the work progresses on the voucher of the Engineer of Bridges and Bridge Construction.

In the same connection a communication was presented from Messrs. F. M. Montgomery & Co., setting forth that,in compliance with request, they will conform to the suggestions of the Municipal Art League of the City of Chicago with reference to the ornamentation of the proposed bridges without extra charge.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in, and that said communication be received, printed and placed on file.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a form of agreement between the Sanitary District of Chicago and Frank M. Montgomery and Uri W. Weston, co-partners doing business as Frank M. Montgomery & Co. The contract, as herewith submitted, has been duly signed by the firm above mentioned and the legally expressed approval of The Scherzer Rolling Lift Bridge Company thereto has been regularly subscribed.

The Sanitary District desires to secure bids for the construction of movable highway bridges across the Chicago River at the following named points: Eighteenth Street, Main Street, Randolph Street, State Street, and two other points to be later selected, without center piers and in place of the bridges crossing the points above designated. The firm of Frank M. Montgomery & Co. has the exclusive right to construct bridges of The Scherzer Rolling Lift Bridge design and under the patents belonging to The Scherzer Rolling Lift Bridge Company in Cook County, Illinois. Under and by the terms of the contract, which is herewith submitted, the District agrees to purchase, for the sum of one hundred and eight thousand dollars ($108,000.00), the right to use said design and to construct six (6) bridges under the design and patents of The Scherzer Rolling Lift Bridge Company.

The said firm of Frank M. Montgomery & Co. agrees by the said contract to prepare and deliver, within the times specified in said contract, the designs and general plans for said bridges and to supervise the construction and erection thereof without further compensation than said sum of one hundred and eight thousand dollars ($108,000.00.) Under and by virtue of the terms of the agreement herewith submitted, the District secures the right to build all of said bridges under the designs and patents of The Scherzer Rolling Lift Bridge Company.

Your Committee recommends that the plans and specifications of the bridges to be constructed, as aforesaid, shall be prepared so that the bridges when completed shall, wherever practicable, have a clear opening of one hundred and forty (140) feet in the center, and shall be otherwise so constructed as to provide for an ultimate channel of two hundred (200) feet in width and a depth thereof of thirty (30) feet.

Your Committee further recommends to your Honorable Body that the President and Clerk of the Sanitary District

be authorized to execute said contract on behalf of the Sanitary District; and that they be further authorized and directed to draw a warrant upon the approval of said contract by your Honorable Body, and the approval of the bond accompanying said contract by the Committee on Finance, in the sum of seventy-two thousand (72,000) dollars, to be applied in part payment of the consideration expressed in said contract, to said Frank M. Montgomery & Co., and that the remainder of said one hundred and eight thousand (108,000.00) dollars, namely, thirty-six thousand (36,000.00) dollars, be paid as the work progresses, upon the voucher of the Engineer of Bridges and Bridge Construction.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
Z. R. CARTER,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(Accompanied by agreement in duplicate.)

The following is

THE COMMUNICATION:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In compliance with your request we beg leave to say that we shall conform to the suggestions of the Municipal Art League of Chicago with reference to the ornamentation of the bridges proposed to be constructed across the Chicago River by the Sanitary District of Chicago, embraced within our contract with the Sanitary District of Chicago of even date herewith, without any further charge or expense to the Sanitary District than the sum mentioned in our contract.

Respectfully,

(Signed) FRANK M. MONTGOMERY & CO.'

REPORT TRANSMITTING FORM OF AGREEMENT WITH A., T. & S. F. RY. CO. FOR CONSTRUCTION OF CERTAIN EMBANKMENT AND TEMPORARY TRACKS., ETC.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting form of proposed agreement with the A., T. & S. F. Ry. Co. for the construction of a certain embankment and temporary tracks, etc., the report recommending that the President and Clerk of the District be authorized and directed to execute said agreement at the earliest practicable moment.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result, the President delared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 22, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports an agreement between the Sanitary District and the Atchison, Topeka and Santa Fe Railway Company. The agreement obtains permission from said railway company for the District to construct an embankment and two tracks and crossings therefor on that portion of its right of way shown on the exhibit attached to said agreement. That said embankment and tracks and crossings are to be constructed at the expense of the District That before the expiration of one year from the date of said contract the District will remove the tracks and crossings and restore the Pan Handle traffic to its present tracks as it is now carried on on Campbell Avenue, and will remove said temporary embankment from the right of way of the Atchison Company. That the District will idemnify and save harmless said Atchison Company from all costs, charges, expenses, damages and injuries by reason of the exercise of the permission or rights given by said Atchison Company to the District in said agreement. That the form of agreement herewith submitted are in duplicate, and that the Committee recommends that the President and Clerk of the District be authorized and directed, on behalf of the District, to exe-

cute the same at the earliest practicable moment.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
FRANK WENTER,
A. J. JONES,
Committee on Engineering."

(Accompanied by form of agreement in duplicate and one enclosure.)

REPORT IN REFERENCE TO ABANDONMENT OF PUMPING WORKS AT ROBEY STREET AND CONSTRUCTION OF PROPELLING WHEEL AND SLUICEWAY.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering setting forth the advisability of abandoning the use of the pumping works at Robey Street and the Chicago River, heretofore used for the purpose of feeding the I. & M. Canal, and constructing in lieu thereof a propelling wheel and sluiceway, the report recommending that the above suggestions be carried out as early as possible and that the Chief Engineer be authorized and directed to begin the construction of said pumping plant at once and to employ Ossian Guthrie as superintendent in the construction of the wheel to be used, and that he report progress from time to time to the Committee.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 16, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that the Committee has deemed it advisable to abandon the use of the pumping works at Robey Street and the Chicago River, heretofore used by the Sanitary District for the purpose of feeding the Illinois and Michigan Canal, and, in the interest of economy, to construct a pumping works to be operated by and under the control of the District at the site hereinafter designated. It has been deemed feasible by the Committee that a plant be constructed upon the lines suggested by the Chief Engineer of the District, that is to say, that a propelling wheel of sufficient dimensions be constructed on account of the District at the southeast corner of the Robey Street slip and that a sluiceway be built therefrom into the Illinois and Michigan Canal. That the propelling wheel of said plant be constructed under the supervision of the Chief Engineer and Ossian Guthrie, whom the Chief Engineer is hereby directed to employ, at the expense of the District, in connection with the work of constructing said pumping plant. That said Ossian Guthrie be employed as Superintendent, subject to the orders of the Chief Engineer.

The Committee recommends that the above suggestions be carried out as early as possible. That the Chief Engineer be authorized and directed to enter at once upon the construction of said pumping plant, the work thereon to be done from day to day, and that he be authorized and directed to employ said Ossian Guthrie as Superintendent in the construction of the wheel to be used in said plant and that he report progress from time to time to the Committee.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
Z. R. CARTER,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

REPORT TRANSMITTING FORM OF LEASE OF DISTRICT LAND TO LOUIS LEONABD.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting form of proposed lease of District land with Louis Leonard, the report recommending that the President and Clerk be authorized and directed to execute the same when said Leonard shall, on his part, have executed the same and complied with the terms and conditions thereof, which may be necessary as conditions precedent to its execution.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Mallette, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Engineering herewith reports that one Louis Leonard, of Lyons, has applied for a lease of lands from the District, which are described as follows, to-wit:

That part of the southeast ¼ of the northeast ¼ of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of a line 200 feet distant from and parallel to (measured at right angles) the north bank of the Main Drainage Channel and south of the south bank of the old channel of the Desplaines River, situate in Contract Section "F," in the Township of Lyons, County of Cook, and State of Illinois, containing twenty (20) acres, more or less.

That the sum of rental to be paid is seventy (70.00) dollars per annum, payable in advance, for twenty acres; and recommends that said application be granted. The term of the lease is for one year from the 1st day of March, 1900, to and until the 28th day of February, 1901.

The Committee recommends that the President and Clerk of the District be authorized and directed to execute on behalf of the District said lease for the land as above described to said Louis Leonard when the said Louis Leonard shall on his part have executed the same and complied with the terms and conditions thereof which may be deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
FRANK WENTER,
B. A. ECKHART,
J. C. BRADEN,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Two enclosures and form of lease in duplicate.)

REPORT TRANSMITTING FORM OF LEASE OF DISTRICT LAND TO FRANK BORKOWSKI.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting form of proposed lease of District land with Frank Borkowski, the report recommending that the President and Clerk be directed to execute same when said Borkowski shall on his part have executed the same and complied with the terms and conditions thereof which may be necessary as conditions precedent to its execution.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, to which was referred at the meeting of the Board of Trustees held April 25, 1900, the communication of Frank Borkowski requesting a lease of lands, herewith reports as follows:

That the lands sought to be leased are described as: That part of the southeast ¼ of the northeast ¼ of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of a line 200 feet distant from and parallel to (measured at right angles) the north bank of the Main Drainage Channel and south of the south bank of the old channel of the Desplaines River, situate in Contract Section "F," in the Township of Lyons, County of Cook and State of Illinois, and contains twenty acres, more or less.

The Committee advises that the said real estate be leased to the said Borkowski for the period of one year from March 1st, 1900, at an annual rental of seventy dollars ($70), payable in advance.

The Committee, therefore, recommends

that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said lease to the said Frank Borkowski, as above set forth, for the land as above described, when the said Frank Borkowski shall, on his part, have executed the same and complied with the terms and conditions thereof which may be deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman,
J. P. MALLETTE,
JOS. C. BRADEN,
FRANK WENTER,
ALEX J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Two enclosures and form of lease in duplicate.)

REPORT TRANSMITTING RESOLUTION ACCEPTING RESOLUTIONS OF HIGHWAY COMMISSIONERS OF TOWN OF LEMONT,

Mr. Smyth, Chairman, presented, and the Clerk read, a report with reference to, and accompanied by, a resolution adopted by the Board of Highway Commissioners of the Town of Lemont and duly certified by the Clerk of said township, granting the consent of the said Commissioners to the Sanitary District of Chicago to cross Stevens Street in said township in the construction of the Main Drainage Channel; the report also being accompanied by a form of Sanitary District resolutions accepting the said resolution adopted by said Highway Commissioners, and recommending that the said Sanitary District resolution be adopted by the Board of Trustees.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports a resolution adopted by the Board of Highway Commissioners of the Town of Lemont and executed by said Commissioners, properly certified by the Clerk of the said township, granting the consent of the said Highway Commissioners to the Sanitary District of Chicago to cross said Stevens Street, in said Township, in the construction of the Main Drainage Channel of the Sanitary District. That the resolution as received and executed is in full compliance with the form of resolution heretofore recommended by the Board of Trustees at the meeting held January 19, 1900, (page 6252 of the Proceedings).

The Committee has caused to be prepared a resolution accompanying this report, accepting the resolution adopted by said Highway Commissioners of said Town of Lemont, and recommends that the same be adopted by the Board of Trustees.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
Z. R. CARTER,
J. C. BRADEN,
WM. BOLDENWECK,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(Three enclosures.)

The following is

THE RESOLUTION OF THE BOARD OF TRUSTEES OF THE SANITARY DISTRICT:

"WHEREAS, The Board of Highway Commissioners of the Town of Lemont adopted a resolution on the 18th day of May, 1900, conforming to the form of resolution recommended by the Board of Trustees of the Sanitary District of Chicago at its meeting held on the 19th day of Janu-

ary, 1900 (page 6252 of the Proceedings) granting the consent of the said Highway Commissioners of the Town of Lemont to the Sanitary District of Chicago to cross Stevens Street, in said Township, upon certain conditions more fully set forth in said resolution; and

WHEREAS, The said resolution is duly certified by the Town Clerk of the Town of Lemont and signed by a majority of said Highway Commissioners of said Township; therefore, be it

Resolved, That said resolution be and the same is hereby accepted by the Board of Trustees of the Sanitary District of Chicago, together with each and all of the conditions and provisions therein contained, which are as follows, to-wit:

'WHEREAS, The Sanitary District of Chicago, in the construction of its Main Drainage Channel, crosses a highway in the Town of Lemont commonly known as Stevens Street, and in so doing it becomes necessary to take extraordinary precaution for the safety and convenience of the public at this point; be it

Resolved, That the consent of the Highway Commissioners of the Town of Lemont be and the same is hereby given to the crossing aforesaid; provided, that in addition to properly bridging said Channel, it conform to the following requirements in constructing approaches thereto, viz:

1. That it extend from the village limits to the south end of the bridge across the Main Drainage Channel at an easy grade, the road bed of the kind and character as has already been laid on said street within the village limits of the Village of Lemont, viz.: of crushed stone, top dressed with gravel according to the best known methods of macadam.

2. That it also extend the foot path or sidewalk on the east side of the approach from the village limits to the bridge last aforesaid, and that it construct on the east side of the bridge now crossing the said Main Drainage Channel at this point a safe and suitable foot bridge, for pedestrians, of at least four (4) feet in width.

3. That it construct on either side of the approaches to said bridge from the said village limits to the stone piles now situated north of said Channel, at a distance from the center of said road to be fixed by said Commissioners, a safe and suitable fence or protection guard consisting of oak posts at least eight (8) inches in diameter firmly imbedded in the ground not more than ten (10) feet apart and projecting four (4) feet above the surface of the road grade, with three (3) iron rods of the same thickness as that in the fence built by the Sanitary District within the village limits, strung, properly connected, through the center of said posts horizontally, within a suitable space from each other; and when said fence reaches the abutments or wing walls on either side of said bridge, said fence or protection guard shall end in a suitable iron fence constructed on the coping now upon said abutment.

4. That it lay and construct a road bed at an easy grade and of a width of thirty-five (35) feet from the north end of the bridge across the Main Channel to the south end of the bridge across the river diversion.

5. That it slope of the piles of stones on either side of the north approach to the bridge across the Main Drainage Channel so as to avoid any and all danger to the public from passing and repassing the same.

6. That all of the said work shall be done in good workmanlike manner.' "

CLOSING OF OFFICES ON DECORATION DAY

Under the head of new business Mr. Braden presented and, seconded by Mr. Jones, moved the adoption of the following

ORDER:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Wednesday, May 30, 1900, the same being "Decoration Day," a legal holiday."

The motion prevailed unanimously and the President declared the order adopted.

RESOLUTION IN REFERENCE TO INSPECTION OF CANAL BY CONGRESSIONAL COMMITTEE.

Mr. Wenter presented and, seconded by Mr. Smyth, moved the adoption of the following

RESOLUTION:

"WHEREAS, Information has been received that the Committee on Rivers and Harbors of the Congress of the United States is contemplating an official inspec-

tion of the various harbors along Lake Michigan; therefore, be it

Resolved, That the President of this Board be authorized and directed to put himself in communicarion with the proper parties to learn as to what time their visit is due in Chicago and that he extend an invitation to said Committee in the name of this Board to inspect the Chicago Sanitary and Ship Canal, and that any arrangements necessary for such inspection be delegated to the Joint Committee on Federal Relations and Engineering."

On roll-call on the motion for the adoption of the resolution the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the resolution adopted.

PAYMENT OF RENTAL UNDER AGREEMENT WITH PENNSYLVANIA COMPANY FOR BY-PASS ALONG CHICAGO RIVER.

Mr. Carter presented and, seconded by Mr. Eckhart, moved the adoption of the following

ORDER:

"*Ordered*, That the President and Clerk of the District be and they are hereby authorized and directed to pay, upon the voucher of the Attorney of the District, to the Pennsylvania Company, operating the Pittsburgh, Fort Wayne and Chicago Railway, the sum of fifteen hundred (1,500.00) dollars, said sum being the semi-annual payment of rent due May 1, A. D. 1900, pursuant to an agreement heretofore made with the Sanitary District of Chicago (page 4573 of Proceedings), said payment to be charged to the Land Account of the District."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT TO SPECIAL TIME.

Mr. Jones, seconded by Mr. Wenter, moved that when this Board adjourns, it shall adjourn to meet Thursday, May 31, 1900, at 2 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Carter, the Board then adjourned.

Joseph E. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 31, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

NOTE—On Wednesday, May 30, 1900, no meeting was held, it being a legal holiday and the Board having previously adjourned to Thursday, May 31, 1900.

The adjourned session of the four hundred and eighty-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Thursday, May 31, 1900, at 2 o'clock P. M., pursuant to motion.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held May 16 and 23, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

PERMIT APPROVING PLANS FOR CANAL STREET BRIDGE.

The President presented, and the Clerk read, a message transmitting a permit from the Secretary of War approving the plans for the Canal Street bridge, which, by unanimous consent, was ordered received, printed and placed on file.

The following is

THE MESSAGE:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to transmit to your Honorable Body a permit

and approved plan for Canal Street Bridge received from the Secretary of War.

I would respectfully recommend that the same be placed on file with the Clerk.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

(One enclosure).

The following is

THE PERMIT OF THE SECRETARY OF WAR:

"WHEREAS, By Section 9 of an act of Congress, approved March 3, 1899, entitled "An act making appropriations for the construction, repair and preservation of certain public works on rivers and harbors, and for other purposes," it is provided that bridges, dams, dikes or causeways may be built under authority of the Legislature of a State across rivers and other waterways, the navigable portions of which lie wholly within the limits of a single State, provided the locations and plans thereof are submitted to and approved by the Chief of Engineers and by the Secretary of War before construction is commenced; and,

WHEREAS, The Sanitary District of Chicago, having authority of the Legislature of the State of Illinois to construct a bridge across South Branch of Chicago River, on the line of Canal Street, to replace an existing bridge at that point, Chicago, in said State, has submitted a map of the location and plans of the same, which have been approved by the Chief of Engineers.

Now, Therefore, This is to certify that the map of location and plans of said bridge, which are hereto attached, are hereby approved by the Secretary of War, subject to the following conditions:

That the engineer officer of the United States army in charge of the district within which the bridge is to be built, may supervise its construction, in order that said plans shall be complied with.

Witness my hand this eighteenth day of May, 1900.

(Signed) ELIHU ROOT,
[SEAL] *Secretary of War.*"

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, May, 1900)	$ 1,250 00	
Engineering Department (Division of Construction Roll, May, 1900)	5,790 17	
Engineering Department (Division of D. & D. Roll, May, 1900)	2,098 80	
Engineering Department (Division of Records Roll, May, 1900)	698 75	
Engineering Department (Discharge Roll, May, 1900)	88 83	
	$	9,926 55
Clerical Department (Clerk's Roll, May, 1900)		1,068 33
Treasury Department (Treasurer's Roll, May, 1900)		166 66
Law Department (Attorney's Roll, May, 1900)	$ 1,468 34	
Law Department (Joliet Roll, May, 1900)	458 34	
		1,926 68
General Account (General Roll, May, 1900)	$ 375 00	
General Account (Streams Examination Roll, May, 1900)	135 00	
General Account (Special Roll, May, 1900)	183 32	
General Account (Trustees' Roll, May, 1900)	2,333 33	
		3,026 65
Maintenance Account (Controlling Works Roll, May, 1900)		854 00
Police Department (Marshal's Roll, May, 1900)		2,612 70
Grand total	$	19,581 57

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of April, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, May 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of April, 1900:

The total expenditure of the District for the month was $905,311.59, of which amount the sum of $230,246.02 was paid in Regular Warrants, and the sum of $675,065.57 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $408.66 was for 1896 Tax Warrants redeemed, $653,738.38 for 1899 Tax Warrants redeemed, and $20,918.53 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month of April was $2,107.67, of which amount the sum of $2,086.67 was for salaries and the sum of $21.00 for general office expenses.

There are no outstanding liabilities against the Clerical Department, and the expenditure for the present month will be about $1,200.00.

The total amount expended for account of, and charged to, the General Account during the month of April was $12,997.47, divided as follows:

Rent for April, 1900	$ 498 33
Printing	1,377 09
Streams Examination	1,616 06
Salaries	5,967 00
General Expenses	3,538 99
Total	$12,997 47

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total amount of 1896 Tax Levy Warrants issued there is now outstanding the sum of $10,963.39; of the 1897 Tax Levy Warrants issued, all have now been redeemed; of the 1898 Tax Levy Warrants issued there is now outstanding the sum of $584.80; of the 1899 Tax Levy Warrants there is now outstanding the sum of $1,833,149.88; and of the 1900 Tax Levy Warrants there is now outstanding the sum of $379,209.17.

The following is a tabulated statement of total expenditures for the month of April, 1900:

Account.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 21,152 36	.....	$ 21,152 36
Construction	143,602 37	.....	143,602 37
Clerical Department	2,107 67	.....	2,107 67
Law Department	5,353 62	.....	5,353 62
Treasury Department	333 34	.....	333 34
General	12,997 47	.....	12,997 47
Police Department	5,277 48	.....	5,277 48
Maintenance	6,921 71	.....	6,921 71
Interest and premium	32,500 00	.....	32,500 00
1896 Tax Warrants redeemed	.....	$ 408 66	408 66
1899 Tax Warrants redeemed	.....	653,738 38	653,738 38
Interest on Tax Warrants redeemed	.....	20,918 53	20,918 53
Total	$230,246 02	$675,065 57	$ 905,311 59

Respectfully submitted,

(Signed) JOSEPH F. HAAS, *Clerk.*"

REPORT IN REFERENCE TO EXECUTION OF LEASES WITH FRANK BORKOWSKI AND LOUIS LEONARD.

The Clerk presented a report transmitting the leases of the Sanitary District with Frank Borkowski and Louis Leonard, setting forth that said leases have been duly executed by said parties and also by the President and Clerk, as authorized by the Board at the meeting held May 23, 1900, (pages 6574-6575 of the Proceedings), and a duplicate copy of same delivered to each of said parties; and also setting forth the receipt of one year's rent in advance on account of said leases, and recommending that the conditions of same be printed in the proceedings and that said leases be placed on file with the Clerk.

By unanimous consent, the report was ordered received and with the accompanying leases printed and placed on file.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease of the Sanitary District of Chicago with Frank Borkowski and with Louis Leonard, each for the term of one year ending February 21, 1901, the same having been duly executed by said parties, and also by your President and Clerk as authorized by the Board of Trustees at the meeting held May 23, 1900, (pages 6574 and 6575 of the Proceedings), a duplicate copy of same delivered to said parties, respectively, and the sum of seventy dollars having been received from each of said parties and turned over to the Treasurer of the District, being for one year's rent in advance for the periods of said leases ending as above stated; and I therefore recommend that the special conditions of said leases as to names of parties thereto, date, duration, territory embraced and other material conditions and reservations be printed in the Proceedings of the Board, and that said leases be placed on file with the Clerk.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

The following are

THE TERMS OF LEASE NO. 8.

"*This Indenture*, Made this twenty-first day of May, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Frank Borkowski of Cook County, Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: A strip of land containing twenty (20) acres, more or less, in Sections fifteen (15) and sixteen (16), Township thirty-seven (37) North, Range eleven (11) East of the Third Principal Meridian, otherwise described as a strip of land lying between a line one hundred and fifty (150) feet distant from, measured at right angles in a southerly direction and parallel to the South Bank of the New Diversion of the Desplaines River, and a line two hundred (200) feet distant from, measured at right angles in a northerly direction and parallel to the North Bank of the Main Drainage Channel of the Sanitary District of Chicago, in Contract Section six (6) of said Sanitary District, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of March, in the year of our Lord one thousand nine hundred, for and during and until February twenty-eight (28), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again re-possess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does

terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised, as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part, and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of seventy (70) dollars, payable in advance."

(*The remaining terms of Lease No. 8 are identical with those of Lease No. 4 as printed in the Proceedings, p. 6430.*)

The following are

THE TERMS OF LEASE NO. 9.

This Indenture, Made this twenty-second day of May in the year of our Lord, one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Louis Leonard, of Lyons, Cook County, Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: That part of the southeast quarter of the northeast quarter of Section twelve (12), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian, lying north of a line two hundred (200) feet from and parallel to (measured at right angles) the North Bank of the Main Drainage Channel and south of the South Bank of the old Channel of the Desplaines River, situated in Contract Section "F" in the Township of Lyons, and contains twenty (20) acres, more or less, in the County of Cook and State of Illinois, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said Channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of March in the year of our Lord, one thousand nine hundred, for and during and until February twenty-eight (28), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again re-possess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of seventy (70) dollars per annum, payable in advance."

(*The remaining terms of Lease No. 9 are identical with those of Lease No. 4, as printed in the Proceedings, p. 6430.*)

REPORT IN REFERENCE TO COFFER DAMS AND SLUICE GATES.

The Clerk presented and read a report

from the Chief Engineer, asking that the Board issue the necessary orders in reference to the removal of the coffer dams in the Upper Basin at Joliet and those below the dam; and also asking authority to agree with the Canal authorities in reference to certain sluice-gates required to be constructed under a decree of the Circuit Court of Will County.

Mr. Jones, seconded by Mr. Smyth, moved that the report be referred to the Committee on Engineering with power to act.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

"To the Honorable the Board of Trustees:

GENTLEMEN—The time is approaching when the coffer dams in the upper basin in Joliet and those below the dam must be removed, and preparations should be made for that work in advance of the time when it must be done. I therefore ask that you issue the necessary orders under which these preparations can be made. Furthermore, under the decree of the Circuit Court of Will County, November Term, 1898, this District must provide certain sluice gates in the water power construction to take care of the flood waters. I had it in mind that these gates were to be built and placed by the State and paid for by this District, but it is not so understood by the Canal authorities and the wording of the decree sustains their view. I therefore ask authority to agree with the Canal authorities upon the style of gate to be used and for power to arrange for their construction.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

REPORT AND ORDINANCE FOR $1,000,000 CURRENCY BONDS—TENTH ISSUE.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance transmitting an ordinance providing for the issue of $1,000,000 of 4 per cent currency bonds—tenth issue, the report recommending that the said ordinance be passed.

Mr. Carter, seconded by Mr. Wenter, moved that the report be amended by adding the words: "Your Committee further recommends that the President and Clerk of this District be authorized and directed to advertise for proposals for purchasing said issue of bonds, to be issued in accordance with said ordinance; bids to be opened June 20, 1900."

The motion prevailed unanimously and the President declared the amendment adopted.

Mr. Carter, seconded by Mr. Wenter, then moved that the report as amended be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

Mr. Carter, seconded by Mr. Wenter, then moved that the accompanying ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT AS AMENDED:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance has had under consideration the matter of borrowing one million (1,000,000) dollars for the corporate purposes of the Sanitary District of Chicago, and the issuing of four (4) per centum bonds, of the denomination of one thousand (1,000) dollars each, in payment thereof. Said bonds to bear date of the first day of July, 1900.

Your Committee transmits herewith a draft of an ordinance relative to this subject, and after carefully considering the same your Committee recommends that said ordinance be passed by your Honorable Body.

Your Committee further recommends that the President and Clerk of this District be authorized and directed to advertise for proposals for purchasing

said issue of bonds, to be issued in accordance with said ordinance, bids to be opened Wednesday, June 20, 1900.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Accompanied by ordinance.)

The following is

THE ORDINANCE:

Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there be borrowed the sum of one million (1,000,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest-bearing coupon bonds be issued therefor to the amount of one million (1,000,000) dollars by said Sanitary District of Chicago, said bonds to be of the denomination of one thousand (1,000) dollars each, all to bear date the first day of July, 1900; fifty thousand (50,000) dollars of the principal of said bonds to be payable on the first day of July, 1901, and each of the years thereafter following, until and including the year 1920; said bonds to be numbered consecutively from fifteen thousand and ninety-one (15,091) to sixteen thousand and ninety (16,090), inclusive, and to bear interest at the rate of four (4) per centum per annum from the date thereof; interest to be payable on the first day of January and of July of each year, and to be evidenced by coupons attached to each bond, to be numbered consecutively, each coupon to bear the number of the bond to which it is attached, and to be for the sum of twenty (20) dollars, and the first, or number one (1), coupon of each bond to be payable on the first day of January, 1901, and the next, or number two (2), coupon on each bond to be payable on the first day of July, 1901, and so on, each succeeding coupon being payable six (6) months after the preceding one; both principal and interest to be payable at the office of the Treasurer of the Sanitary District of Chicago, interest to be payable only upon the presentation and surrender of the proper interest coupons. Such bonds shall be signed on behalf of the Sanitary District of Chicago by the President of the Board of Trustees, and countersigned by the Clerk of the Sanitary District of Chicago, and attested by the seal of said Sanitary District.

SECTION 2. That said bonds, when they are executed, shall be deposited with the Treasurer of said District for safe keeping, and shall be sold at such price and for such rates as the Board of Trustees of this District shall, from time to time, determine and direct, and the proceeds arising from the sale of said bonds shall be received by the Treasurer of said District as such, and shall be used for the corporate purposes thereof, as may be directed, from time to time, by the Board of Trustees.

SECTION 3. That in each of the hereinafter mentioned years there shall be, and hereby is, levied and assessed on the taxable property within said District, the sums respectively, as follows:

For the year 1900, ninety thousand (90,000) dollars.

For the year 1901, eighty-eight thousand (88,000) dollars.

For the year 1902, eighty-six thousand (86,000) dollars.

For the year 1903, eighty-four thousand (84,000) dollars.

For the year 1904, eighty-two thousand (82,000) dollars.

For the year 1905, eighty thousand (80,000) dollars.

For the year 1906, seventy-eight thousand (78,000) dollars.

For the year 1907, seventy-six thousand (76,000) dollars.

For the year 1908, seventy-four thousand (74,000) dollars.

For the year 1909, seventy-two thousand (72,000) dollars.

For the year 1910, seventy thousand (70,000) dollars.

For the year 1911, sixty-eight thousand (68,000) dollars.

For the year 1912, sixty-six thousand (66,000) dollars.

For the year 1913, sixty-four thousand (64,000) dollars.

For the year 1914, sixty-two thousand (62,000) dollars.

For the year 1915, sixty thousand (60,000) dollars.

For the year 1916, fifty-eight thousand (58,000) dollars.

For the year 1917, fifty-six thousand (56,000) dollars.

For the year 1918, fifty-four thousand (54,000) dollars.

For the year 1919, fifty-two thousand (52,000) dollars.

For the purpose of paying the principal and interest of the bonds issued under this ordinance, said sums so levied being sufficient to pay the interest on said bonds as it falls due, and also to pay and discharge the principal thereof as the same shall fall due; and the Clerk of this District is hereby directed in the year 1900, and in each of the years thereafter, until and including the year 1919, to include the amount required by this ordinance to be raised by taxes in each of said years, respectively, in the amount which shall be certified to by the County Clerk in each of said years as the amount required to be raised by taxation in said District.

SECTION 4. Bonds, to be issued in pursuance of this ordinance, may be registered with the Treasurer of said District, and after such registry no transfer shall be valid except upon the books of said Treasurer, but the registry thereafter upon the books of the Treasurer of a transfer to bearer shall restore transferability by delivery; said bonds shall continue subject to successive registrations and transfers to bearer, as aforesaid, at the option of each holder.

SECTION 5. That the credit and resources of the Sanitary District of Chicago be, and the same are, hereby irrevocably pledged to the payment of the bonds which shall be issued in pursuance of this ordinance, and the interest thereon as it shall fall due.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE OF JEFFERSON STREET BRIDGE ON SECTION 18.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of that part of the contract with the J. G. Wagner Company relating to the superstructure of the Jefferson Street Bridge on Section 18, the report recommending that the President and Clerk be directed to pay the said J. G. Wagner Company the sum of $9,264.00 in final payment for the work done on that portion of said contract above described, upon the execution of a receipt and release in full of all claims and demands on account of the erection and supplying said superstructure under said contract.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, MAY 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that it has had under consideration the final certificate of the Chief Engineer of the District in reference to that part of the contract with the J. G. Wagner Company, contractors for supplying and erecting the Jefferson Street Bridge across the Sanitary District Channel on Contract Section 18, relative to the supplying and erection of said superstructure of the Jefferson Street Bridge. The Committee having examined said final certificate and fully considered the subject matter thereof, respectfully recommends as follows:

That the President and Clerk of the District be authorized and directed to make final payment to said contractor in the sum of nine thousand two hundred and sixty-four (9,264) dollars, the sum found to be due said contractor for the superstructure of the Jefferson Street Bridge across the Sanitary District Channel on Contract Section 18, in the final certificate hereto attached, upon the execution of a receipt in favor of the District made by said company in full, and releasing the District from any and all claims and demands of every kind and nature whatsoever on account of the erection and supplying of said

superstructure under said contract of April 6, 1899.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
B. A. ECKHART,
WM. BOLDENWECK,
A. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER.

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the J. G. Wagner Company has completed all of the work covered by that part of its contract dated April 6, 1899, relating to the superstructure of the Jefferson Street Bridge across the Sanitary District Channel on Contract Section 18. This work is done to my full satisfaction and in accordance with the terms of said contract with the Sanitary District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The statement of this contract is as follows:

Lump sum price for superstructure	$23,160 00
Amount paid on previous vouchers	13,896 00
Amount due and unpaid	$ 9,264 00

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO RULES AND REGULATIONS FOR NAVIGATION OF MAIN CHANNEL.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting a draft of proposed rules governing the navigation of the Main Channel, and recommending that the same be adopted.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering respectfully reports that it has had under consideration the matter of drafting rules and regulations to govern navigation of the Main Channel of the District.

Your Committee submits herewith a draft of the proposed rules and recommends that the same be adopted by your Honorable Body.

Respectfully submitted,

(Signed) THOS. A. SMYTH,
Chairman.
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
ALEX J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

The following are the

RULES AND REGULATIONS FOR NAVIGATION OF MAIN CHANNEL:

"The following rules and regulations are hereby adopted by the Board of Trustees of the Sanitary District of Chicago to govern the navigation of the Main Channel of the Sanitary District of Chicago:

1. It shall be unlawful for any person or persons to navigate the Main Channel of the Sanitary District of Chicago from its junction with the Chicago River at Robey Street to the Controlling Works at Lockport without first having obtained

from the Board of Trustees of the said Sanitary District of Chicago, in regular session, a permit so to do, in which permit the nature and character of the boat for which the permit is given shall be described. The dimensions of such boat shall be accurately inserted in said permit. Upon application duly made to the President of the Board of Trustees he shall have authority to issue a permit for a single trip without action thereon by the Board of Trustees.

2. No boat shall be permitted to run at a rate exceeding eight (8) miles an hour through the earth sections of said Channel. This section, however, is not applicable to the revetted or rock sections of said Channel.

3. No gambling of any kind or character whatsoever shall be permitted upon any boat navigating said Channel.

4. No gambling of any character whatsoever nor any immoral or disorderly conduct shall be permitted within the jurisdiction of the police power of the Sanitary District of Chicago as defined by an Act of the General Assembly of the State of Illinois, approved June 16, 1893, in force July 1, 1893.

5. The violation of any of the foregoing rules and regulations shall subject the holder of any permit to forfeiture thereof without notice and to such other penalty or penalties as is prescribed by law; provided, however, any permit granted hereunder may be revoked at any time at the pleasure of the Board of Trustees.

6. The permit mentioned in paragraph one hereof shall not be issued by the Board of Trustees until the applicant therefor has filed with the Clerk of the District a good and sufficient bond in the penal sum of two thousand (2,000.00) dollars, with a surety company as surety thereon, to be approved by the Committee on Finance of the said Sanitary District of Chicago. Said bond shall be conditioned to indemnify, keep and save harmless the said Sanitary District of Chicago against all damage, expense and costs which may in any way come against or result to said Sanitary District on account of navigating said Channel or the exercise of any of the rights or privileges granted by reason of the issuing of a permit to navigate said Main Channel; said bond shall also be conditioned for the faithful observance of all of the rules and regulations adopted by the said Sanitary District of Chicago for the navigation of its Main Channel.

7. It shall be unlawful for any person or persons to throw or deposit any offal or other offensive matter, or ashes, or cinders, or the carcass of any dead animal, into the Main Channel of the Sanitary District of Chicago.

8. The foregoing rules shall be in force and effect from and after their adoption by the Board of Trustees and shall continue in force until all bridges are completed across said Channel.

9. Said rules shall be enforced by the Police Department of the Sanitary District of Chicago. The police have power to go upon any boat at any time to enforce these rules."

REPORT IN REFERENCE TO REPAIRS AND SUPPLIES FOR PUMPING STATION AT BRIDGEPORT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report recommending that the Chief Engineer be authorized and directed to have certain repairs made and to sign requisitions for coal and other supplies for the Pumping Station at Bridgeport.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that it is necessary that certain repairs be made on the pumping station at Bridgeport, and also that coal, oil and other necessary supplies be purchased from time to time for the operation and maintenance of said pumping station.

Your Committee, therefore, recommends that the Chief Engineer be authorized and directed to have made such repairs of said pumping station at Bridgeport as may be deemed necessary by him; and that he may be further authorized to sign requisitions for coal, oil and other necessary supplies for the

maintenance and operation of said pumping station.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO ERECTION OF BUILDINGS OVER CONTROLLING WORKS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineer, recommending that the Chief Engineer be authorized and directed to submit plans to the Committee for covering the Controlling Works.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays——none.

Upon this result the President declared the motion carried.

Mr. Jones, seconded by Mr. Smyth, then moved that the Engineering Committee be authorized to have this work done by day labor.

On roll-call on the motion of Mr. Jones the vote stood: Yeas—Messrs. Jones, Smyth and Wenter—three. Nays—Messrs. Boldenweck, Carter, Eckhart, Kelly and Mallette—five.

Upon this result the President declared the motion lost.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee reports that it is necessary that steps should be taken toward the erection of buildings to cover the Controlling Works of the District at Lockport.

Your Committee, therefore, recommends that the Chief Engineer be authorized and directed to prepare and submit plans for buildings to cover said Controlling Works to the Committee on Engineering for its approval.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE FOR C., R. I. & P. RY. CO.'S BRIDGE ON SECTION 18.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with the Chicago Bridge and Iron Company for the superstructure of the C., R. I. & P. Ry. Co.'s Bridge on Section 18, the report recommending that the President and Clerk be directed to pay said company the sum of $5,931.64 on the execution of a receipt and release in full of all claims and demands on said contract.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that it has had under consideration the final certificate of the Chief Engineer of the District in reference to the contract with the Chicago Bridge and Iron Company, dated June 7, 1899, for the superstructure of the C., R. I. & P. Ry. Co.'s Bridge across the Sanitary District Channel on Contract Section 18; and having examined said final certificate, and fully considered the subject matter thereof, respectfully recommends as follows:

That the President and Clerk of the

District be authorized and directed to make final payment to said company in the sum of five thousand nine hundred and thirty-one dollars and sixty-four cents ($5,931.64), the sum found to be due said company in said final certificate hereto attached, upon the execution of a receipt in favor of the District, made by said company in full, and releasing the District from any and all claims and demands of every kind and nature whatsoever upon said contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

J. P. MALLETTE,

B. A. ECKHART,

THOMAS KELLY,

FRANK WENTER,

WM. BOLDENWECK,

A. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER.

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Chicago Bridge and Iron Company has completed all of the work covered by its contract, dated June 7, 1899, for the superstructure of the C., R. I. & P. Ry. Co.'s Bridge across the Sanitary District Channel on Contract Section 18. The work is done to my full satisfaction and in accordance with the terms of said contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The statement of the contract is as follows:

Lump sum price for superstructure	$14,720 00
Extra material furnished	43 64
	$14,763 64
Amount paid on previous estimate	8,832 00
Amount due and unpaid	$5,931 64

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUBSTRUCTURE AND AUXILIARY WORK FOR THE VAN BUREN STREET APPROACH SPAN ACROSS THE BY-PASS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to and accompanied by the final certificate of the Chief Engineer as to that part of the contract relative to the substructure and auxiliary work for the Van Buren Street Approach Span across the By-pass, and certain orders in connection therewith; the report recommending that the President and Clerk be directed to pay to said company the sum of $6,882.92 on the execution of a release and receipt in full of all claims and demands upon that portion of said contract relative to the substructure and auxiliary work for said Approach Span.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that it has had under consideration the final certificate of the Chief Engineer of the District in reference to the contract with the Chicago Bridge and Iron Company, dated December 31, 1898, relative to the substructure and auxiliary work for the Van Buren Street Approach Span across the By-pass along the Chicago River, and under the orders of the Chief Engineer, dated September 25 and December 30, 1899; and having examined said final certificate and fully considered the subject matter thereof, respectfully recommends as follows:

That the President and Clerk of the District be authorized and directed to make final payment to said company, in the sum of six thousand eight hundred and eighty-two and ninety-two one-hundredths dollars ($6,882.92), the sum found to be due said company in said

final certificate, hereto attached, upon the execution of a receipt in favor of the District, made by said company in full, and releasing the District from any and all claims and demands of every kind and nature whatsoever upon that portion of said contract relative to the substructure and auxiliary work for said Approach Span.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, May 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Chicago Bridge and Iron Company has completed all of the work covered by that part of its contract, dated Dec. 31, 1898, relative to substructure and auxiliary work for the Van Buren Street Approach Span across the By-pass along the Chicago River, and under my orders dated Sept. 25 and Dec. 30, 1899. The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The statement of the substructure and auxiliary work is as follows:

Excavation, 2,599.78 cu. yds. at $1.048	$ 2,724 57
Sheet piling and bracing, 70,756 ft. B. M. at $38.42 M	2,718 45
Timber in foundation, 37,248 ft. B. M. at $52.39 M	1,951 42
Piles delivered, 2,200 lin. ft. at 20c	440 00
Piles driven, 2,000 lin. ft. at 42c	924 00
Portland cement concrete, 832.95 cu. yds. at $9.08	7,563 19
Masonry, 22.91 cu. yds. at $8.731	200 03
Granite block pavement, 156.33 sq. yds. at $2.381	372 22
Old masonry removed, 758.07 cu. yds. at $1.746	1,323 59
Miscellaneous extra work under 15% clause (see bills attached to final voucher)	2,982 03
Total	$21,199 50
Amount paid on previous estimates	14,316 58
Amount due and unpaid	$ 6,882 92

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO CONSTRUCTION OF POLICE STATION, ETC., AT CONTROLLING WORKS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, recommending that the Engineering Department be authorized to construct a building at the Controlling Works for a police station and other necessities in accordance with the plans submitted with the report.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

Mr. Kelly moved to amend the report so that the President and Clerk of the District be authorized to advertise said work.

Mr. Jones, seconded by Mr. Smyth, moved as a substitute, "That we add to that report the clause, 'and that the said building be constructed by day labor.'"

On roll-call on the motion to substitute of Mr. Jones, the vote stood: Yeas—Messrs. Jones, Mallette and Smyth—three. Nays—Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five.

Upon this result, the President declared the motion to substitue lost.

On roll-call on the motion of Mr. Kelly to amend, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Wenter—six. Nays—Messrs. Jones and Smyth—two.

Upon this result the President declared the motion to amend carried.

On roll-call on the adoption of the report, as amended, the vote stood: Yeas—Messrs. Boldenweck, Eckhart, Jones, Kelly, Mallette and Wenter—six. Nays Messrs. Carter and Smyth—two.

Upon this result, the President declared the report adopted as amended.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports to your Honorable Body that it has had under consideration the necessity of constructing a building at the Controlling Works for a police station and other necessities of the District, and is of the opinion that such building should be constructed.

Your Committee, therefore, recommends that the Engineering Department be authorized to construct at said Controlling Works a building for a police station and other conveniences and necessities of the District, in accordance with the plans hereto attached, and that the President and the Clerk of the District be authorized and directed to advertise for proposals for said work.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO EXCAVATION AND RIPRAPPING FOR PROTECTION OF MAIN CHANNEL.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, a report of the Chief Engineer to the Committee as to the necessity of riprapping and other work for the protection of the earth banks of the Main Channel, the report recommending that said work be done and that the Clerk of the District be directed to advertise for proposals for said work.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering reports that it has had under consideration the message of the President of the Board calling attention to the necessity of rip-rapping or other work for the protection of the earth banks of the Main Channel from the action of the waves. Under the direction of this Committee the Chief Engineer has made an estimate and reports that on the left bank there is about 48,300 feet of channel to be protected, and on the right bank about 7,700 feet. The excavation necessary amounts to 9.26 yards per lineal foot, or a total of 518,560 cubic yards; and the rip-rapping recommended amounts to 5.54 yards per lineal foot, the total amount of rip-rapping necessary is placed at 310,240 cubic yards.

Your Committee recommends that the excavation and rip-rapping necessary for the protection of the Main Channel of the District be done, and that the President and Clerk of the District proceed to advertise for proposals for doing said work.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
ALEX J. JONES,
Committee on Engineering."

(Two enclosures.)

The following is

THE REPORT OF THE CHIEF ENGINEER:

"CHICAGO, May 15, 1900.

To the Committee on Engineering:

GENTLEMEN—On Friday and Saturday last I made a careful inspection of the condition of the Channel with a view to recommending what should be done in the way of protecting the banks from wash. I was gratified to find that the

conditions are not nearly so bad as they appear to be from a casual observation.

Taking the worst case which I found, where there was a stretch of several hundred feet of sand to wash, it only amounted to three-quarters of a yard per lineal foot.

On Sections A, B and half of C no work seemed to be necessary for protection. The wave action of the water has washed out the sand at water line but left the boulders and large gravel in place, permitting as good a protection as could be desired. I submit herewith a suggestion for channel protection.

Omitting Sections A, B and half of C, E and a portion of F, which has already been rip-rapped, we have on the left bank 48,300 feet of channel to be protected, and on the right bank 7,700 feet. The excavation necessary amounts to 9.26 yards per lineal foot, or a total of 518,560 cubic yards. The rip-rap as recommended amounts to 5.54 yards per lineal foot. This section might be reduced somewhat, but inasmuch as the material is abundant and it is simply proposed to dump it on the berm as shown, I think we had better maintain the section submitted. The total amount of rip-rap is 310,240 cubic yards.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO PURCHASE AND DISPOSITION OF LIFE SAVING LINES AND LADDERS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering setting forth the purchase of certain life saving lines and ladders by the Chief Engineer, under the direction of the Committee, and asking that said action be confirmed and ratified; and that the Chief Engineer be authorized to put said lines and ladders in their proper place along the Main Channel.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports to your Honorable Body that, in conformity with the apparent necessity of taking some action towards the placing of life-saving lines and the erection of ladders along the sides of the Main Channel, in the rock sections, the Chief Engineer, under the direction of the Committee on Engineering, has made certain purchases of life-saving lines and ladders and it is necessary that said lines and ladders be put in place where necessary.

Your Committee, therefore, recommends that the action of the Engineering Committee in purchasing said life-saving lines and ladders be confirmed and ratified; and that said Chief Engineer be authorized, under the direction of the Committee on Engineering, to put said lines and ladders in proper place where necessary along the Main Channel.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO IMPROVEMENT OF THE NORTH BRANCH OF THE CHICAGO RIVER, BETWEEN BELMONT AND LAWRENCE AVENUES.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the improvement of that portion of the North Branch of the Chicago River between Belmont and Lawrence Avenues; the report recommending that the District increase the channel to a width of not less than eighty (80) feet and a depth of not less than eight (8) feet, in case the owners of adjoining property shall donate a strip of land ninety (90) feet in width on either side of said stream.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report that it has had under consideration the question of the improvement of that portion of the North Branch of the Chicago River lying between Belmont Avenue and Lawrence Avenue. A number of the owners of land adjoining the North Branch between the streets above mentioned have been interviewed on behalf of the District with a view to ascertaining if said owners would donate to the District the land necessary to effect the improvement of said North Branch as contemplated by the Sanitary District. The owners thus far interviewed have manifested a willingness to give to the District the land required for the deepening and widening of said North Branch.

Your Committee, therefore, recommends that the District straighten and widen said North Branch of the Chicago River between Belmont Avenue and Lawrence Avenue by making the Channel of said North Branch of a width of not less than eighty (80) feet and of a depth of not less than eight (8) feet; providing, however, that such improvement shall only be made in case the owners of property adjoining said North Branch, on either side thereof, between Belmont Avenue and Lawrence Avenue, shall donate to the Sanitary District a strip of land ninety (90) feet in width on either side of said river, measured from the center thread of said stream.

Respectfully submitted.

(Signed) THOS. A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
A. J. JONES,
Committee on Engineering."

(Two enclosures.)

REPORT IN REFERENCE TO CLAIM OF PENNSYLVANIA STEEL COMPANY FOR EXTRAS ON CONTRACT FOR SUB AND SUPERSTRUCTURE OF RAILROAD BRIDGE ACROSS THE CHICAGO RIVER NEAR TAYLOR STREET.

Mr. Smyth, chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, a report of the Engineer of Bridges and statement of claim of the Pennsylvania Steel Company for extras in connection with their contract for the sub and superstructure of the railroad bridge across the Chicago River near Taylor Street; the Committee report recommending that the said Pennsylvania Steel Company be allowed $19,616.61 for extras, and that said money be retained by the District until said contract has been fully completed.

Mr. Mallette, seconded by Mr. Eckhart, moved that the report be amended so as to read: That this payment is in full of all demands for extras up to date.

On roll-call on the amendment of Mr. Mallette the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion to amend carried.

Mr. Smyth, seconded by Mr. Wenter, then moved that the report be adopted as amended.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly. Mallette, Smyth and Wenter—seven. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried and the report adopted as amended.

The following is

THE REPORT AS AMENDED:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that it has had under consideration the communication hereto attached, signed by Wm. M. Hughes, which is concurred in by Chief Engineer Randolph, in regard to the claim of the Pennsylvania Steel Company for extras on the proposed bridge for the C. T. T. Ry. Co. across the Chicago River near Taylor

Street. Your Committee is of the opinion that the recommendations made by Engineer Hughes and approved by Chief Engineer Randolph should be concurred in by the Board.

Your Committee, therefore, recommends that the Board concur in the recommendations allowing said Pennsylvania Steel Company $19,616.61 for extras on said Taylor Street Bridge, in full of all demands for extras up to date, and that said sum of money be retained by the District until said contract has been fully completed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE REPORT OF THE ENGINEER OF BRIDGES TO THE COMMITTEE.

CHICAGO, May 21, 1900.

To the Committee on Engineering:

GENTLEMEN—I have received from the Pennsylvania Steel Company a statement of their claim for extras on the proposed bridge for the C. T. T. Ry. Co. to cross the Chicago River near Taylor Street. The claim as presented, a copy of which is attached hereto, amounts to $32,960.51. I also have a complete detail statement covering forty-seven items from Mr. Modjeski who, together with a representative of the Pennsylvania Steel Company, checked and agreed on the extra weights as herein given covering item No. 1 of the steel company's statement. The pound prices are in accordance with those given in the contract covering extra material.

Structural steel, 236,801 lbs. at 4¾c...	$11,248 04
Steel castings (track plates) 3,998 lbs. at 8½c.....	339 83
Steel castings (increase in machinery) 15,710 lbs. at 10½c	1,649 55
Steel castings (extra machinery) 38,705 lbs. at 10½c	4,064 02
Iron castings, 25,880 lbs at 4¼c.....	1,099 90
Total....	$18,401 34

The extra machinery castings, amounting to $4,064.02, are duplicate pieces to have on hand in case of accident, and are provided for in the specifications. As stated by Mr. Modjeski, the other items of extra weights were necessary in order to bring the plans up to the requirements of the specifications.

The 25,880 lbs. of iron castings at 4¼c per lb., amounting to $1,099.90, are given in the steel company's statement as 27,880 lbs. of steel castings at 8½c., amounting to $2,369.80, the difference being $1,269.90, this being an error on the part of the steel company.

Item No. 2, of the steel company's statement, amounting to $580.27, is for extra cost in making shop plans, due to some change made by the Scherzer Bridge Co. after the shop plans were partly out.

Item No. 3, amounting to $1,889.00, is claimed by reason of an increase in freight rates between Steelton and Chicago, taking effect Oct. 31, 1899. As it would have been impossible for the steel company to have shipped this material by the time this increase in rates took place, and as none of it is yet shipped, this item should not, in my opinion, be considered or allowed.

Item No. 4, amounting to $100 00, for extra wires in connection with the cables crossing the river, were ordered by the Chief Engineer of the District.

Item No. 5, amounting to $90.00, for changing six step boxes to pillow blocks was recommended by Mr. Modjeski.

Item No. 6, amounting to $490.00, for changing 4,900 ⅞-inch rivets to 1-inch rivets was necessary to meet the requirements of the specifications, but the charge, in my opinion, is at least double what it should be.

Item No. 7, amounting to $3,600.00, I am informed, is still open for adjustment between the steel company and the foundry furnishing them, and will probably be settled favorable to the steel company, but in any case should not, in my opinion, be considered or allowed.

Item No. 8, amounting to $6,000.00, for assembling and reaming joints, has been disposed of by notifying the steel company to comply with the specifications, which do not require them to assemble the work

in the shop. Mr. Paradis and Mr. Modjeski have agreed to this.

Item No. 9, amounting to $400.00, is claimed by reason of increasing the weight of the segmental girders to such an extent as to necessitate preparing special cars for their shipment. Mr. Modjeski reports this increase of weight was necessary to bring them up to the requirements of the specifications. There being four of these girders, I have suggested to the steel company that they prepare the cars for shipping two at a time, returning the cars for the other two, which would reduce this item one-half.

Item No. 10, amounting to $140 00, for cost in renewing bond due to extension of time for completion of work, should not, in my opinion, be allowed.

With these suggestions the matter stands:

Item No. 1	$18,401 34
Item No. 2	580 27
Item No. 3	.....
Item No. 4	100 00
Item No. 5	90 00
Item No. 6	245 00
Item No. 7	.....
Item No. 8	.....
Item No. 9	200 00
Item No. 10	.....
Total	$19,616 61

Or a reduction from the original claim amounting to $13,343.90.

Respectfully submitted,

(Signed) W. M. HUGHES,

Engineer of Bridges and Bridge Construction.

Approved:

(Signed) ISHAM RANDOLPH,

Chief Engineer."

The following is

THE STATEMENT OF CLAIMS:

"CHICAGO, April 30, 1900.

Mr. W. M. Hughes, Engineer Sanitary District of Chicago:

DEAR SIR:

Taylor Street Bridge—We beg to give you herewith a revised list of the extras asked for, to take the place of our letter to you of February 8th:

Item No. 1—

Structural steel, 236,801 lbs. at 4¾c.	$11,248 04
Cast steel, tack plates, 3,998 lbs. at 8½c.	339 83
Cast steel, gear and pinions, 54,415 lbs. at 10½c.	5,713 57
Cast steel, pedestals, 27,880 lbs. at 8½c.	2,369 80
	$19,671 24

Item No. 2—

Cost of making drawings canceled by changes ordered by the C. T. T. R. R.	580 27

Item No. 3—

Change in freight charge from Steelton to Chicago, taking effect October 31, 1899:	
1729 tons at $1.00	1,729 00
160 tons at $1.00	160 00

Item No. 4—

Extra wires placed on cables, as per order of Mr. Paradis	100 00

Item No. 5—

Extra for changing six step boxes to pillow block	90 00

Item No. 6—

Four thousand nine hundred ⅞-inch rivets changed to 1-inch at 10c	490 00

Item No. 7—

Increased cost of counterweights due to delay in securing certified plans to enable us to take up within proper time with our contractor	3,600 00

Item No. 8—

Reaming of joints after assembling	6,000 00

Item No. 9—

Cost of preparing special cars to transport segmental girders, which, were increased in size above that called for in the original plans	400 00

Item No. 10—

Cost of renewal of Taylor Street bond canceled by delays in securing certified plans to enable us to complete the work in original time specified	140 00
	$32,960 51

The above does not include extra for temporary air pipe.

Yours very truly,

(Signed) F. W. EDMUNDS,

Secretary."

REPORT IN REFERENCE TO COMPLETION OF ROAD AND REMOVAL OF SCALE HOUSE AT ROMEOVILLE.

Mr. Smyth, Chairman, presented, and

the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, a communication from John J. Keig, of the Village of Romeoville, in reference to the completion of a road and the removal of a scale house in said village.

Mr. Smyth moved that said report be adopted.

Mr. Wenter, seconded by Mr. Jones, moved that the whole matter be re-referred to the Committee on Engineering.

The motion of Mr. Wenter prevailed unanimously, and it was so ordered.

AUTHORITY FOR THE CONSTRUCTION OF WELL, ETC., AT THE CONTROLLING WORKS.

Mr. Jones seconded by Mr. Smyth, moved that the Chief Engineer be authorized to have a well dug and water closets provided at the Controlling Works.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette (*except as to the digging of well*), Smyth and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Mallette, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 6, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, June 6, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the adjourned meeting held, May 31 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Jones.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

J. S. Hull (expense)	$ 30 72

LAW DEPARTMENT.

John S. Runnells (services General Counsel, May, 1900)	416 67

TREASURY DEPARTMENT.

H. Schultz & Co. (file boxes)	$ 4 00	
Cameron, Amberg & Co. (bond register)	12 50	
		$ 16 50

GENERAL ACCOUNT.

Mrs. John Dilrey (repairs to building)	$ 4 90	
P. Fant (repairs to building)	91 63	
John R. Neely (streams examination)	50 00	
Edwin O. Jordan (streams examination)	377 29	
Arthur R. Reynolds (streams examination)	272 42	
Henry Feige (furnishings, steamer "Juliet")	1,030 28	
		1,826 52

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (Joliet maintenance)	$ 327 68	
City of Chicago (Bridgeport pumps, April, 1900)	10,020 98	
		10,348 66

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$10,671 50	
Lydon & Drews Company (Lake Front Park filling)	4,864 00	
Lydon & Drews Company (By-pass Chicago River)	5,382 21	
Lydon & Drews Company (By Pass Chicago River)	4,041 30	
The Joliet Bridge and Iron Company (Tow-path Bridge)	12,585 00	
Heldmaier & Neu (Section 17, June 1, 1900)	4,127 42	
The J. G. Wagner Company (Cass Street Bridge)	996 63	
The J. G. Wagner Company (Cass Street Bridge)	339 72	
The J. G. Wagner Company (Jefferson Street Bridge)	1,286 68	
Wilcox Bros. (lumber)	26 60	
Humphrey & Sons (bolts, etc.)	43 71	
Fred Boehmer (sand)	35 38	
Geo. N. Campbell (sand)	88 65	
Heggie Bros. (boiler)	130 00	
Henry Stuckart (Rathbone H. & R. dock)	23 75	
Henry Stuckart (I. & M. Canal lock)	263 20	
The Illinois Nail Company (Rathbone H. & R. Co. dock)	62 50	
The Illinois Nail Company (I. & M. Canal lock)	345 00	
A. J. Dunbar (I. & M. Canal lock)	37 40	
The Marsh & Bingham Company (I. & M. Canal lock	184 80	
Francis Beidler & Co. (I. & M. Canal lock)	1,678 27	
Alfred Wenberg (I. & M. Canal lock)	75 00	
Continental Bolt & Iron Company (I. & M. Canal lock)	17 20	
Continental Bolt and Iron Company (hardware, Belt Railway Bridge)	57 23	
The American Engineering and Construction Company (Belt Railway Bridge)	48 00	
The Belt Railway Company of Chicago (Belt Railway Bridge)	155 72	
Isham Randolph (Pan Handle Bridge)	36 35	
Dunham Towing and Wrecking Company (Pan Handle Bridge)	456 75	
The Krug Sand Company (sand)	66 00	
The Chicago and Alton Railroad Company (moving offices)	85 74	
Joseph F. Haas, Clerk (Bear Trap Dam)	431 40	
Joseph F. Haas, Clerk (Jefferson Street Bridge)	522 15	
Joseph F. Haas, Clerk (Rathbone H. & R. Co. dock)	363 51	
Joseph F. Haas, Clerk (I. & M. Canal Lock No. 1)	552 13	
Joseph F. Haas, Clerk (I. & M. Canal Lock No. 1)	3,421 85	
		$ 53,502 75

Grand total	$ 66,141 82

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones (*except as to voucher in favor of Joseph F Haas, Clerk, for $327 68; City of Chicago for $10,020.98; Wilcox Bros. for $26 60; Henry Stuckart for $263 20; The Illinois Nail Company for $345.00; A. J Dunbar for $37.40; The Marsh and Bingham Company for $184,80; Francis Beidler & Co. for $1,678 27; Alfred Wenburg for $75 00; Continental Bolt and Iron Company for $17.20 and $57.23, and Joseph F. Haas, Clerk, for $552.13 and $3,421.85 on all of which he voted nay*), Kelly, Smyth and Wenter — six (*except as above stated*). Nays — none (*except as above stated*).

Upon this result the President declared the motion carried.

AUTHORITY FOR PAYMENT FOR EXCAVATION OF CERTAIN LAND AND DOCK WORK.

The Clerk presented, and read, a report from the Chief Engineer asking that the Board authorize the payment of certain money to Green's Dredging Company on account of the excavation of certain land purchased from John Spry and dock work in connection therewith.

Mr. Wenter, seconded by Mr. Smyth, moved that the report be received and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Kelly, Smyth and Wenter—five. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have, awaiting my signature, a voucher in favor of Green's Dredging Company covering the excavation of that portion of the land purchased from Mr. John Spry in the month of April last; and also certain dock work done at the same place, which I believe was authorized by the Engineering Committee, but I fail to find any record covering the same. The work has been done and the obligation of payment rests upon the District. I therefore ask that you authorize the payment of the bill. The voucher in question amounts to $2,663 73, and there will be another voucher amounting to about $510.00 for work done on the Spry dock, which was not covered by the Government contract, but was required to place the dock in condition for its proper use as a dock for lumber yard.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

REPORT AND ORDINANCE IN REFERENCE TO IMPROVEMENT OF SOUTH BRANCH OF CHICAGO RIVER, FROM TWELFTH STREET TO ASHLAND AVENUE.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Joint Committee on Finance and Engineering transmitting an ordinance providing for the deepening, widening and improving of the South Branch of the Chicago River, from Ashland Avenue to Twelfth Street, the report recommending the adoption of said ordinance and that the President of the District be authorized to transmit three certified copies of said ordinance and a map in reference thereto to the Secretary of War for his approval.

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

Mr. Carter, seconded by Mr. Kelly, then moved that the accompanying ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering has had under consideration an ordinance which

is hereto attached. Under and by said ordinance a plan is laid out and established for the deepening, widening and improving of the South Branch of the Chicago River, from the south line of Twelfth street to the east line of Ashland avenue, so as to make said South Branch of the Chicago River, between the lines aforesaid, of a uniform width of two hundred (200) feet and ultimately a depth of thirty (30) feet below Chicago City datum. Attached to said ordinance and made a part thereof is a map showing in detail the land which it is proposed to condemn for the purposes of the improvement.

Your Joint Committee respectfully recommends the adoption of said ordinance, and that the President of the District be authorized to transmit three (3) certified copies of said ordinance and map to the Secretary of War for his approval.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
THOMAS A. SMYTH,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(Two enclosures.)

The following is

THE ORDINANCE:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago:*

SECTION 1. That there be and is hereby laid out and established a plan for the deepening, widening and improving of the South Branch of the Chicago River from the south line of Twelfth Street to the east line of Ashland Avenue, so as to make said South Branch of the Chicago River, between the lines aforesaid, of a uniform width of two hundred (200) feet; the work to be so done as to ultimately permit excavation of the river bed to a depth of thirty (30) feet below water surface throughout the central portion of the stream, in accordance with the plans hereto annexed."

REPORT IN REFERENCE TO REPAIR OF APPROACHES TO JEFFERSON STREET BRIDGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, recommending that the Chief Engineer of the District be authorized and directed to cause the approaches to the Jefferson Street Bridge in Joliet to be repaved and placed in good condition at a cost not to exceed $900.00.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that in connection with the work done by the District in Joliet, the District caused to be torn and broken the pavement of the approaches to the Jefferson Street Bridge; and the work thereupon having been practically completed, the Committee advises that it becomes the duty of the District to restore to its former usefulness said approaches, and recommends that the Chief Engineer of the District be authorized and directed to cause said approaches to be repaved and placed in good condition. This to be done, however, at a cost to the District not to exceed nine hundred dollars.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO EXTENSION OF PAYMENT ON LEASE WITH ROBERT TURNER.

Mr. Smyth, Chairman, presented, and the Clerk read, a report in reference to a communication from the Acting Marshal

of the District as to the extension of the time for payment on account of a lease with Robert Turner, authorized at a meeting of the Board held May 16, 1900, (page 6554 of the Proceedings), the report recommending that said Turner be required to pay the sum of $35.00 on account of said rental in sixty days and the balance in one hundred and twenty days from date.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 6, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that a communication from W. J. Felkner, Acting Marshal of the District, has been received on behalf of one Robert Turner concerning the conditions of payment to be made by said Turner for a lease of lands acquired from the District, approved at a meeting of the Board held on May 16, 1900 (page 6554 of the Proceedings). It is represented that said Turner is unable to pay in advance as the original lease required, and proposes that one half of the sum mentioned as rental, to-wit, $35.00 be paid in sixty days and the remainder in sixty days thereafter.

Inasmuch as the circumstances, as set forth in said communication, appear to justify an amelioration of the conditions of the original lease in this regard, the Committee recommends that the proposition of said Turner be accepted and that he be required to pay, within sixty days from the date thereof, the sum of $35.00 on account of the stipulated rental in said lease aforesaid, and that within sixty days thereafter, or within one hundred and twenty days from date thereof, he be required to pay the remainder of said rental, to-wit, the sum of $35.00.

Respectfully submitted.

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
ALEX. J. JONES,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

COMMUNICATION FROM LAKE CARRIERS' ASSOCIATION.

The Clerk presented and read a communication from a special committee of the Lake Carriers' Association, dated May 21, 1900, which on motion of Mr. Smyth, seconded by Mr. Jones, was ordered received and placed on file.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 13, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and eighty-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, June 13, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven members, were present, Mr. Braden arriving subsequently.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held June 6, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Eckhart.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. H. Abbott & Co. (drafting supplies)	$	2 10
Keuffel & Esser Company (drafting supplies)		9 90
Frederick Post Co. (blue prints)		15 67
Pearson Bros. (blue prints)		8 22

P. F. Pettibone & Co. (stationery)	$ 46 17	
Yawman & Erbe Mfg. Co. (stationery)	4 17	
John F. Higgins (printing)	3 75	
Burke & James (photo supplies)	106 24	
H. Isak (guage reading)	10 00	
Wygant & Ayres (rent Corwith, April and May, 1900)	25 00	
J. H. Alexander (rent Lockport, May, 1900)	17 00	
R. Seelig (gauge boards, etc.)	13 15	
Hibbard, Spencer, Bartlett & Co. (hardware)	7 96	
William Trinkaus (expense)	28 05	
W. T. Keating (expense)	39 87	
G. M. Wisner (expense)	45 64	
H. B. Alexander (expense)	112 89	
Donald Fraser (inspecting Tow-path Bridge)	84 00	
Robert W. Hunt & Co. (inspecting bridge material)	297 29	
Ralph Modjeski (professional services)	231 24	
Isham Randolph (gauge readers, etc.)	403 05	
Isham Randolph (expense)	312 09	
		$ 1,823 45

GENERAL ACCOUNT.

Samuel L. Hanks (awnings)	$ 6 00	
Thomas Bagley (life boats, etc.)	91 15	
Arthur W. Palmer (streams examination)	350 00	
Security Deposit Company (rent of offices, June, 1900)	518 33	
John F. Higgins (printing proceedings, May, 1900)	537 06	
Isham Randolph (transportation)	98 98	
		$ 1,601 52

CONSTRUCTION ACCOUNT.

Rathbone, Hair & Ridgway Company (Union Street Dock)	$ 1,629 00	
Isham Randolph (sundries)	511 83	
Trenton Iron Company (life lines)	1,803 28	
Charles F. Elmes Engineering Works (cylinder valves, Bear Trap Dam)	277 86	
		$ 4,221 97
Grand total		$ 7,646 94

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart (*except as to voucher in favor of Thomas Bagley for $91.15, on which he voted nay*). Jones (*except as to voucher in favor of Ralph Modjeski for $231.24, and Rathbone, Hair & Ridgway Company for $1,629 00, on which he was excused from voting*), Kelly, Smyth and Wenter—seven (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1,121, Clerical Department (5,000 small envelopes).....$ 9 00

Mr. Kelly, seconded by Mr. Jones, moved that Requisition No. 1,121, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH FRANK M. MONTGOMERY & CO. FOR RIGHT TO CONSTRUCT SIX MOVABLE HIGHWAY BRIDGES ACROSS CHICAGO RIVER UNDER PATENT RIGHTS OF SCHERZER ROLLING LIFT RRIDGE COMPANY.

The Clerk presented and read a report transmitting the agreement with Frank M. Montgomery & Co. for the right to construct six movable highway bridges across the Chicago River, under patent rights of The Scherzer Rolling Lift Bridge Company, the report setting forth that said agreement has been duly executed by the said company and also by the President and Clerk, as authorized by the Board at the meeting held May 23, 1900 (page 6572 of the Proceedings), and a duplicate copy of same delivered to said company, and recommending that said agreement be printed and placed on file.

By unanimous consent the report was ordered received, and with accompanying agreement printed and placed on file.

The following is

THE REPORT:

"CHICAGO, June 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement, dated May 23, 1900, with Frank M. Montgomery & Company for the right to construct six movable highway bridges across the Chicago River, under the patents of The Scherzer Rolling Lift Bridge Company, the same having been duly executed by said company and also by your President and Clerk, as authorized by the Board of Trustees at the meeting held May 23, 1900 (page 6572 of the Proceedings), and a duplicate copy of same delivered to said company, and I therefore recommend that said agreement be printed and placed on file.

Respectfully submitted,

JOSEPH F. HAAS,

Clerk."

The following is

THE AGREEMENT:

"*This Agveement,* Made and entered into this 23rd day of May, A. D. 1900, by and between the Sanitary District of Chicago, party of the first part, and Frank M. Montgomery and Uri W. Weston, co-partners doing business under the firm name and style of Frank M. Montgomery & Company, party of the second part:

Witnesseth: That, Whereas, The Sanitary District of Chicago is desirous of securing bids and letting contracts for the construction of six (6) movable highway bridges across the Chicago River at Eighteenth Street, Main Street, Randolph Street and such other three (3) points as may be selected by the said Sanitary District of Chicago, in the City of Chicago; said new bridges to be constructed without center piers and in place of the present bridges across the said Chicago River; and,

WHEREAS, The said Frank M. Montgomery & Company claims the exclusive right to construct Scherzer Rolling Lift Bridges in the County of Cook and State of Illinois, under the design and patents of The Scherzer Rolling Lift Bridge Company; and,

WHEREAS, The said Frank M. Montgomery & Company desires to sell to the said Sanitary District of Chicago the right to construct Scherzer Rolling Lift Bridges at the three (3) streets above mentioned and at such other three (3) points as may be selected by the said Sanitary District of Chicago, as above indicated, according to the plans and under the design and patents of The Scherzer Rolling Lift Bridge Company:

Now, therefore, it is agreed between the said parties:

First. That the said Frank M. Montgomery & Co. hereby sells, transfers and sets over to the said Sanitary District of Chicago, for the sum of one hundred and eight thousand ($108,000.00) dollars, the right to use the design and to construct said six (6) bridges under the design and patents of The Scherzer Rolling Lift Bridge Company at the crossing of the said Eighteenth, Main and Randolph Streets and the Chicago River, and at such other three (3) points across the Chicago River as may be selected by the said Sanitary District of Chicago, as aforesaid.

Second. That the said Frank M. Montgomery & Co. further agrees to prepare and deliver to the said Sanitary District of Chicago the designs and general plans for said six (6) bridges as follows:

One (1) design and completed general plans [illegible] from the date of receiving sufficient information from the Sanitary District of Chicago to allow the

second party to proceed with the making of said design and plans.

One (1) design and completed general plans nine (9) weeks from the date of receiving sufficient information from the Sanitary District of Chicago to allow the second party to proceed with the making of said design and plans.

One (1) design and completed general plans eleven (11) weeks from the date of receiving sufficient information from the Sanitary District of Chicago to allow the second party to proceed with the making of said design and plans.

One (1) design and completed general plans thirteen (13) weeks from the date of receiving sufficient information from the Sanitary District of Chicago to allow the second party to proceed with the making of said design and plans.

One (1) design and completed general plans fifteen (15) weeks from the date of receiving sufficient information from the Sanitary District of Chicago to allow the second party to proceed with the making of said design and plans.

One (1) design and completed general plans four (4) months from the date of receiving sufficient information from the Sanitary District of Chicago to allow the second party to proceed with the making of said design and plans.

The information above mentioned is to be determined by the Engineer of Bridges and Bridge Construction of the said Sanitary District of Chicago. All of said plans above mentioned shall be so complete in detail as to enable persons desiring to submit bids for the construction of said bridges, or one, or more of said bridges upon said design and plans, to intelligently bid thereon; and said plans shall also be so complete in every detail both of structure and machinery that the shop plans can be readily and promptly made therefrom. If, in the judgment of the Engineer of Bridges and Bridge Construction of the Sanitary District of Chicago, said plans or any of them are not so complete in detail, then the said Frank M. Montgomery & Company shall forthwith so elaborate said plans as to comply with the direction of the said Engineer of Bridges and Bridge Construction. In the event of the said party of the second part failing to forthwith comply with the direction of said Engineer of Bridges and Bridge Construction, as above required, then the said Sanitary District of Chicago may, at its election, and without notice to the said party of the second part, elaborate said plans and charge the expense thereof to the said party of the second part.

Third. The said Frank M. Montgomery & Company also agrees to examine and check the shop plans for said bridges; and the said party of the second part shall also supervise the construction and erection of said bridges without any further compensation from the said party of the first part than the said sum of one hundred and eight thousand ($108,000) dollars, so that the said bridges may be constructed in conformity with the said designs and plans and specifications furnished by the said party of the second part, as aforesaid.

Fourth. It is further agreed that the said Frank M. Montgomery & Company will cause to be executed and delivered to the said Sanitary District of Chicago a good and sufficient bond in the penal sum of one hundred and twenty-five thousand (125,000.00) dollars, with a surety company as surety thereon, to be approved by the Committee on Finance of the Sanitary District of Chicago. Said bond shall be conditioned for the successful operation of said bridges when completed according to the designs, plans and specifications furnished by the said party of the second part; also conditioned to indemnify, save and keep harmless the said Sanitary District of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against or result to said Sanitary District of Chicago on account of any infringement, or alleged infringement, at law or in equity, of any patent rights or patents by reason of the construction of said bridges in accordance with said design; and also conditioned for the faithful performance of all of said second party's obligations under this agreement.

Fifth. The said party of the second part further agrees to deliver to the said party of the first part the written consent of The Scherzer Rolling Lift Bridge Company to construct the bridges aforesaid upon the designs and patents aforesaid, without recourse to the said party of the first part.

Sixth. It is further agreed between the parties hereto that upon the proper execution of this agreement and the delivery thereof to the said party of the first part, and the filing of said written consent of The Scherzer Rolling Lift Bridge Company, and the acceptance by the party of the first part of the bond heretofore mentioned, the said party of

the first part will pay to the said party of the second part the sum of seventy-two thousand (72,000.00) dollars. The remainder of said one hundred and eight thousand (108,000.00) dollars, namely, thirty-six thousand (36,000.00) dollars, to be paid from time to time upon the voucher of the Engineer of Bridges and Bridge Construction as the work upon said bridges progresses. The final payment for each of said six (6) bridges shall be made upon the delivery of the plans for each bridge to the said Sanitary District of Chicago.

In Witness Whereof, The said party of the first part has caused these presents to be signed by its President and its seal to be hereto affixed, and attested by its Clerk; and the said party of the second part has caused these presents to be signed and sealed in its co-partnership name; and the said partners have also hereunto set their hands and seals, respectively, the day and year first above written.

The Sanitary District of Chicago,
(Signed) By WILLIAM BOLDENWECK,
President.
Attest:
JOSEPH F. HAAS,
Clerk.
[SEAL] FRANK M. MONTGOMERY & CO.,
[SEAL] URI W. WESTON,
[SEAL] FRANK M. MONTGOMERY.

The Scherzer Rolling Lift Bridge Company hereby consents to and approves the above and foregoing contract.
(Signed)
The Scherzer Rolling Lift Bridge Company,
By ALBERT H. SCHERZER,
President.
Attest:
C. L. KELLER, [SEAL]
Assistant Secretary."

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of May, 1900, which was read and, by unanimous consent, ordered printed and placed on file.

The following is

THE REPORT:

"*Receipts.*

Balance on hand at date of last report		$ 554,880 94
From County Treasurer, Sanitary District Tax Account	300,000 00	
From J. F. Haas, Clerk, Land Account	70 00	
From J. F. Haas, Clerk, Land Account	70 00	
From J. F. Haas, Clerk, Land Account	70 00	
		$ 300,210 00
Total cash received for month		$ 855,090 94

Disbursements.

Clerical Department	1,065 84	
Engineering Department	11,638 28	
Construction Account	210,335 01	
Law Department	3,678 44	
Land Account	15,737 00	
General Account	7,205 85	
Maintenance Account	6,288 23	
Bond Interest and Premium Account	32,500 00	
Police Department	2,617 67	
Tax Warrants Paid, Levy 1898	585 00	
Tax Warrants Paid, Levy 1899	520,982 51	
Interest Paid on Tax Warrants	15,279 63	
Total cash disbursed,		$ 827,913 46
Balance this date, in banks (as per schedule endorsed hereon)		27,177 48
		$ 855,090 94

Schedule.

Chicago National Bank	$ 1,238 70
National Bank of Illinois	25,938 78
Total	$ 27,177 48

CHICAGO, June 6, 1900.

(Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

REPORT IN REFERENCE TO COMPLETION OF ROAD AND REMOVAL OF SCALE HOUSE AT ROMEOVILLE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering (heretofore presented and re-referred to that Committee at the meeting held May 31st, page 6597 of the Proceedings), with reference to, and accompanied by, a communication from John J. Kieg, of the Village of Romeoville, in regard to the completion of a road and the removal of a scale house in said village, the report recommending that the Chief Engineer be authorized and directed to fix up and complete said road and remove the scale house belonging to John L. Norton situated thereon.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs to report that a complaint has been made by the officers of the Village of Romeoville that the road which the District has undertaken to construct has not, as yet, been finished, and requesting that some action be taken towards the early completion of the same and the removal of the scale house that is situated in said road.

The Committee recommends that the Chief Engineer be authorized and directed to remove from said road the scale house situated thereon, belonging to John L. Norton, and to otherwise fix up and complete said road.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

REPORT IN REFERENCE TO CONSTRUCTION OF WASTE GATES.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, recommending that the Chief Engineer be instructed to prepare plans and proceed with the construction of certain waste gates in accordance with the terms and provisions of a decree of the Will County Circuit Court, entered December, 1898; and, in case of emergency precluding sixty days' advertisement, that the work be done by hiring men and purchasing the necessary material.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that the work of the District has progressed so far that it has become necessary under the terms of the decree of the Will County Circuit Court, entered in December, 1898, and printed in the proceedings of the Board on pages 5328-5339, to cause to be built waste gates as described in Section 12 of said decree.

The Committee, therefore, recommends that the Chief Engineer of the District be, and he hereby is, directed to proceed to prepare plans for the construction of said waste gates; and that he be directed, when said plans shall have been completed, to proceed at once to the construction of said waste gates in accordance with the terms and provisions of said decree; provided, however, that, in case an emergency exists

precluding the usual sixty days' advertisement, the Engineer shall then proceed to do this work by hiring the necessary men and purchasing the necessary material, instead of letting the work by contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO RESPONSIBILITY OF DISTRICT TO MESSRS. STREETER & KENEFICK.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering as to the responsibility of the District to Messrs. Streeter & Kenefick, former contractors on Section "E," the report being accompanied by reports from the Attorney and General Counsel to the Committee, and also from the Chief Engineer of the District, and communication from Streeter & Kenefick in reference to the matter, and recommending that the report of said Attorney and General Counsel be read to the Board and printed in the Proceedings, and that Messrs. Streeter & Kenefick be notified by the Committee that the District recognizes no right of action against it by said firm.

Mr. Smyth, seconded by Mr. Braden, moved that the Committee report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 13, 1900.

To the Honorable the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Engineering reports an opinion from the Attorney of the District as to the question of the responsibility of the District to Messrs. Streeter & Kenefick, former contractors of Section "E," Main Channel. On January 9, 1900, said firm addressed a communication to the Honorable, the President of the Board of Trustees, asking for a settlement with the District on said work. Subsequently, the Chief Engineer reported a history of the contract with said firm, which said report together with the opinion of the Attorney and the General Counsel of the District, is hereto attached.

The Committee recommends that the report of said Attorney and General Counsel be read to the Board and printed in the proceedings; and that Messrs, Streeter & Kenefick be advised by the Committee that the Sanitary District recognizes no right of action against it by said firm.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
J. C. BRADEN,
THOMAS KELLY,
Z. R. CARTER,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(Fonr enclosures.)

The following are the

OPINIONS OF THE ATTORNEY AND GENERAL COUNSEL.

"CHICAGO, March 27th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with the directions of your Honorable Committee to report as to the responsibility of the District to Messrs. Streeter & Kenefick, at one time contractors for Section E of the Sanitary District Channel, I beg leave to report the following as the result of my investigation.

First. I find that the contract for Section E was awarded to Messrs. Streeter & Kenefick February 1, 1893; the amount which they were to receive for the completion of the entire contract being $504,455.00 (page 1033 of the Proceedings of the Board of Trustees). Thereafter Streeter & Kenefick commenced work upon their contract and continued work thereon until about the month of January, 1895. It appears

that the progress of the work was not satisfactory to the Chief Engineer, and from his report, which in this case is final and conclusive upon all parties, the contractors, Streeter & Kenefick, were in default in the performance of their contract on the 24th day of January, 1895. (Proceedings of the Board, pages 2451 and 2452.)

The contract to Messrs. Streeter & Kenefick, among other provisions, contained the following:

"Failure to Complete—It is further agreed by the said party of the second part that if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Engineer shall be of opinion, and shall so certify in writing to the said party of the first part, that said work or any part thereof is unnecessarily and unreasonably delayed, or that the contractor is wilfully and persistently violating any of the conditions or covenants of this contract, or is fulfilling said contract in bad faith, the said party of the first part shall have the power to notify said contractor to discontinue all work or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing said Engineer may use such tools, machinery and materials as may be found upon the line of said work. The cost of doing such work by the said Engineer shall be charged to the said contractor, and the expense so charged shall be deducted and paid by the said party of the first part out of such moneys as may be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, or any part thereof, so far as the same shall suffice therefor, and the balance, if any, shall be paid by said contractor on demand."

Under the provisions of the contract above quoted, the Chief Engineer acted in conformity therewith and the work on Section "E" was re let to Messrs. Angus & Gindele for a sum which equalled one-half cent less on the glacial drift and 30 cents lower on solid rock than the price which Streeter & Kenefick were to receive under their contract.

It appears that the result of the re-letting of the contract was that the work was done at a saving to the District of $70,927.40, and now Messrs. Streeter & Kenefick insist that the surplus or excess in the hands of the Sanitary District over and above what the District would have had to pay Streeter & Kenefick, had they performed the work, legitimately and properly belongs to them.

My conclusion is, first, that the certificate of the Chief Engineer to the Trustees of the Sanitary District, in which he certifies that Messrs. Streeter & Kenefick were not complying with their contract, and the fact that the action of the Chief Engineer was approved by the Trustees of the Sanitary District, and the contract re-let to other parties, amounted to a rescision by the District of the contract of Streeter & Kenefick, they being in default at the time the aforesaid action was taken.

The one who has been injured has an election to pursue any one of three remedies:

He may treat the contract as rescinded.

Adams vs. Burbank, 103 Cala., 646.

Draper vs. Randolph, 4th. Harr. (Del.), 454.

Lake Shore, etc., R. R. Co. vs. Richards, 152 Ill., 59.

Or he may keep the contract alive for the benefit of all parties, being at all time ready and able to perform.

Frost vs. Knight (L. R.), 7th Exch., 114.

Cadish vs. Young, 108 Ill., 170.

Zuck vs. McClure, 98 Pa. St., 54 .

Or he may treat the repudiation of the party in default as putting an end to the contract for all purposes.

Lake Shore, etc., R. R. Co. vs. Richards, 152 Ill., 59.

As before stated, in this case I am of the opinion that the action of the Board of Trustees amounted to a complete rescision of the contract, on the date of the action of the Board of Trustees upon the certificate of the Chief Engineer; and the fact that the Board reserved the

right to have recourse upon the bond of Messrs. Streeter & Kenefick, in the event of a loss, did not keep the contract alive to such an extent as to entitle Streeter & Kenefick to the profits, if any.

Derby vs. Sanford, 9 Cush.(Mass.),263.

I therefore am of the opinion that Messrs. Streeter & Kenefick have no right of action against the Sanitary District of Chicago, and no right to demand or have any of the profits or surplus in the hands of the Sanitary District remaining over after paying the contractor who completed the work.

Very respectfully,

(Signed) CHARLES C. GILBERT,
Attorney."

P. S.—Attached hereto is the report of the Chief Engineer in regard to the above matter.

"June 11th, 1900.

Committee on Engineering, Sanitary District of Chicago:

GENTLEMEN—I concur in the conclusions of the opinion by Mr. Gilbert, dated March 27th, 1900, as to the responsibility of the District to Messrs. Streeter & Kenefick.

Yours very truly,

(Signed) J. S. RUNNELLS."

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Wenter, the Board then adjourned.

Joseph F. Haas
Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 20, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninetieth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, June 20, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six members were present—Mr. Jones arriving subsequently.

President Boldenweck then called the Board to order.

MINUTES.

Consideration of the minutes of the regular meeting held June 13, 1900 was laid over on motion of Mr. Carter, seconded by Mr. Jones.

VOUCHERS.

The Clerk presented the following vouchers:

CLERICAL DEPARTMENT.

John F. Higgins (document wrappers)	$	3 00

GENERAL ACCOUNT.

Illinois Staats-Zeitung Company (advertising)	$ 1 63	
The Chicago Chronicle Company (advertising)	2 00	
The Chicago Times-Herald (advertising)	2 40	

The Tribune Company (advertising)	$ 3 00	
The Inter Ocean (advertising)	8 40	
The Construction News Company (advertising)	7 80	
The Engineering Record (advertising)	11 80	
The Joliet Times (advertising)	18 00	
Joliet Republican Printing Company (advertising)	22 50	
British-American Company (advertising)	8 40	
Standard Opinion Publishing Company (advertising)	12 40	
The Chicago Eagle (advertising)	15 00	
The Waukesha Water Company (water)	6 75	
John H. Batterman (envelopes)	14 50	
John M. Smyth Company (carpets)	158 60	
		$ 293 18

MAINTENANCE ACCOUNT.

Isham Randolph (watchmen and sundries)		$ 184 77

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 8,181 25	
The Toledo Bridge Company (Belt Railway Bridge)	2,454 38	
Heldmaier & Neu (Tail Race Pumping, etc.)	2,828 90	
Geo. M. Huss (Section K Temporary Bridge)	340 45	
The A., T. &. S. F. Ry. Co. (Section S Bridge)	134 51	
The P., C., C. & St. L. Ry. Co. (Pan Handle Bridge)	855 40	
C. T. T. R. R. Co. (Pan Handle Bridge)	289 32	
Chicago Junction Railway Company (Pan Handle Bridge)	319 63	
Standard Oil Company (Pan Handle Bridge)	51 00	
Daniel Sullivan (Bear Trap Dam Bridge)	106 00	
Canal Commissioners (Bear Trap Dam)	44 00	
Thomas Moulding Company (Bear Trap Dam)	421 60	
Strong, Bush & Handwerk (Jefferson Street Bridge)	24 81	
Joliet Railroad Company (Jefferson Street Bridge)	420 14	
Green's Dredging Company (Spry dock)	510 22	
General Electric Company (cable, Van Buren Street)	255 00	
Excelsior Iron Works (sluice way, Robey Street)	35 66	
Hibbard, Spencer, Bartlett & Co. (I. & M. Canal, Lock No. 1)	25 30	
A. J. Dunbar (I. & M. Canal, Lock No. 1)	25 87	
Geo. M. Huss (I. & M. Canal, Lock No. 1)	30 00	
Henry Stuckart (I. & M. Canal, Lock No. 1)	31 75	
Leyden & Doyle (I. & M. Canal, Lock No. 1)	72 18	
Canal Commissioners (I. & M. Canal, Lock No. 1)	227 25	
The Illinois Nail Company (I. & M. Canal, Lock No. 1)	258 75	
McArthur Bros. Co. and W. & Co. (I. & M. Canal, Lock No. 1)	801 10	
Francis Beidler & Co. (I. & M. Canal, Lock No. 1)	2,374 29	
L. Gowan (I. & M. Canal, Lock No. 1)	59 00	
Green's Dredging Company (I. & M. Canal, Lock No. 1)	1,596 99	
Gahan & Byrne (Dam No. 1, Sec. 18)	5,252 95	
		$ 28,107 70
Grand Total		$ 28,588 65

Mr. Carter, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—Six. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1122, General Account (cable wire, etc., Steamboat Juliet)....$24 10

Mr. Smyth, seconded by Mr. Jones, moved that requisition No. 1122, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Jones, Kelly, Mallette and Smyth—six. Nays Mr. Eckhart—one.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report of the Clerical Department for the month of May, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, June 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of May, 1900:

The total expenditure of the District for the month was $811,587.70, of which amount the sum of $274,740.56 was paid in Regular Warrants, and the sum of $536,847.14 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $585.00 was for 1898 Tax Warrants redeemed, $520,982.51 for 1899 Tax Warrants redeemed, and $15,279.63 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month was $1,089.83, of which amount the sum of $1,068.33 was for salaries and the sum of $21.50 for general office expenses.

There are no outstanding liabilities against the Clerical Department and the expenditure for the present month will be about $1,200.00.

The total amount expended for account of, and charged to, the General Account during the month was $7,131.25, divided as follows:

Rent for May, 1900	$ 478 33
Printing	279 44
Streams Examination	1,562 43
Salaries	2,891 65
General Expenses	501 39
Telephone and Toll Service	1,418 01
Total	$7,131 25

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total Tax Levy Warrants heretofore issued, the following amounts are still outstanding:

Against the Tax Levy of 1896	$ 10,963 39
Against the Tax Levy of 1899	1,312,167 37
Against the Tax Levy of 1900	379,209 17
Total	$ 1,702,339 93

The following is a tabulated statement of total expenditures for the month of May, 1900:

Account.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 11,608 27	.....	$ 11,608 27
Construction	230,293 53	.....	230,293 53
Clerical Department	1,089 83	.....	1,089 83
Law Department	2,997 41	.....	2,997 41
Land	17,237 00	.....	17,237 00
Treasury Department	166 66	.....	166 66
General	7,131 25	.....	7,131 25
Police Department	2,771 85	.....	2,771 85
Maintenance	1,444 76	.....	1,444 76
1898 Tax Warrants redeemed	.....	$ 585 00	585 00
1899 Tax Warrants redeemed	.....	520,982 51	520,982 51
Interest on Tax Warrants redeemed	.....	15,279 63	15,279 63
Total	$274,740 56	$536,847 14	$ 811,587 70

Respectfully submitted.

(Signed) JOSEPH F. HAAS, *Clerk.*"

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of May, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, June 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of May, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $274,801.42, divided as follows: Main Channel, $106 - 561.99; bridges, $126,864.69; general, $41,374.74.

The engineering expenses for the month were $12,262.80, divided as follows: Salaries, $9,926.55; supplies, etc., $2,336.25. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction

Chicago River Improvement—The work of the By-pass was practically completed; the only work done was paving, docking, the building of bridge protections, and repairs to the Pennsylvania company's freight house.

The Green's Dredging Company removed 14,383 cubic yards, scow measurement, of material from the river at Main Street and South Branch.

The work of dredging the South Fork proceeded nicely during the month; the contractors removed 22,800 cubic yards of hard pan, and 7,600 cubic yards of soft clay. All of this material was spoiled in the Lake Front Park.

The work at the C. T. T. R. R. Co.'s crossing of the river consisted in the placing of sheet piling, and bracing in the coffer dam and the driving of batter piles in the foundation of the east abutment.

The erection of the superstructure for the Taylor Street Bridge was begun on the 21st and continued throughout the balance of the month.

Illinois and Michigan Canal Improvement—Water was admitted to the lock at Bridgeport on the 1st of the month, and the first boat passed through on the 3d at about 1:00 P. M. A small force was engaged during the greater part of the month building the lock-keeper's house and in driving protection piles at each end of the lock. Before the end of the month, the entire work, excepting the painting of the house, was finished and turned over to the Canal Commissioners. The derricks, pumps, etc., belonging to

the Sanitary District, were removed and stored near the Robey Street warehouse. The machinery, etc., that had been rented were returned to their respective owners.

Section "O"—Some work was done by each of the railroad companies on their trestles during the month. Nothing was done by the contractors for the superstructure of the Eight-track Bridge.

Section "N"—Hayes Bros. abandoned their camp, and removed all their plant during the month.

Section "K"—The contractor for the substructure of the Belt Railway Company of Chicago's Bridge was engaged during the whole month excavating for the north abutment, and had the excavation nearly completed at the end of the same. Soft material was found in the bottom, and it was necessary to carry the excavation some two feet lower than is shown on plans. The bridge erectors were employed during the last half of the month unloading material and in building a pile driver for the false work. Very little was done during the first part of the month, owing to trouble with the men employed.

The Sanitary District employed a small force of men for about a week putting in three bents of trestle work under the west track of the Belt temporary bridge, where the wing of the north abutment of the permanent bridge came too close to same.

Section 15—The regular force of the Bear Trap Dam was engaged during the fore part of the month in attending to the work pertaining to the celebration of "Dewey Day." The railing along the south and east sides of the windage basin was finished, snubbing posts set for tying up boats and a platform erected to serve as a boat landing on top of the sluice gates. An extra force of men was engaged for a few days in backfilling at the southwest corner of the windage basin.

From the 11th to the end of the month a force of about twelve men were engaged in building the concrete abutments for the bridge over the Bear Trap Dam. This work was practically completed at the end of the month.

Section 17—Miscellaneous work done on this section was as follows: Excavating and concreting Tail Race pockets; filling outside of crib at Tow-Path Bridge; filling back of north dam; ball pointing Tail Race wall; pumping at Tail Race; service of 6-inch pump at Tow-Path Bridge; removing crib from mouth of Channel, etc.

Section 18—The work of excavating the Main Channel under the C., R. I. & P. R. R. Co.'s Bridge began on the 2d and concluded on the 29th.

The abutments and parapet walls of the Cass Street Bridge were completed on the 9th and the work on the superstructure was continued throughout the month.

The work of concreting around the piers and abutments of the Jackson Street Bridge was carried on from the 1st to the 22d, when this work was completed.

The Jefferson Street permanent bridge was entirely completed on the 4th. The removal of the temporary bridge began on the 15th and continued throughout the balance of the month.

The C., R. I. & P. Ry. Co.'s Bridge was also completed during the month.

General—A portion of the engineering force was engaged during the entire month taking flow measures in the Main Channel and in the I. and M. Canal.

Division of Drafting and Designing.

The regular platting was continued on the contour maps between Lockport and Willow Springs and the Atlas of the Right of Way.

The following drawings, etc., were made: Plat of strip of land to be condemned along the South Branch of the Chicago River between Eighteenth Street and the Fort Wayne Bridge; cross sections of the Illinois and Michigan Canal from recent notes. and plan showing location of bridges along South Branch of Chicago River.

Division of Records.

The work of this division for May has been carried on in the usual manner.

I estimate the expenses of this Department for the month of June will be $100,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF MAY, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 53 40	$ 2 02	$ 55 42	.....
Chicago River Improvement	2,246 78	362 17	2,608 95	$ 50,829 73
Right of Way	209 30	6 91	216 21	.....
Flow Measurements	1,298 75	712 62	2,011 37	.....
Disposal Works and Joliet Project	2,016 33	221 91	2,238 24	59,219 08
Reg. Construction—Main Channel and River Diversion	588 49	52 55	641 04	88 89
Lockport Temporary Roadway, Section 16	.....	.....	.....	2 30
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	10 47
Belt Ry. Co. of Chicago's Temporary Bridge, Main Channel, Section K	200 00	3 00	203 00	185 95
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Section K	330 00	8 75	338 75	862 50
Panhandle Temporary Bridges, Main Channel, Section O	150 00	9 50	159 50	1,357 93
Panhandle Permanent Bridge, Main Channel, Section O	70 00	196 36	266 36	.....
State Street Bridge, Chicago River	.....	1 54	1 54	12,000 00
Randolph Street Bridge, Chicago River	.....	1 54	1 54	12,000 00
Van Buren Street Approach Span, Chicago River	30 00	.....	30 00	6,882 92
Harrison Street Bridge, Chicago River	.....	1 55	1 55	12,000 00
Polk Street Bridge, Chicago River	.....	1 55	1 55	12,000 00
Taylor Street Bridge, Chicago River	148 05	.....	148 05	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	633 20	140 20	773 40	2,448 82
Eighteenth Street Bridge, Chicago River	.....	1 55	1 55	12,000 00
Canal Street Bridge, Chicago River	30 00	3 15	33 15	4,000 00
Main Street Bridge, Chicago River	.....	1 55	1 55	12,000 00
Bear Trap Dam Permanent Bridge, Section 15	10 00	35 88	45 88	35 38
Towpath Temporary Bridge, Section 17	.....	.....	.....	747 07
Towpath Permanent Bridge, Section 17	10 00	84 00	94 00	12,598 30
Jefferson Street Temporary Bridge, Section 18	.....	.....	.....	215 51
Jefferson Street Permanent Bridge, Section 18	320 00	139 88	459 88	10,895 89
Cass Street Permanent Bridge, Section 18	467 50	173 58	641 08	1,599 39
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18	15 00	.....	15 00	17,333 99
Mortar, Sand and Cement Tests	243 75	7 95	251 70	.....
Photographs of Works	150 00	117 47	267 47	.....
Improvement of I. & M. Canal between Bridgeport and Lockport	706 00	37 62	743 62	37,632 54
Thirty-ninth Street Tunnel	....	11 45	11 45	.....
Life Saving Apparatus	.....	.....	.....	3,742 20
Totals	$ 9,926 55	$2,336 25	$12,262 80	$282,688 86

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During May, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River	30,400	.....	.....	6,835
Section 17	1,240	.....	533	.....
Section 18	226	9,026	213.5	.....
Van Buren Street Approach Span, Chicago River	982.85	.....	99.86	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K.	2,000	.....	.....	.....
Cass Street Bridge, Section 18	300	20	187	.....
Jefferson Street Bridge, Section 18	180	40	122	.....
C., R. I. & P. Ry. Co.'s Bridge, Section 18	.....	75	—89.8	.....
Totals	35,328 85	9,161	1,065.56	6,835

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Done During May, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$54,269 56	.....	.....	$ 54,269 56
Section O	.....	$ 1,357 93	.....	1,357 93
Section K	.....	185 95	.....	185 95
Section 12	88 89	.....	.....	88 89
Section 16	2 30	.....	.....	2 30
Section 17	6,692 56	747 07	.....	7,439 63
Section 18	43,584 52	215 51	.....	43,800 03
Disposal Works	1,924 16	.....	.....	1,924 16
State Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Randolph Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Van Buren Street Approach Span, Chicago River	.....	4,837 69	.....	4,837 69
Harrison Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Polk Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	2,798 65	.....	2,798 65
Canal Street Bridge, Chicago River	.....	4,000 00	.....	4,000 00
Eighteenth Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Main Street Bridge, Chicago River	.....	12,000 00	.....	12,000 00
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K.	.....	975 00	.....	975 00
Romeo Road Bridge, Main Channel, Sec. 12	.....	10 47	.....	10 47
Bear Trap Dam Bridge, Main Channel, Section 15	.....	35 38	.....	35 38
Towpath Bridge, Main Channel, Sec. 17	.....	12,598 30	.....	12,598 30
Cass Street Bridge, Main Channel, Sec. 18	.....	1,790 29	.....	1,790 29
Jefferson Street Bridge, Main Channel, Sec. 18	.....	11,079 71	.....	11,079 71
C., R. I. & P. Ry. Co.'s Bridge, Main Channel, Sec. 18	.....	14,232 74	.....	14,232 74
Illinois and Michigan Canal Improvement	.....	.....	$37,632 54	37,632 54
Life Saving Apparatus	.....	.....	3,742 20	3,742 20
Totals	$106,561 99	$126,864 69	$41,374 74	$ 274,801 42

REPORT IN REFERENCE TO EXECUTION OF LEASE WITH HERMAN FANDREY (FRENDRY).

The Clerk presented a report transmitting the lease of the Sanitary District with Herman Fandrey (Frendry), the report setting forth that said lease has been duly executed by said party and also by the President and Clerk as authorized by the Board at the meeting held April 11, 1900 (page 6407 of the Proceedings), and a duplicate copy of same delivered to said party and also setting forth the receipt of one year's rent in advance on account of said lease and recommending that the conditions of same be printed in the proceedings and that said lease be placed on file with the Clerk.

By unanimous consent the report was ordered received and, with accompanying lease, printed and placed on file.

The following is

THE REPORT:

"CHICAGO, June 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease of the Sanitary District of Chicago with Herman Fandrey (Frendry) for the term of one year, ending January 1st, 1901,

the same having been duly executed by said party and also by the President and Clerk as authorized by the Board of Trustees at the meeting held April 11th, 1900, (page 6407 of the Proceedings), and a duplicate copy of same delivered to said Fandrey, the sum of twenty-four dollars and fifty cents ($24 50) having been received from said Fandrey, being for one year's rent in advance for the period ending as above stated, and I therefore recommend that the several conditions of said lease be printed in the proceedings of the Board and that said lease be placed on file with the Clerk.

By an error in the original report, the name was given as Frendry, but should have been Fandrey, and consequentiy the lease has been duly executed under the last mentioned name by the proper party.

Respectfully submitted,

JOSEPH F. HAAS,
Clerk."

The following are

THE TERMS OF LEASE NO. 10.

This Indenture, Made this thirty-first (31st) day of January, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Herman Fandrey, of Cook County, Illinois, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Cook and State of Illinois, known and described as follows, to-wit: Lots three (3) and four (4) of subdivision of Lot thirteen (13) in Carrington's Subdivision of the south half north of river of Section six (6), Township thirty-seven (37) North, Range twelve (12) East of the Third Principal Meridian, lying north of the Desplaines River and South of the southerly right of way line of the Chicago, Santa Fe and California Railway Company, in Cook County and State of Illinois, containing seven (7) acres more or less, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the second (2d) day of January, in the year of our Lord one thousand nine hundred, for, and during and until January first (1st), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election, to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again repossess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party in Chicago, the sum of twenty-four and fifty one-hundredths (24.50) dollars per annum, payable in advance.

(*The remaining terms of Lease No. 10 are identical with those of Lease No. 4 as printed in the Proceedings, page 6430.*)

REPORT IN REFERENCE TO EXECUTION OF LEASE WITH ROBERT TURNER.

The Clerk presented a report transmitting the lease of the Sanitary District with Robert Turner and setting forth that said lease has been duly executed by said Turner and also by the President and Clerk as authorized by the Board at the meeting held May 16, 1900 (page 6554 of the Proceedings) and a duplicate copy of same delivered to said Turner and also setting forth the receipt of two notes from said Turner for one year's rent in advance on account of said lease and in accordance with the further authority of the Board at the meeting held June 6, 1900, (page 6602 of Proceedings), and recommending that the conditions of said lease be printed in the Proceedings and that said lease be placed on file with the Clerk.

By unanimous consent the report was ordered received, and with accompanying lease, printed and placed on file.

The following is

THE REPORT:

"CHICAGO, June 20, 1899.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease of the Sanitary District of Chicago with Robert Turner for the term of one year, ending February 28th, 1901, the same having been duly executed by said Turner and also by the President and Clerk as authorized by the Board of Trustees at the meeting held May 16th, 1900 (page 6554 of the Proceedings), and a duplicate copy of same delivered to said Turner, his two notes for the sum of thirty-five (35.00) dollars each, dated May 26th, 1900, and due in sixty (60) and one hundred and twenty (120) days from date, having been received from said Turner and placed in bank for collection, being for one (1) year's rent in advance, for the period ending as above stated and being in accordance with the further authority of the Board of Trustees at the meeting held June 6th, 1900 (page 6602 of the Proceedings), and I therefore recommend that the special conditions of said lease be printed in the proceedings of the Board and that said lease be placed on file with the Clerk.

Respectfully submitted,

JOSEPH F. HAAS,
Clerk."

The following are

THE TERMS OF LEASE NO. 11:

"*This Indenture*, Made this seventh (7th) day of May, in the year of our Lord one thousand nine hundred, between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and Robert Turner, of Will County, Illinois party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Will and State of Illinois, known and described as follows, to-wit: That part of Sections ten (10), eleven (11), fourteen (14) and fifteen (15), in Township thirty-six (36) North, Range ten (10), East of the Third Principal Meridian, otherwise described as a strip of land on Contract Section fourteen (14), lying west of a line two hundred (200) feet distant from, measured at right angles in a westerly direction and parallel to the west bank of the Main Drainage Channel of the Sanitary District of Chicago and east of a line seven hundred (700) feet distant from, measured at right angles in a westerly direction and parallel to the west bank of the Main Drainage Channel of said Sanitary District, containing twenty (20) acres, more or less, excepting therefrom the Main Drainage Channel of the Sanitary District of Chicago and a strip of land two hundred (200) feet wide on each side of said channel and adjacent thereto.

To Have and to Hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of March, in the year of our Lord one thousand nine hundred, for and during and until February twenty-eight (28), A. D. one thousand nine hundred and one (1901).

It is further expressly covenanted and agreed, however, by and between the parties aforesaid, that said party of the first part, its successors or assigns, reserves to itself the right, at any time, at its election,

to declare said lease terminated and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again repossess and enjoy said premises as in its first and former state. Said party of the first part hereby covenants and agrees, in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said Board of Arbitrators to be final and binding upon both parties to this lease.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, its successors and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of said first party, in Chicago, the sum of seventy (70) dollars per annum, payable in advance."

(*The remaining terms of Lease No. 11 are identical with those of Lease No. 4 as printed in the Proceedings, page 6430.*)

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of May, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT.

"CHICAGO, June 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to transmit herewith the report of the Law Department for the month of May, 1900.

The following are the expenses and disbursements for the month of May, 1900:

SALARIES.

Attorneys	$1,366 68	
Office force	435 00	
		$ 1,801 68

GENERAL EXPENSES.

Right of way (salaries)	$ 125 00	
Expense Account	1,041 48	
Printing and stationery	229 25	
		$ 1,195 73
Total		$ 2,997 41

The following suits have been begun during the month:

James Davidson vs. the Sanitary District of Chicago; No. 9290, in the District Court of the United States for the Northern District of Illinois. This is a suit in libel for repairs to the steamer "Juliet," for $6,483.28. Exceptions to the libel have been filed on behalf of the defendant.

Sanitary District of Chicago vs. Clifford Williams, et al.; Gen. No. 206,767, in the Circuit Court of Cook County. This is a condemnation suit filed for the purpose of acquiring title to certain property adjacent to the Chicago River.

The Supreme Court of the United States, of its own motion, continued the case of the State of Missouri vs. the Sanitary District of Chicago et al. to the October term next.

The case of McMahon and Montgomery et al. vs. the Sanitary District was reached for trial before Judge Hanecy and continued on motion of the plaintiffs.

An opinion has been rendered on the legal questions arising in connection with the proposed removal of the center pier bridges in the Chicago River.

Investigations and reports have been made on the claims of John McNamara, George H. Witly, Alexander Walker and M. F. Ruddy.

In addition to the above the preparation of pleadings and evidence in the various suits to which the District is a party, investigations as to the ownership of certain property contiguous to the North Branch of the Chicago River and the regular routine work of the office have occupied the time of the department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,

Attorney."

REPORT IN REFERENCE TO CONSTRUCTION OF BRIDGE AT CALIFORNIA AVENUE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Com-

mittee on Engineering, recommending that the District construct a swing bridge across the Main Channel at its intersection by California Avenue, in the City of Chicago, the character of the same to be determined later.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Kelly, Mallette and Smyth—five. Nays—Mr. Eckhart—one. Excused and not voting, Mr. Jones—one.

Upon this result the President declared the motion carried.

In the same connection Mr. Eckhart asked permission to file a minority report in reference to the matter, the same being granted by unanimous consent.

The following is

THE REPORT:

"CHICAGO, June 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that it has had under consideration the necessity for building a swing bridge across the Main Channel of the Sanitary District where it is intersected by California Avenue, in the City of Chicago.

Your Committee recommends that the District construct a swing bridge at the place mentioned; the character of said bridge, however, to be selected hereafter.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH PAGE & SHNABLE FOR RIGHT TO CONSTRUCT A MOVABLE HIGHWAY BRIDGE ACROSS THE CHICAGO RIVER AT ASHLAND AVENUE UNDER PATENT RIGHTS OF J. W. PAGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting form of agreement between the Sanitary District of Chicago and Messrs. Page & Shnable for the right to construct a movable Highway Bridge across the Chicago River at Ashland Avenue, under the design and patent of J. W. Page; the report recommmending that the plans and specifications of the proposed bridge shall provide for a clear opening of 140 feet in the center, an ultimate channel of 200 feet and a depth of 30 feet, and also recommending that the President and Clerk be authorized and directed to execute said agreement on behalf of the District, upon the same being executed by said Page & Shnable, and upon the execution of same and approval of required bond by the Committee on Finance, to draw a warrant in the sum of $10,000, to be applied in part payment of the consideration expressed in said agreement.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Smyth—six. Nays—Mr. Mallette—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a form of an agreement between the Sanitary District and J. P. and E. R. Shnable, co-partners doing business as Page & Shnable.

The District desires to secure bids for the construction of one movable highway bridge across the Chicago River at Ashland Avenue, without center pier and in place of the present bridge at that site. Page & Shnable propose to sell to the District for the sum of $15.-000.00 the right to construct said bridge under the design and patents of J. W. Page. The said firm of Page & Shnable also agrees to prepare and deliver within a specified time the design and general plans for the said proposed bridge and to supervise the construction and erection of the same without further compensation than that above mentioned.

Your Committee recommends that the plans and specifications of the proposed bridge to be built at Ashland Avenue shall be so prepared that the bridge when completed shall have a clear

opening of one hundred and forty (140) feet in the center and shall be otherwise so constructed as to provide for an ultimate channel of two hundred (200) feet in width and a depth thereof of thirty (30) feet. The design and plans are to be so made as to conform to the requirements of the Municipal Art League of Chicago, provided said requirements do not materially add to the cost of making said design and plans. Page & Shnable will furnish to the District a good and sufficient bond in the sum of twenty-five thousand (25,000.00) dollars, conditioned in the usual form for the successful operation of the bridge when completed; and also conditioned to indemnify the District for the infringement of any patents.

Your Committee further recommends that the President and Clerk of the District be authorized and directed to execute said agreement on behalf of the District, upon the same being executed by the said Page & Shnable; and that the President and Clerk of the District be authorized and directed to draw a warrant in favor of Page & Shnable in the sum of ten thousand dollars ($10,000.00), when said contract has been duly executed by the said Page & Shnable, and upon the approval of the bond required to be furnished by Page & Shnable by the Committee on Finance; said sum of money shall be applied in part payment of the consideration expressed in said contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

Z. R. CARTER,
THOMAS KELLY,
B. A. ECKHART,
WM. BOLDENWECK,
ALEX J. JONES,
Committee on Engineering."

(Eleven enclosures and form of agreement.)

REPORT IN REFERENCE TO AGREEMENT WITH PEOPLE'S GAS LIGHT AND COKE COMPANY FOR PURCHASE OF CERTAIN REAL ESTATE.

Mr. Carter, Chairman, presented and the Clerk read a report from the Joint Committee on Finance and Engineering, transmitting agreement with the People's Gas Light and Coke Company for the purchase of certain real estate contiguous to the Chicago River; the report recommending that the President and Clerk be authorized to execute and deliver said agreement to the People's Gas Light and Coke Company on receiving from said company a deed for certain real estate, together with a resolution from the Board of Directors of said company that said company will hold the District harmless from any claims arising upon a certain mortgage.

Mr. Carter, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering respectfully report that they have had under consideration the purchase from the People's Gas Light and Coke Company of certain real estate contiguous to the Chicago River, and that a contract hereto attached in duplicate has been prepared by the Attorney of the District and properly executed by the People's Gas Light and Coke Company, whereby the District agrees to purchase said real estate; the District to excavate the same at its expense and to construct a dock along the new dock line; the dock to become the property of the Gas Company when so constructed.

Your Committee recommends that the President and Clerk of the District be authorized and directed to execute said contract and to deliver the same to the People's Gas Light and Coke Company upon receiving from said Gas Company a deed for said real estate, together with a resolution of its Board of Directors to the effect that said Gas Company will hold the District harmless as against any claim arising upon a mortgage held

by the Farmers' Loan and Trust Company.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
THOMAS A. SMYTH,
THOMAS KELLY,
J. P. MALLETTE,
B. A. ECKHART,
ALEX. J. JONES,
WM. BOLDENWECK.

Joint Committee on Finance and Engineering."

(Accompanied by form of agreement in duplicate.)

COMMUNICATION FROM OSSIAN GUTHRIE IN REFERENCE TO MAINTENANCE OF WATER LEVEL IN ILLINOIS AND MICHIGAN CANAL.

Under the head of new business the Clerk presented and read a communication from Ossian Guthrie, in reference to the maintenance of the water level in the Illinois and Michigan Canal, which by unanimous consent, was referred to the Committee on Engineering.

ORDER FOR PAYMENT OF MATURING BONDS AND INTEREST.

Mr. Carter presented, and the Clerk read, an order for the payment of $382,655 for account of interest and principal on bonds maturing July 1st, 1900.

Mr. Eckhart, seconded by Mr. Carter, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDER:

"*Ordered*, That the Clerk of the Sanitary District of Chicago be, and he hereby is, instructed to draw a warrant, payable to the order of the Treasurer of the District for the sum of three hundred and eighty-two thousand six hundred and sixty-five (382,665) dollars to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the first day of July, 1900, as follows:

Third issue, 150 bonds (sixth payment.....	$150,000
Second issue, six months' interest on $2,100,000, at five per cent...	$52,500
Third issue, six months' interest on $2,250,000, at five per cent...	56,250
Fourth issue, six months' interest on $3,000,000 at four and one-half per cent.....	67,500
Fifth issue, six months' interest on $640,000 at four and one-half per cent.....	14,400
Sixth issue, six months' interest on $680,000, at four and one-half per cent.....	15,300
Seventh issue, six months' interest on $200,000, at three and one-half per cent.....	3,500
Eighth issue, six months' interest on $190,000, at three and one-half per cent.....	3,325
Ninth issue, six months' interest on $1.000,000 at four per cent (less one day).....	19,890
Total interest.....	$232,665
Grand total.....	$382,665

ORDER FOR REORGANIZING OF ENGINEERING AND POLICE DEPARTMENTS.

Mr. Eckhart presented, and seconded by Mr. Kelly, moved the adoption of the following

ORDER:

"*Ordered*, That the Joint Committee on Engineering and Health and Public Order take up the question of the reorganization of the forces employed in the Engineering and the Police Departments, with a view of reducing the same, and report its action to this Board at a date not later than July 2d, 1900."

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones (*except as to Police Department, on which he voted nay*), Kelly, Mallette, Smyth (*except as to Police Department, on which he voted nay*)—seven (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

Before voting Mr. Jones made the following explanation which he desired to have recorded in the Proceedings, permission being granted by unanimous consent:

I vote "aye" in regard to the Engineering Department and vote "nay" as to the Police Department, because the form of the order does not admit of increase in the Police Department in case it should be found necessary.

OPENING OF BIDS FOR BONDS OF TENTH ISSUE.

The President then announced that in conformity with the advertisement inviting bids for the purchase of one million dollars 4 per cent currency bonds of the District (being the tenth issue), the Board would now proceed to the opening and consideration of the bids received in response to said advertisement.

The Clerk then presented and opened the bids received, as shown hereafter.

A communication from S. A. Kean, not being accompanied by the required deposit was rejected, being informal under the conditions of the advertisement.

The Board then took a recess of five minutes for the purpose of considering the bids just received.

On re-convening, Mr. Jones presented, and seconded by Mr. Carter, moved the adoption of the following

ORDER:

"*Ordered*, That the bid of Feder, Holzman & Co. and The Trowbridge & Niver Company be accepted, the same being the highest and best bid and the most favorable to the District, and that the President and Clerk execute the several bonds for the said issue and deliver the same to the Treasurer, taking his receipt therefor, and that the Treasurer be authorized and directed to deliver the entire issue of said bonds to the said highest and best bidders, upon the payment to him of the amount of said bid at once, or to deliver as ready on payment proportionate amount."

On roll-call, on the motion for the adoption of the order, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon this result the President declared the motion carried.

Mr. Carter, seconded by Mr. Mallette, then moved that the check received from the lowest bidder be returned.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE SUMMMARY OF BIDS FOR BONDS OF TENTH ISSUE ($1,000,000).

Opened June 20, 1900.

No. of Bid as Receiv'd	NAME AND ADDRESS OF BIDDER.		Amount Bid For.	Amount of Premiums.	Aggregate Amount of Bid.	Rate.	Amount Deposited With Bid.
1	Feder Holzman & Co., Cincinnati. Trowbridge & Niver Co., Chicago.	Jointly	$1,000,000	$16,137 50	$1,016,137 50	101.6375	$30,000
2	First National Bank, Chicago..... Farson, Leach & Co., Chicago..... The Merchants' Loan and Trust Co., Chicago..... Illinois Trust and Savings Bank, Chicago..... N. W. Harris & Co.....	Jointly	$1,000,000	$14,178	$1,014,178	101.4178	$30,500

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Smyth, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 27 AND 29, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, June 27, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Carter, Eckhart and Mallette, four members, were present. No quorum.

At 2:30 P. M., no other members having arrived, on motion of Mr. Mallette, seconded by Mr. Eckhart, the Board then adjourned.

Joseph F. Haas

Clerk.

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security building, Friday, June 29, 1900, at 2 o'clock P. M., pursuant to call.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members—were present.

President Boldenweck then called the Board to order.

CALL FOR MEETING.

The Clerk then read the call for the meeting which is as follows:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the request of President Boldenweck and in accordance with Rule 4 of the Rules and Regulations, I hereby call a special meeting of the Board of Trustees of the Sanitary District of Chicago, to be held in the rooms of the Board, Security Building, Chicago, Illinois, on Friday, June 29th, 1900, at 2 o'clock P. M. for the purpose

of considering and passing upon an ordinance declaring the purpose of the issue of certain bonds authorized by an ordinance passed by the Board of Trustees May 31, 1900; and also for the purpose of considering and passing on the payment of current pay rolls and vouchers of the District; and also for the purpose of receiving and passing on reports of the various Committees of the Board of Trustees, and for such other business as may properly come before said meeting.

JOSEPH F. HAAS,
Clerk."

MINUTES.

Consideration of the minutes of the regular meeting held June 13, 1900, was again laid over by unanimous consent.

MESSAGE IN REFERENCE TO TEMPORARY CLOSING OF MAIN CHANNEL.

The President presented, and the Clerk read, a message calling the attention of the Board to the necessity for the temporary closing of the Main Channel to the various pleasure boats on account of the danger to the trestle works at Campbell Avenue and Western Indiana Belt Line, and requesting that the Board take action before granting any permits or accepting bonds from these excursion boats for navigating the Channel, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE MESSAGE:

"CHICAGO, June 27th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Having called the attention of the Committee on Engineering to the necessity of closing the Main Channel to the various pleasure boats now navigating the same, I would now most respectfully call your attention to this urgent need owing to the danger which is occasioned by these boats in passing through the trestle works located at Campbell Avenue and at the Western Indiana Belt Line. The contractors for the erection of the bridges at these points are very much afraid that a serious accident will occur some day by reason of the collisions at these points between the boats and the trestle works. The contractors are compelled to erect false work upon which to construct the bridges, and if any of the boats should encounter these false works the entire work completed at the time would be precipitated into the Canal.

I respectfully request that you take action on this communication before granting any permits to and accepting any bonds from these excursion boats to navigate the Channel.

Respectfully submitted,

WILLIAM BOLDENWECK,
President."

RESOLUTION IN REFERENCE TO REDUCTION OF ENGINEERING FORCE.

Mr. Eckhart moved that the Board take a recess for thirty minutes so that the Engineering Committee might convene and consider the order adopted June 20, 1900 (page 6627 of the Proceedings), in reference to the reorganization of the Engineering Department.

Mr. Jones, seconded by Mr. Smyth, moved as a substitute the following resolution:

"WHEREAS, This Board of Trustees did on the 20th day of June, 1900, adopt the following order:

'*Ordered*, That the Joint Committee on Engineering and Health and Public Order take up the question of the reorganization of the forces employed in the Engineering and the Police Departments, with a view of reducing the same, and report its action to this Board at a date not later than July 2d, 1900;' and,

WHEREAS, No meeting of said Joint Committee has been held, or action on said order taken, up to this date, although this is the last meeting of this Board previous to July 2d, the date mentioned in said order; therefore be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that the Committee on Engineering be and the same are hereby directed to reduce said engineering force to fifty members, and that said Committee be further directed to meet immediately upon the adjournment of this Board and proceed to execute the directions herein set forth."

On roll-call on the substitute motion of Mr. Jones, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly Mallette Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, June, 1900)	$ 1,250 00	
Engineering Department (Division of Construction Roll, June, 1900)	5,849 75	
Engineering Department (Division of D. & D. Roll, June, 1900)	2,098 80	
Engineering Department (Division of Records Roll, June, 1900)	698 75	
		$ 9,897 30
Clerical Department (Clerk's Roll, June, 1900)		1,068 34
Law Department (Attorney's Roll, June, 1900)	$ 1,468 34	
Law Department (Joliet Roll, June, 1900)	458 34	
		1,926 68
Treasury Department (Treasurer's Roll, June, 1900)		166 66
General Account (General Roll, June, 1900)	$ 391 67	
General Account (Special Roll, June, 1900)	310 00	
General Account (Streams Examination Roll, June, 1900)	135 00	
General Account (Trustees' Roll, June, 1900)	2,333 34	
		3,170 01
Maintenance Account (Controlling Works Roll, June, 1900)		905 00
Police Department (Marshal's Roll, June, 1900)		2,468 47
Total		$19,602 46

LAW DEPARTMENT.

John S. Runnells (services, general counsel, June, 1900)	416 67

GENERAL ACCOUNT.

John R. Neely (services, streams examination, June, 1900)	50 00

MAINTENANCE ACCOUNT.

Joseph F. Haas, Clerk (work through Joliet)	328 12

CONSTRUCTION ACCOUNT.

Joseph F. Haas, Clerk (Bear Trap Dam)	$ 101 08	
Lydon & Drews Company (lake front filling)	2,400 00	
		2,501 08
Grand total		$22,898 33

Mr. Carter, seconded by Mr. Eckhart, moved that the vouchers as read and shown above, with the exception of the one in favor of Lydon & Drews Company for $2,400, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result, the President declared the motion carried.

Mr. Jones, seconded by Mr, Smyth, then moved that the voucher in favor of Lydon & Drews Company for $2,400, as read and shown above, be approved and ordered piad.

Mr. Mallette, seconded by Mr. Carter, moved as a substitute that the voucher be referred back for legal opinion.

On roll call on the substitute motion of Mr. Mallette, the vote stood: Yeas—Messrs. Carter, Eckhart and Mallette—three. Nays—Messrs. Boldenweck, Braden, Jones, Kelly, Smyth and Wenter—six.

Upon this result the President declared the substitute motion lost.

On roll-call on the original motion of Mr. Jones that the voucher be approved and ordered paid, the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—Messrs. Carter, and Eckhart—two.

Upon this result the President declared the motion carried.

RESIGNATION OF CLERK.

The Clerk presented and read the following

RESIGNATION:

"CHICAGO, June 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Having associated myself in a business that will prevent me from devoting all my time to the duties devolving upon the Clerk of this District, I beg leave to herewith tender my resignation as Clerk of the Sanitary District of Chicago, to take effect at the pleasure of your Honorable Body.

I desire to take this opportunity of thanking the Trustees, collectively and individually, for the uniform courtesy and kindness shown me at all times, and to convey to the officers and employes of the District my deep regret at severing the pleasant relations which have existed between us during my term of office.

Very respectfully,

(Signed) JOSEPH F. HAAS."

Mr. Eckhart, seconded by Mr. Jones, moved that the resignation be accepted, to take effect July 15, 1900.

The motion prevailed unanimously and it was so ordered.

REQUISITION.

The Clerk presented the following requisition:

No. 834, Law Department (envelopes and Attorney's docket)..$12 00

Mr. Mallette, seconded by Mr. Jones, moved that Requisition No. 834, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH PEOPLE'S GAS LIGHT AND COKE COMPANY FOR PURCHASE OF CERTAIN REAL ESTATE.

The Clerk presented and read a report transmitting the agreement with the People's Gas Light and Coke Company for the purchase of certain real estate contiguous to the Chicago River, the report setting forth that a deed for said real estate, together with a resolution of the directors of said company, has been received and a duplicate copy of said agreement delivered to said company in accordance with the authority of the Board at the meeting held June 20, 1900 (page 6626 of the Proceedings), and recommending that said agreement be printed and placed on file.

By unanimous consent the report and accompanying agreement were ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO. June 27th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement, dated June 20, 1900, with the People's Gas Light and Coke Company for the purchase of certain real estate contiguous to the Chicago River, the same having been duly executed by your President and Clerk, and I would further report that a deed for said real estate, together with a resolution of the board of directors of said gas company to the effect that said company will hold the District harmless against any claim arising upon any mortgage, having been received from said company, I have thereupon delivered a duplicate copy of said agreement to said company, as authorized by the Board of Trustees at the meeting held June 20th, 1900, page 6626 of the Proceedings, and I therefore recommend that said agreement be printed and placed on file.

Respectfully submitted,

JOSEPH F. HAAS,

Clerk."

The following is

THE AGREEMENT:

This Agreement, Made and entered into this 20th day of June, A. D. 1900, by and between the Peoples' Gas Light and Coke Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Sanitary District of Chicago, a municipal corporation, party of the second part, witnesseth:

That the said party of the first part, in

and for the consideration of one dollar ($1.00), to it in hand paid, the receipt whereof is hereby acknowledged, and for the further consideration of the covenants and conditions of this agreement by the Sanitary District of Chicago, to be kept and performed, hereby agrees to convey to the said Sanitary District of Chicago, by a good and sufficient deed, the following described real estate, to-wit:

That part of Lot five (5) in Block three (3) and Block four (4) of Canal Trustees' Subdivision of the blocks in the south fractional half of Section twenty-nine (29), Township thirty-nine (39) North, Range fourteen (14), East of the Third (3rd) Principal Meridian, lying northeasterly of the following described line:

Beginning at a point in the south line of that part of Lot five (5) in said Blocks three (3) and four (4) of Canal Trustees' Subdivision of the blocks in the south fractional half of Section twenty-nine (29), recently purchased by the United States government for the purpose of widening the South Branch of the Chicago River, one hundred and seventy-three (173) feet west of the point of intersection of the east line of said Lot five (5) with the present (June 1, 1900) dock line of the South Branch of the Chicago River, measured along said south line; running thence southeasterly to an angle in the present (June 1, 1900) south dock line of the South Branch of the Chicago River, the above described line continued in the same direction, intersecting the west line of Lot one (1) in said Blocks three (3) and four (4) at a distance of two hundred and forty (240) feet from the southeast corner of said Lot one (1), measured along said west line, excepting therefrom the tract of land recently purchased by the United States Government; the above described tract of land containing five thousand one hundred and ten (5,110) square feet, more or less, and shown on the plat hereto attached.

And also that part of Lots twenty-eight (28), twenty-nine (29), thirty (30) and thirty-one (31) in Green's South Branch Addition to Chicago, being the north fractional part of Section twenty-nine, Township thirty-nine (39) north, Range fourteen (14), east of the Third (3rd) Principal Meridian, except the east sixteen and seventy-two one hundredths (16.72) acres, lying south of of the following described line:

Beginning at a point on the east line of Lot thirty-one (31), Green's South Branch Addition, two hundred and fifty-one (251) feet south of the northeast corner of said Lot thirty-one (31), measured along said east line; running thence northwesterly to a point in the present (June 1, 1900) north dock line of the South Branch of the Chicago River, intersecting the west line of Lot twenty-nine (29) in said Green's South Branch Addition at a point two hundred and sixty-six (266) feet south of the northwest corner of said Lot twenty-nine (29), measured along said west line, containing four thousand five hundred and twenty-nine (4,529) square feet, more or less; all of said described land being situated in the County of Cook and State of Illinois.

And the said party of the second part, the Sanitary District of Chicago, in consideration of the undertakings by the party of the first part as above set out, at its own sole cost and expense, agrees to excavate said last described real estate lying between the present dock line and the proposed new dock line, and to build a dock along the proposed new dock line of the South Branch of the Chicago River; and. also, at its own sole cost and expense, to build a dock along the present west dock line of Allen's canal, from the point of intersection of the said proposed new north dock line with said west line of Allen's canal in a northerly direction for a distance of fifty (50) feet; and, also, to construct a dock along the present east dock line of Throop's canal, from the point of intersection of said new north dock line with said east dock line of Throop's canal in a northwesterly direction for a distance of fifty (50) feet; said proposed new dock shall be constructed in accordance with the present specifications of the United States Government for the construction of docks along the Chicago River, and when built shall be the property of the party of the first part.

The said party of the first part agrees to deliver said above mentioned deed, duly executed, to the said Sanitary District of Chicago upon the delivery of said agreement to the said party of the first part, duly executed by the said party of the second part; and the said Sanitary District of Chicago agrees to enter upon the execution of the work hereinabove described, to be done and performed by it as soon as practicable and to prosecute the same diligently to completion.

In witness whereof, The said above described parties have caused these presents to be duly executed by their respec-

tive officers, and their corporate seals hereto affixed, the day and year first above written.

The People's Gas Light and Coke Company,
By C. K. G. BILLINGS,
President.
Attest:
(Seal) F. R. CRANE.
Second Assistant Secretary.

Sanitary District of Chicago,
By WILLIAM BOLDENWECK,
President.
Attest:
(Seal) JOSEPH F. HAAS,
Clerk."

AUTHORITY FOR PAYMENT FOR EXCAVATION OF CERTAIN LAND.

The Clerk presented and read a report from the Chief Engineer asking that the Board order paid a certain voucher in favor of Green's Dredging Company for $608.40 for account of additional excavation on certain land purchased from John Spry.

By unanimous consent the report and accompanying voucher were referred to the Committee on Engineering.

REPORT IN REFERENCE TO COMPLETION OF CONTRACTS FOR SUBSTRUCTURE FOR THE CASS STREET BRIDGE; FOR THE SUBSTRUCTURE FOR THE JEFFERSON STREET PERMANENT BRIDGE, AND FOR THE ERECTION OF THE JEFFERSON STREET TEMPORARY BRIDGE ACROSS DESPLAINES RIVER.

The Clerk presented three reports from the Chief Engineer, being final certificates in favor of the J. G. Wagner Company as to the completion of the contracts of April 6, 1899, for the substructure for the Cass and Jefferson Street Bridges, and for the erection of the Jefferson Street Temporary Bridge across the Desplaines River at Joliet, which, by unanimous consent, were referred to the Committee on Engineering.

REPORT IN REFERENCE TO BILLS FOR EXTRA CHARGES AND COUNTER-CHARGES IN REFERENCE TO CASS AND JEFFERSON STREET BRIDGES.

The Clerk presented a report from the Chief Engineer in reference to the bills of the J. G. Wagner Company for extra charges amounting to $5,656.78, and counterchárges of the District amounting to $3,625.07 in connection with the work on the Cass and Jefferson Street Bridges across the Desplaines River at Joliet, which, by unanimous consent, was referred to the Committee on Engineering.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR WORK ON SECTION 18.

The Clerk presented a report from the Chief Engineer, being an additional final certificate with reference to the completion of certain work on Section 18 not heretofore covered by his report of May 16, 1900, which, by unanimous consent, was referred to the Committee on Engineering.

REPORT IN REFERENCE TO SETTLEMENT OF CLAIMS OF WM. MAHON AGAINST THE SANITARY DISTRICT.

The Clerk presented, and read, a report from the President setting forth that, under authority heretofore conferred, he had come to an agreement with Wm. Mahon whereby in consideration of the payment to said Mahon, he agrees to execute a release and waiver of all claims against the Sanitary District arising out of certain injuries to himself, the report recommending that the Clerk be authorized and directed to pay, on the voucher of the Attorney, to said Mahon the above sum on his executing a proper and sufficient release and discharge of his claims.

Mr. Carter, seconded by Mr. Wenter, moved that the report be received and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I would most respectfully report that under power given me by your Committee on Engineering, at their meeting June 11, 1900, I have come to an agreement with Mr. William Mahon for a settlement of the claims of said William Mahon against the Sani-

tary District, arising out of injuries received by him while in the employ of the District at Lock No. 1 at Bridgeport, on April 10th, 1900.

In consideration of the sum of $245.35, itemized as follows:

Fifty days time at $2.00 per day	$100 00
Druggist bill	20 35
Doctor's bill	125 00
	$245 35

The said William Mahon agrees to execute a release and waiver of all claims whatsoever against the said Sanitary District arising out of said injuries to himself.

I, therefore, recommend that the Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to said William Mahon, the sum of $245.35 when the said William Mahon executes a proper and sufficient release and discharge of his claims against the District.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,

President."

REPORT IN REFERENCE TO APPROVAL OF BOND OF PAGE & SHNABLE ON CONTRACT FOR RIGHT TO CONSTRUCT MOVABLE HIGHWAY BRIDGE ACROSS CHICAGO RIVER AT ASHLAND AVENUE AND REDUCED BOND OF HAYES BROS. ON CONTRACT FOR WORK ON SECTION 16.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance, transmitting the approved bond of Messrs. Page & Shnable on the contract for right to construct a movable highway bridge across Chicago River at Ashland Avenue, and also the reduced bond of Messrs. Hayes Bros. on the contract for work on Section 16, in accordance with the action of the Board at the meetings held May 23 and June 20, 1900 (pages 6569 and 6625 of the Proceedings), the report recommending that said bonds, as hereafter submitted, be approved and placed on file.

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that the Committee has received the bond of Page & Shnable, required to be furnished with a contract between said firm and the District for the right to use certain bridge designs and patents. The bond is in the sum of twenty-five thousand (25,000) dollars.

Your Committee has also received the bond of Hayes Brothers in the sum of two thousand five hundred (2,500) dollars, furnished in lieu of the bond originally given by said firm in accordance with the order of the Board of Trustees of date of May 23, 1900 (page 6569 of the Proceedings). The surety on both of the obligations above mentioned is the City Trust, Safe Deposit and Surety Company of Philadelphia.

The Committee reports that it has examined each of said bonds and finds that the same are executed in proper form, and that the surety thereon is sufficient.

Your Committee, therefore, recommends that each of said bonds, as herewith submitted, be approved, and that they be placed on file with the Clerk of the District.

Respecfully submitted,

(Signed) Z. R. CARTER,

Chairman.

B. A. ECKHART,

FRANK WENTER,

THOMAS KELLY,

ALEX. J. JONES,

Committee on Finance."

(Accompanied by two bonds.)

MINORITY REPORT IN REFERENCE TO CONSTRUCTION OF BRIDGE AT CALIFORNIA AVENUE..

In accordance with the permission granted at the meeting held June 20, 1900 (page 6624 of the Proceedings), Mr. Eckhart presented, and the Clerk read, a minority report in reference to the construction of a swing bridge across the Main Channel at its intersection by Cali-

fornia Avenue, in the City of Chicago, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE MINORITY REPORT:

"CHICAGO, Ill., June 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—As a member of the Committee on Engineering, I respectfully desire to make the following minority report in opposition to the action of the majority members of the Committee, in ordering the construction and erection of a bridge across the Main Channel of the Sanitary District at California Avenue, on the ground that such action is illegal.

The Sanitary District has no legal right to construct a bridge at California Avenue, as it cannot possibly be said by any stretch of the imagination that a bridge at that point is needed for the purpose of sanitation, or, for the purposes of the Sanitary District.

The only power and authority that this Board has is derived from the Sanitary District Act of 1889.

By placing the broadest and most liberal construction upon the Statute of 1889, we find that we have power, for the purpose of sanitation, to remove the center pier bridges in the Chicago River, and replace them with bridges of a bascule type, to secure sufficient cross section in the Chicago River to enable us to carry through the said river the legal flow of water without creating too great a current in the river.

It cannot be contended that California Avenue was legally opened as a public street when the ordinance for the right of way for the Main Channel of the Sanitary District was adopted by the Board of Trustees. Nor was any such street ever actually used to, or across the Sanitary District right of way.

While it may be true that a bridge is greatly needed at that point to accommodate the traffic of the public in that section of the city, the petition of the people for the erection of a bridge should be addressed to the City Council, who has the undoubted legal right to order the opening of new streets, and the construction and erection of new bridges across the Chicago River, and the Main Channel of the Sanitary District within the limits of the City of Chicago. The Sanitary District has no such power or authority, and any money paid out for this purpose will be an unlawful expenditure of money.

Respectfully submitted,

(Signed) B. A. ECKHART."

REPORT IN REFERENCE TO ANALYSIS OF WATER BETWEEN BRIDGEPORT AND ST. LOUIS.

Mr. Wenter, Chairman, presented, and the Clerk read, a report from the Committee on Federal Relations, in reference to the analysis of water in the streams between Bridgeport and St. Louis, the report setting forth that it will be sufficient hereafter to have the work done by one laboratory, instead of two, and recommending that the analysis be continued under the direction of the authorities in charge of the laboratory of the University of Illinois, subject to the direction of the Joint Committee on Federal Relations and Engineering, until further ordered.

Mr. Wenter, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Federal Relations herewith reports a communication from Arthur R. Reynolds, M. D., Commissioner of Health of the City of Chicago, on the subject of water analyses in the streams flowing between Bridgeport and the Mississippi River at Jefferson Barracks, St. Louis. It has been deemed advisable to continue making analyses of water from the intake of St. Louis and also from the water supply of the City of St. Louis for at least ninety days from June 1st, 1900, which is the period of time for postponement of the suit of the City of St. Louis vs. the Sanitary District of Chicago in the Federal Court. While heretofore two laboratories have been used for making such analyses, it has been decided that one will be sufficient hereafter. It has

been determined as the University of Illinois, at Champaign, is less liable to be accused of partisanship in the matter of examination and analyses than either of our Chicago laboratories, and as the laboratory at said university is centrally located the expense of shipment will be less, it is recommended that that laboratory should be selected for the continuance of the work of making such analyses.

The Committee, in view of the foregoing, recommends that the work of continuing the analyses, as above mentioned, be continued under the direction of the authorities in charge of the laboratory of the University of Illinois, under the direction of the Joint Committee on Federal Relations and Engineering, until the further order of the Board of Trustees.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman,
JOS. C. BRADEN,
B. A. ECKHART,
THOMAS A. SMYTH,
ALEX. J. JONES,
Committee on Federal Relations."

(Two enclosures.)

COMMUNICATIONS IN REFERENCE TO ALLEGED OVERFLOWED LANDS.

The Clerk presented communications from Jacob Adler and J. W. Nadelhoffer, dated June 26, 1900, and also Joliet Pioneer Stone Company and E. C. Pierce, dated June 28, 1900, in reference to alleged overflowed lands, as set forth in the communications, all of which were referred to the Joint Committee on Judiciary and Engineering by unanimous consent.

ORDINANCE DEFINING THE PURPOSE OF THE ISSUE OF BONDS, AUTHORIZED MAY 31, 1900.

Under the head of new business, Mr. Carter presented an ordinance defining the purpose of the issue of the bonds of the District, authorized May 31, 1900, and, seconded by Mr. Mallette, moved that the said first mentioned ordinance be passed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE:

"An ordinance defining the purpose of the issue of bonds authorized by ordinance of May 31, 1900.

Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That the purpose of the issue of the bonds of the District, authorized by ordinance passed May 31, 1900, to the amount of $1,000,000, dated July 1st, 1900, be, and the same is hereby, declared to be to provide funds for the construction of the Sanitary Drainage Channel now in course of construction by this District, and the proceeds of said bonds shall be used for no other purpose."

STOPPAGE OF DREDGING.

Mr. Carter, seconded by Mr. Wenter, moved that the officers of the Board be instructed to order dredging in the South Branch of the Chicago River stopped on and after July 10, 1900, and that the balance of the work be advertised.

Mr. Smyth, seconded by Mr. Jones, moved as a substitute that the matter be referred to the Committee on Engineering.

On roll-call, on the substitute motion of Mr. Smyth, the vote stood: Yeas—Messrs. Braden, Jones and Smyth—three. Nays—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Wenter—six.

Upon this result the President declared the substitute motion lost.

On roll-call, on the original motion of Mr. Carter, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—Messrs. Jones and Smyth—two.

Upon this result the President declared the motion carried.

STOPPAGE OF EXCURSION BOATS.

Mr. Eckhart, seconded by Mr. Braden, moved that until the temporary structures are completed excursion boats be prevented from passing down the Channel.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—Messrs. Jones and Smyth—two.

Upon this result the President declared the motion carried.

Mr. Wenter, seconded by Mr. Mallette, moved that the excursion boats be stopped on and after Monday, July 2, 1900, and that they be permitted to run until that time.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Boldenweck—one.

Upon this result the President declared the motion carried.

ELECTION OF CLERK.

Mr. Braden moved that the Board do now proceed to the election of a Clerk of the District, to succeed Mr. Joseph F. Haas, resigned.

The motion prevailed unanimously and it was so ordered.

Mr. Braden nominated A. R. Porter for Clerk of the District and, seconded by Mr. Jones, moved that he be elected, the same to take effect July 15, 1900.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

ORDER FOR DEMAND UPON SPECIAL COMMISSIONERS.

Mr. Jones presented and, seconded by Mr. Kelly, moved the adoption of an order directing the Attorney of the Sanitary District to make formal demand upon the "Special Commissioners appointed by the Governor for the inspection of the work of the Sanitary District" for all funds in its hands on January 17, 1900, not necessary to meet previous expenditures, and in the event of refusal, directing that suit for the recovery of same be instituted by said Attorney in the name of the District, and that he proceed by petition or injunction to restrain further expenditure of said funds.

Mr. Jones, seconded by Mr. Kelly, moved that the order be adopted.

Mr. Eckhart, seconded by Mr. Mallette, moved as an amendment that it be referred to the Joint Committee on Federal Relations and Engineering.

On roll-call, on the motion of Mr. Eckhart, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—Messrs. Jones and Smyth—two.

Upon this result the President declared the motion to refer carried.

The following is

THE ORDER:

"WHEREAS, The Commission appointed by Governor Tanner to investigate and report upon the completion of the Main Drainage Channel by the Sanitary District of Chicago did, on the 17th day of January, A. D. 1900, report that said Channel was completed in conformity with law; and the governor of the State of Illinois did, under his hand and seal, on said day issue the following permit, finding said Channel to be completed in compliance with law and permitting the opening of the same:

'JANUARY 17th, 1900.

To the Board of Sanitary Trustees, Chicago, Ill..

(Confirming telegram of this date.)

GENTLEMEN—The Board of Commissioners heretofore appointed by the undersigned to make an examination and survey of the Chicago River and of the Chicago Drainage Channel, to determine whether the said Channel has been completed in accordance with the requirements of Section 23 of the act entitled, 'An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers,' approved May 29, 1889, in force July 1, 1889, having certified to me that said Channel has been and is now completed in accordance with the law creating said Sanitary District.

Now, therefore, I, John R. Tanner, Governor of the State of Illinois, do hereby authorize and direct you, the said Board of Sanitary Trustees, to open and let into the said Channel the waters of Lake Michigan and of the Chicago River, and the sewerage of said Sanitary District, and to use and employ said channel for all the uses and purposes for which said Channel was constructed.

In witness whereof, I have hereunto set my hand and seal this seventeenth day of January, A. D. nineteen hundred.

(Signed) JOHN R. TANNER,

Governor.'

AND, WHEREAS, Said State Commission, although all its duties were legally terminated on the said 17th day of January, 1900, by said report and the opening of said Channel, is nevertheless continuing and has continued since said 17th day of January, 1900, to draw pay at the expense of the Sanitary District of Chicago for said Commissioners and its employes, at the rate of, approximately, $70 per day, or $2,100 per month; and

WHEREAS, Said expenditure is flagrantly illegal, and an unjust burden to the already over-ridden taxpayers of the Sanitary District of Chicago; therefore, be it

Ordered, That the Attorney of the Sanitary District be and he is hereby directed to make formal demand upon said Commission for all funds in its hands on January 17, 1900, not necessary to meet previous expenditures, and that in the event of the refusal of said Commission to comply with said demand, suit for the recovery thereof be immediately instituted by said Attorney in the name of the Sanitary District of Chicago, and that he proceed by petition for injunction or other appropriate proceedings to restrain the further expenditure by said Commission of the funds of the Sanitary District of Chicago now in its hands or at its disposal."

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Kelly, the Board then adjourned.

Joseph F. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 11, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

*REGULAR MEETING.

The four hundred and ninety second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, July 11, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight members were present—Mr. Jones arriving subsequently.

MINUTES.

The minutes of the regular meetings held June 13, 20 and 27, 1900, and of the special meeting held June 29, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Carter.

MESSAGE TRANSMITTING REPORT IN REFERENCE TO CURRENT IN CHICAGO RIVER.

The Clerk presented a message from the President transmitting the report of Major Willard, United States Engineer, in reference to the current in the Chicago River due to the flow of the Drainage Canal, which, with accompanying report, was ordered printed and placed on file.

The following is

THE MESSAGE:

"CHICAGO, July 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith a copy of Hon. J. H. Willard, Major, Corps of Engineers, U. S. A., preliminary report of the Chicago River, which I

*NOTE—*On Wednesday, July 4, 1900, no meeting was held, it being a legal holiday.*

respectfully request be printed in our Proceedings.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

The following is

THE PRELIMINARY REPORT:

"CHICAGO, Ill., June 20, 1900.

Brig. Gen. John M. Wilson, Chief of Engineers, U. S. Army, Washington, D. C.:

GENERAL — Complying with your wishes, indicated in your dispatch of this date, I have the honor to submit a preliminary report upon the current in Chicago River due to the flow of the Drainage Canal.

Since the Canal was opened under the provisional permit of the Secretary of War, only that member of the controlling works at Lockport known as the Bear Trap Dam has been operated, the stoney gates having been kept closed.

The Bear Trap, as you know, is a counter-poised hydraulic gate and can be set to remain at any elevation between closed and wide open. During the observations for velocity and discharge the dam has been set at various heights to give estimated flow between 150,000 and 320,000 cubic feet per minute, and the observations have been taken at an interval after each setting that should give the full effect on the river. But inasmuch as the lake level is not constant and the reservoir capacity of the river between lake and Drainage Canal is large, it should not be expected that the mean velocity and discharge at any point in the river should be constant for a given setting of the Bear Trap Dam.

The subject cannot be covered by anything short of an elaborate investigation over a long period and through wide ranges of lake level, and therefore has not been attempted.

The observations made to ascertain facts under existing conditions consisted in measuring discharges with current meter at critical points in Chicago River between lake and Canal, especially at bridges where the greatest dangers were to be feared, through as large a range as could be got with safety by successive settings of the Bear Trap Dam.

The discharges in the Canal were measured by meter and by rods for different settings to compare with Weir estimates and with measurements previously taken in the Illinois and Desplaines Rivers.

The bridge sites giving the most restricted sections naturally were the places to expect the greatest velocities. They made the most convenient points for measurements. The observations have just been completed, as far as intended for the present, and the discharges are being computed.

Using preliminary computations for estimated volumes of discharge through the Canal, they are shown in two series with extreme velocities observed at each station, in the following table:

MAXIMUM VELOCITIES IN CHICAGO RIVER IN FEET PER SECOND AND MILES PER HOUR FOR DISCHARGES IN CUBIC FEET PER MINUTE OF THE DRAINAGE CANAL.

PLACE OF OBSERVATION.	Discharge 150,000—210,000.		Discharge 270,000—310,000.	
	F. S.	M. H.	F. S.	M. H.
Rush Street bridge	1.88	1.28	2.36	1.61
Clark Street bridge	1.80	1 23	2.40	1.64
Wells Street bridge	1.51	1.03	2.40	1.64
Washington Street bridge	2.12	1.46	3.21	2.19
Van Buren Street bridge	1.88	1.28	2.72	1.85
Eighteenth Street bridge	1.67	1.14	2.77	1.88
Canal Street bridge	1.76	1.20	3.29	2.24
Halsted Street bridge	1.67	1.14	2.64	1.80
Average	1.79	1.22	2.72	1.85

It is probably safe to estimate the mean velocities of the sections at about eighty per cent of the maximum, giving an average of less than one mile per hour for discharge not exceeding two hundred and ten thousand cubic feet per minute and less than one and a half miles per hour for discharge not exceeding three hundred and ten thousand cubic feet per minute, and therefore the general current of Chicago River must be much less.

The greatest velocity corresponding to the greatest discharge of the Canal was observed at the Canal Street bridge, say two and a quarter miles per hour, and approximately one and three-quarters miles per hour for a mean velocity. This is one of the first bridges authorized to be replaced by a bascule, with large opening, under the general project of the Sanitary District for replacing bridges and widening Chicago River.

There is no doubt that the reversed current in Chicago River has increased the difficulty of navigating it with the large boats now demanded by commerce, but it is a noteworthy and gratifying fact, not unexpected by me at least, that the pilots have been quick to adapt themselves to the new conditions, and I have little doubt but that they could handle their boats safely even in greater currents than now obtain.

If I have not over estimated pilots' skill, and considering the immense benefit of the Drainage Canal to the City of Chicago since its opening only a few months ago, I recommend that no restrictions be placed upon the legal requirements of flow into the Sanitary Canal, unless it should be found absolutely necessary to do so.

The Engineer Department, the City of Chicago, and the Sanitary District are of one mind as to the need of improving Chicago River, and are co-operating heartily to that end, and large sums are appropriated and being expended judiciously by each for the objects in view. The interests of navigation are not only being protected, but are being advanced practically sooner than could be hoped for in the usual course.

Very respectfully,

Your obedient servant,

(Signed) J. H. WILLARD,

Major, Corps of Engineers."

MESSAGE IN REFERENCE TO EXTRA COMPENSATION ON CONTRACT FOR FOUNDATIONS OF BEAR TRAP DAM AND COLLATERAL WORK NEAR LOCKPORT, ILLINOIS.

The Clerk presented a message from the President asking that the Board take action in reference to the payment to Griffiths & McDermott of $4,063.65 extra compensation on contract for foundations of Bear Trap Dam and collateral work near Lockport, Illinois, which, by unanimous consent, was ordered received, printed and placed on file.

(*See later action at same meeting, page 6663.*)

The following is

THE MESSAGE:

"CHICAGO, July 10th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On March 14 (page 6339 of the Proceedings), the Engineer made a report as to moneys due the firm of Griffiths & McDermott for extra work on the Bear Trap Dam and collateral work, in Lockport, Illinois, amounting to $4,063.65, which was lost by a vote of three in favor of the payment and three against.

I have been requested by the contractors to bring this matter up at this meeting, and am also informed by our Chief Engineer that the finding by him is correct and due said firm of Griffiths & McDermott.

Hoping you will take some action in this matter, I remain,

Very respectfully,

(Signed) WILLIAM BOLDENWECK,

President."

MESSAGE TRANSMITTING FORM OF LEASE FOR BRIDGEPORT PUMPING WORKS.

The Clerk presented a message from the President transmitting a form of lease in duplicate between the City of Chicago and the Sanitary District for the Bridgeport Pumping Works, and recommending that the President and Clerk of the District be directed to execute the same on behalf of the District.

Mr. Carter, seconded by Mr. Eckhart, moved that the message be received and printed and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE MESSAGE:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I submit herewith form of lease, in duplicate, between the City of Chicago and the Sanitary District, in regard to lease of the Bridgeport Pumping Works. Said forms of lease are signed by Hon. Carter H. Harrison, Mayor of the City of Chicago.

I respectfully recommend that the President and Clerk of the District be authorized and directed to execute said lease, in duplicate, on behalf of the Sanitary District of Chicago.

Very respectfully,

(Signed) WILLIAM BOLDENWECK,

President."

(Accompanied by form of lease in duplicate.)

MESSAGE IN REFERENCE TO TELEPHONE SERVICE BETWEEN CHICAGO AND LOCKPORT.

The Clerk presented a message from the President calling attention to our present inadequate telephone service at the Controlling Works and the necessity of a direct line to Chicago, and requesting the proper Committee to look into this matter and make suitable recommendations.

Mr. Smyth, seconded by Mr. Jones, moved that the message be printed and referred to the Committee on Engineering with instructions to report back as to the advisability of constructing our own line.

The motion prevailed unanimously and it was so ordered.

The following is

THE MESSAGE:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your attention is called to the inadequate service received from the Chicago Telephone Company at our Controlling Works, at Lockport, Ill., and to the necessity of having a direct line to Chicago. As it now is it takes from one to three-quarters of an hour to get connection and it has often happened that I had to call up the Illinois and Michigan Canal office and send a man to our works. A continuance of this system might cause serious damage, and I would therefore request that the proper Committee look into this matter at once and make suitable recommendations.

Very respectfully,

(Signed) WILLIAM BOLDENWECK,

President."

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Keuffel & Esser Company (drafting supplies)	$ 12 35
Frederick Post Company (blue prints)	7 99
Pearson Bros. (blue prints)	21 30
Eugene Dietzgen Company (blue prints)	25 48
Chicago Blue Print Paper Company (paper)	3 63
Edmund Kandler & Co. (repairs)	4 00
Henry Gebhardt (water gauges)	18 51
Chas. H. Besley & Co. (tubing)	32 25
The Chicago Towel Supply Company (toweling, June 30)	31 95
Samuel L. Hanks (ice, June 30, 1900)	37 00
Hans Isak (gauge reading, June, 1900)	10 00
Wygant & Ayres (rent Corwith, June, 1900)	12 50
J. H. Alexander (rent Lockport, June, 1900)	17 00
August Ziesing (inspecting bridge material)	175 30
Pittsburgh Testing Laboratory, Limited (inspecting bridge material)	224 60
J. R. Davis (boring test holes)	150 00

J. R. Davis (boring test holes)	$ 251 00	
W. M. Hughes (expense)	13 85	
H. B. Alexander (expense)	22 68	
W. T. Keating (expense)	28 72	
G. M. Wisner (expense)	37 73	
Isham Randolph (traveling and expense)	302 05	
Isham Randolph (flow measurements Chicago River)	405 90	
Jos. F. Haas, Clerk (Murphy claim)	108 00	
		$ 1,953 79

LAW DEPARTMENT.

The United States Corporation Bureau (subscription 1900–1)	$ 3 00	
Frank Shepard (annotations)	8 00	
Callahan & Co. (statutes)	10 00	
The Waukesha Water Company (water)	10 12	
Noah Whitley (county atlas)	15 00	
Edwards & Hancock (stationery)	57 50	
Simeon Woodruff (expert witness fee)	50 00	
John W. Nadelhoffer (expense)	82 55	
Murray J. Brady (stenographic fees)	126 30	
L. E. Cooley (expert witness fees)	500 00	
Peck, Miller & Starr (legal services)	926 53	
John C. Black (legal services)	2,500 00	
		$ 4,289 00

LAND ACCOUNT.

W. W. Gifford, County Treasurer (taxes Will County)		194 79

GENERAL ACCOUNT.

W. H. Hennessey (streams examination)	$ 4 75	
American Express Company (streams examination)	26 40	
Adams Express Company (streams examination)	34 37	
United States Express Company (streams examination)	142 44	
H. Lewis & Co. (oil, etc.)	17 20	
Pay-roll (special services, April, 1900)	140 03	
The Joliet Bridge and Iron Company (flag pole fittings)	27 65	
Geo. B. Carpenter & Co. (flag pole)	32 00	
J. B. Bates & Co. (setting up flag pole)	48 00	
Barrett Hardware Company (Manilla rope)	53 12	
H. M. Kinsley & Baumann (Dewey inspection trip)	1,619 20	
		$ 2,145 16

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry, May, 1900)	$ 5 00	
Mrs. Bridget Lambert (laundry, February and May, inclusive)	12 00	
Pay-roll (discharged men, June, 1900)	83 32	
		$ 100 32

MAINTENANCE ACCOUNT.

Isham Randolph (warehouse men, etc.)	$ 167 64	
Joseph F. Haas, Clerk (Sec. 17 and water wheel)	320 73	
City of Chicago (Bridgeport pumps)	8,151 04	
Ossian Guthrie (Robey Street water wheel)	313 33	
		$ 8,952 74

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 7,553 87	
Lydon & Drews Company (Lake Front Park filling)	2,672 00	
Pennsylvania Steel Company (C. T. T. R. R. bridge)	2,448 82	
**The Toledo Bridge Company (Belt Railway bridge substructure)*	*3,093 12*	
**The Toledo Bridge Company (Belt Railway bridge superstructure)*	*25,720 00*	

Heldmaier & Neu (Sec. 17, cement, Cass Street)	$ 493 38	
Heldmaier & Neu (Sec. 17, tow-path crib)	2,045 61	
Gahan & Byrne (Cass Street bridge)	251 05	
Gahan & Byrne (Jackson Street flume)	261 04	
The J. G. Wagner Company (Joliet bridges)	5,656 78	
Barrett Hardware Company (Bear Trap Dam)	32 40	
Thos. F. Ryan (Bear Trap Dam)	113 27	
Geo. M. Campbell (crushed stone)	56 63	
Bermudez Asphalt Paving Company (Jefferson Street paving)	406 50	
Bermudez Asphalt Paving Company (paving Jefferson Street bridge)	406 50	
Economy Light and Power Company (Tailrace pumps)	545 28	
The Belt Railway Company of Chicago (Sec. K, temporary bridge)	4,200 76	
Chicago Junction Railway Company (Pan Handle temporary bridge)	663 45	
C. T. T. R. R. Co. (Pan Handle temporary bridge)	54 30	
John Reis (Sec. K, railroad filling)	290 32	
Continental Bolt and Iron Works (Belt Railway bridge	60 87	
J. G. O'Neil (Van Buren Street cable)	126 00	
Joseph F. Haas, Clerk (Lock No. 1, I. and M. Canal)	34 38	
Isham Randolph (sundries)	800 11	
Francis Beidler & Co. (Lock No. 1, I. & M. Canal)	1,130 86	
Canal Commissioners (Lock No. 1, I. & M. Canal)	3,284 90	
		$62,402 20

GENERAL ACCOUNT.

Joseph F. Haas, Clerk (expense)	789 37
Grand total	$80,827 37

** Vouchers in favor of Toledo Bridge Company withdrawn; see motion of Mr. Mallette.*

Mr. Mallette, seconded by Mr. Carter, moved that the vouchers in favor of the Toledo Bridge Company, for $3,093.12 and $25,720 00, be withdrawn.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

Mr. Carter, seconded by Mr. Wenter, moved that the remaining vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers in favor of the City of Chicago for $8, 151.04; Joseph F. Haas, Clerk, for $34.38; Francis Beidler & Co. for $1,130 86; the Canal Commissioners for $3,284.90, and that part of the voucher in favor of Isham Randolph for $800.11 which is in reference to the I. & M. Canal*), Carter (*except as to voucher in favor of Lydon & Drews Company for $2,672.00*), Eckhart (*except as to voucher in favor of Lydon & Drews Company for $2 672 00, and Joseph F. Haas, Clerk, for $789 37*), Jones (*except as to vouchers in favor of Joseph F Haas, Clerk, for $34.38; Francis Beidler & Co, for $1,130.86, and the Canal Commissioners for $3,284.90*), Kelly, Mallette and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 597, Engineering Department (quarterly supplies)	$378 40
No. 598, Engineering Department (two row boats, etc.)	140 00
No. 835, Law Department (stationery)	34 75
No. 968, Police Department (one row boat, etc.)	52 00

Mr. Kelly, seconded by Mr. Jones, moved that Requisitions Nos. 597, 598, 835 and 968, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of June, 1900, which by unanimous consent, was ordered printed and placedon file.

The following is

THE REPORT:

"*Receipts.*

Balance on hand at date of last report		$ 27,177 48
From County Treasurer, Sanitary District Tax Account	300,000 00	
From J. F. Haas, Clerk, Land Account	24 50	
From J. F. Haas, Clerk, Construction Account	2 34	
From Chicago National Bank, Interest Account	146 09	
Total cash received for month		$ 300,172 93
		$ 327,350 41

Disbursements.

Clerical Department	$ 1,075 83	
Treasury Department	183 16	
Engineering Department	11,651 78	
Construction Account	170,499 86	
Law Department	3,390 93	
Law Department, Land Account	1,500 00	
General Account	8,286 27	
Police Department	2,756 13	
Maintenance Account	11,534 46	
Tax Warrants Paid, Levy 1899	4,764 66	
Interest Paid on Tax Warrants	152 38	
Total cash disbursed,		$ 215,795 46
Balance this date, in banks (as per schedule endorsed hereon)		111,554 95
		$ 327,350 41

Schedule.

Chicago National Bank	$ 85,616 17
National Bank of Illinois	25,938 78
Total	$ 111,554 95

CHICAGO, July 9, 1900. (Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH PAGE & SHNABLE FOR RIGHT TO CONSTRUCT A MOVABLE HIGHWAY BRIDGE ACROSS THE CHICAGO RIVER AT ASHLAND AVENUE, UNDER PATENT RIGHTS OF J. W. PAGE.

The Clerk presented, and read, a report transmitting the agreement with Messrs. Page & Shnable for the right to construct a movable highway bridge across the Chicago River at Ashland Avenue, under the designs and patents of J. W. Page, the report setting forth that said agreement has been duly executed by said Page & Shnable and also by the President and Clerk, as authorized by the Board at the meeting held June 20, 1900, (page 6625 of the Proceedings) and a duplicate copy of same delivered to said firm, and recommending that said agreement be printed and placed on file.

By unanimous consent, the report, with accompanying agreement, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement, dated June 20, 1900, with Messrs Page & Shnable for the right to construct a movable highway bridge across the Chicago River at Ashland Avenue under the design and patent of J. W. Page, the same having been duly executed by said firm and also by your President and Clerk, as authorized by the Board of Trustees at the meeting held June 20, 1900, (page 6625 of Proceedings) and a duplicate copy of the same delivered to said company; and I therefore recommend that said agreement be printed and placed on file.

Respectfully submitted,

JOSEPH F. HAAS,
Clerk."

The following is

THE AGREEMENT:

"*This Agreement*, Made and entered into this 20th day of June, A. D. 1900, by and between the Sanitary District of Chicago, party of the first part, and J. W. Page and E. R. Shnable, co-partners under the firm name and style of Page & Shnable, party of the second part, witnesseth that,

WHEREAS, The Sanitary District of Chicago is desirous of securing bids and letting a contract for the construction of one movable highway bridge across the Chicago River at Ashland Avenue, said new bridge to be constructed without center pier and in place of the present bridge at said Ashland Avenue and the Chicago River; and,

WHEREAS, The said J. W. Page claims to be the exclusive owner of certain patents and designs for a bascule bridge and the right to construct a bascule bridge under said patents and designs in the County of Cook and State of Illinois; and,

WHEREAS, The said Page & Shnable desire to sell to the said Sanitary District of Chicago the right to construct a bascule bridge at said Ashland Avenue and the Chicago River, according to the plans and under the designs and patents of the said J. W. Page.

Now, Therefore, It is agreed between the parties hereto:

1. That the said Page & Shnable hereby sell, transfer and set over to the said Sanitary District of Chicago, for the sum of fifteen thousand (15,000) dollars, the right to use the design and to construct a bridge under the design and patents of the said J. W. Page, at Ashland Avenue and the Chicago River, aforesaid.

2. Said Page & Shnable further agree to prepare and deliver to the said Sanitary District of Chicago the design and general plans for said bridge within eight (8) weeks from the date of receiving sufficient information from the Sanitary District of Chicago to allow the said second party to proceed with the making of the design and plans for said bridge. Said information shall be determined by the Engineer of Bridges and Bridge Construction for the said Sanitary District of Chicago. Said plans shall be so complete in detail as to enable persons desiring to submit bids for the construction of said bridge, upon said design and plans, to intelligently bid thereon; and said plans shall also be so complete in every detail, both of structure and machinery, that the shop plans can be readily and promptly made therefrom. If, in the judgment of the Engineer of Bridges and Bridge Construction for the Sanitary District of Chicago, the said plans are not so complete in detail, then the said Page & Shnable shall forthwith so elaborate said plans as to comply with the directions of the said Engineer of Bridges and Bridge Construction. In the event of said party of the second part failing to comply with the directions of the said Engineer of Bridges and Bridge Consiruction, as aforesaid, then the said Sanitary District of Chicago may, at its election, and without notice to said party of the second part, elaborate said plans and charge the expense thereof to the said party of the second part; and the said Engineer of Bridges and Bridge Construction shall have the right to examine said plans at all reasonable times while the same are being made by the said party of the second part. All of said plans, before acceptance by the said Sanitary District of Chicago, shall be subject to the approval of the said Engineer of Bridges and Bridge Construction.

3. The said Page & Shnable hereby also agree to examine and check the shop plans for said bridge, and to supervise the construction and erection of said bridge without further compensation from the said party of the first part than the said sum of fifteen thousand (15,000) dollars, to the end that the said bridge may be constructed in conformity with the said design and plans and specifications furnished by the said party of the second part.

4. It is further agreed that the said Page & Shnable will cause to be executed and delivered to the said Sanitary District of Chicago a good and sufficient bond, in the penal sum of twenty-five thousand (25,000) dollars, with a surety company as surety thereon, to be approved by the Committee on Finance of the Sanitary District of Chicago, conditioned for the successful operation of said bridge when completed according to the design, plans and specifications furnished by the said party of the second part; also conditioned to indemnify, keep and save harmless the said Sanitary District of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against or result to said Sanitary District of Chicago on account of any infringement, or alleged infringement, in law or equity, of any patent right or patents, by reason

of the construction of said bridge in accordance with said design; and also conditioned for the faithful performance of all of said party's obligations under this agreement.

5. It is further agreed between the parties hereto that upon the proper execution of this agreement, and the acceptance by the party of the first part of the bond heretofore mentioned, the said party of the first part will pay to the said party of the second part the sum of ten thousand (10,000) dollars, and the remainder of said fifteen thousand (15,000) dollars shall be paid from time to time upon the voucher of the Engineer of Bridges and Bridge Construction, as the work progresses; the final payment to be made upon delivery to, and acceptance of said plans by the said Sanitary District of Chicago.

6. It is also agreed that said design and plans shall be so made as to conform to the requirements of the Municipal Art League of Chicago, provided said requirements do not materially add to the cost of making said design and plans.

In Witness Whereof, The said party of the first part has caused these presents to be signed by its President, and its seal to be hereto affixed, and attested by its clerk; and the said second party has caused these presents to be signed and sealed in its co-partnership name, and the said partners have also hereunto set their hands and seals, respectively, the day and year first above written.

(Signed) *Sanitary District of Chicago*,

By WILLIAM BOLDENWECK,

President.

Attest:

JOSEPH F. HAAS, [SEAL]

Clerk.

[SEAL] JNO. W. PAGE,

[SEAL] E. R. SHNABLE,

[SEAL] PAGE & SHNABLE.

By E. R. SHNABLE."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE OF CASS STEET BRIDGE.

The Clerk presented a report from the Chief Engineer, being final certificate in favor of the J. G. Wagner Company as to the completion of the contract dated April 6, 1899, and verbal orders of the Bridge Engineer for the superstructure of the Cass Street bridge on Section 18, which, by unanimous consent, was referred to the Committee on Engineering.

REPORT IN REFERENCE TO SCOPE OF PLANS FOR CONTROLLING WORKS AT ENTRANCE TO CHANNEL.

The Clerk presented a report from the Chief Engineer, asking that the Board define its policy in reference to the scope of the plans for the proposed controlling works at the entrance of the Main Channel.

By unanimous consent, the report was referred to the Committee on Engineering.

RESIGNATION OF CONSULTING ENGINEER.

The Clerk presented a report from the Chief Engineer transmitting the resignation of Mr. T. T. Johnston, Consulting Engineer.

Mr. Wenter, seconded by Mr. Eckhart, moved that the resignation be accepted, and that a suitable resolution be prepared and presented, expressing the appreciation of the Board as to the service of Mr. Johnston to the Sanitary District.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, July 2, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith the resignation of Mr. T. T. Johnston, Consulting Engineer. This resignation severs a connection with this District which antedates my own, and I desire to express my sincere appreciation of Mr. Johnston's services, which have been of very great value to this District and helpful to me to an extent which I can hardly measure by any use of words.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer."

The following is

THE RESIGNATION.

"CHICAGO, June 30, 1900.

Mr. Isham Randolph, Chief Engineer:

DEAR SIR—Permit me, through you, to tender my resignation from the service of the Sanitary District, to take effect this day.

I wish to express my appreciation of the kindly consideration and courtesies

of which I have been the recipient during the many years I have been identified with the works of the District, now completed.

Very respectfully,

(Signed) THOS. T. JOHNSTON."

The following is

THE RESOLUTION:

"WHEREAS, T. T. Johnston has been in the employ of the Sanitary District of Chicago continuously in the capacity of Assistant Chief Engineer and Consulting Engineer for a period covering eight and a half years, and thereby has been identified with the solution of many of the great engineering problems pertaining to the Channel; therefore be it

Resolved, That the Board of Trustees, recognizing the valuable services he has rendered to the Sanitary District of Chicago in the construction of the Channel, hereby record their appreciation of his efficient services, and their regret at the severance of his relations with the Sanitary District of Chicago."

REPORT IN REFERENCE TO CONSTRUCTION OF WATER WHEEL AT CONTROLLING WORKS.

The Clerk presented a report from the Chief Engineer, suggesting the propriety of placing a water wheel at the Controlling Works for generating electric light, etc., which, by unanimous consent, was referred to the Committee on Engineering.

REPORT IN REFERENCE TO ATTORNEYS FOR THE DISTRICT IN WILL COUNTY.

Mr. Mallette, Chairman, presented, and the Clerk read, a report from the Committee on Judiciary, recommending that the services of Messrs. Haley & O'Donnell be dispensed with on the 15th day of July, and that Mr. P. C. Haley be employed, under the direction of the Attorney, as the attorney for the District in Will County, Illinois, at a salary of $4,000 per year, from and after that date.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary desires to report that Messrs. Haley & O'Donnell, the local attorneys for the District in Will County, have dissolved the law partnership heretofore existing between them. The Attorney for the District recommends that the best interests of the District will be conserved by continuing the employment of an attorney in Will County, Illinois.

Your Committee, therefore, recommends, that the services of Messrs. Haley & O'Donnell, as attorneys for the District in Will County, be dispensed with on the 15th of July, 1900, and that Mr. P. C. Haley be employed, under the direction of the Attorney for the District, as the attorney for the District in Will County, Illinois, at a salary of $4,000.00 per year, from and after said July 15, 1900.

Respectfully recommended,

(Signed) J. P. MALLETTE,
Chairman.
B. A. ECKHART,
J. C. BRADEN,
ALEX. J. JONES,
THOMAS KELLY,
Committee on Judiciary."

REPORT IN REFERENCE TO SUNDRY CLAIMS FOR DAMAGES TO PROPERTY AND PERSONAL INJURIES.

Mr. Mallette, Chairman, presented, and the Clerk read, a report from the Committee on Judiciary with reference to the claim of John L. Henry for alleged damage to his fences and land and to the claims for personal injury of Johan Petrie, George H. Witty, John McNamara, Alexander Walker and M. F. Ruddy, the report recommending that the claims of above parties, together with the attached data in reference thereto, be placed on file with the Clerk of the District.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, before whom was laid various claims for damages to property and personal injuries, reports that the Committee has taken the same up in the order submitted, as follows:

That of John L. Henry against the District for alleged destruction of fences on his property and for alleged damages to his land.

That of Johan Petrie for personal injuries said to have been sustained by him while in the employ of Winston & Co., at the Campbell Avenue Bridge.

That of George H. Witty while engaged in the moving of loaded barges near the Coffer Dam on Section 17.

That of John McNamara while in the employ of the District at the lock near Bridgeport Pumping Works; and

Those of Alexander Walker and M. F. Ruddy who were employed by the J. G. Wagner Co. upon the construction of the Cass Street Bridge at Joliet.

In each of these cases an investigation has been made and an opinion submitted upon the liability in each case by the Attorney of the District. From the investigations made and from the opinions of the Attorney as to the matter, respectively, above set forth, the Committee advises that the claims herewith submitted, together with such communications, information, date, etc., concerning each as is appended thereto, be placed on file with the Clerk of the District. Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
JOS. C. BRADEN,
THOMAS KELLY,
B. A. ECKHART,
ALEX. J. JONES,
Committee on Judiciary."

(Twenty-six enclosures.)

REPORT IN REFERENCE TO NAVIGATION OF MAIN CHANNEL.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering recommending that permission be granted to boats to navigate the Main Channel and pass between approaches and trestle work of the Forty-sixth Street and Eight Track Bridges between the hours of 10 and 11 A. M. and 5 and 6 P. M., when the rules heretofore adopted governing the navigation of the Channel have been conformed to, and that the President be authorized and directed to maintain a sufficient police force at the points mentioned; that the Engineer of Bridges and Bridge Construction be directed to take measures which in his judgment will aid in preventing accidents at such points, and finally that the rules for the navigation of the Main Channel heretofore adopted be amended by the striking out of the word "company" from line seven of Rule six.

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Jones, Kelly, Smyth and Wenter—four. Nays—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five.

Upon this result the President declared the motion lost.

Mr. Jones, seconded by Mr. Smyth, then moved that the President and the Committee on Finance be authorized to accept a personal bond in lieu of the bond of a surety company from parties desiring to navigate the Main Channel, when in their discretion it may be absolutely safe.

On roll-call on the motion of Mr. Jones the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Engineering, after reconsidering the action taken at a previous meeting with reference to boats navigating on the Main Channel of the Sanitary District, wishes to report that said action be rescinded.

It appears to the Committee that under proper conditions and with proper caution boats may safely navigate the Main Channel without injury or liability to the property of the Sanitary District. The Committee advises, however, that precautions be taken before permission be granted to any boats to navigate the Main Channel to ascertain that the beam is sufficiently narrow to permit of their

passage between the approaches and trestle work of the Forty-sixth Street and the Eight-track Bridges. Permission, however, to pass through the approaches and trestle work of the Forty-sixth Street and the Eight-track Bridges be limited to the hours from 10:00 to 11:00 in the morning and from 5:00 to 7:00 in the afternoon.

Your Committee, therefore, recommends that permission be granted to boats to navigate the Main Channel and to pass between the approaches as aforesaid upon conditions as above mentioned, when the same shall have conformed to the rules heretofore adopted by the Board of Trustees governing the navigation of the Main Channel of the Sanitary District.

Your Committee further recommends that the President be authorized and directed to maintain at said points a sufficient police force to enforce the precautions herein mentioned. And your Committee further recommends that the Engineer of Bridges and Bridge Construction be authorized and directed to take such measures as in his judgment will aid in preventing accidents at said points.

Your Committee further recommends that Rule 6 of the rules entitled "Rules and Regulations for Navigation of the Main Channel," heretofore adopted by the Board of Trustees on the 31st day of May, 1900 (page 6587 of the Proceedings), be amended by striking out of said Rule 6, in line 7, the following word: "Company."

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
FRANK WENTER,
THOMAS KELLY,
ALEX J. JONES,
Committee on Engineering."

(One enclosure.)

REPORT TRANSMITTING OPINION OF ATTORNEY AS TO ADVERTISING EXTRA WORK AND AUTHORIZING REMOVAL OF COFFER-DAMS AND BUILDING OF RETAINING WALL.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting an opinion from the Attorney as to the power of the District to let additional work to contractors under the extra work clause without advertising, and recommending that the work of removing the coffer dams on Sections 17 and 18 and building of the retaining wall be done by the District under the direction of the Chief Engineer on force account.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—Mr. Boldenweck—one. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering begs leave to report an opinion from the Attorney on the subject of the power of the District to let additional work to contractors under the clause entitled "Extra Work," without advertising. This question was presented in connection with the contract between Messrs. Gahan & Byrne and the District on Contract Section 18 of the Main Channel, and all papers and documents executed by the Chief Engineer and the said Messrs. Gahan & Byrne now on file.

It has been deemed necessary by the Chief Engineer of the District to remove the coffer dams on Sections 17 and 18. It has also been deemed necessary to build the retaining wall at Joliet. The latter is part of the work which is sought to be done under the extra work clause. In his opinion, however, the Attorney advises the Committee that the work cannot be done without advertising, excepting that the work be done by the District.

The Committee recommends that the work of removing the coffer dams and the building of the retaining wall be done by the District, under the direction of the Chief Engineer, on Force Account.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
Committee on Engineering."

The following is

THE OPINION OF THE ATTORNEY:

"CHICAGO, July 6, 1900.

To the Honorable, the Committee on Engineering:

GENTLEMEN—On the 26th day of July, A. D. 1898, the Sanitary District entered into a contract with Thomas Gahan and Thomas Byrne, co partners as Messrs. Gahan & Byrne, to furnish all material, tools, explosives, labor, appliances and appurtenances for the construction and completion of Contract Section 18 of the said Sanitary District.

The contract contains, among other things, the following provision:

'That said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit and to the terms and conditions expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.' (Proceedings of 1898, page 4992.)

Another provision of the said contract is to the effect following:

'The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with and the said Chief Engineer shall have given his certificate to that effect.' (Proceedings of 1898, page 5004.)

On May 16, 1900, the Chief Engineer presented to the Board of Trustees a final certificate thereunder, stating that Messrs. Gahan & Byrne's contract for Section 18 was completed; said work being covered by their contract dated July 26, 1898, and the several orders relating thereto issued by the Chief Engineer; except that portion of the excavation under the Chicago, Rock Island and Pacific Railroad bridge, and except a small amount of excavation in the Desplaines River, which they had not completed at the time they had to abandon the work when the water of the Main Channel was turned into the Desplaines River January 17, 1900. The certificate of the Chief Engineer, and his accompanying report, was on that day accepted and adopted by the Board of Trustees of the Sanitary District of Chicago; and thereafter and on the 17th day of May, 1900, the firm of Gahan & Byrne acknowledge the full satisfaction to them by the payment of the sum of $52,686.77 by the Sanitary District of Chicago in full of all liabilities arising in any manner out of the certain contract between the Sanitary District of Chicago and the said firm of Gahan & Byrne for the work on contract Section 18 of the Main Channel; which said contract was dated July 26, 1898, and the several orders relating thereto issued by the Chief Engineer and waived and released the said Sanitary District, its successors and assigns, and forever discharged it of all liabilities for reserve percentage, claims or demands of whatsoever kind or nature arising upon said contract, or in any manner connected therewith, or relating thereto, excepting certain claims on file with the Chief Engineer of the Sanitary District, aggregating $29,045 61.

The Committee on Engineering has asked for my opinion as to the power of the Sanitary District to let additional work to Messrs. Gahan & Byrne, under the clause of the contract entitled "Extra Work" (page 5001 of the Proceedings of 1898), without advertising. A portion of said clause is as follows:

"Whenever work is required to be done which is not now contemplated or covered by the prices hereafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices, provided he enters upon such work with full knowledge of the prices so fixed by the Chief Engineer; but if the contractor declines executing said work upon the prices fixed by the Chief Engineer, then the Sanitary District may enter into contract with any person or persons for its execution, the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor, before prices have been fixed for such work, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of such prices in full satisfaction of all demands against the Sanitary District for said extra work."

My opinion is, that, in order that said paragraph of the contract be availing, two conditions must concur:

First. The relation of proprietor and contractor must exist at the time between the Sanitary District and such contractor; and

Secondly. The proposed additional work must have some relation to the subject matter of the original contract

A contract is discharged by performance. (Clark on Contracts, page 627.)

By the contract heretofore existing between Messrs. Gahan & Byrne and the Sanitary District, the Chief Engineer was made the sole judge as to the time when the final certificate should be issued by him which would authorize the contractors to collect the reserve percentage, which certificate of final completion and withdrawal of percentage would terminate the contract. In such case the certificate of the Chief Engineer is final as between both parties.

Sheffield & B. Coal, Iron & Railway Co., vs. Gordon, 151 U. S., 285.

U. S. vs. North American Com. Co., 74 Fed., Rep. 145.

Howard vs. Pensacola & A. R. R., 24 Fla., 560.

Williams vs. Chicago, S. F. & C. Ry. Co., 112 Mo., 463.

Bailey vs. Dickerton, 171 Pa. St., 378.

I am of opinion, therefore, that by reason of the final certificate of the Chief Engineer, and the receipt of Messrs. Gahan & Byrne accepting the reserve percentage, that on the 17th of May, 1900, the contract before then existing between the Sanitary District of Chicago and Messrs. Gahan & Byrne was terminated, with the exception of the work at the C., R. I. & P. Ry. Co. bridge, which appears by a subsequent report of the Chief Engineer to have been fully completed.

Secondly. I am of opinion that, even if the contract heretofore existing between the Sanitary District and Messrs. Gahan & Byrne was in full force and effect, the Sanitary District would not have the right to let to Messrs. Gahan & Byrne work to be done on any other section than the section embraced in the contract of July 26, 1898, without advertising, as provided by law.

Very respectfully,

(Signed) CHARLES C. GILBERT,

Attorney."

REPORT TRANSMITTING FORM OF ADVERTISEMENT, SPECIFICATIONS AND PLANS FOR DREDGING CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, transmitting advertisement, specifications and plans for dredging the Chicago River and performing certain collateral work, and the opinion of the Attorney in reference thereto; the report recommending that the said advertisement, specifications and plans be adopted, and the advertisement, as submitted, be published, and that bids be invited for the work mentioned, on the conditions named.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones (*aye as to that part of the report referring to the advertisement, and nay as to that part referring to the plans and specifications*), Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports herewith an opinion from the Attorney upon a draft of advertisement for proposals for dredging the Chicago River and its branches and for docking that portion of the Chicago River contiguous to the portions dredged, together with collateral work on the same. The work contemplated in the draft of advertisement, herewith submitted, is that of dredging the Chicago River between its mouth and the main branches thereof; thence throughout the South Branch of said river to the West Fork of the South Branch thereof; thence throughout the West Fork to a junction with the Main Channel of the Sanitary District of Chicago, near Robey Street, and also such dredging as may be ordered by the Sanitary District of Chicago in the West Fork and in the South Fork of the South Branch of the Chicago River and the construction of such dockage as may be ordered by the District, together with all other collateral

work. It is necessary, in the opinion of the Attorney, to give notice of the terms and conditions upon which the contract is to be let, and that the advertisement, as prepared, be published.

Your Committee, therefore, recommends that the advertisement and the specifications and plans of the said work be adopted, and that the advertisement for proposals, as herewith submitted, be published in accordance with the provisions of the Charter of the District, and that bids be invited for the work mentioned therein upon the conditions named in said advertisement.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
Committee on Engineering."

(Three enclosures.)

PAYMENT TO McARTHUR BROS. COMPANY OF ADDITIONAL COMPENSATION FOR EXCAVATION AT EIGHT-TRACK BRIDGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, as to the claims of McArthur Bros. Company for additional compensation for excavation at the Eight-Track Bridge, the report being accompanied by reports of the Chief Engineer and communication from McArthur Bros. Company, and sundry statements in reference to the matter, and recommending that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer, the sum of $35,000 to said McArthur Bros. Company, in full of all claims for extras for work done by them at the Eight-Track Bridge, on their filing a receipt with the District releasing and discharging it from any further claims and demands.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Kelly, Mallette, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Eckhart—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication from the Chief Engineer as to the claim of McArthur Brothers Co., for additional compensation for excavation at the Eight Track Bridge. The claim as originally presented was for $62,978.95. This claim has been pending for some time past and the Chief Engineer, under instructions from the Committee, at various times has caused careful investigation to be made as to the validity and substantiality of said claim. It is reported from him in copies of communications to the Committee hereto attached, as well as the detailed statement herewith appended, such progress and such results as were obtained in ascertaining a fair and equitable basis of settlement with such contractors. In his last communication, dated July 7, 1900, he has decided to award McArthur Brothers Company, in full settlement of the claim, the sum of $35,000.00. The Committee believes, from all the facts ascertained, this to be a fair basis of settlement between the contractors and the District.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer, the sum of $35,000.00 to said McArthur Brothers Company, in full payment of all claims for extras which the said McArthur Brothers Company may have against said Sanitary District for work done by them at the Eight-Track Bridge; provided, however, that said firm be required, before payment is made as above recommended, to file a receipt with the District, releasing and discharging it from any further claims or demands of every kind and nature.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman,
J. P. MALLETTE,
J. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK.
Committee on Engineering."

(Seven enclosures.)

REPORT AUTHORIZING PAYMENT FOR EXCAVATION OF CERTAIN LAND.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the report of the Chief Engineer, asking authority for the payment of a certain voucher in favor of Green's Dredging Company for $608.40 for additional excavation on certain land purchased from John Spry, the said report of the Chief Engineer having been presented and referred to that Committee at the meeting held June 29, 1900 (page 6634 of the Proceedings), the Committee report recommending that the President and Clerk be directed to pay the said amount, on the voucher of the Chief Engineer, to said company on the filing of a receipt therefor.

Mr. Smyth, seconded by Mr. Wenter, moved that the Committee report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

The following is

THE REPORT OF THE COMMITTEE:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred at the meeting of the Board June 29, 1900, the communication from the Chief Engineer of the District in relation to the work done by Green's Dredging Company on land purchased by the District from one John Spry in the month of April, 1900, reports as follows:

That further work in dredging the Chicago River, at the point where said property is situated, was deemed necessary by the Chief Engineer since the voucher awarded to said Green's Dredging Company on June 6, 1900, for similar work was made. The purpose of this was to relieve the situation as to the navigation of vessels in order that obstructions concealed by water in the bed of the river might be removed. The amount of this excavation is 3,600 yards and the price paid is 16.9 cents per yard; the aggregate amount is $608.40.

The Committee recommends that the President and Clerk of the District be authorized and directed to pay the sum of $608.40, on the voucher of the Chief Engineer, to said Green's Dredging Company when a receipt therefor shall have been filed with the Clerk of the District.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
J. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE REPORT OF THE CHIEF ENGINEER:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On June 6th I addressed a communication to you in relation to certain work done by the Green's Dredging Company on the land purchased of Mr. John Spry in the month of April, and you authorized the payment of the amount then due. Since making that voucher a vessel (the name of which I do not recall) stuck just east of the Main Street Bridge in front of the Spry property. Upon investigation I find that the width of the original strip of land secured by the government from Mr. Spry had been dredged to —17 only, whereas the portion which we secured later was dredged to a depth of 20 feet below our flow line, or, approximately, —22 feet.

Fearing that other vessels might stick on this ridge of earth, I ordered the Green's Dredging Company to remove the material which caused the obstruction. The amount of this excavation was 3,600 yards, which, at 16.9c., figures $608.40. I return voucher herewith for that amount and ask that you order it paid.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE AND AUXILIARY WORK FOR VAN BUREN STREET APPROACH SPAN ACROSS THE BY-PASS ALONG THE CHICAGO RIVER, ETC.

Mr. Smyth, Chairman, presented, and

the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the certificate of the Chief Engineer as to the completion of that part of its contract of December 31, 1898, with the Chicago Bridge and Iron Company, relative to the superstructure and auxiliary work for the Van Buren Street approach span across the By-pass along the Chicago River, and also the work done under his order, dated September 25, 1899; the Committee report recommending that the President and Clerk be directed to pay, on the voucher of the Chief Engineer, the sum of $7,204.63 to the said Chicago Bridge and Iron Company, being the amount found to be due in the certificate of the Chief Engineer, when said company shall have filed a receipt and release in full of all claims and demands.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recomendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports herewith the final certificate of the Chief Engineer of the District in favor of the Chicago Bridge and Iron Company, for work covered by that part of its contract dated December 31, 1898, as to the superstructure and auxiliary work for the Van Buren Street approach span across the By-pass along the Chicago River, and under the order of said Chief Engineer, dated September 25, 1899.

The Committee has examined said certificate and considered the subject matter thereof, and recommends as follows: That the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer thereof, the sum of $7,204.63 to the said Chicago Bridge and Iron Company, when said company shall have filed with the Clerk of the District a receipt and release in full of all claims and demands against the District of every kind or nature.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, July 2, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Chicago Bridge and Iron Company has completed all of the work covered by that part of its contract dated December 31, 1898, relative to the superstructure and auxiliary work for the Van Buren Street approach span across the By-pass along the Chicago River, and under my order dated September 25, 1899. The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The statement of this work is as follows:

Lump sum price for superstructure.....	$ 8,572 50
Extra lumber built in place, 25,992 ft., B, M., at $38.10 per thousand.....	990 30
Cedar block pavement, 293.33 sq. yds. at $1.746.....	512 15
Extra material and labor in block pavement (force account).....	141 68
Extra material and labor, putting approach span in place (force account).	1,038 00
Total.....	$11,254 63
Amount paid on previous estimates....	4,050 00
Amount due and unpaid.....	$ 7,204 63

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.'

REPORT IN REFERENCE TO COMPLETION OF CONTRACTS FOR SUPERSTRUCTURE FOR THE CASS STREET BRIDGE, FOR THE SUPERSTRUCTURE FOR THE JEFFERSON STREET PERMANENT BRIDGE AND FOR THE ERECTION OF THE JEFFERSON STREET TEMPORARY BRIDGE ACROSS THE DESPLAINES RIVER AND AS TO BILLS FOR CHARGES AND COUNTER CHARGES IN REFERENCE TO CASS AND JEFFERSON STREET BRIDGES.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificates of the Chief Engineer as to the completion of the work covered by its contract for the superstructure of the Cass Street Bridge and as to the completion of the work covered by its contract for the superstructure of the Jefferson Street Permanent Bridge and as to the completion of the work covered by its contract for the erection of the Jefferson Street Temporary Bridge, and also in reference to, and accompanied by, the report of the Chief Engineer in reference to the bills of the J. G. Wagner Company for extra charges and counter charges of the District in connection with the work on Cass and Jefferson Street Bridges; the Committee reports recommending that the President and Clerk be authorized and directed to pay to the J. G. Wagner Company, on the voucher of the Chief Engineer, the sum of $1,494.84, $2,843.16 and $1,479.91, being the amounts shown to be due on said contracts in said final certificates, and also when the said company shall have deposited with the Clerk its certified check for $3,625.07, the amount of the counter charges of the District, that the President and Clerk be directed to pay, on the voucher of the Chief Engineer, the sum of $5,656.78 for extras in connection with said bridge work, a final receipt to be taken in each of said cases, releasing the District from all further claims and demands.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mellette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents the final certificates of the Chief Engineer of the District in favor of the J. G. Wagner Company for work done by said company under its contract with the District on the Cass Street Bridge, Jefferson Street Bridge and the temporary bridge at Jefferson Street, all in the City of Joliet, Will County, Illinois. Transmitted with said certificates is a communication from said Chief Engineer on the subject of bills for extras against the District, amounting to $5,656.78, and a counter charge against the contractor in favor of the District, amounting to $3,625.07. It is reported that the Chief Engineer has examined the bills aforesaid and has agreed upon a settlement with said contractor upon the figures above set forth.

The Committee has carefully considered the subject matter of the final certificates, as well as that of the communication on the subject of extras accompanying same, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay to said the J. G. Wagner Company, on the voucher of the Chief Engineer, the sums respectively, as follows:

$1,494.84 for worked covered by the contract for the construction of the substructure of the Cass Street Bridge across the Main Channel on Contract Section 18;

$2,843.16 for work covered by the contract for the construction of the substructure of the Jefferson Street Bridge across the Main Channel on Contract Section 18; and

$1,479.91 for work covered by the contract for the erection of the Jefferson Street temporary bridge across the Main Channel on Contract Section 18.

That the President and Clerk also be authorized and directed to pay on the voucher of the Chief Engineer, the sum of $5,656.78, when the said the J. G. Wagner Company shall deposit its certified check for $3,625.07 with the Clerk of the District. The Committee also recommends that final receipts be taken in each of said cases in full, releasing

and discharging the District from all further claims and demands of whatsoever kind or nature.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
Z. R. CARTER,
FRANK WENTER,
THOMAS KELLY,
Committee on Engineering."

The following are

THE FINAL CERTIFICATES OF THE CHIEF ENGINEER:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the J. G. Wagner Company has completed all of the work covered by its contract dated April 6, 1899, for the construction of the substructure of the Cass Street bridge across the Sanitary District Channel on Contract Section 18. The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the work done is as follows:

Excavation, earth, 973 cu. yds. at 60c...	$ 583 80
Excavation, solid rock, 224 cu. yds. at $4	896 00
Old masonry removed, 761 cu. yds. at $2.	1,522 00
Sheet piling and bracing, 3,080 ft., B.M., at $50 per M.....	154 00
Portland cement concrete, 494.8 cu. yds. at $5.75.....	2,845 10
Masonry, Bedford coping, 31.3 cu. yds. at $13.....	406 90
Overhaul, 551 cu. yds. at 20c.....	110 20
Total amount earned.....	$6,518 00
Total amount paid.....	5,023 16
Amount due and unpaid.....	$1,494 84

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the J. G. Wagner Company has completed all of the work covered by its contract dated April 6, 1899, for the construction of the substructure of the Jefferson Street Permanent Bridge across the Sanitary District Channel on Contract Section 18. The work is done to my full satisfaction and in accordance with the terms of said contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the work done is as follows:

Excavation—	
1,299 cu. yds. at $1.25.....	$ 1,623 75
Earth, 1,784 cu. yds. at 60c.....	1,070 40
Solid rock, 747 cu. yds. at $4.00.....	2,988 00
Old masonry, 2,423 cu. yds. at $2.00.	4,846 00
Sheet piling and bracing, 7,064 ft. B. M. at $50 per M.....	353 20
Portland cement concrete, 1,256.9 cu. yds. at $5.75.....	7,227 18
Masonry, Bedford coping, 89.3 cu. yds. at $13.00.....	1,160 90
Overhaul on material hauled over 500 ft., 4,813 cu. yds at 20c.....	962 60
Total amount earned.....	$20,232 03
Total amount paid.....	17,388 87
Amount due and unpaid.....	$ 2,843 16

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the J. G. Wagner Company has completed all of the work covered by its contract, dated April 6, 1899, for the erection of the Jefferson Street Temporary Bridge across the Sanitary District Channel on Contract Section 18. The work is done to my full satisfaction, and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations growing out of the contract.

A statement of the work done is as follows:

Timber in place, 149,768 feet B. M. at $50 M.....	$ 7,488 40
Timber put in by force account, 16,200 feet B. M. at $20 M.....	324 00

Timber destroyed in blasting, 1,344 feet B. M. at $20 M.....	26 88
Lump sum price for deviating pipes onto temporary structure.....	500 00
Total amount earned.....	$ 8,339 28
Total amount paid.....	6,859 37
Total due and unpaid.....	$ 1,479 91

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE REPORT OF THE CHIEF ENGINEER AS TO EXTRAS:

"CHICAGO June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I submit for your consideration today, final certificates on the Cass Street Bridge, the Jefferson Street Bridge and the Temporary Bridge at Jefferson Street, Joliet, all of which have been completed by the J. G. Wagner Co.

That company presented bills for extras against this District amounting to $5,656.78. We have counter-charges amounting to $3,625.07. These bills I have gone over with them and agreed upon the settlement. I will submit voucher for the $5,656.78 and the Wagner Company will deposit its check for $3,625.07, at which time the voucher can be paid to said company. The net amount for extra bills after making the deductions would therefore be $2,031.71.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON ORDER FOR DEMAND UPON SPECIAL COMMISSIONERS.

Mr. Wenter, Chairman, presented, and the Clerk read, a report from the Joint Committee on Federal Relations and Engineering in reference to the order directing the Attorney of the Sanitary District to make formal demand upon the Special Commissioners appointed by the Governor for the inspection of the work of the Sanitary District for certain funds in its hands, presented and referred to that Committee at the meeting held June 29, 1900 (page 6638 of the Proceedings), a letter from President Taylor in reference to the matter and recommending that all balances in hands of the Commission be transmitted to the Board; that all probable expenses from date until August 1, 1900, be paid by the District; that certain amounts drawn by the Commission against the Treasurer of the District, the checks for which were not honored, be paid by the District; and that the Commissioners be tendered full appreciation of their interpretation of the law in waiving technicalities and allowing the Trustees to open the Channel at a critical time.

Mr. Wenter, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Jones—one.

Upon this result the President declared the motion carried.

In the same connection Mr. Jones asked unanimous consent to submit later a minority report in reference to the matter, to be printed in the Proceedings of this date, the same being granted by unanimous consent.

The following is

THE MAJORITY REPORT:

"CHICAGO, July 11th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Federal Relations and Engineering, to whom was referred a resolution offered by Trustee Jones in reference to the Special Commission appointed by the Governor for the inspection of the Sanitary Canal, pursuant to the Sanitary District act, have had a meeting, and after careful consideration beg leave to submit the following report:

First. The Committee submits a letter from Isaac Taylor, President of said Commission, which is herewith submitted as a part of the report of the Committee, wherein the Chairman of said Commission sets forth that they will be through by August 1st, 1900.

Second. Your Committee further recommend that all balances in the hands of said Commission, up to date, be transmitted to the Board; and that all expenses that are likely to be incurred by said Commission, from date until the 1st of August, be paid by the Sanitary District; and, also, that the said

amounts that were drawn against the Treasurer of this District by said Commission, the checks for which were not honored by said Treasurer, be also paid by the Sanitary District.

Third. Your Joint Committee heartily commends the Special Commission for the position they took in reference to giving this District permission to open its Channel, and recommending favorably that permission be given by the Governor of this State, at a time when the Sanitary District was placed in a very embarassing position; at a time when a number of suits were entered, and threatened to be entered, against the District by the City of St. Louis, and others, in the Federal Courts and, also, in the local Courts, threatening to enjoin the Sanitary District and prevent the opening of this Channel; in a period when the Channel was in a partly unfinished state. At this time the Commission took a very broad and liberal view, recognizing the fact existing that Chicago had expended approximately $33,000,000.00 for this gigantic work primarily to relieve itself of its sewage and to keep its drinking water pure for the health and preservation of the lives of our large population, and, secondly, to create incidentally a national waterway to connect the Great Lakes with the Gulf of Mexico.

These conditions existing, the Commission recognized the importance of giving Chicago relief, on the promise of the Trustees that they would carry out and finish all such work, then partly unfinished, along the Channel. It was then tacitly understood that the Commission should take full time to make a thorough report on the question of the Channel, as to whether the same is built in accordance with the spirit of the laws of the State.

Your Committee congratulates the people of Chicago on the fact that the early opening of this Channel, through the acts of this Commission, has materially improved the health of the people of Chicago, and it is an established fact, referring to the health reports of the Commissioner of Health of this city, that the death rate from such causes as are due to impure water have materially decreased. So much has been accomplished. Consequently, the extra expense that the Board has encumbered in opening this Channel as early as possible has been fully warranted by the showing made in the improvement of the health of the population of this city.

We recommend that the Commission be tendered our full appreciation of their broad and liberal interpretation of the law, whereby they waived all technicalities at a time when the Channel was not fully completed, and thereby have allowed the Trustees to open this Channel at a critical time; whereas, had there been a delay and the matter had been thrown into Congress, or tied up by litigation, great danger existed that a longer delay might have arisen and the opening of this Channel delayed for an indefinite time.

Very respectfully,

(Signed) FRANK WENTER,
Chairman.
B. A. ECKHART,
THOMAS KELLY,
Z. R. CARTER,
J. C. BRADEN,
THOMAS A. SMYTH,
J. P. MALLETTE,
WM. BOLDENWECK,

Joint Committee on Federal Relations and Engineering."

The following is

THE LETTER FROM PRESIDENT TAYLOR:

"CHICAGO, Ill., July 10, 1900.

Hon. Frank Wenter, Chairman, and the Committee on Federal Relations and Engineering of the Sanitary District of Chicago:

GENTLEMEN—The Special Commission appointed by the Governor to inspect the work of construction of the Drainage Channel, have the honor to report that the work devolving upon them has been much greater than was anticipated at the time of their appointment; that with a view of discharging their duty as well to the citizens of Chicago as to the people of the State they have labored faithfully and disinterestedly in the discharge of their duty towards all; that much more time has been consumed in the discharge of these duties than was anticipated by the Commission and it is a matter of gratification to the Commission to report that the work of the Board is now about completed; that the final report of the Special Commission is about ready to be delivered to the Governor and that our Special Commission will be ready to conclude its labors by the first of August next.

This Commission desires to commend

the Sanitary Trustees for their hearty co-operation in carrying into effect the suggestions of the Commission and trust that the same friendly relations will continue which have characterized the past.

Very respectfully,

(Signed) ISAAC TAYLOR,
President."

The following is

THE MINORITY REPORT:

"CHICAGO, July 11th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The undersigned is unable to concur either in the recommendations of the majority or the sentiments enunciated in the majority report.

The undisputed and indisputable facts are that this Commission legally completed its labors on January 17, 1900, as shown by the certificate to the Governor of that date on which was issued the official permit of the Governor of the State of Illinois permitting the opening of the Drainage Channel. This permit of the Governor is conclusive in its character and is as follows:

'JANUARY 17th, 1900.

To the Board of Sanitary Trustees, Chicago, Ill.:

(Confirming telegram of this date.)

GENTLEMEN—The Board of Commissioners heretofore appointed by the undersigned to make an examination and survey of the Chicago River and of the Chicago Drainage Channel, to determine whether the said Channel has been completed in accordance with the requirements of Section 23 of the act entitled, 'An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers,' approved May 29, 1889, in force July 1, 1889, having certified to me that said Channel has been and is now completed in accordance with the law creating said Sanitary District.

Now, therefore, I, John R. Tanner, Governor of the State of Illinois, do hereby authorize and direct you, the said Board of Sanitary Trusteess, to open and let into the said Channel the waters of Lake Michigan and of the Chicago River, and the sewerage of said Sanitary District, and to use and employ said Channel for all the uses and purposes for which said Channel was constructed.

In witness whereof, I have hereunto set my hand and seal this seventeenth day of January, A. D. nineteen hundred.

(Signed) JOHN R. TANNER,
Governor.'

Every dollar expended by the State Commission to meet obligations incurred by that body since the date of the above permit and the opening of the Drainage Channel has been expended in violation of law and, instead of being condoned by this Board as appears to be the position of the majority, a formal demand should be made and rigid proceedings adopted to compel the restitution to the treasury of the Sanitary District of every dollar expended by this Commission since that date. At a time when the tax payers of the Sanitary District are already overburdened to meet the cost of this immense but necessary public improvement, it ill becomes us to indulge in sentimentality and permit the illegal squandering of thousands of dollars of money intrusted to our care rather than to offend the tender sensibilities of the members of this State Inspection Commission. The record of this Commission has been most vacillating throughout all its official existence. Its final report has now been made public and yet we find it has skill fully evaded a conclusive report as to every question on which it based its procrastinating policy and found excuse for not ceasing its official labors on January 17th. The position of this Commission on that date was, that no final report should be made until it was in a position to report that the Sanitary District was carrying out the laws of the State of Illinois, by turning down the Channel 360,000 cubic feet of water per minute—the amount declared by the State Commission to be necessary under existing laws and population. Six months have passed and the formal, final, printed report is now given to the public, and yet nowhere in that document is there any declaration whatever as to whether the Sanitary District has turned down the 360,000 cubic feet of water per minute or is otherwise carrying out the laws of the State of Illinois. It is poor satisfaction indeed, for the many thousands of dollars which we have permmitted this Commission illegally to expend since January 17th in the hope of the majority of this Board, that its final report would be a blast of triumph for the Sanitary District and its great public undertaking.

The vacillating policy of this State Commission is only equalled by the extravagance of its expenditures and since the president of that body has officially informed this Board that two of its three members are now in Europe attending the World's Fair, it seems simply unconscionable that we should permit these expenditures to proceed until August 1st, 1900—and this, too, in view of the further fact, the official report of 131 closely printed pages published at the expense of the Sanitary District has been

given to the world and is the most conclusive evidence that all reasons for the perpetuation of this Commission has long since expired.

In the interest of the tax payers of this District the undersigned solemnly protests against this illegal expenditure and desires that this protest shall be spread upon the record of this Board.

Respectfully submitted,

(Signed) ALEX. J. JONES.

COMMUNICATION FROM BOARD OF LOCAL IMPROVEMENTS OF THE WEST CHICAGO PARK COMMISSIONERS.

The Clerk presented a communication from the Board of Local Improvements of the West Chicago Park Commissioners giving notice as to certain proposed improvements of the Southwest Boulevard, from West 19th Street to the I. & M. Canal, public consideration of the same to be on Thursday, July 12th, at 4 o'clock.

By unanimous consent, the communication was referred to the Committee on Judiciary and the Attorney.

ACTION AS TO NAVIGATION OF MAIN CHANNEL.

Mr. Carter presented and, seconded by Mr. Jones, moved the adoption of the following

ORDER:

"*Ordered*, That the entire matter of the navigation of the Drainage Channel and the enforcement of all rules relating thereto be referred to the Engineering Committee, with full power to act until otherwise ordered by this Board; providing, however, no action of the Committee herein shall be valid unless ordered by a vote of five members of said Committee."

On roll-call the vote stood: Yeas—Messrs. Braden. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Boldenweck—one.

Upon this result the President declared the motion carried.

ACTION IN REFERENCE TO EXTRA COMPENSATION ON CONTRACT FOR FOUNDATIONS OF BEAR TRAP DAM AND COLLATERAL WORK NEAR LOCKPORT, ILL.

Mr. Wenter, seconded by Mr. Smyth, moved that the action of the Board of Trustees at the meeting held March 14, 1900, (page 6338 of the Proceedings), in reference to the matter of extra compensation to Messrs. Griffith & McDermott on the contract for the foundations of the Bear Trap Dam and collateral work near Lockport, Illinois, be rescinded and that the amount shown to be due said firm by the Chief Engineer, being $4,063.65, be paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Smyth and Wenter—five. Nays—Messrs. Carter, Eckhart, Kelly and Mallette—four.

Upon this result the President declared the motion carried.

In the same connection, by unanimous consent, it was ordered that the opinion of the Attorney in reference to the matter be printed in the Proceedings.

The following is

THE OPINION OF THE ATTORNEY:

GENTLEMEN—My opinion upon the proposed action of the Board of Trustees on the voucher of the Chief Engineer, whereby he awarded to Messrs. Griffiths & McDermott the sum of $4,063.65, as compensation for extra labor and material furnished in connection with the Bear Trap Dam, in accordance with his finding of March 6, 1900, is as follows:

On December 14, 1898, the following question was presented to this department: "Has the Sanitary District the legal right, upon payment to a contractor of his final estimate, which is admitted to be due by the District, to demand of said contractor, as a condition to such payment, a release in full of all claims against the District when there is no provision for such release in the contract between the parties?" After a very careful consideration of this question, I had the honor to advise your Joint Committee on Finance and Engineering that the District had no legal right to demand such a release. (Proceedings of December 14, 1898; page 5324.)

By virtue of the authority given the Chief Engineer in the contract between the District and Messrs. Griffiths & McDermott, of June 21, 1897, (Proceedings of June 23, 1897; page 4070), the Chief Engineer made the award or finding in question. In the absence of fraud or gross mistake, the action of the Chief Engineer, when proceeding under such authority, is final and conclusive upon both parties to this agreement. There is no language in the contract to the effect that the contractor shall give any receipt whatsoever for moneys due him under and by virtue of the

terms and conditions of the contract or award of the Chief Engineer. The award of the Chief Engineer being binding upon the Board, as well as upon the contractor, it necessarily follows that there is due the contractor the sum mentioned by the Chief Engineer, and there being no language in the contract requiring a receipt to be given in full of all claims and demands, and there being no general rule of law to the effect that a creditor can demand from his debtor a receipt for money which is due, it must necessarily follow that the District cannot in this instance require a receipt in full for all claims and demands. The requirement of such a release as a condition precedent to the paying of the amount found to be due by the Chief Engineer, would, in my judgment, jeopardize the defense which the District may avail itself of should a suit be commenced for the claims denied by the Chief Engineer. And, again, should the contractors, Messrs. Griffiths & McDermott, accept the amount found to be due by the Chief Engineer, the District might avail itself of all the legal conclusions which might arise from such acceptance."

ORDER IN REFERENCE TO CLERK ELECT.

Mr. Carter presented and, seconded by Mr. Braden, moved the adoption of the following

ORDER:

"*Ordered*, That A. R. Porter, recently elected Clerk of the Sanitary District of Chicago, enter upon his duties as such Clerk, upon his bond being approved by the Committee on Finance."

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

VERBAL REPORT TRANSMITTING FORM OF CONTRACT AND SPECIFICATIONS FOR EXCAVATING BERM ALONG THE SIDES OF THE MAIN DRAINAGE CANAL AND DEPOSITING RIPRAP THEREON.

The Chief Engineer presented a verbal report transmitting form of contract and specifications for excavating a berm along the sides of the Main Drainage Canal and depositing riprap thereon, and asked that the same be approved and that he be authorized to have the necessary number of copies published for the use of the District.

By a unanimous vote the same was referred to the Committee on Engineering with power to act.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Mallette, the Board then adjourned.

Joseph H. Haas

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 18, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-third regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security building, Wednesday, July 18, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members—were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

J. S. Hull (expense)	$ 7 43	
Isham Randolph (flow measurements)	410 30	
		$ 417 73

CLERICAL DEPARTMENT.

John H. Batterman (envelopes)	$ 7 50	
The Chicago Towel Supply Company (toweling)	7 50	
A. P. Little (carbon paper)	8 00	
Samuel L. Hanks (ice, June 30, 1900)	15 00	
		$ 38 00

LAW DEPARTMENT.

The Chicago Towel Supply Company (toweling)	$ 4 50	
Samuel L. Hanks (ice, June 30, 1900)	7 50	
James D. Cockcroft (encyclopedia)	6 00	
Edward Thompson Company (encyclopedia)	6 00	
The Gunthorp-Warren Printing Company (printing briefs)	6 00	
John H. Batterman (envelopes)	7 50	
Callaghan & Co. (Illinois reports)	9 50	
Geo. E. Cole & Co. (docket)	3 00	
Edwards & Hancock (stationery)	34 50	
Weasmer & Burton (stenographic service)	20 50	
Chicago Daily Law Bulletin (notice, condemnation)	32 50	
Gibson Bros. (printing briefs)	15 20	
Chas. C. P. Holden (expert witness fees)	100 00	
John W. Nadelhoffer (expense)	56 45	
	$	309 15

LAND ACCOUNT.

W. W. Gifford, County Treasurer (taxes)		$ 22 93

GENERAL ACCOUNT.

James McQuade (expense)	$ 4 50	
Dunham Towing and Wrecking Company (testing boilers)	10 00	
Geo. B. Carpenter & Co. (wire filler rope)	13 60	
Elite Laundry (laundry)	22 17	
John Davison (ship sundries)	69 55	
Thos. M. Sullivan (sundry supplies)	115 15	
Youghiogheny and Lehigh Coal Company (coal)	190 65	
A. Stenhouse & Co. (rubber stamps)	2 00	
The Kent's Express and Teaming Company (expressing)	2 00	
Brink's Chicago City Express Company (expressing)	2 55	
Garden City Carpet Cleaning Works (cleaning carpet)	5 65	
Thayer & Jackson Stationery Company (record book)	8 00	
Hobbs & Sutphen (picture frames)	11 65	
Dunlop's Saturday Night Dispatch (advertising)	25 00	
Geo. E. Hazeltine (livery)	6 00	
Geo. W. Adelmann (livery)	41 00	
Werner's Livery Stable (livery)	56 50	
Jno. F. Higgins (printing Proceedings)	227 02	
Security Deposit Company (rent offices, July, 1900)	528 33	
Western Bank Note and Engraving Company (bond)	595 00	
H. Channon Company (tent)	13 00	
Green's Dredging Company (landing, Summit, Ill.)	102 20	
Francis Beidler & Co. (landing, Summit, Ill.)	104 45	
American Express Company (streams examination)	28 80	
Adams Express Company (streams examination)	34 84	
United States Express Company (streams examination)	136 00	
Arthur R. Reynolds (streams examination)	297 54	
Edwin O. Jordan (streams examination)	352 55	
Arthur W. Palmer (streams examination)	384 50	
	$	3,390 20

POLICE DEPARTMENT.

D. C. McCarthy (expense)		$ 11 12

MAINTENANCE ACCOUNT.

Gahan & Byrne (Section 17)	$ 207 00	
City of Chicago (Bridgeport pumps)	6,668 21	
	$	6,875 21

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 2,493 75	
Lydon & Drews Company (Lake Front Park filling)	2,400 00	
Heldmaier & Neu (Section 17, June 16, 1900)	5,600 00	
Pennsylvania Steel Company (C. T. T. R. R. Bridge)	3,196 18	
LaFayette Bridge Company (Bear-trap Dam Bridge)	3,045 00	
Chicago Bridge & Iron Company (Taylor Street Bridge)	31,200 00	
E. W. Blatchford & Co. (air pipe, Van Buren Street)	63 30	
Wilcox Bros. (Stephens Street Subway)	51 00	
Fred Boehme (Stephens Street Subway)	18 38	
Barrett Hardware Company (hardware, Section 15)	20 48	
Economy Light and Power Company (Tail-race)	195 00	
John T. Kelly (Cass Street Bridge)	441 96	
E. J. Wetterstrom (Cass Street Bridge)	29 00	
Geo. A. Whelen (Jefferson Street Bridge)	62 55	
C., R. I. & P. Ry. Co. (Joliet Bridge)	509 75	
The Toledo Bridge Company (Belt Railway Bridge)	3,093 12	
		$ 52,419 47
Grand Total		$ 63,483 81

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of the City of Chicago for $6,668.21, on which he voted nay*), Carter (*except as to voucher in favor of Lydon & Drews Company for $2,400, on which he voted nay*), Eckhart (*except as to vouchers in favor of Elite laundry for $22.17 and Lydon & Drews Co. for $2,400, on which he voted nay*), Jones (*except as to voucher in favor of the City of Chicago for $6,668.21 and all vouchers in reference to expense for work at Illinois and Michigan Canal locks, on which he voted nay*), Kelly, Mallette, Smyth (*except as to voucher in favor of the City of Chicago for $6,668.21, on which he voted nay*), and Wenter—nine (*except as above stated*). Nays—none (*except as above stated*).

Upon this the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 969, Police Department (2 bbls. kefosene oil)	**$12 00**
No. 1123, Clerical Department (stationery, etc.)	**61 86**
No. 1124, General Account (oil and varnish)	**5 00**

Mr. Jones, seconded by Mr. Braden, moved that requisitions Nos. 969, 1,123 and 1,124, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none. Excused and not voting—Mr. Eckhart—one.

Upon this result the President declared the motion carried.

DISPOSITION OF CERTAIN MONEYS NOT HERETORE REPORTED ON.

The Clerk presented a report from Jos. F. Haas, Clerk, being a statement of moneys in his possession not heretofore accounted for and disposition of same, the report being accompanied by various statements, receipts, etc., in reference to same.

By unanimous consent the report was referred to the Committee on Finance.

The following is

THE REPORT AND ACCOMPANYING EXHIBITS AND STATEMENTS:

"CHICAGO, July 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present a complete report of all moneys, warrants, etc.,

coming into my possession, as Clerk of the Sanitary District, from various sources and through orders of your Honorable Body, not hitherto accounted for, viz.:

1. November 30, 1898, I received from my predecessor in office the sum of $2,500.00 (page 5286 of the Proceedings) as an emergency fund to be used for the corporate purposes of the District. This fund has received additions to it by action of your Honorable Body as follows:

September 26, 1899, (page 6056) $2 000, and November 1, 1899 (page 6110) $2,500, making the total amount available for emergency and force account purposes the sum of $7,000.

I have turned this amount over to my successor and attach his receipt for the same hereto.

2. I also received from my predecessor (page 5286 of Proceedings) certain warrants withheld from payment as offsets to claims filed against certain contractors. Of the amounts so withheld I have paid the following on orders of the Board, viz.:

No. 284, 1896 levy, in the sum of $903.90, drawn to the order of Weir, McKechney & Company, paid to the Phoenix Powder Company, December 7, 1898 (page 5306 of the Proceedings).

No. 1042, 1896 levy, for $408.66, drawn in favor of Angus & Gindele, paid to Halvorson, Richards & Co., assignees, as per order of December 27, 1899 (page 6220 of Proceedings).

Warrants No. 223, 224 and 225 in the sum of $5,000 each, drawn against the tax levy for 1897, to Mason, Hoge, King & Co., was accepted by said contractors under original conditions stipulated by the Board March 2, 1898 (page 4581 of Proceedings) and receipt in full of all claims given November 6, 1899.

Following is a list of warrants received by me and still withheld, viz.:

No. 27, Aug. 14, 1896, $832.42, Weir, McKechney & Co.

No. 29, Aug. 14, 1896, $140.35, Weir, McKechney & Co.

No. 161, Aug. 21, 1896, $299.27, Weir, McKechney & Co.

No. 163, Aug. 21, 1896, $660.00, Weir, McKechney & Co.

No. 729, Nov. 3, 1896, $3,280.87, E. D. Smith & Co.

No. 1099, Dec. 18, 1896, $5,750 48, Smith & Eastman.

Acting under the order of December 14, 1898, (page 5324 of Proceedings) I withheld from payment to the Western Dredging and Improvement Co. the sum of $7,500, which amount is represented by the following warrants drawn against the tax levy for 1899, viz.:

No. 97, dated March 30, 1899	$ 500 00
No. 112, dated April 6, 1899	350 00
No. 123, dated April 13, 1899	600 00
No. 142, dated April 13, 1899	250 00
No. 158, dated April 26, 1899	1,500 00
No. 278, dated June 8, 1899	190 00
No. 280, dated June 8, 1899	300 00
No. 380, dated June 29, 1899	2,410 00
No. 424, dated July 13, 1899	1,400 00
	$7,500 00

By your direction of December 27, 1899, (page 6220 of Proceedings), I withheld from payment to Halvorson, Richards & Co., contractors for Section E, Warrant No. 1255, drawn against the tax levy for the year 1899 in the sum of $2,258 64.

All of the above enumerated warrants I have delivered to my successor in office.

3. December 27, 1899, (page 6220 of Proceedings) I was directed to deduct from the final voucher of Halvorson Richards & Co., assignees of Angus & Gindele, contractors for Section E, the sum of $11,-621.93, and to use said amount in paying certain claims for labor performed for, and material furnished to, said Section E. Of this amount I have paid the sum of $11,-539.69, leaving the sum of $82 24 still in the hands of the Clerk subject to order of rightful claimants (detailed statement attached and marked Exhibit "A")

4. June 3, 1899, (page 5844 of Proceedings) I paid to the Special Commissioners, Chicago Drainage Canal, the sum of $25,000 directed to be paid them on that date. Of this amount, acting under order of July 11, 1900, President Taylor of said Commission delivered to me a check for the amount remaining in bank to their credit in the sum of $6,521.40; of the latter amount, however, there were debits outstanding of checks drawn but not paid amounting in the aggregate to $497.02, which I have recalled and paid through the emergency fund of this department thus making the true balance returned by the said Special Commissioners the sum of $6,024.38.

I have from time to time issued vouchers for and paid same to the Special Commissioners in addition to the above, under orders of your Board, as follows:

Voucher 501, Aug. 2, 1899, (page 5974).	$ 2,606 90
Voucher 641, Sept. 6, 1899, (page 6022).	2,355 55
Voucher 749, Sept. 26, 1899, (page 6055).	1,735 90
Voucher 901, Nov. 1, 1899, (page 6109)..	2,311 01
Voucher 1097, Dec. 6, 1899, (page 6159).	1,580 65
Voucher 1263, Jan. 3, 1900, (page 6226)..	2,911 74
Total...	$13,501 75

5. February 24, 1900, (page 6314 of Proceedings) under your orders I drew a warrant in the sum of $20,000 to be used to meet pay-rolls. This sum I have since returned to the treasury, depositing same to the credit of the District and the Clerk's account thereof, as evidenced by the receipt of the Treasurer hereto attached.

6. In meeting the pay-rolls, made necessary by the large amount of "force account" work, there has remained in my possession unclaimed wages to the amount of $123.64, which, being subject to demand by rightful owners, I have delivered to my successor. (Exhibit "B").

7. I transmit herewith for filing forty-eight special receipts from the Treasurer of the District for moneys received by me from sundry sources and deposited in the treasury to the credit of the District and the proper accounts thereof.

The following statement covers all moneys and warrants that have come into my hands other than through the regular routine of the office and not covered in previous reports.

Respectfully submitted,

(Signed) JOSEPH F. HAAS,
Clerk."

EXHIBIT A.

"*Statement*, showing disbursement of fund for liquidation of certain claims allowed and ordered paid by action of the Board of Trustees of December 27, 1899 (page 6220 of the Proceedings):

Claims Paid,

Crerar, Adams & Co....	$ 642 46
W. B. Crane & Co.....	784 61
John R. Hageman.....	288 14
American Forcite Powder Mfg. Co...	334 30
Wm. McGregor & Co...	$ 10 00
Weir & Craig Mfg. Co.	188 45
Bucyrus Steam Shovel & Dredging Co.....	164 44
Belt Railway Co. of Chicago	326 89
Columbia Powder Co...	220 00
A. L. Norton & Co.....	31 95
Bruner & Law	78 15
P. Rowan.....	20 00
Vulcan Iron Works....	88 15
D. A. Stewart & Co....	187 24
Elliptical Carbon Co....	28 00
Atchison, Topeka & Santa Fe R. R. Co...	578 15
Standard Oil Co.....	354 92
Chicago Edison Co.....	7 10
Wells, French & Co....	16 04
Western Steam Boiler Works.....	41 48
C. E. Woodruff, account Joliet National Bank.	51 64
R. P. Lemont	30 00
Owen & Wiley	365 10
Marion Steam Shovel Co.....	548 95
J. C. Britton & Bro...	10 25
Chas. E. Gregory & Co.	46 92
Girard Coal Co.....	303 21
Wm. Kuecken & Co....	1,460 55
McKenzie & Diamond Co.	315 80
South Halsted Street Iron Works.....	44 65
John Davison	478 17
Geo. A. Gilbert—manager—insurance	384 55
Gindele & Strulele	165 00
Dr. Congdon & Calvin.	133 33
Dr. Congdon & Calvin.	109 60
American Surety Co....	500 00
E. D. Smith & Co.....	290 00
Mason, Hoge & Co.....	350 00
Laidlow, Dunn, Gordon & Co.....	259 00
Riversides Hotel.....	35 50
John Greibler.....	40 10
Carrie Engineering Co.	337 00
Jos. J. Marshall..	168 21
A. J. Shapaker.....	140 00
Brazil Block Coal Co...	255 10
Columbia Axle Grease & Oil Co.....	146 19
E. A. Delano.....	107 40
Emil Rudolph.....	73 00
Total claims paid.....	$11,539 69

Claims Remaining Unpaid.

Close & Co.	$	55 75
Variety Mfg. Co.		7 00
Streater & Third Vein Coal Co.		4 24
Deduction J. C. Britton & Bro.	$	1 75
Gallagher & Speck		13 50
Total claims unpaid	$	82 24
Total amount of claims	$	11,621 93"

EXHIBIT B.

STATEMENT.

Uncalled for wages of sundry persons turned over by J. F. Haas, Clerk, to A. R. Porter his successor in office:

Voucher No.	*Roll No.*	*Name.*		
814—1899 Levy	48	C. J. R. Delcameron	$ 0	28
857—1899 Levy	43	Willie Wetzer		28
857—1899 Levy	67	Chas. Jones	1	75
977—1899 Levy	47	John Buckers		06
977—1899 Levy	55	John Noketes		06
977—1899 Levy	69	Hugh Mersdock	5	61
977—1899 Levy	103	John Crowley		73
1059—1899 Levy	14	C. Talton	4	60
1060—1899 Levy	69	Harry Nash	2	63
1249—1899 Levy	88	Miles Nemphy	3	06
187—1900 Levy	11	Chas Hines	1	75
13208	149	John Collopy		88
13291	378	Pat Shannon	3	50
13291	387	Pat O'Brien	3	50
13369	254	John Lynch	28	75
13369	290	A. Mustoske	2	00
13369	307	John Mack	6	00
13369	308	John Fitzgerald		50
13369	435	H. Radsky	1	97
13369	454	M. Grevy	1	75
13369	455	John Graimon	1	75
13369	469	Terry Fulton	14	00
13369	552	Emil Lawson		88
13511	47	John Barry	4	00
13511	101	Don Bairn	2	00
13511	168	Fred Hart	2	00
13511	378	Tom Brady	1	00
13618	58	J. Wall	2	00
13618	167	D. Sheehan	1	00
13618	404	E. W. Jones	2	50
			$	100 79

Gahan & Byrne, Joliet Work.

8—1900 Levy	27	M. McCullough	$ 0	20
8—1900 Levy	29	Mike Korasic	1	00
123-125—1900 Levy	185	Fred Myers	1	00
123-125—1900 Levy	259	Dennis Liberty		60
123-125—1900 Levy	325	John Gatesman	1	00
12849	A	Wm. O'Neil	1	05
12849	110	James Morris	2	40
12849	224	Mike Druech	2	40
12849	227	M. Vedder	2	00
13699	12	Geo. Snider	11	20
			$	22 85
Total			$	123 64

STATEMENT.

Special receipts for moneys paid Treasurer at sundry times:

Date. 1899—	*Received From.*	*For.*	*Account.*	*Amount.*
Jan. 4..	Chas. C. Gilbert	Emergency fund	F. W. C. Hayes, atty.	$ 94 83
Jan. 5..	Chas. C. Gilbert	Emergency fund	F. W. C. Hayes, atty.	4,127 00
Jan. 9..	John Dolese, Jr.	Rent	Land account	22 80
Jan. 9..	Chas. C. Gilbert	Machinery, etc.	Land account	40 00
Feb. 1..	Western Dredging & Iron Co.	Rent and telephone	General account	245 84
Mar. 3.	Frank Brokoski	Rent	Land account	30 00
Mar. 13.	Timothy Carroll	Sag building	Land account	100 00
Apr. 17.	C. & A. R. R. Co.	Refund	General account	10 88
Apr. 28.	Schuster et al.	Court costs	Law Department	240 00
May 1..	City of Chicago	Wrecking tug	Construction account.	400 00
June 2.	Herman Fandrey	Rent	Land account	15 00
July 10.	A., T. & S. F. Ry. Co.	Bridge	Construction	13,769 25
July 26.	G. F. & W. Keller	Rent	Land account	112 50
July 31.	Heldmaier & Neu	Lumber	Construction account.	14 72
.....	Werden Buck	Cement bags	Construction account.	42 70
Aug. 3.	L. R. Pelling	Old bridge	Construction account.	75 00
Sept. 14	W. T. Welbourn	Romeo bridge	Construction account.	50 00
Oct. 3..	S. Nathan	Machinery	Maintenance account.	400 00
Oct. 3..	G. F. & W. Keller	Rent	Land account	112 50
Oct. 12.	J. J. Sacristy	Prison cages	Police Department	100 00
Oct. 19.	S. Nathan	Junk	Land account	100 00
Nov. 9..	John D. Welsh	Buildings	Land account	50 00
Nov. 10.	Frank Brokowski	Rent	Land account	30 00
Nov. 13.	Block-Pollak Iron Co.	Steel rails	Construction account.	2,110 94
Dec. 6..	Gahan & Byrne	Telephone	General account	402 79
1900—				
Jan. 2..	Halvorsen, Richards & Co.	Claims	Angus & Gindele	12,854 79
Jan. 23.	S. Nathan	Old iron	Construction account.	141 98
Jan. 25.	George Nagle	Rent	Land account	90 00
Feb. 6..	Fitzsimons-Connell Co.	Piles	Construction account.	177 00
Feb. 15.	Block-Pollak Iron Co.	Steel rails	Construction account.	628 30
Mar. 3..	A. C. McClurg	History	General account	4 00
Mar. 5..	Meacham & Wright	Cement bags	Construction account.	93 00
Mar. 12.	Block-Pollak Iron Co.	Steel rails	Construction account.	111 51
Mar. 20.	Griffiths & McDermott	Recorder's fees	Law Department	6 15
Apr. 4..	T. J. Murphy	Buildings	Police Department	60 00
Apr. 7..	Meacham & Wright	Cement bags	Construction account.	297 68
Apr. 23.	T. Carroll	Rent	Land account	52 50
Apr. 23.	Modesto Lenzi	Rent	Land account	150 00
Apr. 23.	Geo. Nagel	Rent	Land account	105 00
Apr. 24.	Sundry persons	Telephone tolls	General account	15 05
May 19.	Leo Gotz	Rent	Land account	35 00
May 19.	Jos. Bumberg	Rent	Land account	35 00
May 25.	F. Borkowski	Rent	Land account	70 00
May 31.	Lewis Leonard	Rent	Land account	70 00
June 16.	H. Frendry	Rent	Land account	24 50
June 29.	A., T. & S. F. Ry. Co.	Freight rebate	Construction account.	2 34
July 6..	J. G. Wagner Co.	Lumber, etc.	Construction account.	3,625 07
July 10.	C., R. I. & P. Ry. Co.	Lumber	Construction account.	436 55

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of June, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Ill., July 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of June, 1900, giving the detailed operation of same.

The value of the construction work done during the month was $146,898.07 divided as follows: Main Channel, $51,363.27, bridges, $83,129.87; general, $12,404.93.

The Engineering expenses for the month were $11,851.09, divided as follows. Salaries, $9,897.30; supplies, etc., $1 953.79. A capitalization voucher for $20,648.00 was issued to the Chicago, Santa Fe and California Railway Co. for bridges as follows: Santa Fe Bridge No. 34a, crossing the Desplaines River on contract Section 8, $14,432.20; Santa Fe Bridge, No. 5 crossing the Desplaines River on contract Section F., $6,215.80. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction

Chicago River—The contractors for the By-pass finished the incline leading up to Van Buren Street on the 8th. The Union Line Freight house was completed on the 16th and the granite paving on the 10th.

The contractors for dredging the South Fork excavated 13,300 cubic yards of soft clay and 18,400 cubic yards of hard pan during the month. All of this material was deposited in the Lake Park Front.

The Green's Dredging Company excavated 3,600 cubic yards, scow measurement, of material from the river at Main Street. This same company did some docking and protection work at Throop Street.

Excavation for the east abutment of the C. T. T. R. R. Co's Bridge across the river was carried on and at the end of the month was ready for concreting; 70,000 feet B. M. of timber bracing was placed in the west abutment.

The east span of the Taylor Street Highway Bridge was erected and was ready for the flooring at the end of the month.

Illinois and Michigan Canal Improvement—The lock-keeper's house at the Bridgeport locks was painted during the month, which completes the work of the District at that point.

Section "O"—Several scow-loads of timber and piles were received during the month from the Adams Street By-pass on the Chicago River, and unloaded near the warehouse on this section.

Some work was done by the several railroad companies in interest on their trestles at the Pan Handle crossing. Nothing was done by the contractors for the eight-track bridge.

Section "K"—The excavation for the north abutment of the Belt Railway Company of Chicago's bridge was finished on the 2d, and concreting for same began on the 4th. The concrete foundation was finished on the 19th, and stone setting began on the 22d and continued to the end of the month, but not completed. A berm was built during the month for the protection of passing boats, and the approach to the south abutment was graded up.

The superstructure erectors were employed during the whole month unloading iron and driving piles for the false work.

Section 8—An extra force of men commenced work at finishing the subway and approaches to the Santa Fe crossing at Stephens Street.

Section 15—The regular force at the Controlling Works was engaged in routine work during the month. An extra force of men finished the construction of the piers for the Bear Trap Dam Bridge.

Section 17—Some work was done by the dredge in the upper basin above Robey Street and in the Illinois and Michigan canal along the tow-path wall below Robey Street. An extra force of men was engaged in excavating material between the Tail Race Crib and the concrete wall of the Economy Light and Power Company's

plant, and in the construction of a cross-crib between the crib and concrete work at the division wall of units one and two. The two pumps at the Tail Race were removed during the month and the race allowed to fill with water.

Section 16—Excavation for retaining wall along Desplaines Street was begun on the 19th and continued throughout the month. The wrecking of the Jefferson Street temporary bridge was carried on from the 1st to the 5th, at which latter time the work was completed.

Work on the Cass Street bridge was carried on from the 1st to the 11th, when bridge was finished and opened to traffic.

General—The work of taking flow measurements in the Chicago River and Main Channel proper was continued throughout the month.

Division of Designing and Drafting.

The regular platting was continued on the atlas of the right of way.

The following drawings, etc., were made: Eleven copies of maps showing proposed widening of the Chicago River from 12th Street to Ashland Avenue; descriptions of property required for the purpose of widening same; fifty-feet scale plats showing property to be acquired at Chicago River, and plats of property near Main Street, Chicago River, purchased from the Peoples' Gas Light and Coke Company.

Division of Records.

The work of this division for June has been carried on in the usual manner.

I estimate the expense of this department for the month of July will be $150,000 00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.
Amount Done During June, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.
Chicago River	49,683	.....	.....
Section 17	.....	2,000	400
Section 18	.....	913	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K	2,500	.....	830
The A., T. & S. F. Ry. Co.'s Bridge, Main Channel and Stephen Street Viaduct, Section 8	.....	1,461	.....
Cass Street Bridge, Section 18	—67	30	103.1
Jefferson Street Bridge, Section 18	3	30	36.2
Totals	52,119	4,434	1,369.3

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.
Amount Done During June, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$29,216 21	.....	.....	$ 29,216 21
Section O	.....	$ 2,393 24	.....	2,393 24
Section K	.....	4,801 54	.....	4,801 54
Section 12	16 14	.....	.....	16 14
Section 17	11,773 84	.....	.....	11,773 84
Section 18	10,095 15	1,818 90	.....	11,914 05
Disposal Works	261 93	.....	.....	261 93
Van Buren Street Approach Span, Chicago River	.....	7,204 63	.....	7,204 63
Taylor Street Bridge, Chicago River	.....	178 00	.....	178 00
Ashland Avenue Bridge, Chicago River	.....	10,000 00	.....	10,000 00
C., M. & N. Ry. Co.'s Bridge, Main Channel, Sec. N	.....	20 00	.....	20 00
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	32,446 12	.....	32,446 12
The A., T. & S. F. Ry. Co.'s Bridge, Main Channel and Stephen Street Subway, Sec. 8	.....	2,381 15	.....	2,381 15
Bear Trap Dam Bridge, Section 15	.....	1,079 50	.....	1,079 50
Towpath Bridge, Sec. 17	.....	2 30	.....	2 30
Cass Street Bridge, Sec. 18	.....	17,091 35	.....	17,091 35
Jefferson Street Bridge, Sec. 18	.....	3,713 14	.....	3,713 14
Illinois and Michigan Canal Improvement	.....	.....	$10,594 67	10,594 67
Life Saving Apparatus	.....	.....	1,810 26	1,810 26
Totals	$ 51,363 27	$ 83,129 87	$12,404 93	$146,898 07

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF JUNE, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Capitalization.
	Salaries.	Supplies, Etc.	Totals.		
Borings and Test Pits		$ 404 21	$ 404 21		
Maps and Plans for General Use	$ 280 15	14 83	294 98		
Chicago River Improvement	2,328 80	240 22	2,569 02	$26,968 33	
Right of Way	219 00	7 71	226 71		
Flow Measurements	1,623 57	631 70	2,255 27		
Disposal Works and Joliet Project	1,966 07	77 13	2,043 20	21,267 59	
Reg. Construction—Main Channel and River Diversion	519 99	33 51	553 50	16 14	
A., T. & S. F. Ry. Co.'s Permanent Bridge, Desplaines River, Section 8					$14,432 20
A., T. & S. F. Ry. Co.'s Permanent Bridge, M. C. and Track Deviation, and Stevens St. Subway, Sec. 8	21 37	2 33	23 70	5,011 88	
A., T. & S. F. Ry Co.'s Permanent Bridge, Desplaines River, Section F					6,215 80
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	140 00	2 00	142 00	4,801 54	
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	410 00	15 50	425 50	31,653 62	
C., M. & N. Ry. Co.'s Permanent Bridge, Main Channel and Kedzie Avenue Viaduct, Section N				20 00	
Panhandle Temporary Bridges, Main Channel, Section O	190 00		190 00	2,393 24	
Panhandle Permanent Bridge, Main Channel, Section O	90 00	3 24	93 24		
Canal Street Bridge, Chicago River	30 00		30 00		
Taylor Street Bridge, Chicago River	318 75	5 13	323 88	178 00	
C. T. T. R. R. Co.'s Bridge, Chicago River	462 50	9 22	471 72		
Van Buren Street Approach Span, Chicago River	30 00	56 60	86 60	7,204 63	
Ashland Avenue Permanent Bridge, Chicago River				10,000 00	
Bear Trap Dam Permanent Bridge, Section 15	10 00		10 00	1,079 50	
Towpath Permanent Bridge, Section 17	10 00	258 40	268 40	2 30	
Jefferson Street Temporary Bridge, Section 18				2,798 81	
Jefferson Street Permanent Bridge, Section 18	220 00		220 00	6,197 27	
Cass Street Permanent Bridge, Section 18	515 00		515 00	17,808 94	
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18	15 00	175 30	190 30		
Moving and repairing bridges not constructed by District				63 33	
Mortar, Sand and Cement Tests	273 75	2 25	276 00		
Photographs of Works	150 00	3 63	153 63		
Improvement of I. & M. Canal between Bridgeport and Lockport	73 35	10 66	84 01	10,594 67	
Life Saving Apparatus		22	22	1,810 26	
Totals	$9,897 30	$1,953 79	$11,851 09	$149,870 05	$20,648 00

REPORT IN REFERENCE TO EMPLOYMENT OF ARCHITECTURAL DRAFTSMAN.

The Clerk presented a report from the Chief Engineer setting forth that the architectural draftsman employed on the plans for housing machinery at the Controlling Works was dropped from the pay-roll and asking that he be employed to finish the work.

On motion of Mr. Smith, seconded by Mr. Mallette, the report was ordered received, printed and the request contained therein granted by a viva voce vote.

The following is

THE REPORT:

"CHICAGO, Ill., July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the recent reorganization the only architectural draftsman we had was dropped. He was engaged upon the plans for housing the machinery at the Controlling Works, to complete which he estimated that he would require about three weeks. I request that he be employed to finish this work.

Respectfully submitted,

(Signed.) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO ADDITIONAL HELP FOR CEMENT TESTING DEPARTMENT.

The Clerk presented a report from the Chief Engineer, setting forth that only one of the two men employed in the cement testing department had been retained in the recent reorganization, and setting forth that if the work is continued, both men should be retained.

Mr. Smyth, seconded by Mr. Jones, moved that the report be received and printed, and the recommendations of the Chief Engineer concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Smyth and Wenter—six. Nays—Messrs. Messrs. Carter, Eckhart and Mallette—three.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Ill., July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Will you instruct me as to your wishes in the matter of the cement testing department. The amount of work now in hand is inconsiderable but it is important that all cement used in our structures should be fully up to our required standards. Two men have been employed in this work, but only one of these men was retained in the recent reorganization. If the work is to be continued both men should be retained.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT AND ORDER IN REFERENCE TO EMERGENCY FUND FOR REGULAR AND FORCE ACCOUNT PAY ROLLS, ETC.

The Clerk presented a report from the Chief Engineer, setting forth the necessity for some provision for paying the force employed by the District during the probable adjournment of the Board, which, by unanimous consent, was ordered printed and placed on file.

In the same connection, Mr. Carter presented and, seconded by Mr. Jones, moved the adoption of the following

ORDER:

Ordered, That the President and Clerk be authorized to draw a warrant in the sum of twenty-five thousand dollars ($25,000.00) on the Treasurer of the District, payable to the order of A. R. Porter, Clerk, the proceeds of the same to be used in meeting the Regular and "Force Account" pay rolls of the District and other incidental expenses, and to be charged to the account of A. R. Porter, Clerk."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Ill., July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In view of the probable adjournment of your Honorable Board for the next six weeks I must request that you make such financial arrangements with the Clerk as will enable me to carry on the various pieces of work which are now being done by forces employed by the District under your order. When under ordinary conditions my emergency fund would meet all of the current expenses arising between your meetings, but that fund will not carry me through an extended vacavacation.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

EMPLOYMENT OF DRAFTSMAN FOR BRIDGE DEPARTMENT.

The Clerk presented a report from the Engineer of Bridges and Bridge Construction, setting forth the necessity for a draftsman in the Bridge Department, and asking authority for the employment of one, it being stated the salary would not exceed $125.00 per month.

Mr. Wenter, seconded by Mr. Carter, moved that the report be received and printed and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Ill., July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I find it necessary to have a draughtsman in the Bridge Department, one who is familiar with the details of bridge work. We should be getting out the revised plans and specifications for the California Avenue Bridge, also the plans for the footwalk to be placed on the Lemont Bridge. It will probably be necessary to get out plans for temporary bridges at the sites of some of the bridges to be rebuilt over the river. We also have to get up general plans of these river bridges for the approval of the War Department.

I do not know of a suitable man available just at present, but would respectfully ask for authority to employ one at an early date. The salary will not exceed $125.00 per month.

Yours truly,

(Signed) W. M. HUGHES,

Engineer of Bridges and Bridge Construction."

APPROVAL OF OFFICIAL BOND OF CLERK.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance with reference to, and accompanied by, the official bond of Mr. A. R. Porter as Clerk of the Sanitary District, the report being also accompanied by the oath of office of Clerk Porter, and setting forth that the Committee transmit the said bond and and oath with their approval and the recommendation that the same be approved by the Board and placed on file with the Treasurer.

Mr. Carter, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance would respectfully report that they have examined the official bond of Mr. A. R. Porter, the newly elected Clerk of the District, and find the same and the sureties thereon to be satisfactory, and they therefore herewith transmit said bond and accompanying oath of office with their ap-

proval, and recommend that the same be approved by your Honorable Body and placed on file with the Treasurer of the District.

Respectfully submitted,

(Signed) Z R. CARTER,
Chairman,
B. A. ECKHART,
FRANK WENTER,
THOS. KELLY,
ALEX J. JONES,
Committee on Finance."

(Accompanied by bond and oath of office.)

REPORT IN REFERENCE TO BOND AND PERMIT OF THE DRAINAGE CANAL TRANSPORTATION AND AMUSEMENT COMPANY.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance transmitting a bond in the sum of $2,000 from the Drainage Canal Transportation and Amusement Company in consideration of a permit to said company to navigate the steamer I. M. Weston from the Belt Line bridge to Lockport, Will County, the report recommending that the bond be approved and the permit granted to said company on the conditions named by the Board of Trustees and incorporated in said bond.

Mr. Carter, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith transmits a bond from The Drainage Canal Transportation and Amusement Company, as principal, and John Powers, as surety. This bond is given in consideration of a permit to said The Drainage Canal Transportation and Amusement Company to navigate the steamer I. M. Weston from the Belt Line Bridge on the Main Channel of the Sanitary District of Chicago to Lockport, Will County, Illinois, and return, from time to time, according to the rules heretofore adopted by the Board of Trustees of the Sanitary District of Chicago.

Your Committee reports that it has examined said bond and the surety thereon, and finds that the same is executed in proper form and that the surety is sufficient, and therefore recommends that the bond be approved by the Board of Trustees and the permit granted to the said company on the conditions heretofore named by the Board of Trustees and incorporated in said bond.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER.
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Accompanied by bond.)

REPORT IN REFERENCE TO PAYMENT ON CONTRACT FOR SUPERSTRUCTURE OF BELT RAILWAY BRIDGE CROSSING MAIN CHANNEL ON SECTION K.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance in reference to payment of the voucher of the Chief Engineer in favor of the Toledo Bridge Company for the sum of $25,720.00, heretofore presented and withdrawn at the meeting held July 11, 1900, the report recommending that the President and Clerk be authorized and directed to draw a warrant for said sum and deliver same to the Toledo Bridge Company in accordance with the terms and conditions of said voucher, when the President is of the opinion that the said company is making satisfactory progress in its work.

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance begs leave to report that it has had under consideration the voucher of the Chief Engineer for The Toledo Bridge Company in the sum of $25,720.00 which was by the Board of Trustees July 11, 1900, withdrawn.

Your Committee recommends that the President and Clerk of the District be authorized and directed to draw a warrant for the said sum of $25,720.00 and deliver the same to the said The Toledo Bridge Company in accordance with the terms and conditions of said voucher, when the President is of the opinion that the said The Toledo Bridge Company is making such progress in its work as shall be satisfactory to him.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOS. KELLY,
Committee on Finance."

REPORT IN REFERENCE TO PAYMENT OF LOST COUPONS.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance in reference to a communication from the Bankers' National Bank, and report of the Attorney to the Committee as to the same, in regard to the alleged loss of two coupons, Nos. 757 and 758, for the sum of $25.00 each, the Committee report being also accompanied by an indemnity bond from said Bankers' National Bank, and recommending that the sum of $50.00, the aggregate of said coupons, be paid by the Treasurer to said bank when the said bank shall have given a receipt in full for said coupons and affixed a revenue stamp to said bond as required by law.

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports an opinion from the Attorney submitting a communication from the Bankers' National Bank, addressed to the Chairman of the Finance Committee of the Board of Trustees. It appears that two coupons of the Sanitary District of Chicago, Nos. 757 and 758, each for $25.00, have been lost; that a request has been made by the Bankers' National Bank of Chicago for the payment of the same, to-wit, in the sum of $50.00, the face value of the coupons. Accompanying the request is a form of bond in favor of the District, indemnifying it against all loss or damage by reason of the payment of the amount specified to said bank. The Attorney is of the opinion that said bond is sufficient, except for a revenue stamp, which should have been affixed thereto.

Your Committee recommends that the sum of $50.00 be paid by the Treasurer, on behalf of the Sanitary District, to said Bankers' National Bank of Chicago, on the conditions that said bank shall give a receipt to the District in full for the face value of the coupons aforesaid, specifying the same, and that it shall affix to said bond a revenue stamp as required by law.

Respectively submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

(Three enclosures.)

REPORT IN REFERENCE TO DISTRICT TELEPHONE LINE BETWEEN CHICAGO, JOLIET AND LOCKPORT.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering recommending that the Chief Engineer be authorized and directed to purchase the necessary wire and other material for the immediate construction of a telephone line between the Sanitary District offices in Chicago and the offices of the District at Joliet and Lockport and intermediate points, the work to be done with the engineering force of the District.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering, having had under consideration the character of the telephone service between the Sanitary District offices and the Controlling Works at Lockport and works of the Sanitary District in the City of Joliet, finds that the difficulties of prompt communication between the Sanitary District offices and the Controlling Works at Lockport make it imperative that a telephone line should be constructed by the Sanitary District for the exclusive use of and for the corporate purposes of the Sanitary District between the Sanitary District offices in Chicago and the offices of the District at Joliet and Lockport and intermediate points.

For the purposes above mentioned permission has been secured from the Common Council and the corporate authorities of the City of Chicago for the stringing of the necessary wires within the City of Chicago. Your Committee finds from the investigations of the Chief Engineer that the cost of establishing a telephone system will be about $150.00 per mile. The cost, therefore, of constructing an independent and exclusive line, when compared with the yearly rentals and tolls of the Chicago Telephone Company, leaves no doubt as to the ultimate economy of the proposition that an independent line should be constructed by the Sanitary District. The necessity for prompt communication between the Sanitary District offices and the Controlling Works at Lockport makes it imperative that this line should be constructed without delay.

Your Committee therefore recommends that the Chief Engineer be authorized and directed to purchase the necessary wire and other material for the immediate construction of this line, and to proceed at once to do the work with the engineering force of the Sanitary District.

Respectfully submitted,

(Signed) THOS. A. SMYTH,
Chairman.
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

AUTHORITY FOR CERTAIN EXPENDITURES ON ACCOUNT OF BRIDGEPORT PUMPING WORKS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to a report from the Chief Engineer to the Committee in regard to the Bridgeport pumping works, the Committee report recommending that the Chief Engineer be authorized to provide certain necessaries for the work of the District in connection with the said pumping works, as set forth in the report, and that he shall be directed hereafter to make a requisition as nearly as may be for the necessaries required.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart,

Kelly, Mallette, Smyth and Wenter—seven. Nays—None.

Upon this result the President declared the motion carried.

The following is

THE COMMITTEE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication from the Chief Engineer requesting that he be authorized to provide necessaries for the work of the District in connection with the Bridgeport Pumping Works He requests that a track should be laid into the works for the delivery of coal and a track scale for weighing same, also telephone; and that authority be granted him to arrange for the construction of same; he also requests authority to purchase supplies.

The Committee recommends that the authority requested in said communication be granted; but that the Chief Engineer hereafter shall be directed to make a requisition as nearly as may be for the necessaries required for a given purpose.

Respectfully submitted,

(Signed.) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE REPORT OF THE CHIEF ENGINEER.

"CHICAGO, Ill., July 16, 1900.

To the Committee on Engineering:

GENTLEMEN—On Saturday last I presented to Superintendent P. E. McDonnell the order under which the Bridgeport Pumping Works were to be transferred to this District. He said it would be necessary for him to inventory the city's property and take a receipt from the District for the same and that his engagements would prevent his doing this until Monday the 16th inst. I placed the engineers, who have been assigned to this work, on duty with the men now employed at the pumps and instructed them to post themselves as fully as possible on the condition existing so that they could go right on with the work on Monday, when the city force would be withdrawn. I assume that I have full authority to purchase supplies of all kinds and make such repairs to the pumps and machinery as are necessary to obtain the service required. If this assumption is incorrect please make such orders as you deem proper to meet the conditions.

It is very important that a track should be laid into the works for the delivery of coal, and I ask authority to arrange for and construct the same. This track must lead out of the switching track which connects the Danville elevator with the Alton railroad, and arrangements therefore must be made with the owners, Carrington, Hannah & Co. I presume that the usual trackage charge of $1.00 per car will have to be paid for all coal switched over this track.

Respectfully submitted,

(Signed.) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO BRIDGE APPROACHES AT CONTROLLING WORKS.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering recommending that the Chief Engineer be directed to have the approaches to the bridge at the Controlling Works at the Bear Trap Dam built by day labor, and to report to the Committee as to progress made.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering has been informed by the Chief

Engineer of the District that no provision has been made for the approaches to the bridge at the Controlling Works at the Bear Trap Dam, and recommends that the Chief Engineer be directed to cause said approaches to be built by day labor, and to report to the Committee from time to time as to the progress made thereon.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
J. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

PAYMENT OF INDEMNITY TO A., T. & S. F. RY. CO. FOR REPAIRS AND MAINTENANCE OF BRIDGES, ETC.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the report of the Chief Engineer, transmitting joint certificate of the Chief Engineer of the Sanitary District and the Chief Engineer of the A., T. & S. F. Ry. Co., under the provisions of the agreement with the companies comprising the Santa Fe System, dated May 25, 1896, as to the amount of indemnity to be paid for ordinary maintenance and repairs of the A., T. & S. F. bridges across the Desplaines River on Section 8 and Section F, the total amount due on both bridges being fixed at $20 648 00, the report recommending that the President and Clerk be authorized to pay to said company the sum of $20,648.00 in full for the indemnity guaranty, on the execution of a proper receipt.

Mr. Smyth, seconded by Mr. Carter, moved that the Committee report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—Mr. Braden—one.

Upon this result the President declared the motion carried.

The following is

THE COMMITTEE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering transmits herewith the joint certificate of the Chief Engineer of the District and the Chief Engineer of the Atchison, Topeka & Santa Fe Railway Company, in Chicago, covering the capitalization account of the railway bridge structures designated in Sections 4 and 5 of Article 1 of the contract with said company. The certificate finds the sum to be paid under Section 4, Article 1 (Bridge No. 34a), to be $14,432.20, and the sum to be paid under Section 5, Article 1 (Bridge No. 5), to be $6,215.80. Detailed statement of said capitalization account is attached to the report and joint certificate herewith transmitted.

Your Committee recommends that the President and Clerk of the District be authorized and directed to pay to the Atchison, Topeka & Santa Fe Railway Company the sum of $20,648.00 in full for the indemnity guaranty under the contract as aforesaid, when said company shall have executed a proper receipt therefor.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE REPORT OF THE CHIEF ENGINEER:

"CHICAGO, June 27, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith joint certificate of the chief Engineer of the A., T. & S. F. Ry. Co. and myself, covering the two fixed bridges across the Desplaines

River which are provided for in the contract between this District and the Santa Fe Railway Co.

The only unfinished matters now existing between this District and the Santa Fe Railway are the raising of the grade of that line at the crossing of the Belt Railway of Chicago, which will have to be done after the completion of the Belt Railway bridge; a small amount of widening of the embankment west of the bridge crossing our Main Channel on Section G; about 11,000 yards of filling at Lemont; the adjustment of the subway at Stephens Street, which is a joint structure, raising the tracks of that compay. north of E. J. & E. bridge above flood height, and the completion of the fill south of the E. J. & E. R. R., in accordance with the contract with the railroad company, dated October 12, 1898.

Respectfully submitted

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE JOINT CERTIFICATE OF THE CHIEF ENGINEERS:

"Acting under the provisions of Article 1 of the contract entered into on the 25th day of May, 1896, by and between the Sanitary District of Chicago and the Atchison, Topeka and Santa Fe Railway Company in Chicago; the Chicago, Santa Fe and California Railway Company, and the Atchison, Topeka and Santa Fe Railway Company, we, the undersigned Chief Engineers respectively of the Sanitary District of Chicago and the above recited railroad corporations, hereby certify that we have verified the weights, quantities and values of materials falling under the provisions of Sections 17 and 18 of Article 1 of the aforesaid contract of May 25, 1896, and have made the computations based thereon for the purpose of determining the sum to be paid the railway company by the Sanitary District for the ordinary maintenance and repairs of the bridge structures designated in Sections 4 and 5 of Article 1 of said contract (located at the points where the Santa Fe railway tracks cross the Des plaines River in Cook County and Will County, Illinois, said bridges being further designated as No. 5 and No. 34a), and for the general depreciation and wearing out thereof, and for assuming all responsibility of accident to the same, figured upon the basis of the use of said bridges as fixed structure, and find the sum to be paid under Section 4, Article 1, (Bridge No. 34a) to be fourteen thousand four hundred and thirty-two and twenty one-hundredths dollars ($14,432.20); and the sum to be paid under Section 5, Article 1, (Bridge No. 5) to be six thousand two hundred and fifteen and eighty one-hundredths dollars ($6,215.80), all as shown in the detailed statements hereto attached.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer Sanitary District of Chicago.
JAMES DUN,
Chief Engineer Chicago, Santa Fe and California Railway Company."

The following is

THE CAPITALIZATION STATEMENT:

Chicago, Santa Fe and California Railway Company Bridge No. 34a, across River Diversion at Lemont, 12 double track plate girders, 60 feet from center to center of piers.

Weight of metal in superstructure—		
Structural steel, (pounds)	1,117,765	
Weight of bolts and washers (pounds)	4,777	
	1,112,988	
Timber deck, 90,112 ft., B. M., at $18.50		$ 1,667 07
864 guard rail bolts at 4c		34 56
2,592 lbs. cast slips and washers at 1½c		38 88
Framing and placing 1,440 lin. feet of deck at 75c		1,080 00
Total cost of timber deck		$ 2,820 51
(*a.*) Annual cost of painting structural steel, 1,112,988 lbs., at 3-100		$ 333 90
(*b.*) Annual cost of renewal of ties and guard rail, 90,112 ft., B. M., at $5.00		450 56
(*c.*) Annual cost of inspection, etc., 1,440 lin. ft. of track at 20c		288 00
Total annual cost of ordinary maintenance and repairs		$ 1,072 46
Total cost of superstructure in place, including painting and timber deck		$26,924 06
Add inspection of 558 89-100 tons at $1.10		614 77
		$27,538 83
Deduct cost of timber deck		2,820 51
		$24,718 32

For general depreciation and wearing out the annual charge is 1½ per cent on $24,718.32	$ 370 77
Items a, b and c	1,072 46
Total cost of annual maintenance	$ 1,443 23
Sanitary District proportion	721 61
Capitalization to be paid by Sanitary District on Bridge 34a, $721.61 x 20	$14,432 20

Bridge No. 5, Six Double Track Plate Girder Spans, 50 Feet 10 Inches Each.

a.) Annual cost of painting 500,610 lbs. steel superstructure at 3-100c	$ 150 18
(b.) Annual cost of renewal of ties and guard rails, 39,040 ft. B. M. at $5.00	195 20
(c.) Annual cost of inspection, 625 1-3 ft. at 20c	125 07
Total under Section 17 of contract	$ 470 45
For general depreciation and wearing out the charge is 1½ per cent. on $10,075.09 (cost of superstructure)	151 13
Total under Sections 17 and 18 of contract	$ 621 58
Sanitary District's half	310 79
Final capitalization paid on account of Bridge No. 5 by the Sanitary District, $310.79 x 20	6,215 80

SUMMARY.

Bridge No. 34a, capitalization account,	$14,432 20
Bridge No. 5, capitalization account	6,215 80
Total payment	$20,648 00

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE FOR CASS STREET BRIDGE ACROSS THE DESPLAINES RIVER IN THE CITY OF JOLIET.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with the J. G. Wagner Company for the superstructure for the Cass Street bridge across the Desplaines River in the City of Joliet, the report recommending that the President and Clerk be directed to pay on the voucher of the Chief Engineer the sum of $12,640.40, the sum found to be due in said certificate, to the said The J. G. Wagner Company on the filing of a receipt and release in full of all claims and demands arising out of the contract for the work specified.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents the final certificate of the Chief Engineer of the District in favor of the J. G. Wagner Company, on the contract dated April 6, 1899, for the superstructure of the Cass Street Bridge on Section 18. Your Committee advises that the subject matter thereof has been fully considered by the Committee, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer, the sum of $12,640.40, the amount found to be due in said final certificate, to the said, the J. G. Wagner Company, when the said company shall have filed with the District a receipt and release in full of all claims or demands arising out of its contract for the work above specified.

Respectfully recommended,

(Signed) THOMAS A. SMYTH,
Chairman.

J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
B. A. ECKHART,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, July 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the J. G. Wagner Company has completed all of the work covered by its contract dated April 6, 1899, and by verbal order of our Bridge Engineer, for the superstructure or the Cass Street bridge across the Sanitary District Channel on Contract Section 18. The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the completed contract is as follows:

Lump sum price for superstructure..	$29,976 00
Removal of old superstructure.....	500 00
Extra price for changing end post....	150 00
Total.....	$30,626 00
Amount paid on previous vouchers..	17,985 60
Amount due and unpaid.....	$12,640 40

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PAYMENT FOR EXTRAS ON CONTRACT FOR "BUILDING RAILWAY EMBANKMENT AND WORK COLLATERAL THERETO AND REMOVAL OF ROCK FROM MAIN CHANNEL, SECTION 8, AT LEMONT."

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, a report of the Chief Engineer, transmitting a voucher for $3,332.38 in favor of Mason, Hoge, King & Co. for extras on the contract for "building railway embankment and work collateral thereto and removal of rock from Main Channel, Section 8 at Lemont," the Committee report recommending that the President and Clerk be directed to pay the voucher, a receipt in full to be taken releasing and discharging the District from all further claims.

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted and the recommendations concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE COMMITTEE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a report from the Chief Engineer, accompanied by a voucher for $3,332.38 in favor of Mason, Hoge, King & Co., contractors on Section 8 of the Main Channel. The voucher referred to is in settlement of the claim for extras filed by Mason, Hoge, King & Co., for building coffer dams and for keeping the tunnel clean during the progress of the work.

Your Committee recommends that the President and Clerk of the District be directed to pay the voucher of the Chief Engineer, and that a receipt in full be taken from said contractors, releasing and discharging the District from any and all further claims of every kind and nature whatsoever.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

The following is

THE REPORT OF THE CHIEF ENGINEER.

"CHICAGO, Ill., July 16, 1900.

To the Honorable, the Board of Trustees:

GENTLEMEN—On March 16th last I presented to you the final certificate for work done on Section 8 by Ma-

son, Hoge, King & Co. In that certificate I state: "These contractors have filed with me certain claims for extra compensation on account of work alleged to have been done which I have not yet passed upon for lack of information." The total of these bills was $4,566.33. About the end of May, Mr. H. P. Mason came here and I canvassed these claims with him and Mr. H. B. Alexander, Asst. Engineer. As a result I allowed the claims for building coffer dams, which came clearly within the provisions of the clause headed "Pumping" (see page 5062 of Proceedings) of the contract under which this work was done, and I also allowed the claim for keeping the tunnel clean during the progress of the work. The sum of these allowances is $3,332.38 for which amount I transmit voucher. The final estimate was not paid to Mason, Hoge, King & Co. until June 1st, at which time they gave a receipt in full for all claims of every kind except the $3,332.38 covered by this voucher.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR "SUBSTRUCTURE OF BELT RAILWAY BRIDGE CROSSING MAIN CHANNEL NEAR EAST END OF SECTION K."

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering, with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of that part of the contract of May 27, 1899, with The Toledo Bridge Company for the construction of the "substructure of the Belt Railway Bridge crossing the Main Channel near the east end of Section K," and the written order of the Chief Engineer dated November 8, 1899; the Committee report recommending that the President and Clerk be directed to pay on the voucher of the Chief Engineer the sum of $11,302.35 to said company on the execution of a receipt and release in full of all claims or demands arising on said contract pertaining to the substructure work.

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the president declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents the final certificate of the Chief Engineer of the District in favor of The Toledo Bridge Company for work covered by their contract dated May 27, 1899, and by the written order of the Chief Engineer dated November 8, 1899, for the construction of the substructure of the Belt Railway Company's bridge across Section K.

The Committee reports that it has examined said final certificate and considered the subject matter of the same, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer, the sum of $11,302.35 to said The Toledo Bridge Company, when said company shall have executed, in favor of the District, a receipt and release in full, releasing and discharging the District from any and all claims or demands arising upon said contract pertaining to the substructure work.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
B. A. ECKHART,
J. C. BRADEN,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, Ill., July 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary Disirict of Chicago:

GENTLEMEN—I hereby certify that The

Toledo Bridge Company has completed all of the work covered by its contract dated May 27, 1899, by my written order dated November 9, 1899, and by my verbal order as to excavation of north berm, for the construction of the substructure for the Belt Railway Company of Chicago's bridge across the Main Channel on Contract Section "K." The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given in accordance with Clause 116 of said contract and is subject to any unaccrued or unmatured obligations imposed by it.

A statement of the completed contract for substructure is as follows:

Excavation—	
Abutments, 10,714 cu. yds. at 45c....	$ 4,821 30
Center pier, 2,580 cu. yds at 72c.....	1,857 60
North berm, 625 cu. yds. at 30c	187 50
Piles delivered, 7,254 lin. ft. at 16c....	1,160 64
Portland cement concrete abutments, 1,459.5 cu. yds. at $5.60.....	8,173 20
Portland cement concrete, center pier, 1,487.2 cu. yds. at $8.96.....	13,325 31
Masonry abutments, 1,151.68 cu. yds. at $11.00	12,668 48
Center pier, 491.8 cu. yds. at $17.60	8,655 68
Extra cost working double time December 24th and 25th, 1899, and filling core of center pier (see voucher issued March 30,1900).....	660 96
	$51,510 67
Less cement and lumber furnished contractor by Sanitary District (see bill attached to final voucher)	943 00
Total earnings....	$50,567 67
Less amount paid on previous vouchers.....	39,265 32
Amount due and unpaid.....	$11,302 35

Respectfully submitted,

(Signed.) ISHAM RANDOLPH,

Chief Engineer."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR "SUBSTRUCTURE OF LEMONT HIGHWAY BRIDGE CROSSING MAIN CHANNEL."

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract with Sackley & Peterson for the substructure of the Lemont highway bridge crossing the Main Channel on Section 8, the report recommending that the President and Clerk be directed to pay on the voucher of the Chief Engineer the sum of $4,704.11, the amount found to be due in said certificate, on the filing of a receipt and release in full of all claims and demands arising under said contract.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Mallette—six. Nays—Mr. Wenter—one. Excused and not voting—Messrs. Braden and Smyth—two.

Upon this result the President declared the motion carried.

Before voting Messrs. Jones and Mallette made the following explanations which they desired to have recorded in the Proceedings, permission being granted by unanimous consent:

Mr. Jones—"I want to go on record by saying that the Chief Engineer should endeavor to ascertain whether there are any claims for extras and adjudicate them."

Mr. Mallette—"I want to vote aye and I want to explain my vote, that I would also vote aye if there had been no claims filed."

The following is

THE REPORT:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports the final certificate of the Chief Engineer of the District in favor of Sackley & Peterson, contractors for the construction of the substructure of the Lemont Highway Bridge across Section 8, which contract is dated August 19, 1898.

The Committee advises that it has examined said final certificate, and considered the subject matter of the same and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay, on

the voucher of the Chief Engineer, the sum of $4.704.11, the sum found to be due in said final certificate, when said contractors shall have filed with the District a receipt and release in full of all claims and demands of whatsoever kind or nature arising on said contract.

Respectfully submitted,

(Signed) Jos. C. BRADEN,
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, June 25, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Sackley & Peterson have completed all of the work covered by their contract dated August 19, 1898, by my written orders of January 28th and August 7, 1899, and by sundry verbal orders, for the construction of the substructure for the Lemont Highway bridge across the Main Channel on Section 8, and for the excavation and masonry work for the subway of Stephens Street at the crossing of the Santa Fe Railway Company's tracks on the same section.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

Statement of this work is as follows:

Lemont Highway Bridge Substructure, Etc.

Excavation, 1,852 cubic yds, at $1.00	$ 1,852 00	
Portland cement concrete, 154 44 cubic yards, at $5.00.	772 20	
Masonry, 278.92 cubic yards, at $11.85	3,305 20	
Excavation of west approach, 2,951 cubic yards, at $1.125	3,319 88	
Macadam road surfacing, 867 cubic yards, at $1.90	1,647 30	
Cutting down road bed back of north abutment (force account)	$ 39 10	
Material left over, 12 cubic yards sand, at $1.25	15 00	
		$10,950 68

Stephens Street Subway, Etc.

Excavation, 5,810 cubic yds. at $1.50	$ 8,715 00	
Portland cement concrete, 512.9 cubic yds. at $8 00	4,103 20	
Masonry, 432.2 cubic yards, at $11.50	4,970 30	
Grading road to Santa Fe station, 1,454 cubic yards, at 25 cents	363 50	
		$18,152.00
Total		$29,102 68
Amount paid on previous estimate		$24,398 57
Amount due and unpaid		$ 4,704 11

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

ADJOURNMENT OF REGULAR BOARD MEETINGS.

Mr. Jones presented and, seconded by Mr. Wenter, moved the adoption of the following

ORDER:

"*Ordered*, That Rule 3 of the Rules and Regulations of the Board of Trustees of the Sanitary District of Chicago be and the same is hereby suspended until August 29th, 1900; and that the next regular meeting of the Board of Trustees shall be held on Wednesday, August 29th, 1900; provided, however, this order shall not be regarded as a suspension of Rule 4 permitting and providing for special meetings for special purposes at the discretion of the President or at the request of the requisite number of the members of the Board of Trustees."

On roll call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Braden—one.

Upon this result the President declared the order adopted.

PAYMENT OF RENTAL UNDER AGREEMENT WITH CHICAGO & ALTON R. R. CO. FOR BY PASS ALONG CHICAGO RIVER.

Mr. Carter presented and, seconded by

Mr. Kelly, moved the adoption of the following

ORDER:

"*Ordered*, That the President and Clerk of the District be and they are hereby authorized and directed to pay. on the voucher of the Attorney, to the Chicago and Alton Railroad Company the sum of fifty-eight and thirty-four one-hundredths dollars, said amount being the annual payment of rent due for the period June 1, A. D. 1900, to May 31, 1901, pursuant to an agreement heretofore made with the Sanitary District of Chicago, under date of June 11, 1898 (page 4893 of the Proceedings), said payment to be charged to the Land Account of the District."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the order adopted.

RECESS.

At 2:50 P. M., on motion of Mr. Wenter, seconded by Mr. Kelly, the Board took a recess for ten minutes.

ELECTION OF TEMPORARY CHAIRMAN.

On reconvening, Mr. Carter, seconded by Mr. Mallette, moved that Mr. Frank Wenter be elected temporary chairman.

The motion prevailed unanimously and Mr. Wenter was declared duly elected temporary chairman and thereupon took the chair.

REPORT IN REFERENCE TO SETTLEMENT ON CONTRACTS FOR SECTIONS N AND O AND 17.

On behalf of the Committee on Engineering, Mr. Jones presented the following verbal report:

"In accordance with the action of the Engineering Committee, I wish to report that the Engineering Committee has considered the situations and the controversies in the contracts of Messrs. Hayes Brothers for Sections N and O, and Heldmaier & Neu for Section 17, and this Committee desires to report that the settlement outlined in the communication of the Chief Engineer of recent date to this Board be approved, with the further recommendation that the fifteen cents per cubic yard therein be released and paid to Hayes Brothers on the voucher of the Chief Engineer, this to be in full of all claims and demands on the part of Hayes Brothers on their section; and, in addition thereto, that Hayes Brothers agree and consent to take out the remaining 48,000 cubic yards of material at or near the intersection of Contract Sections N and O, they to commence said work by March 15, 1901, and to complete the same by June 15, 1901, and to receive as payment therefor, upon the estimates of the Chief Engineer, from time to time as the work progresses, thirty-five cents per cubic yard, measured in place; and said Hayes Brothers to remove said material from said Sections N and O to the Lake Front Park under the direction of Chief Engineer, and to dispose of the same at their own expense; and that the above and foregoing be written into the receipt to be signed by Hayes Brothers, and to become a consent on their part to the change and modification of the old contract, and to constitute a contract between the Sanitary District of Chicago and said Hayes Brothers; and upon said Hayes Brothers giving a bond in the sum of $16,000, to be approved by the President, to perform said contract; and that in the settlement by the Chief Engineer of the controversies on Section 17 with Heldmaier & Neu the same principle be observed in the matter of the non-enforcement of the forfeiture, and that in pursuance thereof the President and Clerk be directed at once to draw a warrant, on the voucher of the Chief Engineer, in favor of Heldmaier & Neu for the seven thousand five hundred dollars, part of the amount which would be otherwise retained on account of said forfeiture."

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Eckhart (aye on that part of the report referring to Hayes Bros. and excused in reference to the rest), Jones, Kelly, Mallette and Wenter—six—(except as above stated). Nays—Messrs. Carter and Smyth—two.

Upon this result the President declared the motion carried.

Before voting Mr. Eckhart made the following explanation which he desired to have recorded in the Proceedings: "I vote aye in reference to Hayes Bros. because they are willing to give a receipt in full of all claims and demands."

In the same connection Mr. Smyth asked permission to present a minority report in reference to the matter at the next meeting of the Board, permission being granted by unanimous consent.

COMMUNICATION IN REFERENCE TO PLAN FOR CONTROLLING FLOW THROUGH THE CHICAGO SANITARY AND SHIP CANAL.

The Clerk presented a communication from Ossian Guthrie in reference to his plan heretofore filed for controlling the flow through the Sanitary and Ship Canal.

Mr. Jones, seconded by Mr. Carter, moved that the communication be referred without printing to the Committee on Engineering with power to act.

On roll-call the vote stood: Yeas—Messrs. Carter, Jones, Kelly, Mallette, Smyth and Wenter—six. Nays—Mr. Braden—one.

Upon this result the President declared the motion carried.

Before voting Mr. Braden made the following explanation, which he desired to have recorded in the Proceedings, permission being granted by unanimous consent:

"I wish to explain my vote, and have it made part of the record. I don't think that this matter of the Controlling Works has been fairly treated by the Chief Engineer. The difference between his figures of the cost of this work, which he says will be from one to three millions, and those on some of the plans submitted of five hundred thousand dollars, shows that this matter has not been gone into very thoroughly, and I think the communication from Mr. Guthrie should be printed in the Proceedings, so I vote no."

COMMUNICATION FROM WESTERN BANK NOTE COMPANY IN REFERENCE TO ENGRAVING PLATES AND PRINTING BONDS.

The Clerk presented and read a communication from the Western Bank Note Company in reference to the cost of reengraving plates for bond issues of the District and printing bonds, etc.

Mr. Mallette, seconded by Mr. Carter, moved that the communication be referred to the Committee on Finance with power to act.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REMOVAL OF POLICE STATION AND COAL HOUSE AT LOCKPORT.

The Clerk presented a communication from the Superintendent of the Atchison, Topeka and Santa Fe Railway Company notifying the Chief Engineer that the company wishes the land vacated on which the police station and coal house at Lockport are located, as it needs the ground for laying a new track.

Mr. Mallette, seconded by Mr. Carter, moved that the Engineer be authorized and directed to move the said buildings on to our own ground.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

CLAIM FOR EXTRAS FROM JAMES A. SACKLEY, SUCCESSOR TO SACKLEY & PETERSON.

The Clerk presented a communication from James A. Sackley, successor to the firm of Sackley & Peterson, submitting bill of damages in the sum of $3,377.17 on contract dated August 19, 1898.

Mr. Smyth, seconded by Mr. Mallette, moved that the communication be referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

COMMENDATION OF RETIRING CLERK.

Mr. Braden presented and, seconded by

Mr. Smyth, moved the adoption of the following

ORDER:

"WHEREAS, The Board of Trustees of the Sanitary District of Chicago received with regret the resignation of Joseph F. Haas, heretofore tendered, as Clerk of the Sanitary District; and

WHEREAS, The Board of Trustees recognized in Mr. Haas an official who has at all times, with fidelity and ability, performed the duties and borne the responsibilities of the trust reposed in him during his tenor of office; be it

Ordered, That the Board of Trustees of the Sanitary District of Chicago, in accepting the resignation heretofore received, desire to, and do hereby, express their deep appreciation of the constant fidelity of Mr. Haas as an exemplary public servant, and their sincere regret at losing such a valuable official of this Board; and that the good wishes of the Trustees of the Board, collectively and individually, follow him in his new field of labor.

Ordered, further, That these resolutions be spread upon the records of this Board, and an engrossed copy thereof transmitted to Mr. Haas by the Clerk of the Sanitary District."

On roll-call on the motion for the adoption of the order the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

WATER WHEEL AT CONTROLLING WORKS FOR ELECTRIC LIGHT AND POWER.

Mr. Randolph, Chief Engineer, presented a verbal report recommending the construction of a small turbine wheel and necessary machinery at the Controlling Works at Lockport for the purpose of generating electric light and power necessary at that point.

Mr. Jones, seconded by Mr. Mallette, moved that the recommendations of the Chief Engineer be approved, and that he be authorized and directed to procure the materials and proceed with the work of establishing the wheel and electric light plant at the Controlling Works.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Kelly, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

AUGUST 29, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, August 29, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight members were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held July 11 and July 18, 1900, were approved as printed. on motion of Mr. Carter, seconded by Mr. Wenter.

VOUCHERS.

The Clerk present d the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, July, 1900)	$ 1,083 33	
Engineering Department (Division of Construction Roll, July, 1900)	3,891 75	
Engineering Department (Division of D. & D. Roll, July, 1900)	1,927 97	
Engineering Department (Division of Records Roll, July, 1900)	612 50	
Engineering Department (Discharge Roll, July, 1900)	277 07	
		$ 7,792 62
Clerical Department (Clerk's Roll, July, 1900)		1,068 33
Treasury Department (Treasurer's Roll, July, 1900)		166 66

Law Department (Attorney's Roll, July, 1900)	$ 1,468 34	
Law Department (Joliet Roll, July, 1900)	458 34	
		$ 1,926 68
General Account (General Roll, July, 1900)	$ 400 00	
General Account (Special Roll, July, 1900)	316 24	
General Account (Trustees' Roll, July, 1900)	2,333 33	
		$ 3,049 57
Police Department (Marshal's Roll, July, 1900)		2,495 48
Maintenance Account (Controlling Works Roll, July, 1900)	$ 471 09	
Maintenance Account (Bridgeport Pumping Station Roll, July, 1900)	749 87	
		$ 1,220 96
Total pay rolls for July, 1900		$ 17,720 30
Engineering Department (Chief Engineer's Roll, August, 1900)	$ 1,083 33	
Engineering Department (Division of Construction Roll, August, 1900)	3.506 25	
Engineering Department (Division of D. & D. Roll, August, 1900)	2,198 80	
Engineering Department (Division of Records Roll, August, 1900)	462 50	
		$ 7,250 88
Clerical Department (Clerk's Roll, August, 1900)		1,068 33
Law Department (Attorney's Roll, August, 1900)	$ 1,468 34	
Law Department (Joliet Roll, August, 1900)	483 33	
		$ 1,951 67
Treasury Department (Treasurer's Roll, August, 1900)		166 66
General Account (General Roll, August, 1900)	$ 316 67	
General Account (Special Roll, August, 1900)	297 34	
General Account (Special Discharge Roll, August, 1900)	6 66	
General Account (Trustee's Roll, August, 1900)	2,333 33	
		$ 2,954 00
Police Department (Marshal's Roll, August, 1900)		2,451 59
Maintenance Account (Controlling Works Roll, August, 1900)	$ 675 00	
Maintenance Account (Bridgeport Pumping Station Roll, August, 1900)	1,972 66	
Maintenance Account (Discharge Roll, August, 1900)	79 27	
		$ 2,726 93
Total pay rolls for August, 1900		$ 18,570 06
John S. Runnells (services, general counsel, July and August, 1900)		$ 833 33

CONSTRUCTION ACCOUNT.

Lydon & Drews Co. (By-Pass, Chicago River)	$ 6,969 86
Lydon & Drews Co. (Lake Front Park filling)	354 08
Lydon & Drews Co. (Lake Front Park filling)	201 26
Lydon & Drews Co. (excavating spoil, Van Buren Street)	238 99
Lydon & Drews Co. (Van Buren Street cable)	51 75
Lydon & Drews Co. (life saving apparatus)	207 50
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	10,724 35
A. & P. Roberts Company (Eight-Track Bridge)	38,238 47
Heldmaier & Neu (Section 17)	1,759 18
Gahan & Byrne (Section 18, concrete wall)	763 95
Thomas Phee (Taylor Street Bridge)	1,280 68
Thomas Phee (Taylor Street Bridge)	164 33
The Union Switch & Signal Company (Pan Handle Bridge)	558 02
The P., C., C. & St. L. Ry. Co. (Pan Handle Bridge)	973 33
Chicago Junction Ry. Co. (Pan Handle Bridge)	60 00
The Belt Ry. Co. of Chicago (Belt Ry. Branch)	469 27
Arthur Frantzen Company (Van Buren Street cable)	142 00
George D. Milligan Company (painting freight house)	82 00
Green's Dredging Company (dredging gas company's dock)	1,142 55
S. J. Stebbins Company (life saving apparatus)	67 62
Alfred Wenberg (I. & M. Canal Lock, No. 1)	74 00

S. L. Derby Lumber Company (Stephens Street Subway)	$ 27 05	
Western Stone Company (Stephens Street Subway)	135 20	
Barrett Hardware Company (Stephens Street Subway)	187 43	
Barrett Hardware Company (Section 18, retaining wall)	22 37	
Werden Buck (towpath drain)	34 00	
Werden Buck (paving brick)	17 54	
A. W. Hays (Section 18, retaining wall)	929 47	
F. Munch (Section 18, removing coffer dam)	82 50	
W. McPeek (Section 18, removing coffer dam)	33 44	
J. R. Bowen & Son (Section 18, retaining wall)	341 00	
J. R. Bowen & Son (Section 18, retaining wall)	400 00	
Fred Boehme (Section 18, retaining wall)	99 19	
Wilcox Bros. (Section 18, retaining wall)	105 45	
Jos. F. Haas, Clerk (Stephens Street Subway)	168 50	
A. R. Porter, Clerk (Stephens Street Subway)	87 88	
A. R. Porter, Clerk (wheel pit, controlling works)	557 19	
A. R. Porter, Clerk (Bear Trap Dam Bridge)	156 59	
A. R. Porter, Clerk (Section 18, removing Coffer Dam)	803 14	
A. R. Porter, Clerk (Section 18, retaining wall)	3,729 01	
Isham Randolph (Section 18, retaining wall, etc.)	1,771 06	
Isham Randolph (life saving apparatus)	746 55	
		$ 74,957 75

ENGINEERING DEPARTMENT.

Dennison Manufacturing Company (shipping tags)	3 40
A. P. Little (typewriter paper)	1 50
The Ryan & Hart Company (journal ruled paper)	2 50
John H. Batterman (envelopes)	7 88
Wm. Zeuch & Co. (letter heads)	7 00
Thayer & Jackson Stationery Company (stationery)	30 36
The Gunthorp-Warren Printing Company (printing specifications)	88 50
Isham Randolph (postage stamps)	44 00
Sweet, Wallach & Co. (photo supplies)	5 91
Central Camera Company (photo supplies)	25 60
Burke & James (photo supplies)	29 50
Pearson Bros. (blue prints)	12 61
Eugene Dietzgen Company (blue prints)	13 38
Frederick Post Company (blue prints)	30 74
A. H. Abbott & Co. (drafting supplies)	13 75
Keuffel & Esser Company (drafting supplies)	34 80
J. H. Alexander (rent Lockport to July 15, 1900)	8 50
Hans Isak (gauge reading)	10 00
The Waukesha Water Company (water)	13 50
Soper Lumber Company (oak stakes)	10 00
Sibley Warehouse and Storage Company (storage)	30 00
Hibbard, Spencer, Bartlett & Co. (hardware)	4 60
W. H. Salisbury & Co. (rubber goods)	2 47
R. Seelig (gage boards)	24 75
Crerar, Adams & Co. (boat spikes)	6 20
S. J. Stebbins Company (sundries)	18 57
Chas. H. Besley & Co. (tubing, etc.)	38 93
Mrs. Thos. O'Brien (moving Lockport office)	42 50
Henry Gebhardt (sundry repairs)	11 26
W. G. Derbyshire (bridge inspection)	69 07
Ralph Mojeski (checking bridge plans)	103 49
Hallsted & McNaughen (inspecting bridge material)	403 97
J. R. Davis (test pits)	664 60
W. T. Keating (expense)	22 16

J. S. Hull (expense)	$ 12 38	
J. S. Hull (expense)	25 88	
G. M. Wisner (expense)	30 00	
Isham Randolph (expense)	45 00	
A. R. Porter, Clerk, (Bear Trap Dam)	412 38	
		$ 2,361 64

CLERICAL DEPARTMENT.

Thayer & Jackson Stationery Company (stationery)	$ 5 90	
The Waukesha Water Company (water)	6 75	
		$ 12 65

GENERAL ACCOUNT.

The Chicago Times-Herald (advertising)	$ 5 40
Victor F. Lawson (advertising)	6 00
Tribune Company (advertising)	7 20
The Inter Ocean (advertising)	26 25
The Chicago Chronicle Company (advertising)	59 40
The Chicago Democrat (advertising)	74 40
The Chicago South Side Daily Sun (advertising)	7 00
National Republican (advertising)	12 00
National Republican (advertiring)	25 35
The Chicago Opinion (advertising)	14 00
The Western Catholic (advertising)	21 60
Hebrew-American (advertising)	37 00
British American Company (advertising)	54 00
Dunlop's Saturday Night Dispatch (advertising)	62 00
Standard Opinion Publishing Company (advertising)	65 50
Chicago Daily Leader (advertising)	78 00
Chicago Eagle (advertising)	80 00
Illinois Staats Zeitung Company (advertising)	2 76
The Abendpost Company (advertising)	10 50
Freie Presse (advertising)	12 50
The Construction News Company (advertising)	9 75
The Engineering Record (advertising	16 40
American Contractor Publishing Company (advertising)	22 80
The Economist Publishing Company (advertising)	10 50
Boston News Bureau (advertising)	8 75
Curtis Guild & Company (advertising)	11 67
Public Ledger (advertising	13 00
William B. Dana Co., proprietors (advertising)	21 00
The New York Times (advertising)	28 00
The Joliet Times (advertising)	12 00
Frank E. Stanley (advertising)	45 00
Wm. Saville (repairs "Juliet")	3 55
Geo. B. Carpenter & Co. (paints "Juliet")	5 10
H. Lewis & Co. (oil "Juliet")	5 85
Alexander H. Revell & Co. (stools "Juliet")	13 75
Robert E. Hills (fittings "Juliet")	21 63
Thomas Bagley (repairs "Juliet" and "Olivette")	46 14
Youghiogheny & Lehigh Coal Company (coal "Juliet")	70 00
Koch & Lee Company (supplies "Juliet")	21 85
John Davison (supplies and equipment "Juliet")	75 88
Thos. S. Bell (expense)	14 60
Chas. Werner (livery)	10 50
A. Hannibal (repairing furniture)	20 00
Thos. F. Parry (engrossing resolutions)	52 00
Isham Randolph (expense)	52 00
J. P. McCarthy (charter steamer "Hinda")	100 00

Moore & Janes, agents (insurance premiums)	$ 141 36	
John F. Higgins (printing proceedings)	159 39	
Security Deposit Company (rent offices August, 1900)	518 33	
Arthur R. Reynolds (Streams examination)	292 31	
		$ 2,473 97

SPECIAL COMMISSIONERS CHICAGO DRAINAGE CANAL.

Miss E. H. Selby (final report, special commissioners)	$ 50 00	
Special Commissioners, Chicago Drainage Canal, (July expense)	548 60	
		$ 598 60

POLICE DEPARTMENT.

Mathews & Co. (sundries)	$ 4 00	
Barbee Wire and Iron Works (wire basket)	5 00	
Mrs. A. Hartwig (laundry, June, 1900)	4 00	
Mrs. A. Hartwig (laundry, July, 1900)	5 00	
Mrs. Bridget Lambert (laundry, June and July, 1900)	6 00	
H. Channon Company (boat fittings)	24 38	
E. J. Coen (sailboat)	35 00	
E. J. Coen (expense)	91 50	
		$ 174 98

MAINTENANCE ACCOUNT.

Wm. O'Connell (hardware, Controlling Works)	$ 13 59	
Barrett Hardware Company (hardware, Controlling Works)	27 71	
Thos. F. Ryan (lumber, Controling Works)	66 12	
Isham Randolph (warehouse, Robey street)	141 00	
The John Davis Company (pipe, Bridgeport pumps)	2 26	
Standard Oil Company (oil, Bridgeport pumps)	4 23	
W. M. Ptantz & Co. (oil, Bridgeport pumps)	39 95	
Crosby Steam Gage and Valve Company (indicator, etc., Bridgeport pumps)	94 25	
Hibbard, Spencer, Bartlett & Co. (hardware, Bridgeport pumps)	27 39	
W. H. Salisbury & Co. (valves, Bridgeport pumps)	106 00	
Chicago Engineer Supply Company (pipe, etc., Bridgeport pumps)	366 20	
The Carl Anderson Company (repairs, Bridgeport pumps)	1,401 25	
Callahan & Co. (coal, Bridgeport pumps)	1,187 26	
W. J. Freckelton, Jr., (coal, Bridgeport pumps)	2,575 86	
		$ 6,053 07

Grand total $ 123,756 35

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers in favor of Maintenance Account, Bridgeport Pumping Station pay-roll July, 1900, for $749.87, and pay-roll August, 1900, for $1,972.66, Green's Dredging Company for $1,142.55, Alfred Wenberg for $74.00, The John Davis Company for $2.26, Standard Oil Company for $4.23, W M. Plantz & Co. for $39.95, Crosby Steam Gage and Valve Company for $94.25, Hibbard, Spencer, Bartlett & Co. for $27.39, W. H. Salisbury & Co. for $106.00, Chicago Engineer Supply Company for $366.20, The Carl Anderson Company for $1,401.25, Callahan & Co. for $1,187.26 and W. J. Freckelton, Jr. for $2,575.86, on all of which he voted nay*), Carter, Eckhart, Jones (*except as to vouchers in favor of Maintenance Account, Bridgeport Pumping Station, pay-roll July, 1900, for $749.87, and pay-roll August, 1900, for $1,972.66, Green's Dredging Company for $1,142.55, Alfred Wenberg & Co. for $74.00, The John Davis Company for $2.26, Standard Oil Company for $4.23, W. M. Plantz & Co. for $39.95, Crosby Steam Gage and Valve Company for $94.25, Hibbard, Spencer, Bartlett & Co. for $27.39, W. H. Salisbury & Co. for $106.00, Chicago Engineer Supply Company for $366.20, The Carl Anderson Company for $1,401.25, Callahan & Company for $1,187.26, W. J. Freckelton, Jr., for $2,575.86, J. P. McCarthy for $100.00 and Special Commissioners Chicago Drainage Canal for $548.60, on all of which he voted nay*), Mallette, Smyth (*except as to vouchers in favor of Maintenance Accounnt Bridgeport Pumping Station, pay-roll July, 1900, for $746.87, and pay-roll August, 1900, for $1,972.66, Green's Dredging Company for $1,142.55, Alfred Wenberg for $74.00, The John Davis Company for $2.26, Standard Oil Company for $4.23, W. M. Plantz & Co. for $39.95, Crosby Steam Gage and Valve Company for $94.25, Hibbard, Spencer, Bartlett & Company for $27.39, W. H. Salisbury & Co.*

for $106.00, Chicago Engineer Supply Company for $366.20, The Carl Anderson Company for $1,401.25, Callahan & Co. for $1,187.26 and W. J. Freckleton, Jr., for $2,575.86, on all of which he voted nay), and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1125, General Account (oil)....$14.00

Mr. Braden, seconded by Mr. Jones, moved that Requisition No. 1125, as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Mallette and Smyth—four. Nays—Messrs. Carter, Eckhart and Wenter—three.

Upon this result the President declared the motion lost.

MESSAGE IN REFERENCE TO PROPOSED BRIDGES ACROSS THE CHICAGO RIVER.

The President presented, and the Clerk read, a message in reference to data to be obtained from the City of Chicago required to prepare plans and specifications for advertisement and construction of bridges, as per order of the Board, at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue, and recommending the appointment of a Special Committee to confer with the proper authorities of the City of Chicago.

Mr. Mallette, seconded by Mr. Wenter, moved that the report be received and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The President thereupon appointed Messrs. Wenter, Carter and Eckhart as a Special Committee to take the matter in hand.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Attached hereto is a communication (at my request) from Mr. W. M. Hughes, Bridge Engineer, in relation to the data so far obtained from the City of Chicago's Chief Engineer as to data required to prepare plans and specifications for the advertisement and construction of bridges, as per order of your Honorable Body, at State, Randolph, Harrison, Polk, Eighteenth, Main Streets and Ashland Avenue. It appears from said communication that our Bridge Engineer has been unable to get the data required on some of the bridges, and I would therefore respectfully ask that a Special Committee be appointed to take this matter in hand and confer with the proper authorities of the City of Chicago and get the data required, so as to enable Messrs. Frank M. Montgomery & Co. and Messrs. Page & Shnable to proceed with the preparation of the plans and specifications as per their respective contracts.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

(One enclosure.)

MESSAGE IN REFERENCE TO LOCK TO BE CONSTRUCTED AT OR NEAR "JACK'S" LOCK AND ERECTION OF TWO WATER WHEELS AT THE BRIDGEPORT PUMPING STATION.

The President presented, and the Clerk read, a message in reference to a communication sent to the Hon. C. E. Snively, President of the Board of Canal Commissioners, informing him that it was the intention of the Sanitary District to construct a lock at or near "Jack's" lock and also to erect two wheels at the Bridgeport Pumping Station to supply the Summit level with water for navigation purposes, but had been unable to receive a permit, and enclosing a communication from President Snively calling for plans and specifications and asking a conference between the Chief Engineer and Mr. McDonald at an early date.

Mr. Carter, seconded by Mr. Mallette, moved that the message be received, printed and placed on file, and that the Chief Engineer be instructed to furnish the Canal Commissioners with plans and specifications and to insist upon a prompt reply.

The motion prevailed unanimously and it was so ordered.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—According to instruc-

tions of your Committee on Engineering on July 10th I sent a communication to Honorable C. E. Snively, President of the Canal Commissioners, informing him that it was the intention of the Sanitary District to construct a lock at or near Jack's lock and also to erect two wheels at the Bridgeport Pumping Station to supply the Summit level with water for navigation purposes, and requested that the Canal Board transmit to this Board a permit for doing said work. I have several times since called the attention of the President of the Canal Commissioners to the fact that I had not yet received such permit.

To-day I am in receipt of a communication from Honorable C. E. Snively, dated Aug. 27th, which I herewith transmit to your Honorable Body, purporting to be an answer to mine of July 10th.

I hope your Honorable Body will take action on this matter at an early date, as it is my opinion that if this work can be done it will be a great saving to the Sanitary District in maintaining the Summit level.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

ENCLOSURE.

"CANTON, Ill., Aug. 27, 1900.

Hon. William Boldenweck, President Board of Sanitary Trustees, Chicago, Ill.:

DEAR SIR—Your favor of 24th inst. just received, having been forwarded from Lockport. In accordance with my former letter to you, the matter of granting permission to your board to construct a lock at or near Jack's lock was laid before the Canal Commissioners at their last meeting, but on account of the absence of the Governor from the state, I have been unable to lay the matter before him.

In the absence of plans and specifications there seems to be a number of objections, both of an economic and engineering character, to your proposition. I believe it would be well to supply the Canal Commissioners with plans and specifications, or at least a description of the proposed lock. I also deem it advisable that you arrange a conference between Mr. Randolph and Mr. McDonald at as early a date as convenient.

The Governor will soon return, and I would be pleased to be able to present the matter to him fully.

Yours very truly,

(Signed) C. E. SNIVELY,
President."

MESSAGE IN REFERENCE TO THE LOCATION OF PUMPING PLANT FOR LAWRENCE AVENUE INTERCEPTING SEWER

The President presented, and the Clerk read, a message in reference to the location of the pumping plant for the Lawrence Avenue intercepting sewers, stating that the location of same was not in line with the proposed new channel and suggesting the appointment of a Special Committee empowered to take up the matter with the Commissioner of Public Works.

Mr. Wenter, seconded by Mr. Mallette, moved that the message be received, printed and placed on file and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith a communication with plat attached from Mr. F. W. Blocki, Deputy Commissioner of Public Works of the City of Chicago, in reply to my telephone message as to the location of the pumping plant for the Lawrence Avenue intercepting sewer. The location of the same is not in line with the proposed new channel, and I would therefore suggest that a Special Committee be empowered to take up this matter with the Commissioner of Public Works with a view of learning if the location for the same cannot be changed.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

(Enclosure and two tracings attached.)

MESSAGE IN REFERENCE TO PERMITS FOR CERTAIN CONSTRUCTION WORK.

President Boldenweck presented, and the Clerk read, a letter from the Secretary of War in reference to permits for

the widening and deepening of the Chicago River from Lake Street to Ashland Avenue, and also from Twelfth Street south to Ashland Avenue, which by unanimous consent was received, ordered printed and placed on file.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith permits for the widening and deepening of the Chicago River from Lake Street to Ashland Avenue, and also from Twelfth Street south to Ashland Avenue, both granted by His Honor, Elihu Root, Secretary of War, and I respectfully ask that they be printed in the Proceedings of the Board.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

(Three enclosures.)

"WAR DEPARTMENT,
WASHINGTON, August 13, 1900.

SIR—Referring to department letters of 11th ultimo, granting the Sanitary District of Chicago permission to deepen and widen the Chicago River, and replying to your communication of July 17th, returning the said letters and inquiring whether or not the signature of the Chief of Engineers thereto is required under the law, I beg to say that the action taken and communicated in said letters was upon and in accordance with the recommendation of the Chief of Engineers, United States Army, hence it would seem that no further expression of his consent to the proposed operations is necessary.

The letters of July 11th, above referred to, are returned herewith.

Very respectfully,

ELIHU ROOT,
Secretary of War.

MR. WM. BOLDENWECK,
President the Sanitary District of Chicago, Security Building, Chicago, Ills."

(Inclosures: Letters referred to.)

"WAR DEPARTMENT,
WASHINGTON, July 11, 1900.

SIR—In response to your application of 7th ultimo, for permission to make certain changes, alterations and improvements in the South Branch of the Chicago River, from the south line of Twelfth Street to the east line of Ashland Avenue, as shown on plans which accompanied said application, I beg to inform you that there is no objection on the part of the War Department to the prosecution of the work as specified, it being understood that this statement as to the attitude of the War Department shall not be understood as involving the general government in any way with the expense incident to the carrying out of the project, and does not in any way invalidate, waive or affect the right of the Secretary of War to regulate or revoke the permit granted, under date of May 8, 1899, to the Sanitary District of Chicago, to divert the waters of the Chicago River and cause them to flow into the artifical channel, such permission being subject to the following conditions, viz.:

"1. That it be distinctly understood that it is the intention of the Secretary of War to submit the questions connected with the work of the Sanitary District of Chicago to Congress for consideration and final action, and that this permit shall be subject to such action as may be taken by Congress.

"2. That if, at any time, it become apparent that the current created by such drainage works in the South and Main Branches of Chicago River, be unreasonably obstructive to navigation or injurious to property, the Secretary of War reserves the right to close said discharge through said channel or to modify it to such extent as may be demanded by navigation and property interests along said Chicago River and its South Branch.

"3. That the Sanitary District of Chicago must assume all responsibility for damages to property and navigation interests by reason of the introduction of a current in Chicago River.

Very respectfully,

ELIHU ROOT,
Secretary of War.

MR. WM. BOLDENWECK,
President the Sanitary District of Chicago, Security Building, Chicago, Ills."

"WAR DEPARTMENT,
WASHINGTON, July 11, 1900.

SIR—I have the honor to acknowledge the receipt of your letter of April 26th

last, requesting, in behalf of the Sanitary District of Chicago, permission to change, alter and improve the Chicago River, from Lake Street to Ashland Avenue, in Chicago, as shown on maps which accompanied your said letter.

Replying thereto I beg to inform you that there is no objection on the part of the War Department to the prosecution of work of improvement of Chicago River, specified in the above mentioned letter and delineated on the maps which accompanied the same, it being understood that this statement as to the attitude of the War Department shall not be understood as involving the general government in any way with the expense incident to the carrying out of the project, and does not in any way invalidate, waive or affect the right of the Secretary of War to regulate or revoke the permit granted under date of May 8, 1899, to the Sanitary District of Chicago, to divert the waters of the Chicago River and cause them to flow into the artificial channel, such permission being subject to the following conditions, viz.:

"1. That it be distinctly understood that it is the intention of the Secretary of War to submit the questions connected with the work of the Sanitary District of Chicago to Congress for consideration and final action and that this permit shall be subject to such action as may be taken by Congress.

"2. That if, at any time, it becomes apparent that the current created by such drainage works in the South and Main Branches of Chicago River, be unreasonably obstructive to navigation or injurious to property, the Secretary of War reserves the right to close said discharge through said channel or to modify it to such extent as may be demanded by navigation and property interests along said Chicago River and its South Branch.

"3. That the Sanitary District of Chicago must assume all responsibility for damages to property and navigation interests by reason of the introduction a current in Chicago River.

Very respectfully,

ELIHU ROOT,
Secretary of War.

MR. WM. BOLDENWECK,

President the Sanitary District of Chicago, Security Building, Chicago, Ills."

MESSAGE IN REFERENCE TO FOUNDATIONS FOR THE CANAL STREET BRIDGE.

President Boldenweck presented, and the Clerk read, a message in reference to the difference in plans between the City of Chicago and this District in relation to the foundations for the Canal Street Bridge, and advising that the matter be taken up with the proper authorities at once.

By unanimous consent the message was received, ordered printed and referred to the Committee on Engineering.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the matter of the Canal Street bridge I am informed that the City Engineer insisted upon the foundation of the bridge to be constructed in a manner so as to do away with the By-pass on each side of the bridge. This, as I understood it, was a main feature in the construction of new bridges. I should have taken the matter up with the City Engineer had it not been that the time for opening bids on this structure had been postponed twice and also had I not been informed by our Bridge Engineer that, as the bids would be taken on quantity prices, a change could be made after the bids were opened. I think if this plan were carried out it would be useless to widen the river to a width of 200 feet, as we would have the same difficulty as at present with a swifter current at the bridges than with a 200 foot width. I would therefore recommend that this matter be decided upon by your Honorable Body before awarding the contract for said structure.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

MESSAGE IN REFERENCE TO A PROTECTION TO PIER AT TAYLOR STREET BRIDGE.

President Boldenweck presented, and the Clerk read, a message calling attention to the danger of the bridge-tender's house on the east span of the Taylor Street Bridge by boats coming in contact with same, and stating that he had instructed the Bridge Engineer to have a clump of piles driven to the north of the east pier for protection.

Mr. Mallette, seconded by Mr. Eck-

hart, moved that the message be received, printed, and the action of the President approved.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Mallette, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Owing to danger to the bridge-tender's house on the east span of the Taylor Street Bridge by boats coming in contact with same, I have instructed the Bridge Engineer to have a clump of piles driven to the north of the east pier for protection. The cost, he informs me, will not exceed three hundred fifty dollars.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

MESSAGE IN REFERENCE TO PAYMENT ON ACCOUNT TO MESSRS. HELDMAIER & NEU, CONTRACTORS FOR SECTION 17.

President Boldenweck presented, and the Clerk read, a message informing the Trustees that under the contract with Heldmaier & Neu he had instructed the Clerk to advance said contractors the sum of $2,025.62 for payment of laborers.

Mr. Mallette, seconded by Mr. Carter, moved that the message be received, printed and placed on file, and that the action of the President be approved.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Mallette, Smyth and Wenter — six. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Under instructions given by me the Clerk of the Sanitary District has advanced to Messrs. Heldmaier & Neu, for payment of laborers working on Section 17, and under the clause entitled "Payment of Laborers," as per their contract (page 4795 of the Proceedings), the sums of seven hundred dollars and one thousand three hundred sixty-five dollars and sixty-two cents, respectively, and I would most respectfully ask the approval of same by your Honorable Body.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

MESSAGE IN REFERENCE TO THE PAYMENT OF FINAL VOUCHER TO HAYES BROS., CONTRACTORS FOR SECTIONS N AND O, AND THE APPROVAL OF BOND OF SAME.

President Boldenweck presented, and the Clerk read, a message in which he stated that he had approved the bond of Hayes Bros., in the sum of $16,000, with the National Surety Company as surety, for the faithful performance of the balance of their contracts for Sections N and O, and had paid the sums directed to be paid said contractors by the Board of Trustees July 18, 1900, (page 6688 of the Proceedings).

Mr. Mallette, seconded by Mr. Wenter, moved that the message be received, printed and placed on file, and that the action of the President be concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In pursuance to your instruction (page 6688 of the Proceedings) I have approved the bond of Hayes Brothers, given by the National Surety Company in the sum of sixteen thousand dollars, for the faithful performance of the removal of the balance of earth on Sections N and O, and have paid over to them the sums of eight thousand eight hundred eighty-six dollars and ninety cents and twenty-one thousand seven hundred eighteen dollars and sixty-two cents, respectively, as per the estimate of the Chief Engineer. A warrant in favor of Heldmaier & Neu for the sum of seven thousand five hundred dollars has also been signed by me, as per instructions of same date.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

MESSAGE IN REFERENCE TO CONTROLLING WORKS AT KEDZIE AVENUE.

President Boldenweck presented, and the Clerk read, a message calling attention to the desirability of constructing a Controlling Works at or near Kedzie Avenue for the purpose of controlling the lake fluctuations and as a safeguard in case of any accident in the Chicago River or at the Controlling Works at Lockport, and stating that he was informed a suitable lock that would answer the purpose could be built for about $150.000.

Mr. Mallette, seconded by Mr. Jones, moved that the message be received, printed and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE MESSAGE:

"CHICAGO, Aug. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the date of adjournment of your Honorable Body (July 18th) it was expected that the Committee on Engineering would make a report on the desirability of constructing a Controlling Works at or near Kedzie Avenue, for the purpose of controlling the lake fluctuation and for a safeguard in case of any accidents in the Chicago River or at the Controlling Works at Lockport. This report was withheld, and I now again call your attention to the necessity of these works. It is true that the cost of the work has been estimated by our Chief Engineer to be between one-half to three millions of dollars, but I am informed a suitable lock, and one that will answer all purposes, can be built for about $150,000. This seems to me a very small amount compared with the amount it would save for all time to come and the feeling of security to every one who has in any way contributed to the building of the Canal.

Hoping that some definite action will be taken at the earliest day possible, I am,

Very respectfully,

(Signed) WILLIAM BOLDENWECK,
President."

REPORT IN REFERENCE TO LEASE OF DOCKAGE LAND TO THE LEMONT LIMESTONE COMPANY, LEASE OF THE BRIDGEPORT PUMPING WORKS FROM THE CITY OF CHICAGO AND AGREEMENT WITH THE A., T. & S. F. RY. CO. FOR CONSTRUCTION OF EMBANKMENT AND TEMPORARY TRACKS.

The Clerk presented and read a report transmitting a lease of the Sanitary District with the Lemont Limestone Company for certain dockage land, and lease from the City of Chicago to the District for the Bridgeport Pumping Station, and also agreement of the District with the A., T. & S. F. Ry. Co. for the construction of a certain embankment and temporary tracks, the same having been duly executed by said parties and also by the President and Clerk, and recommending that the same be placed on file.

By unanimous consent the report was received and, with enclosed leases and agreement, ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO August 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the lease of the Sanitary District of Chicago with the Lemont Limestone Company, dated May 22, 1900, for certain dockage land, and with the City of Chicago dated July 13, 1900, for the Bridgeport Pumping Works, and also the agreement of the District with the A., T. & S. F. Ry. Co., dated April 29, 1900, for the construction of a certain embankment and temporary tracks, the same having been duly executed by said parties and also by your President and Clerk as authorized by the Board of Trustees at the meetings held April 11, May 23 and July 11, 1900 (pages 6405, 6573 and 6643 of the proceedings), and duplicate copies of same delivered to said parties, respectively, and I therefore recommend that the same be printed and placed on file with the Clerk.

Respectfully submitted,

A. R. PORTER,
Clerk."

The following is

THE LEASE WITH THE LEMONT LIMESTONE COMPANY, BEING LEASE NO. 12.

"*This Indenture*, Made this 22nd day of

May, A. D. 1900, between the Sanitary District of Chicago, party of the first part, and the Lemont Limestone Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part.

Witnesseth, That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, its successors and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in the counties hereinafter mentioned, and in the State of Illinois, known and described as follows, to-wit:

A piece of land one hundred (100) feet in width and extending one hundred (100) feet back in Section nineteen (19), Township thirty-seven (37) North, Range eleven (11), east of the Third (3rd) P. M., in Cook County, Illinois; said tract being located on the south side of the Main Drainage Channel, the east line of said tract being about one thousand (1,000) feet distant from the east line of said Section nineteen (19), as shown on the accompanying plat.

And also a piece of land one hundred (100) feet wide and extending back one hundred (100) feet on the west bank of the Main Drainage Channel, in the southeast quarter (¼) of Section twenty-six, Township thirty-seven (37) North, Range ten (10), east of the Third (3rd) Principal Meridian, in Will County, in the State of Illinois, together with a right of way sixteen (16) feet wide extending from the center point of said Section twenty-six (26) and in a southeasterly direction to the Main Drainage Channel, as shown on the accompanying plat, to be used for the purpose of shipping stone.

To have and to hold the above described premises unto the said party of the second part, its successors and assigns, from the 24th day of May, in the year of our Lord one thousand nine hundred, for and during and until the 23rd day of May, in the year of our Lord one thousand nine hundred and one.

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, its successors and assigns, to pay to the said party of the first part as rent for the said demised premises, at the office of said first party, in the City of Chicago, the sum of two (2) dollars per lineal or running foot of water front per annum, payable in equal monthly installments in advance.

It is hereby expressly agreed that the said party of the second party shall have preference to renew the lease for said lands for the period of one (1) year after the expiration of this lease, if the parties hereto shall agree upon the terms and conditions of said new lease.

It is expressly covenanted and agreed by the said party of the second part, its successors and assigns, that it will use said above described premises for dockage and shipping purposes only; and that it will not use said premises, or suffer them to be used, for the sale of wines, ales, liquors, or any other intoxicating beverages whatsoever, or for the purpose of gambling in any manner whatsoever.

It is further expressly covenanted and agreed, however, by and between the parties aforesaid that the said party of the first part, its successors or assigns, reserves to itielf the right, at any time at its selection, to declare said lease terminated, and, either with or without process of law, and using such force as may be necessary in so doing, to re-enter said demised premises and again re-possess and enjoy said premises as in their first and former state. Said party of the first part hereby covenants and agrees in case it does terminate this lease as above provided, and for no cause given by said party of the second part, to pay to said party of the second part such sum of money as shall be appraised as damages caused by such termination of this lease, said damages to be appraised by a board of three (3) arbitrators, one to be appointed by the party of the first part and one by the party of the second part and said two so appointed to choose a third one. The award of said board of arbitrators to be final and binding upon both parties to this lease.

It is further covenanted and agreed by the said party of the second part that it will pay or cause to be paid all water rates and all taxes and assessments that may be laid, charged or assessed on said premises pending the existence of this lease, or if at any time after any tax, assessment or water rate shall have become due or payable the party of the second part, or its legal representatives, shall neglect to pay such water rates, tax or assessment, it may be lawful for the party of

the first part to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part shall be deemed and taken, and are hereby declared to be so much additional and further rent for the above demised premises due from and payable by the party of the second part; and may be collected in the same manner, by distress or otherwise, as is hereinafter provided for the collection of other rents to grow due thereon.

And it is expressly understood and agreed by the party of the second part hereto, for its successors and assigns, that the whole amount of rent reserved and agreed to be paid for said above described premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by said party of the second part, its successors or assigns, and upon its or their interests in this lease and the premises hereby demised; and that whenever and as often as any installment of rent or any other amount above declared to be deemed and taken as rent shall become due and remain due and unpaid for one day after the same becomes due and payable, said party of the first part, its successors, agents, attorneys, or assigns, may sell at public auction to the highest bidder for cash, after having first given ten days' notice of the time and place of such sale in some newspaper published in Will County, all the buildings and improvements on said premises, and all the right, title and interest acquired by the said party of the second part under this lease to the premises herein described, and as the attorney of said party of the second part, hereby irrevocably constituted, may make to the purchaser or purchasers thereof a suitable and proper transfer, bill of sale, or deed of the same, and out of the proceeds arising from such sale, after first paying all costs and expenses of such sale, including commissions and attorney's fees, retain to itself the whole amount due on said lease up to the date of said sale, rendering the surplus, if any, to said party of the second part, its successors, attorneys or agents, which sale shall be a perpetual bar to and against all rights and equities of said party of the second part, its successors and assigns, in and to the property sold.

And the party of the second part further covenants with the party of the first part that it will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances and regulations of Cook and Will Counties and directions of the health officers, and that at the expiration of the time in this lease mentioned it will yield up said premises to the party of the first part in as good condition as when the same were entered upon by the party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

It is further agreed by the party of the second part that neither it nor its legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto, nor use, or suffer them to be used, for any other purpose than that above mentioned.

It is expressly understood and agreed by and between the parties aforesaid that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment, whereon it ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the party of the second part, its successors or assigns, it shall or may be lawful for the party of the first part, or its successors, agents, attorneys or assigns, at its election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to re-possess and enjoy, as in their first and former estate, and to distain for any rent that may be due thereon upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part in that case hereby waives all legal rights which it now has, or may have, to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the party of the first part, its successors, officers, agents, attorneys or assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the party of the second part as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at

any time said terms shall be ended at such election of said party of the first part, its successors, officers, agents, attorneys or assigns, as aforesaid, or in any other way, the party of the second part does hereby covenant and agree to surrender and deliver up said above described premises and property, peaceably, to the said party of the first part, its successors, officers, agents, attorneys or assigns, immediately upon the determination of said term as aforesaid; and if it shall remain in the possession of the same one day after notice of such default, or after the termination of this lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And the party of the second part hereby also agrees that in case any additional taxes are levied or assessed upon said property by reason of the construction of any improvements or appurtenances thereon by said second party, that said second party shall pay or cause to be paid all of said taxes which may be so levied or assessed.

And it is further understood and agreed by the said party of the second part that neither the right given in this lease to said party of the first part to collect the rent that may be due under the terms of this lease by sale or any proceedings under the same shall in any way affect the right of said party of the first part to declare this lease void and the term hereby created ended, as above provided, upon default made by said party of the second part.

And the said party of the second part hereby waives its right to any notice from said party of the first part of its election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

It is further understood and agreed that this lease shall be subject to the easement of the Sanitary District of Chicago for all purposes within its corporate powers not destructive or unnecessarily injurious to the rights and privileges of the party of the second part.

The said party of the second part further agrees not to remove any buildings or other improvements from said premises without the written consent of the said party of the first part, and that the said second party shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the successors and assigns of the parties to these presents, respectively.

In Witness Whereof, The parties have hereunto set their hands and seals the day and year first above written.

Sanitary District of Chicago,

(Signed) By WILLIAM BOLDENWECK,
President.

Attest: [SEAL]
A. R. PORTER,
Clerk.

Lemont Limestone Company,
CHARLES GOETZ,
President.

Attest:
E. H. BROWN,
Secretary.

All interlineation made before execution of this lease."

(Accompanied by two plats.)

The following is

THE LEASE WITH THE CITY OF CHICAGO BEING LEASE NO. 18.

"This indenture, made this thirteenth day of July, A. D. 1900, between the City of Chicago, a municipal corporation, party of the first part, and the Sanitary District of Chicago, a municipal corporation, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, has demised and leased to the said party of the second part all those premises situate, lying and being in the City of Chicago, County of Cook and State of Illinois, known and described as Block one hundred and three (103), Canalport Subdivision of the northeast quarter (¼) and southeast quarter (¼) and east half (½) of the southwest quarter (¼) of Section

thirty (30), Township thirty-nine (39) North, Range fourteen (14); together with all buildings, machinery and fixtures thereon. Said premises being commonly known as the "Bridgeport Pumping Works."

Said pumping works shall be maintained and operated by the said Sanitary District of Chicago free of all cost and expense to the said City of Chicago.

This lease may be terminated at the election of either party upon giving to the other party ninety (90) days' notice, in writing, of its election so to do.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, with the appurtenances thereon, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part to pay to the said party of the first part, as rent for said demised premises and appurtenances, the sum of one dollar ($1.00) per annum for said premises, payable on the first day of July of each and every year during the continuance of this lease.

In Witness Whereof, The said parties hereto have caused these presents to be signed by their respective officers and their corporate seals to be hereto affixed the day and year first above written.

City of Chicago,

By CARTER H. HARRISON,
Mayor.

Attest:

WM. LOEFFLER,
[SEAL] *City Clerk.*

Sanitary District of Chicago,

By WILLIAM BOLDENWECK,
President.

Attest:

JOSEPH F. HAAS,
[SEAL] *Clerk.*

The following is

THE AGREEMENT WITH THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY.

Agreement, Made this twenty-ninth day of April, A. D. 1900, by and between the Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter for convenience designated the "Atchison Company"), party of the first part, and the Sanitary District of Chicago (hereinafter for convenience designated "The District"), party of the second part.

WHEREAS, The Atchison Company controls and operates a line of railroad in the City of Chicago, a portion of which is shown on the sketch or blue print hereunto annexed marked Exhibit "A" and made a part hereof; and,

WHEREAS, Said line of railroad of the Atchison Company is crossed on Campbell Avenue south of Thirty-second Street, as shown on said Exhibit "A," by the tracks of the Chicago, St. Louis and Pittsburg Railway Company (hereinafter for convenience designated the 'Panhandle Company"); and,

WHEREAS, The District is constructing its certain drainage canal in the vicinity of and parallel or nearly parallel to and north of the said line of road of the Atchison Company, and in connection with said Drainage Canal is constructing certain bridges and approaches thereto to and across said Drainage Canal; and,

WHEREAS, Safety and convenience in prosecuting its work make it desirable that said District may temporarily divert the traffic of the Panhandle Company from its present tracks to temporary tracks, partially shown and indicated on said Exhibit A by dotted lines, so that said temporary tracks will cross said line of road of the Atchison Company at a point west of the westerly line of said Campbell Avenue; and,

WHEREAS, In order to construct said temporary tracks, it will be necessary for said District to construct an embankment on that portion of the right of way of the Atchison Company designated on said Exhibit A by red coloring; and lay crossings and tracks on such embankment; and,

WHEREAS, The District has requested the Atchison Company to permit it to construct such embankment and lay such temporary tracks and crossings on its property, as aforesaid, and to temporarily divert said traffic of the Panhandle Company over the same, as aforesaid, and the Atchison Company is willing to consent thereto upon the conditions hereinafter set forth:

Now, therefore, It is hereby agreed between the parties hereto as follows:

Article I.

The Atchison Company hereby gives to the District permission to construct an embankment and two tracks and crossings therefor

on that portion of its right of way shown by red colorings on said Exhibit A, the alignment of said tracks to be as follows: Beginning at a point on the center line between tracks of the Chicago, St. Louis and Pittsburg Railway, two hundred and thirty (230) feet southerly from its intersection with the center line of the south main track of the Atchison, Topeka and Santa Fe Railroad in Chicago, thence northerly and to the left on a curve radius of four hundred and seventy-eight (478) feet to a point ten (10) feet southerly from the center line of south main track of of said Atchison, Topeka and Santa Fe Railroad in Chicago, thence northerly at right angles to said Atchison, Topeka and Santa Fe Railroad in Chicago to the north line of said company's right of way; *provided*, that the entire cost and expense of making such change and construction shall be borne by the District.

Article II.

In consideration of the permission and right hereinafter given, the District covenants and agrees as follows:

1. That it will with as little delay and as slight inconvenience as possible to the Atchison Company, construct such embankment and lay such tracks and crossings at its own expense, and without any costs or expenses whatsoever to the Atchison Company, and that it shall and will at its own expense and without any costs or expense whatsoever to the Atchison Company make any changes in the interlocking plant at Ash Street (commonly called Ash Street interlocking plant) that may become necessary by reason of the construction of such embankment, tracks and crossings.

2. That on or before the expiration of one year from date of these presents, it will at its own cost and expense, and without any costs or expenses whatsoever to the Atchison Company, remove said tracks and said crossings, and restore said Panhandle traffic to its present tracks as it is now carried on on Campbell Avenue, and will remove said temporary embankment from the right of way of the Atchison Company, and will leave said tracks and right of way of the Atchison Company in the same condition in which they are at the date of these presents, and will make all necessary changes in the interlocking plant at Ash street to restore it to its present condition.

Article III.

For the considerations aforesaid the District further covenants and agrees to and with the Atchison Company that it will indemnify and save harmless said Atchison Company of and from all costs, charges, expenses, damages, injuries and losses of every name and nature which may accrue to it or for which it may become liable by reason of the exercise of the permission or rights or any of the rights hereby given by the Atchison Company to the District; and in case at the expiration of said year said District shall not remove said tracks and crossings and restore said Panhandle traffic to its present tracks and remove said embankment and do all necessary things to restore the Atchison Company to its original estate and condition in every particular, then and in that case the Atchison Company may do all acts necessary to so restore itself, and in such case the District will on demand repay the Atchison Company all its costs and expenses of whatsoever nature caused by reason of any such action it may take.

Article IV.

1. It is mutually covenanted and agreed by and between the parties hereto that any failure on the part of the District to comply with any of the covenants or conditions herein contained shall forthwith work a full and complete forfeiture of the permission and license hereby given, together with all the rights and privileges thereof, and the some shall forthwith cease; and no act or failure on the part of the Atchison Company shall be construed as a waiver of any forfeiture provided for herein.

2. That this license is without any consideration whatever moving to or for the benefit of the Atchison Company, but is for the sole benefit of the District and the same is accepted by the District upon and subject to all the covenants and conditions herein contained.

Article V.

This agreement and each of the covenants and conditions thereof shall insure to the benefit respectively of the successors and assigns of the Atchison Company, and shall be binding upon the successors and assigns respectively of the District.

In Witness Whereof, The parties hereto

have executed this instrument the day and year first above written.

The Atchison, Topeka and Santa Fe Railway Company,

(Signed) By E. P. RIPLEY.

Sanitary District of Chicago,
By WILLIAM BOLDENWECK,
President.

[SEAL] A. R. PORTER,
Clerk.

(Accompanied by plat.)

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report of the Clerical Department for the months of June and July, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, August 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the months of June and July, 1900:

The total expenditure of the District for the month of June was $561,766 86, of which amount the sum of $556,849.82 was paid in Regular Warrants and the sum of $4,917.04 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer during June the sum of $4,764.66 was for 1899 Tax Warrants redeemed and $152.38 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month of June was $1,071.34, of which amount the sum of $1,068.34 was for salaries and the sum of $3.00 for general office expenses.

The total amount expended for account of, and charged to, the General Account during the month of June was $6,941.23, divided as follows:

Rent for June, 1900	$ 518 33
Printing	537 06
Streams examination	1,234 71
Salaries	3,035 01
Advertising	113 33
General expenses	1,502 79
Total	$6,941 23

The total expenditure of the District for the month of July was $716,299.40, of which amount the sum of $283,983.75 was paid in Regular Warrants and the sum of $432,315.65 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer during July the sum of $418,799.26 was for 1899 Tax Warrants redeemed and $13,516.39 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month of July was $30.50 for general office expenses.

There are no outstanding liabilities against the Clerical Department and the expenditure for the present month will be about $1,200.00.

The total amount expended for account of, and charged to, the General Account during the month of July was $6,332.23, divided as follows.

Rent for July, 1900	$ 528 33
Printing	227 02
Streams examination	1,442 19
Advertising	25 00
General expenses	4,109 69
Total	$6,332 23

The expenditure for the present month for the General Account will be about $6,000.00.

Of the total Tax Levy Warrants heretofore issued, the following amounts were still outstanding August 1, 1900:

Against the Tax Levy of 1896	$ 10,963 39
Against the Tax Levy of 1899	888,603 45
Against the Tax Levy of 1900	379,209 17
Total	$ 1,278,776 01

The following is a tabulated statement of total expenditures for the month of June, 1900:

Account.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 11,751 47	.....	$ 11,751 47
Construction	136,997 23	.....	136,997 23
Clerical Department	1,071 34	.....	1,071 34
Law Department	3,005 37	.....	3,005 37
Treasury Department	183 16	.....	183 16
General	6,941 23	.....	6,941 23
Police Department	2,468 47	.....	2,468 47
Maintenance	11,766 55	.....	11,766 55
Bond	150,000 00	.....	150,000 00
Interest and Premium	232,665 00	.....	232,665 00
1899 Tax Warrants redeemed	.....	$ 4,764 66	4,764 66
Interest on Tax Warrants redeemed	.....	152 38	152 38
Total	$556,849 82	$ 4,917 04	$ 561,766 86

The following is a tabulated statement of total expenditures for the month of July, 1899.

ACCOUNT.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 2,371 52	.....	$ 2,371 52
Construction	208,787 90	.....	208,787 90
Clerical Department	30 50	.....	30 50
Law Department	4,598 15	.....	4,598 15
Land	276 06	.....	276 06
General	6,332 23	.....	6,332 23
Police Department	111 44	.....	111 44
Maintenance	15,827 95	.....	15,827 95
Capitalization and maintenance of bridges	20,648 00	.....	20,648 00
A. R. Porter, Clerk	25,000 00	.....	25,000 00
1899 Tax Warrants redeemed	.....	$418,799 26	418,799 26
Interest on Tax Warrants redeemed	.....	13,516 39	13,516 39
Totals	$283,983 75	$432,315 65	$ 716,299 40

Respectfully submitted,

(Signed) A. R. PORTER, *Clerk.*"

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of July, 1900, which by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"*Receipts.*

Balance on hand at date of last report		$ 111,554 95
From J. F. Haas, Clerk, Construction Account	$ 3,625 07	
From J. F. Haas, Clerk, Construction Account	436 55	
From J. F. Haas, Clerk, J. F. Haas, Clerk	20,000 00	
From sale of bond, Bond Account	1,000,000 00	
From sale of bond, Bond Interest and Premium Account	16,251 91	
From County Treasurer, Sanitary District Tax Account	300,000 00	
From A. R. Porter, Clerk, Construction Account	173 97	
From Chicago National Bank, Interest Account	474 52	
Total cash received for month		$ 1,340,962 02
		$ 1,452,516 97

Disbursements.

Clerical Department	$ 1,101 84	
Treasury Department	166 66	
Engineering Department	12,769 93	
Construction Account	189,548 88	
Law Department	7,210 10	
Law Department, Land Account	276 06	
General Account	9,716 51	
Maintenance Account	17,038 84	
Police Department	2,581 91	
A. R. Porter, Clerk	25,000 00	
Bond Account	150,000 00	
Bond Interest and Premium Account	232,665 00	
Tax Warrants Paid, Levy 1899	418,799 26	
Interest Paid on Tax Warrants, Levy 1899	13,516 39	
Total cash disbursed,		$ 1,079,391 38
Balance this date, in banks (as per schedule endorsed hereon)		372,125 59
		$ 1,452,516 97

Schedule.

Chicago National Bank	$ 346,186 81
National Bank of Illinois	25,938 78
Total	$ 373,125 59

CHICAGO, August 10, 1900. (Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of July, 1900, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO Aug. 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of July, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $113,005.27, divided as follows: Main Channel, $58,939.80; bridges, $54,065.47.

The engineering expenses for the month were $7.930.35, divided as follows: Salaries, $7,512.62; supplies, etc., $417.73. Salaries to the amount of $1,029.87 were expended for that portion of the month that the Sanitary District has taken charge of the Bridgeport Pumping Plant. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River—The contractors for the dredging of the South Fork of the South Branch of this river have made good progress during the month. An estimate for the excavation of 15,000 cubic yards of soft material was rendered them on the 15th. No estimate was given for the last half of the month.

The hauling of material to the Lake Front Park was discontinued on the 20th. The survey party was at work staking off the 200 feet of channel from Twelfth Street south.

The contractors for the substructure of the C. T. T. R. R. Co.'s bridge continued work throughout the month, with the following results: Sheet piling and bracing, 82,000 feet B. M.; number of coffer dam piles driven, 22; concrete in the east abutment, 1,600 cubic yards.

The contractor for the superstructure of the Taylor Street Bridge completed the erection and painting of the east leaf. The west leaf was erected and about one-half of the rivets remain to be driven.

Section "O"—On the 25th a dredge was put to work in the West Fork west of the railroad bridges at Campbell Avenue, and continued to the end of the month. The material excavated was overcast so as to straighten and deepen the channel.

The contractors for the superstructure of the Eight Track Bridge began the erection of the falsework on the 3d and continued throughout the balance of the month. On the 4th the first carload of iron arrived. On the 27th the falsework was completed across the opening in the trestles, which stopped navigation and boats were compelled to go through the West Fork.

The three railroad companies in interest at the eight track crossing did more or less work during the month on their respective trestles. The Sanitary District employed a small force for about a week in shimming up the trestles and restoring broken braces.

Section "K"—The north abutment of the substructure for the Bridge of the Belt Railway of Chicago was completed and backfilled on the 12th. The contractors for the superstructure worked up to the 23d erecting falsework and traveler and placing track castings on center pier. No work was done from the 23d to the end of the month. About 300 feet of sidewalk was built at this point and two landings were provided for the convenience of the passenger boats plying on the Main Channel, as they were not allowed to pass under the trestles.

Section 8—The Stephens Street Subway was entirely completed during the month.

Section 15—The work on the superstructure of the Bear Trap Dam Bridge was begun and the south span was erected. Work on the north span was also begun.

The work of drilling the well at the Controlling Works was carried on at intervals during the month and a six-inch bore was completed 42 feet.

Section 17—A dredge worked at intervals during the month, and the material dredged was dumped in the embankment on the east side of the Main Channel.

Section 18—The operation of the pump at the conduit began on the 9th and continued throughout the balance of the month. The work of removing the Tail Race Crib began on the 13th and was continued to the end of the month. Excavation for retaining wall along Desplaines Street was resumed on the 13th. The work of concreting for same was taken up on the 16th and carried on through the balance of the month.

General—A force of about seven men were employed during most of the month stringing the life-saving apparatus along the rock sections of the Main Channel. The work was begun at about three-eighths of a mile above the Romeo bridge, and at the end of the month about six and one-fourth miles were completed. The rate of progress per day was about one-fourth of a mile.

The Sanitary District assumed nominal control of the Bridgeport Pumping Plant on the 16th, but the formal order of the City of Chicago dispensing with its force of employes did not occur until the 24th.

The work of overhauling all of the engines was taken up and continued throughout the month. Twenty seven men were employed at the end of the month. About 383 tons of coal were consumed from the 16th to the 25th—an average of about 38 tons a day. From the 26th to the 31st about 201 tons were consumed—an average of about 34 tons a day.

The Lockport office was abandoned on June 30th and moved to Joliet.

Division of Designing and Drafting.

The following drawings, etc., were made: Plans showing location of proposed new bridges at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue, all across the Chicago River; and a 50-feet scale plat showing the property to be acquired from Eighteenth Street to Ashland Avenue, for the purpose of widening the South Branch of the Chicago River.

Division of Records.

The work of this division for July has been carried on in the usual manner.

I estimate the expenses of this Department for the month of August will be $100,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During July, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.
Chicago River	15,000	.....	.....
Section "N"	8,060	.....	.....
Section 17	1,100	967	17.6
C. T. T. R. R. Co.'s Bridge, Chicago River	2,600	.....	.....
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K	1,781	.....	473.62
Totals	28,500	967	491.22

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Done During July, 1900.

DESIGNATION.	Main Channel.	Bridges.	Totals.
Chicago River	$ 5,439 30	.....	$ 5,439 30
Section O	35,000 00	.....	35,000 00
Section N	4,881 16	.....	4,881 16
Section 8	3,326 34	.....	3,326 34
Section 12	—173 97	....	—173 97
Section 17	9,705 49	.....	9,705 49
Section 18	741 00	$ —237 76	503 24
Disposal Works, Section 15	20 48	.....	20 48
Taylor Street Bridge, Chicago River	.....	31,200 00	31,200 00
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	15,909 17	15,909 17
Southwest Boulevard Bridge, Main Channel, Sec. O	.....	1,170 40	1,170 40
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	5,683 84	5,683 84
The A., T. & S. F. Ry. Co.'s Bridge, Main Channel and Stephen Street Subway, Sec. 8	.....	75 42	75 42
Bear Trap Dam Bridge, Sec. 15	.....	3,045 00	3,045 00
Cass Street Bridge, Sec. 18	.....	—1,139 16	—1,139 16
Jefferson Street Bridge, Sec. 18	.....	—1,641 44	—1,641 44
Totals	$58,939 41	$54,065 47	$113,005 27

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF JULY, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Maintenance Account—Salaries.
	Salaries.	Supplies, Etc.	Totals.		
Borings and Test Pits	$ 67 00		$ 67 00		
Maps and Plans for General Use	62 00		62 00		
Chicago River Survey	670 00		670 00		
Chicago River Improvement	1,387 83		1,387 83	$5,083 05	
Right of Way	223 92		223 92		
Flow Measurements	866 16	$ 410 30	1,276 46		
Disposal Works and Joliet Project	1,816 41	5 93	1,822 34	10,215 66	
Regular Construction—Main Channel and River Diversion	242 80		242 80	63,282 67	
Lemont Road Permanent Bridge, Main Channel, Section 8	67 50		67 50		
A., T. & S. F. Ry. Co.'s Permanent Bridge, M. C. and Track Deviation, and Stevens St. Subway, Sec. 8				75 42	
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	80 00		80 00		
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	150 00		150 00	11,302 35	
Southwest Boulevard Permanent Bridge, Main Channel, Section O				5,475 22	
Panhandle Temporary Bridges, Main Channel, Section O	140 00		140 00		
Panhandle Permanent Bridge, Main Channel, Section O	460 00		460 00		
Canal Street Bridge, Chicago River	30 00		30 00		
Taylor Street Bridge, Chicago River	209 37		209 37	31,200 00	
C. T. T. R. R. Co.'s Bridge, Chicago River	446 88		446 88	13,920 53	
Bear Trap Dam Permanent Bridge, Section 15	10 00		10 00	3,045 00	
Towpath Permanent Bridge, Section 17	10 00		10 00		
Jefferson Street Temporary Bridge, Section 18		1 50	1 50	—310 96	
Jefferson Street Permanent Bridge, Section 18	20 00		20 00	—1,641 44	
Cass Street Permanent Bridge, Section 18	15 00		15 00	—1,139 16	
C., R. I. & P. Ry. Co.'s Temporary Bridge, Section 18				73 20	
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18	15 00		15 00		
Mortar, Sand and Cement Tests	304 75		304 75		
Photographs of Works	150 00		150 00		
Life Saving Apparatus	68 00		68 00		
Bridgeport Pumping Works					$ 1,029 87
Totals	*$7,512 62	$ 417 73	$7,930 35	$140,581 54	$ 1,029 87

*Payroll for July includes $280, which is charged to Bridgeport Pumping Works—Maintenance Account.

REPORT IN REFERENCE TO THE RELEASE OF BOND ON THE SUPERSTRUCTURE FOR THE BY-PASS ALONG THE CHICAGO RIVER.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Committee on Finance in reference to the reduction of the bond of Griffiths & McDermott, contractors for the superstructure of the By-pass along the Chicago River, the report recommending that the surety on the bond be released from all further liability thereon, the contractors, however, to remain liable, and that the contractors furnish a new bond in lieu of said original bond in the sum of $2.000.

Mr. Carter, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith report a request from Griffith & McDermott, former contractors for the By-pass superstructure, for a release of the surety on the bond given by said firm in accordance with the contract for the work aforesaid.

The Committee has ascertained that no claims are on file against said firm and advises that a final certificate of the Chief Engineer of the District was awarded on March 7, 1900 (page 6327 of the Proceedings). The Committee, therefore, recommends that the surety on said bond be released from further liability thereon, the contractors, however, to remain liable And that the said contractors shall enter and furnish a new bond in lieu of said original bond in the sum of two thousand (2,000.00) dollars, with surety thereon, to be acceptable to the Finance Committee and approved by the Board.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

ACQUIREMENT OF TITLE TO CERTAIN PROPERTIES ALONG THE CHICAGO RIVER.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Joint Committee on Finance and Engineering, setting forth that the Committee has made an agreement with Wm. A. Havemeyer for the purchase of certain property adjoining the Chicago River, as described in the report, and recommending that upon the execution of a good and sufficient warranty deed in the form attached that the President and Clerk of the District pay, upon the voucher of the Attorney, to the said Wm. A. Havemeyer the sum of $11,372.00.

Mr. Carter, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering respectfully reports that a strip of land adjacent to the South Branch of the Chicago River, near Eighteenth Street, belonging to Wm. A. Havemeyer, is necessary for the widening of the South Branch of the Chicago River and for the corporate purposes of the District; and that said Havemeyer has made a proposition to convey the same to the Sanitary District of Chicago, by a good and sufficient warranty deed, for the sum of $11,372.00, being at the rate of $2.00 per square foot for said land, which proposition, your Committee is of opinion, should be accepted by the District and said land purchased.

Your Committee, therefore, recommends that upon the execution of a good and sufficient warranty deed, in the form hereto attached, conveying the property therein described to the Sanitary District, that the President and Clerk of the District, upon the voucher

of the Attorney, pay the said William A. Havemeyer the sum of $11,372.00.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
JOS. C. BRADEN,
THOMAS A. SMYTH,
WM. BOLDENWECK,
ALEX. J. JONES,

Joint Committee on Finance and Engineering."

"*This Indenture Witnesseth*, That the grantors, William A. Havemeyer and Rosa R. Havemeyer, his wife, of Riverside, in the County of Cook and State of Illinois, for and in consideration of the sum of eleven thousand three hundred and seventy-two (11,372.00) dollars in hand paid; and in further consideration of the covenants and agreements hereinafter named to be performed by the party of the second part, convey and warrant to the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinois, the following described real estate:

That part of Old Street between Blocks four (4) and fourteen (14), Canal Trustees' Subdivision of the west one-half (W. ½) of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, and so much of the southeast quarter (S. E. ¼) as lies west of the South Branch of the Chicago River, and that part of Lots four (4) and five (5) in said Block four (4) lying east of the following described line:

Beginning at a point on the north line of Eighteenth (18th) Street two hundred (200) feet east of the northeast corner of Lumber and Eighteenth (18th) Streets, measured along said north line; thence running northeasterly to the point of intersection of the present (August 1, 1900) west dock line of the South Branch of the Chicago River with the north line of said Lot four (4), excepting therefrom those parts of Lots four (4) and five (5) recently purchased by the Sanitary District of Chicago and the United States Government, for the purpose of widening the South Branch of the Chicago River, containing five thousand six hundred and eighty-six (5,686) square feet, more or less, situated in the City of Chicago, County of Cook and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Said grantors, in further consideration of the payment of the money hereinbefore receipted for, release all claims of damages to lands not taken by grantee herein for its right of way growing out of the construction and maintainance of its Main Channel, and the necessary adjuncts thereto, and the widening, deepening and opening of said South Branch of the Chicago River.

This conveyance is made on the express agreement that the said premises herein conveyed are to be used by the party of the second part for the opening, widening and deepening of the Chicago River, in the City of Chicago, County of Cook and State of Illinois; and for the further purposes of the said Sanitary District of Chicago, embraced within the statute of the State, authorizing the formation of said District, and for the aforesaid purposes solely, and for no other purposes.

And the said party of the second part, as a part of said consideration, agrees to replace, build and complete the docks in, upon and along said premises in said Chicago River in a substantial and first-class condition, and if said docks are required to be accepted by the United States Government, then they shall be so constructed that they shall be accepted by the Engineer of the United States Government located in Chicago, or other officer of the United States Government, duly authorized to accept and approve the same.

Dated this ..... day of ....., A. D. 1900.

.....[SEAL]

.....[SEAL]"

"STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, ..., a notary public in and for said county and state aforesaid, do hereby certify that William A. Havemeyer, and Rosa R. Havemeyer, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth, including

the release and waiver of the right of homestead.

Given under my hand and notarial seal this ..... day of ....., A. A. 1900.

.....
Notary Public."

VERBAL REPORT IN REFERENCE TO PURCHASE OF ABSTRACTS OF TITLE TO CERTAIN PROPERTY.

Mr. Smyth, Chairman, on behalf of the Committee on Engineering, made a verbal report recommending the acceptance of the bid of Robert M. Simon, Recorder of Deeds for Cook County, for the furnishing of abstracts of title to certain property to be acquired by the Sanitary District and, seconded by Mr. Braden, moved its adoption.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE SCHEDULE OF BIDS FOR FURNISHING ABSTRACTS OF TITLE.

"August 29, 1900.

Charles C. Gilbert, Esq., Attorney Sanitary District, City:

DEAR SIR—I herewith submit a bid of $4,350.00 for furnishing Sanitary District abstracts of title to property described in Tracts 15 to 40 inclusive, 47 to 96 both inclusive, 98 to 116 both inclusive, 118 to 167 both inclusive; said abstracts to commence on Oct. 9th, 1871, except as to several tracts, to which we have anti-fire abstracts on record, which we will furnish.

Respectfully,

ROBERT M. SIMON,
Recorder."

"August 29th, 1900.

Charles C. Gilbert, Esq., Attorney Sanitary District of Chicago:

DEAR SIR—In response to your inquiry as to what time certificates of title to the one hundred and fifty-one tracts of property submitted to us would be required to furnish and cost of same, we beg to submit our bid of forty-five hundred (4,500.00) dollars for the work and agree to deliver the certificates within one month of receipt of order.

Very truly yours,

SECURITY TITLE AND TRUST COMPANY,
Per J. L. Day."

"CHICAGO, August 23, 1900.

Mr. Charles C. Gilbert, Attorney Sanitary District of Chicago, Security Building, Chicago, Ill.:

DEAR SIR—Our estimate of the cost of opinions of title on the property described in the list furnished us of real estate lying south of Twelfth Street and east of Ashland Avenue, adjacent to the South Branch of the Chicago River, is $12,500 net.

There are 146 opinions in all, 115 being entirely new examinations and 31 being covered partly by opinions already in your hands, which will have to be re-examined for the additional property to be taken and your present opinions remodeled.

In the event of the order being left immediately, we could furnish these opinions by the 1st of October next. We could commence giving you opinions in one week from the time you direct us to proceed with the work.

Yours truly,

TITLE GUARANTEE AND TRUST COMPANY,
Archd. A. Stewart,
Vice-President."

REPORT ON FINAL PAYMENT TO CONTRACTORS FOR CONTRACT ON SECTION 18.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering transmitting the certificate and voucher of the Chief Engineer in favor of Messrs. Gahan & Byrne, contractors for Section 18, the same being in final payment for work done upon said section, and recommending that the President and Clerk be authorized and directed to make payment upon said voucher and certificate to Messrs. Gahan & Byrne in the sum found to be due, upon the execution by said contractors of a receipt for same.

Mr. Smyth, seconded by Mr. Jones, moved that the report be received, printed, and the recommendations contained therein coucurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that it has had under consideration the certificate and voucher of the Chief Engineer, in favor of Messrs. Gahan & Byrne, in the sum of $2,282.50, which is hereto attached, which covers the excavation under the C., R. I. & P. R. R. Bridge, on Contract Section 18, and which was excepted from the final certificate on Section 18 issued by the Chief Engineer of date May 16, 1900.

Your Committee has fully considered the subject matter of the same and recommends that the President and Clerk of the District be authorized and directed to make payment upon such voucher and certificate in favor of Messrs. Gahan & Byrne in the sum of $2,282.50, the sum found to be due in said voucher, upon the execution by said contractors, in favor of the District, of a receipt for the same.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman,
J. P. MALLETTE,
FRANK WENTER,
J. C. BRADEN,
WM. BOLDENWECK.
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER.

"CHICAGO, June 26th, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit a voucher in favor of Gahan & Byrne in the sum of $2,282.50, which sum covers the excavation under the C. R I. & P. Bridge which was excepted from my final voucher on Section 18 under date of May 16th last. This completes the contract work on Section 18 which is accessible to these contractors; that portion within the Desplaines River which they failed to excavate is now submerged and will so remain unless the flow from the Sanitary District is shut off for a sufficient period to admit of the excavation being made, which condition is never likely to obtain; hence the voucher herewith transmitted may be taken as a final estimate on this section.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.'

REPORT IN REFERENCE TO STATISTICS OF THE ILLINOIS AND MISSISSIPPI RIVERS.

Mr. Smyth, Chairman, on behalf of the Committee on Engineering, recommended the acceptance of the bid of John L. Mathews for gathering statistics along the Illinois and Mississippi Rivers from Chicago to New Orleans, and over waters adjacent thereto, the amount to be paid for said information not to exceed $250.00, and, seconded by Mr. Braden, moved its adoption.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Mallette, Smyth and Wenter—six. Nays—Messrs. Carter and Eckhart—two.

Upon this result the President declared the motion carried.

The following is

THE COMMUNICATION:

"CHICAGO, August 29.

President Boldenweck:

DEAR SIR—This is to remind you of the plan I laid before you and the members of the Board at the Special Committee meeting a couple of weeks ago relative to my trip down the Mississippi. Will you please make certain that this comes up and is settled at the present meeting of the Board? I have begun my boat, acting on the assurances that were given me by the Committee, and have gone ahead with my preparations. I wish to start September 11, in order that my report may be completed and in your hands not later than December 1.

I enclose herewith a statement of what I propose to do on the trip, but desire, of course, in addition whatever suggestions or orders the Board and its members are willing to give.

Very truly yours,

JOHN L. MATHEWS."

'To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Being about to undertake a trip down the Illinois and Mississippi Rivers from Chicago to New Orleans through the country and over the waters that will be most immediately affected by the opening of a ship canal from Lockport to slack water in the Illinois, I submit the following proposition to your Honorable Body:

I will furnish you a statistical report of the present commerce on these rivers, both going and coming; an account of the products of the tributary country that should make use of a completed waterway to the lakes and eventually to the eastern seaboard, but which is now diverted to New Orleans or Savannah; statements from the chief growers, shippers and manufacturers of the valley country as to the present cost of freights annually by rail or by the longer waterways and the amount that would be saved them by the opening of the canal; figures of the exports from Chicago to the southwestern country that will be affected by the canal; a general estimate of what river navigation now is and what in the estimation of the engineers and old vesselmen along the way it can be made, together with photographs illustrative of these reports. In addition I will call upon the Mayors of cities along the rivers and the local chambers of commerce and obtain from them if possible statements favoring the construction of the canal, and will endeavor to induce them to further the agitation for the through waterway. I will compile these statistics and interviews in concise form, making them accurate and comprehensive so that they may be used by your Honorable Body as documents for the information of Congress in relation to the waterway and furthering its construction. For this labor I ask $250.

Very truly yonrs,

JOHN L. MATHEWS."

WITHDRAWAL OF STEAMER JULIET FROM SERVICE.

Under the head of new business Mr. Carter, seconded by Mr. Eckhart, moved that the steamer "Juliet" be withdrawn from commission and be docked where she could be cared for by the Police Department.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart and Wenter—three. Nays — Messrs. Boldenweck, Braden, Jones, Mallette and Smyth—five.

Upon this result the President declared the motion lost.

Before roll-call on the above motion Mr. Boldenweck explained his vote by tsating he understood the steamer "Juliet" was to be put to further use by the Engineering Department.

Mr. Jones here stated that at the proper time he would make a motion directing the Police Department to patrol the Chicago River.

CLOSING OF OFFICES LABOR DAY.

Mr. Braden, seconded by Mr. Smyth, moved that the offices of the District be closed and all work suspended and that all employes of the District be granted a holiday on Monday, September 3, 1900, the same being Labor Day, a legal holiday.

The motion prevailed unanimously and it was so ordered.

ORDINANCE IN REFERENCE TO BRIDGES OVER THE CHICAGO RIVER AT STATE, RANDOLPH, HARRISON, POLK, EIGHTEENTH AND MAIN STREETS AND ASHLAND AVENUE.

The President presented, and the Clerk read, an ordinance accepting an ordinance of the City of Chicago in reference to the construction of certain bridges at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue.

Mr. Mallette, seconded by Mr. Braden, moved that the ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE:

"Be it ordained by the Board Trustees of of the Sanitary District of Chicago:

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on the 16th day of July, A. D. 1900, with reference to the construction of certain bridges at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue, be and the same is

hereby accepted by the Sanitary District of Chicago.

SECTION 2. That the President and Clerk of the District be and are hereby authorized to enter into the contract mentioned in Section 2 of said ordinance on behalf of the said Sanitary District of Chicago with the proper authorities of the said City of Chicago.

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

AN ORDINANCE.

"WHEREAS, The Sanitary District of Chicago has agreed to remove the present bridges over the Chicago River at the following streets, namely: State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue, and to replace them with bascule bridges, at its own cost and expense; and,

WHEREAS, The said several bridges so to be removed are single-track bridges, having less width than the width of said streets, and it is now desired that said bridges so to be removed shall be replaced with double track bascule bridges, and said Sanitary District of Chicago is now willing to replace said bridges at said streets with such double track bascule bridges, provided that the City of Chicago will agree with said Sanitary District of Chicago to pay to said Sanitary District of Chicago the additional cost and expense that will be incurred by said Sanitary District in replacing said bridges with such double track bascule bridges over the cost and expense of replacing them with single track bascule bridges of the same width as the said bridge so to be removed, and to issue in payment therefor the bonds of the City of Chicago, payable twenty (20) years after date, bearing interest at the rate of three and one-half (3½) per cent per annum, payable semi-annually; provided, however, that it shall be adjudged and determined by the Supreme Court of this State prior to the passage of the next appropriation bill by the City Council that such bonds are valid and legal obligations of the City of Chicago; but in case it should not be so adjudged by said Supreme Court on or before that time, then provision shall be made by the City Council for the payment of said additional cost and expense in its next appropriation bill; and,

WHEREAS, The additional cost of replacing said bridges at said several streets with double-track bascule bridges over the cost of replacing them with single-track bascule bridges is estimated by the City Engineer to be as follows, respectively:

State Street Bridge	$ 90,000
Randolph Street Bridge	82,000
Harrison Stteet Bridge	88,000
Polk Street Bridge	88,000
Eighteenth Street Bridge	84,000
Main Street Bridge	82,000
Ashland Avenue Bridge	72,000
Total	$586,000

Now, therefore, be it ordained by the City Council of the City of Chicago:

SECTION 1. That the present bridges over the Chicago River at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue be replaced, when removed by the Sanitary District of Chicago, with double-track bascule bridges.

SECTION 2. That the additional cost and expense which shall be incurred by said Sanitary District of Chicago in replacing said bridges at said several streets with double-track bascule bridges over the cost and expense of replacing them with single-track bascule bridges of the width of the present bridges so to be removed, not to exceed, however, in the aggregate the said five hundred and eighty-six thousand dollars ($586,000) estimated by the City Engineer as the additional cost of replacing said bridges with such double track bascule bridges, shall be repaid to said Sanitary District of Chicago, and that there shall be issued in payment for said additional cost the bonds of the City of Chicago to the full amount of said additional cost, not to exceed, however, the said sum of five hundred and eighty-six thousand dollars ($586,000), payable twenty (20) years after their date, bearing interest at the rate of three and one-half (3½) per cent per annum, payable semi-annually; provided, however, that it shall be adjudged and determined by the Supreme Court of this State, prior to the passage of the next appropriation bill, that such bonds are valid and legal obligations of the City of Chicago; and in case it shall not be so adjudged by said Supreme Court prior to said time, provision shall be made by the City Council for the payment thereof in its next appropriation bill; and the Mayor of the City of Chicago is hereby authorized and directed to enter into a contract on behalf of the City of Chicago and under its corporate seal with the said Sanitary District of Chicago, that in consideration that said Sanitary District will agree to replace

said bridges at said several streets at its own cost and expense with double track bascule bridges of the full width of said several streets, the City of Chicago will repay to it the additional cost and expense of replacing said bridges at said streets with such double track bascule bridges over the cost and expense of replacing them with single track bascule bridges of the width of the present bridges so to be replaced, not to exceed in the aggregate said sum of five hundred and eighty-six thousand dollars ($586,000), to-wit: The several sums of money estimated by the City Engineer as the said additional cost of replacing said bridges with said double track bascule bridges at said streets respectively, namely:

State Street	$90,000
Randolph Street	82,000
Harrison Street	88,000
Polk Street	88,000
Eighteenth Street	84,000
Main Street	82,000
Ashland Avenue	72,000

Either by the issuance of bonds therefor, as herein provided, or in case said Supreme Court of this State shall not adjudge and determine, prior to the passage of the next appropriation bill, that said bonds will be valid and legal obligations of the City of Chicago, to provide out of its general fund in its next appropriation bill such sums of money as shall be necessary to repay to said Sanitary District such additional cost and expense, not to exceed, however, said sum of five hundred and eighty-six thousand dollars ($586,000.)

SECTION 3. The Commissioner of Public Works is hereby directed to have estimates made, showing the amount of the additional cost and expense of replacing said bridges at said streets with double-track bascule bridges of the full width of said streets, over the cost and expense of replacing them with single-track bascule bridges of the width of the present bridges at said streets, that shall have been actually incurred by said Sanitary District of Chicago in replacing said bridges, and to cause the work and material used in the replacing of said bridges to be inspected during its progress, and all said work and material must be satisfactory to and accepted by the said Commissioner of Public Works, and done under his supervision and subject to his approval.

SECTION 4. After said bridges at said streets shall have been replaced by said Sanitary District of Chicago, as herein provided, and each of them, they shall be maintained and operated by the City of Chicago at its cost and expense. And the bridge at California Avenue shall also be maintained and operated by the City of Chicago, when replaced by said Sanitary District, at its cost and expense.

SECTION 5. This ordinance shall take effect and be in force from and after its passage."

COMMUNICATION IN REFERENCE TO THE APPROACH TO THE ROMEOVILLE BRIDGE.

The Clerk presented and read a communication from John J. Keig, President of the Village Board of Romeoville, Will County, Illinois, which, on motion of Mr. Jones, seconded by Mr. Mallette, was referred to the Attorney and Engineer without printing.

COMMUNICATION IN REFERENCE TO TELEPHONE LINE BETWEEN CHICAGO AND LOCKPORT.

The Clerk presented and read a communication from F. M. Buck, contract agent for the Chicago Telephone Company, in reference to private telephone line to be constructed between Chicago and Lockport.

On motion of Mr. Smyth, seconded by Mr. Mallette, the communication was referred to the Committee on Engineering without printing.

COMMUNICATION IN REFERENCE TO OVERFLOW OF CERTAIN LANDS.

The Clerk presented and read a communication from Donahoe & McNaughton, attorneys for Herman Silinger, in reference to overflow of certain lands in the northwest quarter of the southwest quarter of Section 21, Township 35 North, Range Ten East of the Third Principal Meridian, in Will County, Illinois.

On motion of Mr. Braden, seconded by Mr. Wenter, the communication was referred to the Joint Committee on Judiciary and Engineering without printing.

COMMUNICATION IN REFERENCE TO CERTAIN LANDS IN WILL COUNTY.

The Clerk presented and read a communication from Benj. Olin in reference to alleged damages to certain lands

owned by the Joliet Pioneer Stone Company et al.

On motion of Mr. Mallette, seconded by Mr. Wenter, the communication was referred to the Joint Committee on Judiciary and Engineering without printing.

ORDER IN REFERENCE TO APPROACHES TO RANDOLPH STREET BRIDGE.

Under the head of new business Mr. Wenter presented, and, seconded by Mr. Eckhart, moved the adoption of the following

ORDER:

"*Ordered*, That the President of this Board notify the Mayor and Common Council of Chicago that the furnishing of the proper grade for the approaches of Randolph Street Bridge are absolutely essential in order to enable this Board to complete plans and advertise for the construction of a new bridge, and any delay will postpone the construction for an indefinite time.

Therefore, prompt compliance with the request of the Board will hasten the construction of a new bridge at that point."

The motion prevailed unanimously and the President declared the order adopted.

President Boldenweck here left the meeting, after calling Trustee Carter to the Chair.

PRESENTATION OF BIDS FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS CHICAGO RIVER IN THE CITY OF CHICAGO.

The Chairman then announced that, in conformity with the advertisement inviting proposals for the construction of the sub and superstructure of the bridge for Canal Street across the Chicago River in the City of Chicago, giving sixty days notice as required by the Sanitary District Act, the Board would now proceed to open bids received in response to same.

The Clerk then proceeded to open the bids received as shown hereafter.

Mr. Mallette, seconded by Mr. Wenter, moved that the bids be received informally and be compiled, summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE SCHEDULE OF BIDS FOR THE SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO.

No. of Bid as Receiv'd	NAME AND ADDRESS OF BIDDER.	Amount Deposited With Bid.
1	Massillon Bridge Company, Massillon, Ohio	$1,500 00
2	Page & Shuable, Chicago, Ill	1,500 00
3	C. L. Strobel, Chicago, Ill	1,500 00
4	Pennsylvania Steel Company, Steelton, Pa	1,500 00
5	American Bridge Company, New York City	1,500 00
6	Toledo Bridge Company, Toledo, Ohio	1,500 00
7	King Bridge Company, Cleveland, Ohio	1,500 00
8	Chicago Bridge and Iron Company, Chicago, Ill	1,500 00

The following are

THE BIDS IN DETAIL FOR ERECTING THE SUBSTRUCTURE AND SUPERSTRUCTURE OF A BRIDGE FOR CANAL STREET, ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO.

In Order of Magnitude—Lowest Bid First—Bids Opened August 29, 1900.

No. of Bid as Received.	No. of Bid in Order of Magnitude.	NAME AND ADDRESS OF BIDDER.	—a— Excavation—6,300 Cu. Yds.		—b— Sheet Piling and Bracing—324,000 Ft., B. M.		—c— Oak Timber in Wales—8,600 Ft. B. M.		—d— Pine or Oak Piles Delivered—27,972 Lin. Ft.		—e— Oak Protection Piles Delivered—5,490 Lin. Ft.		—f— Piles Driven in Foundation—27,972 Lin. Ft.		—g— Oak Piles Driven in Protection and Docks—5,490 Lin. Ft.		—h— Portland Cement Concrete—3,280 Cu. Yds.		—i— Water Tight Steel Lining—Cts. per lb.	—k— Anchorage—Cts. per lb.	—l— Superstructure Complete—Lump Sum.	—m— Extra—Medium Soft Steel—Cts. per lb.	—n— Extra—Iron Casting—Cts. per lb.	—o— Extra—Steel in Track—Cts. per lb.	—p— Extra—Steel Casting—Cts. per lb.	—q— Extra—Phosphor Bronze—Cts. per lb.	—r— Extra, Counter Weights—Cts. per lb.	Total.
			Price per Cu. Yd.	Total.	Price per 1,000 Ft. B. M.	Total.	Price per 1,000 Ft. B. M.	Total.	Price per Lin. Ft.	Total.	Price per Lin. Ft.	Total.	Price per Lin. Ft.	Total.	Price per Lin. Ft.	Total.	Price per Cu. Yd.	Total.										
5	1	American Bridge Company, New York, N. Y....	$0 85	$ 5,355 00	$40 00	$12,960 00	$50 00	$430 00	$0 20	$5,594 40	$0 25	$1,372 50	$0 27	$7,552 44	$0 20	$1,098 00	$6 00	$19,680 00	3¼	3	$85,900	4½	4	8	10	50	1½	$139,942 34
6	2	Toledo Bridge Company, Toledo, Ohio.....	80	5,040 00	38 00	12,312 00	50 00	430 00	17	4,755 24	20	1,098 00	30	8,391 60	25	1,372 50	6 00	19,680 00	4¾	4	87,900	4	4	6½	9	50	2	140,979 34
3	3	C. L. Strobel, Chicago, Ill.....	85	5,355 00	40 00	12,960 00	53 00	455 80	19	5,314 68	21	1,152 90	31	8,671 32	26	1,427 40	6 30	20,664 00	4¾	4¾	91,300	5	5	12	12	48	2¼	147,301 10
7	4	The King Bridge Company, Cleveland, Ohio....	85	5,355 00	41 00	13,284 00	55 00	473 00	18	5,034 96	25	1,372 50	30	8,391 60	25	1,372 50	6 50	21,320 00	5	10	90,750	5	4	8	8	30	3	147,353 56
8	5	Chicago Bridge and Iron Company, Chicago, Ill.	2 00	12,600 00	50 00	16,200 00	50 00	430 00	20	5,594 40	15	823 50	20	5,594 40	15	823 50	6 05	19,844 00	4	4	87,000	5	10	10	10	50	2	148,909 80
4	6	Pennsylvania Steel Company, Steelton, Pa.....	85	5,355 00	42 00	13,608 00	52 50	451 50	19	5,314 68	21	1,152 90	32	8,951 04	27	1,482 30	6 15	20,172 00	3.9	3.85	95,000	5	4	10	10	40	2.28	151,487 42
2	7	Page & Shnable, Chicago Ill.....	91	5,733 00	50 00	16,200 00	44 00	378 40	30	8,391 60	35	1,921 50	35	9,790 20	35	1,921 50	6 70	21,976 00	6	6	100,000	6	5	10	10	40	2	166,312 20
1	8	Massillon Bridge Company, Massillon, O.....	2 75	17,325 00	45 00	14,580 00	55 00	473 00	20	5,594 40	20	1,098 00	35	9,790 20	35	1,921 50	7 50	24,600 00	4	4	95,000	5	3	10	10	60	3	170,382 10

PRESENTATION OF BIDS FOR SUPPLYING AND ERECTING BRICK BUILDINGS FOR HOUSING AND PROTECTION OF MACHINERY OF THE BEAR TRAP DAM AT LOCKPORT.

The Chairman then announced that, in conformity with the advertisement inviting proposals for supplying and erecting brick buildings for housing and protection of machinery of the Bear Trap Dam at Lockport, giving sixty days notice as required by the Sanitary District Act, the Board would now proceed to open bids received in response to same.

The Clerk then proceeded to open the bids received, as shown hereafter.

Mr. Jones, seconded by Mr. Mallette, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE SCHEDULE OF BIDS FOR SUPPLYING AND ERECTING BRICK BUILDING FOR HOUSING AND PROTECTING THE MACHINERY OF THE BEAR TRAP DAM AT LOCKPORT, ILLINOIS:

No. of Bid as Received	NAME AND ADDREES OF BIDDER	Amount Deposited with Bid
1	The Warner Construction Company, Chicago	$ 500 00
2	C. S. Walin, Chicago	500 00
3	Page & Shnable, Chicago	500 00
4	Hanson Bros., Chicago	500 00
5	John A. Larson, Chicago	500 00

The following are

THE BIDS IN DETAIL FOR SUPPLYING AND ERECTING BRICK BUILDINGS FOR HOUSING AND PROTECTING THE MACHINERY OF THE BEAR TRAP DAM AT LOCKPORT.

Bids opened August 29, 1900.

No. of Bid as Receiv'd	No. of Bids in Order of Magnitude.	NAME AND ADDRESS OF BIDDER	Brick Buildings. Lump Sum.
5	1	John A. Larson, Chicago	$ 10,292 00
4	2	Hanson Bros., Chicago	10,370 00
1	3	The Warner Construction Company, Chicago	10,584 00
3	4	Page & Shnable, Chicago	10,600 00
2	5	C. S. Walin, Chicago	11,242 00

PRESENTATION OF BIDS FOR SUPPLYING AND ERECTING FRAME BUILDING AT THE CONTROLLING WORKS FOR OFFICES AND SHELTER OF VISITORS.

The Chairman then announced that, in conformity with the advertisement inviting proposals for supplying and erecting a frame building at the Controlling Works for office and shelter of visitors, giving sixty days notice as required by the Sanitary District Act, the Board would now proceed to open bids received in response to same.

The Clerk then proceeded to open bids as shown hereafter.

Mr. Mallette, seconded by Mr. Jones, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE SCHEDULE OF BIDS FOR SUPPLYING AND ERECTING FRAME BUILDING AT LOCKPORT, ILL.

No. of Bid as Receiv'd	NAME AND ADDRESS OF BIDDER.	Amount Deposited with Bid.
1	The Warner Construction Company, Chicago	$ 500 00
2	C. S. Walin, Chicago	500 00
3	Page & Shnable, Chicago	500 00
4	Hanson Bros., Chicago	500 00
5	John A. Larson, Chicago	500 00

The following are

THE BIDS IN DETAIL FOR SUPPLYING AND ERECTING A FRAME BUILDING AT THE CONTROLLING WORKS FOR OFFICES AND SHELTER OF VISITORS.

Bids Opened August 29, 1900.

No. of Bids as Receiv'd	No. of Bids in Order of Magnitude.	NAME AND ADDRESS OF BIDDER.	Frame Building. Lump Sum.
5	1	John A. Larson, Chicago	$ 5,686 00
1	2	The Warner Construction Company, Chicago	6,550 00
2	3	C. S. Walin, Chicago	6,635 00
3	4	Page & Shnable, Chicago	6,850 00
4	5	Hanson Bros., Chicago	7,890 00

RESOLUTION IN REFERENCE TO PURCHASE OF DESPATCH BOAT.

Mr. Wenter presented and, seconded by Mr. Jones, moved the adoption of the following

RESOLUTION:

"*Resolved*, That the Clerk of this Board, after consultation with the Committee on Engineering and the engineers of this Board, advertise for the building or purchase of a dispatch boat to be used by the Sanitary District for its purpose, said boat to carry approximately, as a maximum, about twenty persons, and said speed shall be not less than fifteen miles an hour and the same be run by electricity or such motive power that one man can run it; and on the acceptance of the proper boat, the present boat "Juliet" be retired from service."

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Mallette and Wenter—five. Nays—Mr. Smyth—one.

Upon this result the President declared the resolution adopted.

CHANGE OF GRATE BARS UNDER BOILERS AT THE BRIDGEPORT PUMPS.

Under the head of new business Mr. Eckhart, seconded by Mr. Mallette, moved that the Engineer be instructed to get estimates and report to this Board on the cost of changing grate bars under boilers at the Bridgeport pumps so that screenings could be used in place of lump coal.

Mr. Jones moved to amend by instructing the Chief Engineer to get an opinion in writing from the best authorities as to the economy of these changes, which amendment was accepted by Mr. Eckhart.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the Chairman declared the motion carried.

SALE OF LOCKPORT POLICE STATION.

Mr. Mallette, seconded by Mr. Smyth, moved that the matter of sale of the Lockport police station under bid received from Sullivan Bros. for $50.00 and use of the building by the District for 120 days, be referred to the Committee on Engineering with power to act.

The motion prevailed nnanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Mallette, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 5, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, September 5, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Lake Front Park filling)	$ 2,152 64
Pennsylvania Steel Company (C. T. R. R. Co. bridge)	12,612 52
A. & P. Roberts Company (eight-track bridge)	15,906 74
C., R. I. & P. Ry. Co. (Joliet bridge)	152 75
Humphrey & Sons (concreting clay pockets)	59 04
Green's Dredging Company (People's Gas Dock)	20 00
A. Sharp (I. & M. Lock No. 1)	12 05
Scott Valve Company (life saving device)	25 80
The Ingersoll-Sargent Drill Company (life saving device)	69 77

The Trenton Iron Company (life saving device)	$ 148 34	
Chicago Telephone Company (moving poles)	131 14	
Werden Buck (retainin wall, Joliet)	29 60	
Lydon & Drews Company (Chicago River improvement)	17,825 94	
Lydon & Drews Company (Pennsylvania Freight House)	8,373 96	
Lydon & Drews Company (Pennsylvania Freight House)	5,277 69	
		$62,797 98

ENGINEERING DEPARTMENT.

Hans Isak (gauge reading)	$ 10 00	
W. M. Hughes (expense)	22 50	
Wm. Trinkaus (expense)	64 60	
		$ 97 10

MAINTENANCE ACCOUNT.

Martin & Morehead (arc lamps, Bridgeport)	81 05
Grand total	$62,976 13

Mr. Carter, seconded by Mr. Jones, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of Martin & Morehead for $81.05, on which he voted nay*), Carter (*except as to vouchers in favor of Lydon & Drews Company in the sums of $2,142.64 and $17,825.94, on which he voted nay*), Jones (*except as to vouchers in favor of Green's Dredging Company for $20 00 and Martin & Morehead for $81 05, on which he voted nay*), Kelly, Mallette, Smith (*except as to voucher in favor of Martin & Morehead for $81 05, on which he voted nay*), and Wenter, (*except as to vouchers in favor of Lydon & Drews Company in the sums of $2,152.64 and $17,825.94, on which he voted nay*—eight —(*except as above stated.* Nays—None—(*except as above stated.*)

Upon this result the President declared the motion carried.

CHICAGO RIVER DREDGING.

On motion of Mr. Kelly, and substitutes offered and accepted by Mr. Jones and Mr. Carter, the subject dredging of hard material in the Chicago River was made a special order for a special meeting to be called for Monday, September 10, 1900.

REPORT IN REFERENCE TO REDUCTION OF BOND ON CONTRACT SECTION "C."

Mr. Carter presented, and the Clerk read, a report from the Committee on Finance in reference to the approval and acceptance of a bond in the sum of $10,000, furnished by the Western Dredging and Improvement Company, contractor for Section "C" of the Main Drainage Channel, in lieu of the original bond given by said contractor on said contract; the report recommending that the Board of Trustees approve the same and that the surety on the original bond be released, the contractor, however, to remain liable thereon.

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call on the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith transmits to your Honorable Body a bond in the sum of $10,000.00 executed by the Western Dredging & Improvement Company, with the American Surety Company of New York as surety, for the performance of the contract for the excavation of Section "C" of the Main Drainage Channel. This bond is given in lieu of the original bond for the execution of said con-

tract; and your Committee recommends that said bond be approved.

Respectfully submitted,

(Signed.) Z. R. CARTER,
Chairman.
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
Committee on Finance."

(Three enclosures.)

REPORT IN REFERENCE TO THE MESSAGE OF THE PRESIDENT RECOMMENDING THE CONSTRUCTION OF A CONTROLLING WORKS AT OR NEAR KEDZIE AVENUE.

Mr. Smyth presented, and the Clerk read, a report from the Committee on Engineering in reference to the construction of a controlling works at or near Kedzie Avenue to control the flow of the Chicago River, referred to that Committee at the meeting held August 29, 1900 (page 6701 of the Proceedings), recommending that three civil engineers of experience and ability be engaged by the Committee on Engineering at a compensation not to exceed $500.00 each, to examine into the practicability of the plan proposed.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

In the same connection, Mr. Wenter presented a minority report in reference to the same and, seconded by Mr. Kelly, moved that it be substituted for the majority report.

The following is

THE MINORITY REPORT:

"I am opposed to appointment of a board of engineers to decide on the question of controlling works. During the history of this Board, covering a period of over ten years, when the most difficult problems were presented to the Trustees for consideration and solved satisfactorily—no commission was appointed as a guardian. The Trustees solved all problems satisfactorily judging from what has been accomplished in the past. The appointment of an engineering board establishes a precedent that may be a very costly one to this Board in the future.

"And I want to add to my views that if other opinions had been sought than those given us by Mr. T. T. Johnston, and such plans had been more extensive, the City of Chicago would not to day have the benefit of this Channel and thousands of people would have suffered or been dead to-day."

On roll-call the vote stood: Yeas—Messrs. Kelly, Mallette and Wenter—three. Nays—Messrs. Boldenweck, Braden, Jones and Smyth—four.

Upon this result the President declared the motion lost.

Mr. Smyth, seconded by Mr. Jones, then moved that the majority report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Boldenweck, Braden, Jones and Smyth—four. Nays—Messrs. Kelly, Mallette and Wenter—three.

Upon this result the President declared the motion lost.

Before voting upon the above Mr. Jones explained his vote as follows:

"I wish to explain my vote and have it made a matter of record. I am very much surprised that member to my left (Trustee Wenter) should complain that the action now proposed is a reflection on the wisdom of the former Trustees of this Board. While it is true this Board did not on *all occasions* ask for the expert opinions of engineers on disputed matters, still I recall that they did on one occasion ask for the advice of two very expensive engineers, General John Newton and Mr. William E. Worthen. Whether the Board followed that opinion or not I do not know, but it is none the less a precedent for this action to-day. Besides, it must be a matter of common regret that the Board did not ask for the opinion of some competent experts before the adoption by the old Board of the inadequate Chicago River plans; for if that had been done it would probably have resulted in such adequate arrangements being made in the Chicago River as would have permitted the full legal flow of water without the present destructive effects on navigation. And if the precaution of securing competent expert testimony had thus been taken, this Board would be spared the present serious embarrassment occasioned by the inadequacy of the Chicago River to pass the volume of water required for the Drainage Channel by the laws of the State of Illinois. As we are not all lawyers or engineers I believe it is proper at all times to call upon such men as are qualified to give us their advice."

Mr. Jones then moved "that it be declared the policy — the sense of this Board — that a controlling works be constructed in the vicinity of Kedzie and California Avenues for the maintenance and preservation of the navigation and the pecuniary protection of the Sanitary District, and that the Committee on Engineering be directed and be vested with power to report to the Board at the earliest practicable date, employing such assistants as are necessary, and submit a plan for the economical construction of a controlling works at an expense not exceeding $200,000."

Mr. Wenter moved as an amendment that the entire subject be referred to the Committee on Engineering to report back to the Board as soon as practicable.

On roll-call on Mr. Wenter's motion the vote stood: Yeas—Messrs. Carter, Kelly and Wenter—three. Nays—Messrs. Boldenweck, Braden, Jones, Mallette and Smyth—five.

Upon this result the President declared the motion to refer lost.

On roll-call on Mr. Jones' motion the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Mallette and Smyth—five. Nays—Messrs. Carter, Kelly and Wenter—three.

Upon this result the President declared the motion carried.

The following is

THE MAJORITY REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred at the meeting of the Board held August 29, 1900, a message from the President of the Board of Trustees with reference to the desirability of a controlling works at or near Kedzie Avenue to control the flow of the Chicago River, reports as follows: That the Committee has carefully considered the subject matter of the message and believes that expert opinions upon the project mentioned should be immediately obtained; that the Committee believes that three well-known and competent engineers should be employed to determine and report as to the practicability and cost of erecting a controlling works for the District at Kedzie Avenue at an approximate expense of $200,000.00.

The Committee, therefore, recommends that three civil engineers of experience and ability be engaged by the Committee on Engineering, at a compensation not to exceed $500.00 each, to examine into and determine the practicability of the plan above proposed, and to report their conclusions on the same at the earliest practicable date.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

J. C. BRADEN.

ALEX. J. JONES,

Committee on Engineering."

(Enclosure).

FINAL PAYMENT FOR TOW PATH BRIDGE ON CONTRACT SECTION 17.

Mr. Smyth presented, and the Clerk read, a report from the Committee on Engineering in reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract of the Joliet Bridge and Iron Company for supplying and erecting the superstructure of the Tow Path Bridge on Contract Section 17. The report recommending that the President and Clerk be authorized and directed to make final payment to said contractor in the sum of $8,390.00 under the conditions and stipulations as set forth in the report.

Mr. Smyth, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that your Committee had under consideration the final certificate of the Chief Engineer of the District in favor of the Joliet Bridge and Iron Company for the work covered by its contract, dated September 27, 1899, for the superstructure of the Towpath

Bridge across the Sanitary District Channel on Contract Section 17.

Your Committee has fully considered the subject matter of said final certificate, which is hereto attached, and recommends that the President and Clerk of the District be authorized and directed to make payment upon said final certificate in the sum of $8,390.00, the sum found to be due in said final certificate, upon the execution by said contractor, in favor of the District, of a receipt in full releasing the said District from any and all claims and demands of whatsoever kind or nature arising out of said contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, September 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Joliet Bridge and Iron Company has completed all of the work covered by its contract dated September 27, 1899, for the superstructure of the Tow Path Bridge across the Sanitary District Channel on Contract Section 17. The work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the complete contract is as follows:

Lump sum price for superstructure complete.....	$20,975 00
Amount paid on previous voucher.....	12,585 00
Amount due and unpaid.....	$ 8,390 00

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO ADVANCES, ON ACCOUNT, FOR PAYMENT OF LABOR CLAIMS AGAINST THE CONTRACTORS FOR SECTION 17.

Mr. Smyth presented, and the Clerk read, a report from the Committee on Engineering representing that Messrs. Heldmaier & Neu, contractors for Section 17, desired an advance on account in the sum of $1,573.92; the report recommending that the President and Clerk be authorized and directed to make payment, said sum to be used, however, for payment of labor claims only.

Mr. Smyth, seconded by Mr. Joues, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood. Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports that the firm of Heldmaier & Neu has requested payment to be made by the District, on behalf of said firm, as to the matter of releasing claims for labor now existing against said contractors. The amount mentioned is $1,573.92.

The Committee recommends that the President and Clerk of the District be authorized and directed to pay on account to said Heldmaier & Neu the sum of $1,573.92; provided, however, that said payment be made expressly for the purpose of paying the labor claims of said contractors and for no other purpose whatsoever.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
ALEX J. JONES,
Committee on Engineering."

REPORT IN REFERENCE TO BIDS FOR SUPPLYING AND ERECTING BRICK BUILDINGS FOR HOUSING AND PROTECTION OF MACHINERY OF THE BEAR TRAP DAM, AT LOCKPORT, ILLINOIS.

Mr. Smyth presented, and the Clerk read, a report from the Committee on Engineering in reference to "supplying and erecting brick buildings for the housing and protection of machinery of the Bear Trap Dam, at Lockport, Illinois," presented and referred to that Committee at a meeting held August 29, 1900, (page 6721 of the Proceedings); the report recommending that the contract for said work be let to John A. Larson at the prices set forth in the report, and that the President and Clerk of the District be authorized and directed to execute said contract on behalf of the District when the same shall have been prepared and the conditions mentioned in the advertisement for said work, as to bond, etc., fully complied with.

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication from the Chief Engineer transmitting a tabulation of bids for supplying and erecting brick buildings for housing the machinery of the Bear Trap Dam, and also for machinery shop in connection with the same.

It appears from the list of bids submitted that John A. Larson, of Chicago, Illinois, is the lowest bidder upon the work of erecting the brick buildings. The price stipulated in lump sum is $10,292.00.

Your Committee recommends that the work of erecting said brick buildings be awarded to said John A. Larson, whom the Committee finds to be the lowest responsible bidder, and that the President and Clerk of the District be authorized and directed to execute said contract, on behalf of the District, when the same shall have been prepared and the conditions mentioned in the advertisement for said work as to furnishing bond, etc., fully complied with. The Committee further recommends that all checks of all bidders be returned to said bidders, respectively, when said contract has been executed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
Z. R. CARTER,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
Committee on Engineering."

REPORT IN REFERENCE TO FINAL PAYMENT FOR BEAR TRAP DAM BRIDGE.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer as to the completion of the contract of the LaFayette Bridge Company for the superstructure of the Bear Trap Dam Bridge on Contract Section 15; the report recommending that the President and Clerk of the District be authorized and directed to pay the sum of $2,030.00 in full of all liabilities when said company shall have executed on its part, a receipt and release in full of all claims and demands.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith transmits the final certificate of the Chief Engineer of the District in favor of the LaFayette Bridge Company for work covered by its con-

tract dated January 6, 1900, for the erection of the Bear Trap Dam Bridge on Contract Section 15. The amonnt of said certificate is $2,030.00. Your Committee reports that it has examined said certificate and the subject matter of the same and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay to the said LaFayette Bridge Company the sum of $2,030.00, in full of all liability, when said company shall have executed on its part a receipt and release in full in favor of the District discharging it from any and all further claims and demands of every kind and nature arising upon said contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER.

"CHICAGO, September 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the LaFayette Bridge Company has completed all of the work covered by its contract dated July 6, 1900, for the erection of the Bear Trap Dam Bridge on Contract Section 15. This work is done to my full satisfaction and in accordance with the terms of the contract with this District.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the completed contract is as follows:

Lump sum price for superstructure complete	$5,075 00
Amount paid on previous voucher	3,045 00
Amount due and unpaid	$2,030 00

ISHAM RANDOLPH,
Respectfully submitted,
Chief Engineer."

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUBSTRUCTURE OF THE LEMONT HIGHWAY BRIDGE ACROSS THE MAIN CHANNEL.

Mr. Smyth presented and the Clerk read a report from the Committee on Engineering with reference to the payment of the final certificate of the Chief Engineer for the completion of the substructure of the Lemont Highway Bridge crossing the Main Channel on Section 8; the report modifying a former report passed by the Board at its regular meeting held July 18, 1900 (page 6686 of the Proceedings), and directing the President and Clerk of the District to pay said Messrs. Sackley & Peterson the sum of $4,704.11.

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, which recommended the payment to Messrs. Sackley & Peterson, contractors for the substructure of the Lemont Highway Bridge across Section 8, in the sum of $4,704.11, at the meeting held July 8, 1900, (page 6686 of the Proceedings), begs leave to state that inasmuch as Messrs. Sackley & Peterson have certain claims pending against the District, which are under the consideration of the Chief Engineer for adjustment under and by virtue of the provision in the contract authorizing him to settle disputed claims; and since Messrs. Sackley & Peterson have declined to execute "a receipt and release in full of all claims and demands of whatsoever kind or nature arising upon said contract;" and the Board of Trustees having been heretofore advised by the Law Department (page 6663 of the Proceedings) that such a receipt, under similar conditions, could not be required, your Committee recommends that the President and Clerk of the District be directed to pay

to said Messrs. Sackley & Peterson, the sum of $4,704.11.

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES.
Committee on Engineering."

AMENDMENT TO RULES.

Under the head of new business Mr. Jones presented, and the Clerk read, the following amendment to Rule 8 of the Rules and Regulations, and requested that it lie over for one week:

The following is

THE AMENDMENT:

"*Ordered,* That Rule 8 of the Rules and Regulations of the Board of Trustees of the Sanitary District of Chscago be so amended that the second paragraph thereof, relating to the Committee on Finance, may read as follows: 'A Committee on Finance, which shall comprise all the members of the Board, the chairman thereof to be designated by the President of the Board of Trustees at the date of the announcement of the regular standing committees of the Board.'"

Mr. Wenter moved as a substitute that all the standing committees be composed of all the members of the Board.

Mr. Jones accepted the amendment as a substitute for his contemplated amendment and moved to suspend the rules that the same might be immediately considered by the Board.

Upon roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones and Smyth—four. Nays—Messrs. Carter, Kelly, Mallette and Wenter—four.

Upon which result the President declared the motion lost and the proposed amendment laid over one week.

RETURN OF CERTAIN CHECKS TO BIDDERS.

Mr. Braden, seconded by Mr. Smyth, moved that the Clerk be directed to return all checks to bidders except the three lowest received with bids for the Canal Street Bridge structure across the Chicago River August 29, 1900 (page 6720 of the Proceedings.)

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Smyth, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 12, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security building, Wednesday, September 12, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Heldmaier & Neu (repairs to pumps)	$ 213 76
Heldmaier & Neu (tow-path crib)	526 93
Heldmaier & Neu (Sec. 17, Aug. 15, 1900)	1,246 87
C., R. I. & P. Ry. Co. (Sec. 18, bridge)	369 61
Isham Randolph (sundries)	396 09
Isham Randolph (advances Belt Railway Bridge)	500 55
John Reis (Belt Railway Bridge)	268 00
Fred Frey (boring, Sec. 15)	232 50

Thomas Moulding Company (Secs. 15 and 18)	$ 369 24	
Fred Boehme (Sec. 18, sand)	127 60	
W. McPeek (Sec. 18, coal)	28 75	
	$	4,279 90

ENGINEERING DEPARTMENT.

Eugene Dietzgen Company (blue prints)	$ 6 50	
Pearson Bros. (blue prints)	14 24	
Keuffel & Esser Company (drafting supplies)	16 37	
P. F. Pettibone & Co. (stationery)	57 58	
John F. Higgins (printing)	12 50	
The Gunthorp-Warren Printing Company (printing)	105 00	
The Soper Lumber Company (oak stakes)	2 50	
Geo. B. Carpenter & Co. (oars and fenders)	4 84	
American Water Company (water)	16 88	
Hibbard, Spencer, Bartlett & Co. (hardware)	12 42	
Robt. W. Hunt & Co. (cement tests)	23 50	
Wygant & Ayres (rent Corwith, July and August)	25 00	
The Foster, Munger Company (division office)	62 84	
J. R. Davis (boring test pits)	501 00	
J. S. Hull (expense)	8 14	
J. S. Hull (expense)	26 32	
W. T. Keating (expense)	33 49	
G. M. Wisner (expense)	53 17	
Isham Randolph (expense)	75 45	
	$	1,057 74

CLERICAL DEPARTMENT.

Eureka Blotter Bath Company (copy cloth bath)	$	4 59

GENERAL ACCOUNT.

The Typewriter Inspection Company (repairs)	$ 12 00	
Herschman & Cardy (advertising)	20 00	
The Ryan & Hart Company (printing memorials)	374 50	
Wm. Saville (ship carpentry, Juliet)	49 00	
Thos. M. Sullivan (supplies, Juliet)	192 87	
Wm. J. Bohm (streams examination)	6 50	
United States Express Company (streams examination)	88 56	
American Express (Company streams examination)	122 93	
Arthur R. Reynolds (streams examination)	299 80	
Arthur W. Palmer (streams examination)	889 87	
A. R. Hoffman (repairing buzzers)	4 50	
Western Electric Company (telephone system)	67 50	
Western Union Telegraph Company (telephone system)	84 13	
Isham Randolph (telephone system)	507 16	
Western Stone Company (telephone system)	575 00	
Raber & Watson (telephone system)	1,229 25	
	$	4,523 57

POLICE DEPARTMENT.

John J. Keig (cutting weeds)	$ 4 00	
Mrs. A. Hartwig (laundry)	4 00	
	$	8 00

MAINTENANCE ACCOUNT.

Knickerbocker Ice Company (ice)	$ 4 00	
R. B. Crouch (gasoline)	5 92	
Franklin MacVeagh & Co. (sundries)	7 57	
W. H. Fairchild & Bro. (soap powder)	8 36	

Borden & Selleck Company (examining scales)	$ 12 80	
M. J. Rowan (cylinder oil)	17 85	
Jenkins Bros. (fittings)	23 12	
Western Engineers' Supply Company (grease)	34 29	
Chicago Engineer Supply Company (packing)	36 33	
W. M. Plantz & Co. (oil)	42 35	
T. E. Belton (boiler compound)	49 50	
Isham Randolph (cement warehouse)	195 50	
		$ 437 59
Grand Total		$ 10,311 39

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this the President declared the motion carried.

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of August, 1900, which was read and, by unanimous consent, ordered printed and placed on file.

The following is

THE REPORT:

Receipts.

Balance on hand at date of last report		$ 372,125 59
From County Treasurer, Sanitary District Tax Account	$ 300,000 00	
From A. R. Porter, Clerk, Maintenance Account	32 50	
From A. R. Porter, Clerk, Construction Account	202 95	
From Chicago National Bank, Interest Account	369 60	
Total cash received for month		300,605 10
		$ 672,730 69

Disbursements.

Clerical Department	$ 2,136 66	
Treasury Department	333 32	
Engineering Department	14,779 63	
Construction Account	32,266 56	
Law Department	3,884 35	
Tax Account	11 86	
General Account	6,473 07	
Police Department	4,947 07	
Capitalization and Maintenance of Bridges	20,648 00	
Maintenance Account	4,227 89	
Tax Warrants Paid, Levy 1899	160,682 50	
Interest Paid on Tax Warrants	6,259 74	
Total cash disbursed		$ 256,650 65
Balance this date, in banks as per schedule endorsed hereon		416,080 04
		$ 672,730 69

Schedule.

Chicago National Bank	$ 390,141 26
National Bank of Illinois	25,938 78
Total	$ 416,080 04

CHICAGO, Sept. 6, 1900.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT IN REFERENCE TO QUANTITIES AS BASIS FOR COMPARISON OF BIDS FOR DREDGING CHICAGO RIVER.

The Clerk presented a report from the Chief Engineer in reference to quantities as a basis of comparison of the bids to be received for the dredging of the Main Chicago River and the south branch thereof, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Sept. 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Owing to the conditions surrounding the work in the Chicago River, this District is unable to give out any statement covering the amounts of work to be done under the contract which it proposes to award, covering the remainder of the present year and the year 1901, bids for which you will open to-day. It is necessary, however, to assume quantities as a basis of comparison of bids. In making this comparison I think it best to assume twenty-five (25) per cent of the approximate total of excavation and docking contemplated by the District under its present project for river improvement, and my report to you upon the bids will be made upon that basis.

Approximate figures show the following results:

Dock to be pulled	15,000 ft.
Dock to be rebuilt	15,000 ft.
Excavation of property, 585,000 sq. ft. assumed at 1, ¼ cu. yds. per sq. ft.	731,250 cu. yds.
River Channel Excavation	603,750 cu. yds.
	1,335,000 cu. yds.

The bids will therefore be compared on the following quantities:

Dock to be pulled	3,750 ft.
Dock to be rebuilt	3,750 ft.
Dredging to be done	333,750 cu. yds.

Respectfully submitted,

(Signed.) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO PAYMENT OF CLAIM ON CASS STREET BRIDGE.

The Clerk presented a report from the Chief Engineer in reference to the payment of a certain claim to The J. G. Wagner Co. for work done on the Cass Street Bridge at Joliet.

Mr. Jones, seconded by Mr. Mallette, moved that the report be received, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On June 27th last (see page 6659 of Proceedings), I reported the final estimate in favor of The J. G. Wagner Company on Cass Street Bridge. I also reported at the same time upon the extra claims filed by that company and the counter charges of this District. It has since transpired that The J. G. Wagner Company was entitled to certain credits which were not allowed at the time, but which are covered by a voucher herewith transmitted, amounting to $140.69, as per itemized statement attached at voucher.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO EMPLOYMENT OF BRIDGE INSPECTOR AND RODMAN.

The Clerk presented and read two communications from the Engineer of Bridges and Bridge Construction requesting authority to employ one bridge inspector and one rodman, which by unanimous consent was referred to the Committee on Engineering without printing.

REPORT IN REFERENCE TO AUDITING BOOKS OF CLERICAL DEPARTMENT.

Mr. Carter, Chairman, presented, and the Clerk read, a report from the Commit-

tee on Finance requesting that said Committee be given power to employ an accountant to audit the books of the late Clerk, Joseph F. Haas.

Mr. Carter, seconded by Mr. Eckhart, moved that the report be received and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance advises your Honorable Body that upon each change in the executive head of the Clerical Department it is the custom to have the books of said department examined by an expert accountant, and a report of said examination made to the Committee.

The Committee recommends that it be given the power to employ an accountant to go over the books of the late Clerk, Joseph F. Haas, Esq., and report the finding to the Committee.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance.."

ORDINANCE FOR $2,500,000 of 4 PER CENT CURRENCY BONDS—ELEVENTH ISSUE.

Mr. Carter, Chairman of the Joint Committee on Finance and Engineering, presented, and the Clerk read, a report and ordinance providing for the issue of $2,500,000 of 4 per cent currency bonds, being the eleventh issue.

On motion of Mr. Carter, seconded by Mr. Wenter, the report was unanimously adopted.

Mr. Carter, seconded by Mr. Wenter, moved that the accompanying ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Sept. 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering has had under consideration the matter of borrowing two million five hundred thousand (2,500,000) dollars for the corporate purposes of the Sanitary District of Chicago and the issuing of bonds, bearing four (4) per cent interest, in the denomination of one thousand (1,000) dollars each, in payment thereof, said bonds to bear date of the first day of October, 1900.

Your Joint Committee transmits herewith a draft of an ordinance relative to this subject and, after carefully considering the same, your Joint Committee recommends that said ordinance be passed by your Honorable Body.

Your Joint Committee further recommends that the President and Clerk of this District be authorized and directed to advertise for proposals for purchasing said issue of bonds so issued in accordance with said ordinance. Said bids to be opened on the 26th day of September, A. D. 1900.

Respectively submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOS. A. SMYTH,
JOS. C. BRADEN,
J. P. MALLETTE,
WM. BOLDENWECK,
ALEX. J. JONES,
Joint Committee on Finance and Engineering."

The following is

THE ORDINANCE:

Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there be borrowed the sum of two million five hundred thousand (2,500,000 dollars for the corporate purposes of the Sanitary District of Chicago, and that interest bearing coupon bonds be issued therefor to the amount of two million five hundred thousand (2,500,000) dollars by said Sanitary District of Chicago, said bonds to be of the denomination of one thousand (1,000) dollars each, all to bear date the first day of October, 1900; one hundred and twenty-five thousand (125,000) dollars of the principal of said bonds to be payable on the first day of October, 1901, and each of the years thereafter following, until and including the year 1920; said bonds to be numbered consecutively from sixteen thousand and ninety-one (16,091) to eighteen thousand five hundred and ninety (18,590) inclusive, and to bear interest at the rate of four (4) per centum per annum from the date thereof; interest to be payable on the first day of April and of October of each year, and to be evidenced by coupons attached to each bond, to be numbered consecutively, each coupon to bear the number of the bond to which it is attached, and to be for the sum of twenty (20) dollars, and the first or number one (1) coupon of each bond to be payable on the first day of April, 1901, and the next, or number two (2), coupon on each bond to be payable on the first day of October, 1901, and so on, each succeeding coupon being payable six (6) months after the preceding one; both principal and interest to be payable at the office of the Treasurer of the Sanitary District of Chicago, interest to be payable only upon the presentation and surrender of the proper interest coupons. Such bonds shall be signed on behalf of the Sanitary District of Chicago by the President of the Board of Trustees, and countersigned by the Clerk of the Sanitary District of Chicago, and attested by the seal of said Sanitary District.

SECTION 2. That said bonds, when they are executed, shall be deposited with the Clerk of the District for safe keeping, and shall be sold for such price and for such rates as the Board of Trustees of this District shall, from time to time, determine and direct, and the proceeds arising from the sale of said bonds shall be received by the Treasurer of said District as such, and shall be used for the corporate purposes thereof, as may be directed from time to time by the Board of Trustees.

SECTION 3. That in each of the hereinafter mentioned years there shall be, and hereby is, levied and assessed on the taxable property within said District, the sums respectively, as follows:

For the year 1900, two hundred and twenty-five thousand (225,000) dollars.

For the year 1901, two hundred and twenty thousand (220,000) dollars.

For the year 1902, two hundred and fifteen thousand (215,000) dollars.

For the year 1903, two hundred and ten thousand (210,000) dollars.

For the year 1904, two hundred and five thousand (205,000) dollars.

For the year 1905, two hundred thousand (200,000) dollars.

For the year 1906, one hundred and ninety-five thousand (195,000) dollars.

For the year 1907, one hundred and ninety thousand (190,000) dollars.

For the year 1908, one hundred and eighty-five thoufand (185,000) dollars.

For the year 1909, one hundred and eighty thousand (180,000) dollars.

For the year 1910, one hundred and seventy-five thousand (175,000) dollars.

For the year 1911, one hundred and seventy thousand (170,000) dollars.

For the year 1912, one hundred and sixty-five thousand (165,000) dollars.

For the year 1913, one hundred and sixty thousand (160,000) dollars.

For the year 1914, one hundred and fifty-five thousand (155,000) dollars.

For the year 1915, one hundred and fifty thousand (150,000) dollars.

For the year 1916, one hundred and forty-five thousand (145,000) dollars.

For the year 1917, one hundred and forty thousand (140,000) dollars.

For the year 1918, one hundred and thirty-five thousand (135,000) dollars.

For the year 1919, one hundred and thirty thousand (130,000) dollars.

For the purpose of paying the principal

and interest of the bonds issued under this ordinance, said sums so levied being sufficient to pay the interest on said bonds as it falls due, and also to pay and discharge the principal thereof as the same shall fall due; and the Clerk of this District is hereby directed in the yerr 1900, and in each of the years thereafter, until and including the year 1919, to include the amount required by this ordinance to be raised by taxes in each of said years, respectively, in the amount which shall be certified to by the County Clerk in each of said years as the amount required to be raised by taxation in said District.

SECTION 4. Bonds, to be issued in pursuance of this ordinance, may be registered with the Treasurer of said District, and after such registry no transfer shall be valid except upon the books of said Treasurer, but the registry thereafter upon the books of the Treasurer of a transfer to bearer shall restore transferability by delivery; said bonds shall continue subject to successive registrations and transfers to bearer, as aforesaid, at the option of each holder.

SECTION 5. That the credit and resources of the Sanitary District of Chicago be, and the same are hereby irrevocably pledged to the payment of the bonds which shall be issued in pursuance of this ordinance, and the interest thereon as it shall fall due.

SECTION 6. This ordinance shall take effect and be in force from and after its passage."

REPORT IN REFERENCE TO BRIDGEPORT PUMPING STATION.

Mr. Smyth, Chairman, presented, and the Clerk read, a report from the Committee on Engineering in reference to the change of grate bars under the boilers at the Bridgeport pumps and repairing the shaft of the second pump.

Mr. Smyth, seconded by Mr. Eckhart, moved that the report be adopted, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Sept. 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication herewith from the Chief Engineer on the condition of the engines at the Bridgeport Pumps. The Committee is advised that the coal now used is Verden screened lump, at the rate of $2 30 per ton delivered. The Committee is of opinion that if the grate bars under the boilers be changed so as to burn slack coal (screenings) in the same, it would subserve all purposes as well as economy. It is also represented in said communication that the shaft of the second pump connected with Engine No. 2 is broken and should be renewed.

The Committee recommends that the Chief Engineer be authorized and directed to have this broken shaft repaired; and that he be also directed to change the grate bars of the boilers as aforesaid so that the same may receive slack coal as fuel; and to advertise for slack coal.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

PETITION OF EX-EMPLOYES OF THE BRIDGEPORT PUMPING STATION.

The Clerk presented, and read a petition submitted by ex-employes of the Bridgeport pumping station, which, by unanimous consent, was referred to the Committee on Finance.

COMMUNICATION.

The Clerk presented, and read a communication from Ossian Guthrie in reference to models for controlling works, which, by unanimous consent was referred to the Committee on Engineering.

AMENDMENT TO RULES.

Under unfinished business Mr. Jones,

seconded by Mr. Wenter, moved that the amendment to Rule 8 of the Rules and Regulations of the Board, presented at the meeting held September 5, 1900 (page 6730 of the Proceedings) providing "that all standing committees be composed of all the members of the Board," be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—Mr. Carter—one.

Upon this result the President declared the motion carried.

PRESENTATION OF BIDS FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH THEREOF AND DOCKING PORTION OF RIVER FRONT.

The President then announced that in conformity with the advertisement inviting proposals for dredging the Main Chicago River and the south branch thereof and docking that part of the river front contiguous to the portions dredged, together with other work collateral thereto, giving sixty days notice as required by the Sanitary District act, the Board would now proceed to open the bids received in response to same.

The Clerk then proceeded to open the bids as shown hereafter, and upon examining the bid of the C. H. Starke Dredge and Dock Company of Milwaukee, Wis., it was found that the check enclosed was not properly certified.

On motion of Mr. Jones, seconded by Mr. Smyth, the bid of the C. H. Starke Dredge and Dock Company was declared irregular and thrown out by unanimous vote.

The Clerk then continued to open the bids.

Mr. Mallette, seconded by Mr. Smyth, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE SCHEDULE OF BIDS FOR THE DREDGING OF THE CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK.

No. of Bid.	NAME AND ADDRESS OF BIDDER.	Deposit.
1	C. H. Starke Dredge and Dock Company, Milwaukee, Wis.	$2,000 00
2	Hausler & Lutz Towing and Dock Company, Chicago, Ill.	2,000 00
3	Green's Dredging Company, Chicago, Ill.	2,000 00
4	Carkin, Stickney & Cram, Detroit, Mich.	2,000 00
5	George W. Jackson Construction Company, Chicago, Ill.	2,000 00
6	The Fitz Simons & Connell Company, Chicago, Ill.	2,000 00
7	The Lydon & Drews Company, Chicago, Ill.	2,000 00

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

The following are

THE BIDS IN DETAIL FOR THE DREDGING OF THE CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK.

In Order of Magnitude—Lowest Bid First—Opened September 12, 1900.

No. of Bid as Received.	No. of Bid in Order of Magnitude.	NAME AND ADDRESS OF BIDDER.	—a— Excavation Deposited Upon Area Provided by Contractor. 333,750 Cu. Yds.		—b— Excavation Deposited in the Lake Front Area. 333,750 Cu. Yds.		—c— Dock Removed. 3,750 Feet.		—d— Price per Pile for Pulling and Removing Detached Piles.	—e— Completed Dock. 3,750 Feet.		—f— White Oak Piles. Price per Pile.	—g— Hardwood Piles. Price per Pile.	—h— Sheet Piling. Price per Pile.	—i— White Oak Timber. Price per 1,000 Ft., B. M.	—j— Oak Stringers. Price per 1,000 Ft., B. M.	—k— Pine Timber. Price per 1,000 Ft., B. M.	—l— Pine Stringers. Price per 1,000 Ft., B. M.	—m— Hemlock Timber. Price per 1,000 Ft., B. M.	—n— Anchor Rods. Price per lb.	—o— Screw Bolts. Price per lb.	—p— Drift Bolts. Price per lb.	—q— Spikes and Nails. Price per lb.	Total. With Excavation Deposited Upon Area Provided by Contractor.	Total. With Excavation Deposited in the Lake Front Area.
			Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price per Lin. Ft.	Total.		Price per Lin. Ft.	Total.															
5	1	Geo. W. Jackson Construction Co., Chicago....	$0 17½	$58,406 25	$0 22½	$ 75,093 75	$2 57	$ 9,637 50	$ 2 41	$25 43	$95,362 50	$14 69	$ 8 19	$12 57	$41 60	$41 60	$37 05	$37 70	$31 20	$0 8½	$0 4¼	$0 4¼	$0 4¼	$163,406 25	$ 180,093 75
7	2	The Lydon & Drews Co., Chicago.....	24½	81,768 75	32½	108,468 75	1 75	6,562 50	1 50	21 85	81,937 50	15 50	7 00	11 75	48 00	43 50	37 00	35 00	29 50	6⅜	5¼	3¾	4¼	170,368 75	196,968 75
3	3	Green's Dredging Co., Chicago.....	25	83,437 50	34½	115,143 75	1 50	5,625 00	2 00	22 25	83,437 50	16 40	6 00	12 35	45 00	45 00	35 00	35 00	30 00	6½	5	5	5	172,500 00	204,206 25
2	4	Hausler & Lutz Towing and Dock Co., Chicago	27	90,112 50	35	116,812 50	3 00	11,250 00	2 00	22 50	84,375 00	15 00	7 00	11 50	50 00	50 00	35 00	35 00	30 00	5	5	5	5	185,737 50	212,437 50
6	5	The Fitz Simons & Connell Co., Chicago.....	28	93,450 00	40	133,500 00	2 00	7,500 00	3 00	23 00	86,250 00	14 90	6 75	13 00	48 00	44 00	38 00	38 00	32 00	6.9	5.9	4.5	3.5	187,200 00	227,250 00
4	6	Carkin, Stickney & Cram, Detroit.....	28½	95,118 75	46	153,525 00	1 25	4,687 50	10 00	25 00	93,750 00	15 00	10 00	10 00	60 00	60 00	40 00	40 00	35 00	7½	7½	7½	7½	193,556 25	251,962 50

COMPARISON OF TWO LOWEST BIDS ON BASIS OF ONE-FOURTH OF APPROXIMATE ESTIMATE OF WORK TO BE DONE, ASSUMING THAT ONLY THE LANDS ACQUIRED ARE TO BE DREDGED AND NO DREDGING TO BE DONE IN RIVER CHANNEL.

Lowest Bid First.

No. of Bid in Order Magnitude	NAME OF BIDDER.	—a— Excavation Deposited on Areas Provided by Contractor 146,250 Cu. Yds.		—b— Excavation Deposited on Lake Front 146,250 Cu. Yds.		—c— Dock Removed 3,750 Lineal Ft.		—d— Completed Dock 3,750 Lineal Ft.		Total with Excavation Deposited on Areas Provided by Contractor	Total with Excavation Deposited on Lake Front
		Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price per Lin. Ft.	Total.	Price per Lin. Ft.	Total.		
1	The Lydon & Drews Company, Chicago	$0.24½	$35,831.25	$0.32½	$47,531.25	$1.75	$6,562.50	$21.85	$81,937.50	$124,331.25	$136,031 25
2	Geo. W. Jackson Construction Co., Chicago...	.17½	25,593,75	.22½	32,906.25	2.57	9,637.50	25.43	95,362.50	130,593.75	137,906 25

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 19, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, September 19, 1900, at 2 o'clock, P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meetings held August 29, and September 5, 1900, were approved as printed on motion of Mr. Wenter, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement)	$ 7,812 74	
A. & P. Roberts Company (eight-track bridge)	38,482 25	
Isham Randolph (life saving device)	793 15	
Smith-Wallace Shoe Company (rubber boots)	166 78	
Chicago Junction Railway Company (Pan-Handle Bridge)	78 15	
		$ 47,333 07

ENGINEERING DEPARTMENT.

R. Seelig (repairing level)	$ 4 50	
Burke & James (photo supplies)	21 20	
McArthur Bros. Company (Belt Railway crossing)	28 60	
Frederick Post Company (blue prints)	28 67	
Ralph Modjeski (eight-track bridge)	178 04	
C. T. T. R. R. Co. (Chicago River Bridge)	197 65	
City of Chicago (pumping)	165 00	
	$	623 66

LAW DEPARTMENT.

The Chicago Legal News Company (blanks)	$ 1 75	
Hancock & Bailey (repairing typewriter)	2 10	
Geo. E. Cole & Co. (docket)	3 00	
Edwards & Hancock (stationery)	32 75	
The Gunthorp-Warren Printing Company (printing)	16 80	
American Water Company (water)	3 38	
Eureka Blotter Bath Company (cloth bath)	5 18	
Callaghan & Co. (law books)	7 00	
Edward Thompson Company (law books)	6 00	
Henry Banzet, collector (water tax Joliet)	7 25	
Chicago Daily Law Bulletin (advertisement)	17 50	
Weasmer & Burton (court reporting)	18 50	
Weasmer & Burton (court reporting)	51 00	
C. L. Harrison (expert witness fee)	150 00	
John W. Nadelhoffer (expense)	47 95	
John W. Nadelhoffer (expense)	62 30	
	$	432 46

GENERAL ACCOUNT.

Security Deposit Company (rent September, 1900)	$ 518 33	
A. R. Porter, Clerk (Congressional inspection trip)	1,196 88	
	$	1,715 21

MAINTENANCE ACCOUNT.

Jenkins Bros. (discs)	$ 4 84	
South Side Lumber Company (wood)	5 00	
Knickerbocker Ice Company (ice)	9 50	
Crew Levick Company (oil)	36 58	
Wm. O'Connell (sundries)	16 25	
Thomas F. Ryan (lumber)	21 78	
Weaver Coal Company (coal)	762 29	
E. S. McDonald (steam fitting)	254 00	
	$	1,110 24
Grand total	$	51,214 64

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of The City of Chicago for $165.00 and all vouchers for work on the I. and M. Canal*), Carter (*except as to voucher in favor of Lydon & Drews Company for $7,812 74*), Eckhart (*except as to voucher in favor of Lydon & Drews Company for $7,812 74*), Jones (*except as to voucher in favor of A. & P. Roberts Co. for $38,482 25, and all vouchers for work on I and M. Canal*), Mallette, Smith (*except as to all vouchers for work on the I. and M. Canal*), and Wenter—eight—(*except as above stated*). Nays—none—(*except as above stated.*)

Upon this result the President declared the motion carried.

MESSAGE TRANSMITTING APPROVAL OF SECRETARY OF WAR TO PLANS FOR BRIDGES AT HARRISON STREET, THROOP STREET AND ASHLAND AVENUE.

The Clerk presented the following

MESSAGE AND ACCOMPANYING DOCUMENTS:

"CHICAGO, Sept. 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit a communication from the Hon. G. D. Meiklejohn, Acting Secretary of War, approving plans for bridges to be constructed over the Chicago River at Harrison Street, Throop Street and Ashland Avenue, and respectfully request that the permit be printed and placed on file with the plans.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,
President."

The following are

THE COMMUNICATION AND APPROVAL OF PLANS:

"September 14, 1900.

SIR—Referring to your application of 27th ultimo, I have the honor to transmit herewith, for retention, an instrument approving the maps of location and plans of bridges, to be constructed by the Sanitary District of Chicago, across the Chicago River at Harrison Street, Throop Street and Ashland Avenue, to replace existing bridges, at Chicago, Illinois, subject to the condition set forth in said instrument.

Very respectfully,

(Signed) G. D. MEIKLEJOHN,
Acting Secretary of War.

Mr. William Boldenweck, President the Sanitary District of Chicago, Security Building, Chicago, Illinois."

"WHEREAS, By Section 9 of an act of Congress, approved March 3, 1899, entitled "An act making appropriations for the construction, repair and preservation of certain public works on rivers and harbors, and for other purposes," it is provided that bridges, dams, dikes or causeways may be built under authority of the Legislature of a State across rivers and other waterways the navigable portions of which lie wholly within the limits of a single State, provided the location and plans thereof are submitted to and approved by the Chief of Engineers and by the Secretary of War before construction is commenced; and,

WHEREAS, The Sanitary District of Chicago, having authority of the Legislature of the State of Illinois to construct bridges across the Chicago River at Harrison Street, Throop Street and Ashland Avenue to replace existing bridges at Chicago, in said State, has submitted maps of location and plans of the same, which have been approved by the Chief of Engineers; now, therefore,

This is to certify that the maps of location and plans of said bridges, which are hereto attached, are hereby approved by the Secretary of War, subject to the following condition:

That the Engineer Officer of the United States Army, in charge of the district within which said bridges are to be built, may supervise the construction in order that said plans shall be complied with.

Witness my hand this fourteenth day of September, 1900.

G. D. MEIKLEJOHN,

[SEAL] *Acting Secretary of War.*"

(Accompanied by maps and plans.)

By unanimous consent the message and accompanying communication and approval of plans were ordered printed and placed on file.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented the following

REPORT:

"CHICAGO, Sept. 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the month ending August 31, 1900, as the same have been reported to me:

Engineering Department	52
Clerical Department	5
Law Department	8
Treasury Department	1

Police Department	25
General	5
Total employes	96

Respectfully submitted,

(Signed) A. R. PORTER,
Clerk."

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, September 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of August, 1900:

The total expenditure of the District for the month was $330,082.99, of which amount the sum of $163,140.75 was paid in Regular Warrants and the sum of $166,942.24 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $160,682.50 was for 1899 Tax Warrants redeemed and $6,259.74 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month was $2,149.31, of which amount the sum of $2,136.66 was for salaries and the sum of $12.65 for general office expenses.

The total amount expended for account of, and charged to, the General Account during the month was $8,487.54, divided as follows:

Rent for August, 1900	$ 518 33
Printing	159 39
Streams examination	292 31
Salaries	6,003 57
Advertising	859 73
General expenses	654 21
Total	$8,487 54

Of the total Tax Levy Warrants heretofore issued, the following amounts were still outstanding September 1, 1900:

Against the Tax Levy of 1896	$ 10,963 39
Against the Tax Levy of 1899	727,920 95
Against the Tax Levy of 1900	379,209 17
Total	$ 1,118,093 51

The following is a tabulated statement of total expenditures for the month of August, 1900.

ACCOUNT.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 17,125 14		$ 17,125 14
Construction	102,960 25		102,960 25
Clerical Department	2,149 31		2,149 31
Law Department	4,711 68		4,711 68
Land	11,372 00		11,372 00
Treasury Department	333 32		333 32
General	8,487 54		8,487 54
Police Department	5,121 95		5,121 95
Maintenance	10,280 96		10,280 96
Special Commis'rs Chicago Drainage Canal	598 60		598 60
1899 Tax Warrants redeemed		160,682 50	160,682 50
Interest on Tax Warrants redeemed		6,259 74	6,259 74
Totals	$163,140 75	$166,942 24	$ 330,082 99

Respectfully submitted,

(Signed) A. R. PORTER, *Clerk.*"

By unanimous consent the report was ordered printed and placed on file.

REPORT IN REFERENCE TO CLAIM OF THOMAS BURKE FOR ALLEGED INJURIES.

Mr. Mallette, Chairman of the Committee on Judiciary, presented the following

REPORT:

"CHICAGO, September 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary reports an opinion from the Attorney concerning the claim of Thomas Burke against the District for alleged injuries received while employed on the Canal Lock at Bridgeport. Transmitted are communications from the Chief Engineer of the District and his assistant, W. T. Keating, on the subject matter of the injury. The Attorney advises the Committee that the District is not legally liable; but recommends that the Committee pay the claimant his expenses for medical attendance and his wages during the time of his injury upon the condition that the claimant will execute a release to the District discharging it from any and all liabilities, claims and demands arising out of the injury which he has sustained.

The Committee recommends that the opinion of the Attorney be received and the recommendations made therein be concurred in, and that the President and Clerk of the District be authorized and directed to voucher in favor of the claimant, the said Thomas Burke, such expenses for medical attendance and wages during the time of his injury as it shall appear to them are fair and equitable.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
JOS. C. BRADEN,
FRANK WENTER,
WM. BOLDENWECK.
THOMAS A. SMYTH,
Committee on Judiciary."

(Five enclosures.)

The following is

THE REPORT OF THE ATTORNEY TO THE COMMITTEE.

"CHICAGO, September 17, 1900.

To the Honorable, the Committee on Judiciary:

GENTLEMEN—I have the honor to transmit herewith a statement of the facts concerning the injury to Thomas Burke, who was injured while in the employ of the District on the Canal Lock at Bridgeport. I attach herewith a communication from Mr. Randolph of date of June 14, 1900; also communication from Mr. W. T. Keating, Assistant Engineer, to Mr. Randolph under date of June 11, 1900.

I beg leave to advise the Committee from the facts as herewith reported that I am of the opinion that the District is not legally liable to the claimant, but would respectfully recommend for your consideration the advisability of paying the claimant his expenses for medical attendance and his wages during the time of his injury, upon condition that the claimant will execute a release to the District discharging it from any and all liability, claims and demands arising out of the injury which he has sustained.

Respectfully submitted,

CHARLES C. GILBERT,
Attorney."

Mr. Mallette, seconded by Mr. Smyth, moved that the report of the Committee be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO REDUCTION OF BOND ON CONTRACT FOR SUBSTRUCTURE FOR BY-PASS ALONG THE CHICAGO RIVER, ON CONTRACT FOR WORK ON SECTION 18, AND ON CONTRACT FOR SUPERSTRUCTURE FOR C., R, I. & P. BRIDGE ACROSS DESPLAINES RIVER ON SECTION 18.

Mr. Carter, Chairman of the Committee on Finance, presented the following

REPORT:

"CHICAGO, Sept. 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance has had under consideration the

release of the sureties on the bond of Lydon & Drews Company for the performance of its contract for the substructure of the By-pass along the Chicago River; the release of the surety on the bond of Messrs. Gahan & Byrne, of date September 30, 1898, in the sum of $25,000, for the completion of Contract Section 18 of the Main Drainage Channel; and the release of the bond of the Chicago Bridge and Iron Company, dated June 7, 1899, in the sum of $5,000 00, for the completion of the contract for the superstructure of the C., R. I. & P. Ry. Co.'s bridge across the Desplaines River on Contract Section 18.

In reference to Lydon & Drews Company, your Committee begs to inform your Honorable Body that there is a suit pending in the Superior Court of Cook County against the said Lydon & Drews Company, the City of Chicago and the Sanitary District of Chicago, in the sum of $10,000.00, for damages alleged to have been caused to the J. V. Farwell Company resulting from obstructing the sewer, which caused the water to back up in the basement of the building in which said Farwell Company had goods stored, and thereby causing damage to said goods. An appraisement was made by an appraiser appointed by the J. V. Farwell Company, and by an appraiser appointed by the City of Chicago, both appraisers joining in the report, finding the damage sustained to be $3,883.07; so that it is unlikely that a judgment would be recovered for any greater amount than the appraisement. There are no claims filed or suits pending against Messrs. Gahan & Byrne in reference to their contract, nor are there any claims or suits pending against the said Chicago Bridge and Iron Company in reference to their contract above mentioned.

Your Committee, therefore, recommends that the surety on the bond of said Lydon & Drews Company be released from further liability—said Lydon & Drews Company, however, to remain liable, upon their executing a new bond in the sum of five thousand dollars; and that the surety on the bond of Messrs. Gahan & Byrne be released, said contractors to remain liable, however, upon their executing a new bond in lieu of the original bond in the sum of $2,000.00; and that the surety on the bond of the Chicago Bridge and Iron Company be released, the principal to remain liable, however, upon the said Chicago Bridge and Iron Company executing a new bond in the sum of $2,000.00. The sureties on the several bonds above mentioned to be approved by your Honorable Board.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS A. SMYTH,
WM. BOLDENWECK,
Committee on Finance."

(Two enclosures.)

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result, the President declared the motion carried.

REPORT ON APPROVAL OF BOND ON CONTRACT FOR SUPPLYING AND ERECTING BRICK BUILDINGS FOR HOUSING AND PROTECTING MACHINERY OF THE BEAR TRAP DAM AT LOCKPORT.

Mr. Carter, Chairman of the Committee on Finance, presented the following

REPORT:

"CHICAGO, September 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Finance herewith reports that the Committee has examined the bond furnished with the contract of John A. Larson, for the erection of certain buildings over the Bear Trap Dam, in the sum of one thousand dollars ($1,000.00); that the Committee find that the bond is in proper form and the surety thereon is sufficient.

Your Committee, therefore, recommends that said bond be approved by the Board of Trustees.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
J. P. MALLETTE,
JOS. C. BRADEN,
THOMAS A. SMYTH,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance."

(One enclosure.)

Mr. Carter, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO APPOINTMENT OF INSPECTOR AND RODMAN AT C. T. T. R. R. BRIDGE NEAR TAYLOR STREET.

Mr. Smyth, Chairman of the Committee on Engineering, presented the following

REPORT:

"CHICAGO, September 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication from Wm. M. Hughes, engineer of bridges and bridge construction, concerning further requirements on the C. T. T. R. R. Co.'s Bridge near Taylor Street. The bridge engineer recommends the appointment of Mr. W. G. Derbyshire as an inspector on this work. The chief engineer of the railroad company has manifested his satisfaction with this appointment by a communication which is attached to that of the bridge engineer. It is also stated that it is necessary to employ another rodman at this bridge. The bridge engineer recommends the employment of George A Keller, Esq.

Your Committee recommends that the appointments as above recommended be made and that the same take effect immediately.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
ALEX J. JONES,
JOS. C. BRADEN,
FRANK WENTER,
WM. BOLDENWECK.
Committee on Engineering."

(Two enclosures.)

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Smyth and Wenter—five. Nays—Messrs. Carter, Eckhart and Mallette—three.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO AWARD OF CONTRACT "FOR THE DREDGING OF THE CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK" AND RETURN OF CERTAIN CHECKS.

Mr. Smyth, Chairman of the Committee on Engineering, presented the following

REPORT:

"CHICAGO, September 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports upon the bids opened at the meeting of the Committee held on the 12th day of September, A. D. 1900, for dredging the Main Chicago River and the South Branch of the Chicago River and docking that portion of the river front contiguous to the portions dredged, together with other work collateral thereto. The Committee has considered the list of bids submitted and the qualifications of each bidder, respectively, and finds that the lowest responsible bidder upon the work aforesaid is Lydon & Drews Company.

Your Committee recommends that the work of dredging the said Main Chicago River and performing certain collateral work be awarded to said Lydon & Drews Company at the prices named in its bid.

Your Committee also recommends that the President and Clerk of the District be authorized and directed to execute said contract on behalf of the District when the same shall have been executed by said Lydon & Drews Company and the bond approved by the Committee on Finance.

Your Committee further recommends that the checks of all bidders be returned to said bidders, respectively, when said contract shall have been executed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
J. C. BRADEN,
FRANK WENTER,
ALEX. J. JONES,
WM. BOLDENWECK,
Committee on Engineering."

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Mallette, Smyth and Wenter—six. Nays—Messrs. Carter and Eckhart—two.

Upon this result the President declared the motion carried.

Before voting Messrs. Eckhart, Jones and Mallette made the following explanations which they desired to have recorded in the proceedings, permission being granted by unanimous consent, Mr. Eckhart also asking permission to submit a minority report at a later date, the same being granted by unanimous consent.

Mr. Eckhart—"I desire to explain my vote. I don't believe the contractors to whom you are about to let this work are entitled to it. I believe they are the highest bidder, or at least higher than the corporation that ought to have the contract. I believe the Chicago River will have to be dredged to a greater depth than twenty feet because for the purposes of this District and for navigation we will have to get a greater volume of water through the Chicago River, and the only way to increase the flow is to dredge to a greater depth. So much for that. On the other hand I believe as I stated in the Committee last Monday that these contractors should not have this contract because they have in every instance where they have had a contract with this District demanded extras which were not just under the contract nor were they entitled to them under the law. In addition to this one of our employes has admitted that he received a bribe from these contractors while he acted as an inspector on work which these contractors were to carry out. In view of this I cannot vote for these contractors. I vote no."

Mr. Jones—"I wish to state that the opinion of the Attorney, which is presented here to day and was supposed to be the cause for postponing action on this matter, should be quite satisfactory to all parties to this controversy, as it really does not affect the question at issue. I fully agree with Mr. Eckhart on the necessity of dredging to a depth greater than twenty feet; I sincerely hope that when this contract is awarded the language of it will not prohibit this District from dredging more than twenty feet. In voting on this matter I take the position that the contract should be awarded to the lowest responsible bidder, and that on the financial statements presented here the Lydon & Drews Company are clearly the lowest responsible bidders. They have the plant and have shown the responsibility demanded by the specifications. I want it understood that I am voting for Messrs. Lydon & Drews Company as being the lowest bidders on this work who fill the requirements of this Board as to responsibility.

The Jackson Construction Company has shown no experience in this class of work, yet the specifications particularly require that the contractor shall be experienced in the work to be done and shall be able to show sufficient capital to successfully execute the contract. Mr. Jackson admitted to the members of this Board that he had no plant whatever and that if he got the contract he would be compelled to purchase a plant on the Northern Lakes and bring it to Chicago. He further admitted that in case he purchased said plant he would enter upon this work about $60,000 in debt. In view of these admissions it would be an absolute violation of public trust, as well as a flagrant disregard of the specifications, to let this contract to the Jackson Construction Company.

As to the charge that Mr. Lydon has attempted to win the good graces of our employes by paying for beer and other entertainments during their labors, I can only say that I regard it as most reprehensible conduct and as a pernicious practice that has grown up among our contractors and which can not be too severely condemned.

MR. MALLETTE—"I vote for Lydon & Drews, because I believe they are the lowest responsible bidder, and I don't believe that we will lower the river below twenty feet."

REPORT IN REFERENCE TO LEGISLATION FAVORABLE TO DEEP WATERWAY PROJECT.

Mr. Wenter, Chairman of the Joint Committee on Federal Relations and Engineering, presented the following

REPORT:

"CHICAGO, September 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Federal Relations and Engineering, who have had in charge the furtherance of a deep waterway project from the

terminus of the Chicago Sanitary and Ship Canal at Lockport to the Mississippi River, and who reported to your Honorable Body (page 6364 of the Proceedings) that it secured the introduction in both houses of Congress, while on its mission to Washington, D. C., of a bill for the survey and estimates thereon by the Federal Government for an eight, ten and fourteen foot channel from Lockport to the mouth of the Illinois River, now beg leave to report that the bill above referred to has been passed by the United States Congress in a slightly amended form.

Your Joint Committee feel gratified to report this signal success, having thus secured the initiative step for the deep waterway, and from which, they feel confident, will result the ultimate opening of a great water route that will benefit not only the citizens of Illinois and those along the Great Lakes but also the inhabitants of the entire Mississippi Valley.

Your Joint Committee also report that the special interest which is being taken by the National Government in this deep waterway was well amplified by the recent visit made to Chicago by the Committee on Commerce of the Senate and the Committee on Rivers and Harbors of the House of Representatives. These committees made a tour of inspection of the Chicago Sanitary and Ship Canal, under the auspices of the Trustees of the Sanitary District. The Honorable Theodore Burton, Chairman of the Committee on Rivers and Harbors, together with the members of both committees, expressed themselves in the highest terms of the magnitude of the Chicago Sanitary and Ship Canal and, while no words were uttered that would commit these gentlemen to any particular line of action, yet the general sentiment was that the Chicago Sanitary and Ship Canal is but the beginning of a great waterway from the lakes to the gulf.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

B. A. ECKHART,
J. P. MALLETTE,
Z. R. CARTER,
JOS. C. BRADEN,
ALEX. J. JONES,
THOMAS A. SMYTH,
WM. BOLDENWECK.

Joint Committee on Federal Relations and Engineering."

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted.

The motion prevailed unanimously by a viva voce vote.

COMMUNICATION FROM C. T. T. R. R. CO. IN REFERENCE TO CLAIM OF ANDREW GUSTAFSON FOR ALLEGED INJURIES.

The Clerk presented a communication from J. B. Barton, General Attorney of the C. T. T. R. R. Co., in reference to the claim of Andrew Gustafson for injuries alleged to have been sustained while working on the trestles near Campbell Avenue, which by unanimous consent was referred to the Committee on Judiciary.

ORDER FOR PREPARATION OF BONDS OF ELEVENTH ISSUE..

Mr. Carter, Chairman of the Committee on Finance, presented the following

ORDER:

"*Ordered*, That the Clerk of the District be authorized and directed to cause to be prepared the last issue of bonds to be made by order of the Board of Trustees of this District in the sum of two million five hundred thousand dollars, and that he be given power and authority to expend whatever moneys of the District may be reasonably necessary in order to have such issue of bonds prepared as aforesaid; and that he be further ordered to report such expenditure to the Board of Trustees in the usual manner."

Mr. Carter, seconded by Mr. Eckhart, moved that the order be adopted.

On roll-call the vote stood. Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

AUTHORITY FOR INCREASE OF PRICE TO BE ALLOWED FOR CERTAIN DOCK PROPERTY BELONGING TO THE C., R. I. & P. RY. CO. SOUTH OF TAYLOR STREET.

Mr. Gilbert, Attorney for the Sanitary District, presented a verbal report in reference to matters connected with the

proposed agreement between the C., R. I. & P. Ry. Co. and the District for the acquisition of certain dock property belonging to said company south of Taylor Street on the Chicago River, authorized April 25, 1900, (page 6439 of the Proceedings) and asked that he be authorized to have the price of $14.00 per lineal foot, as authorized heretofore, changed to $14.37½ per lineal foot, an error having been made in fixing the price at the former figure, and that he be further authorized to have the price fixed at $14.37½, as above, in certain amicable condemnation proceedings about to be taken for the purpose of securing a valid title to said property.

Mr. Eckhart, seconded by Mr. Mallette, moved that the authority requested be granted.

On roll-call the vote stood: Yeas—Messrs. Beldenweck, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 26, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, September 26, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly and Wenter—six members were present, Messrs. Jones and Smyth arriving subsequently.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held September 12, 1900, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

A. & P. Roberts Company (Eight-Track Bridge)	$ 8,836 28
Heldmaier & Neu (repairing derrick, etc.)	123 33
Heldmaier & Neu (removing pumps)	280 28
Heldmaier & Neu (Section 17, Sept. 1, 1900)	2,045 32
A. R. Porter, Clerk (Section 18, retaining wall, etc.)	8,027 00
American Bridge Company (Eight-track Bridge)	14 00
Wm. O'Connell (Section 15, wheel pit)	24 23

C. T. T. R. R. Co. (Pan-Handle Bridge)	$ 96 77	
F. Munch (coal)	76 95	
Wilcox Bros. (approach to Bear Trap Dam)	314 03	
Barrett Hardware Company (tools and repairs)	205 14	
Gahan & Byrne (rental of engine)	240 00	
A. W. Hays (cement)	885 15	
E. E. Moberly & Co. (life saving device)	19 27	
Drainage Scrap Iron and Metal Company (life saving device)	21 47	
The Ingersoll-Sargent Drill Company (life saving device)	46 17	
H. Channon Company (life saving device)	129 50	
S. J. Stebbins Company (life saving device)	193 15	
The Trenton Iron Company (life saving device)	211 11	
	$	21,789 15

ENGINEERING DEPARTMENT.

J. D. Young (analysis of water)	$ 25 00	
Thomas Bagley (row boat)	46 00	
A. R. Porter, Clerk, (force account)	248 50	
	$	319 50

CLERICAL DEPARTMENT.

A. P. Little (carbon paper)	$ 4 00	
American Water Company (water)	6 75	
	$	10 75

GENERAL ACCOUNT.

Illinois Staats-Zeitung Company (advertising)	$ 1 38	
Victor F. Lawson (advertising)	1 50	
Tribune Company (advertising)	1 65	
The Chicago Times-Herald (advertising)	3 00	
The Inter-Ocean (advertising)	21 60	
The Chicago Chronicle Company (advertising)	30 80	
Geo. B. Carpenter & Co. (paints, etc)	2 05	
Dunham Towing and Wrecking Company (repairs)	3 97	
Robt. E. Hill (fittings, etc.)	13 94	
H. Lewis & Co. (oils)	14 00	
Youghiogheny & Lehigh Coal Company (coal)	66 00	
Lydon & Drews Company (scows)	100 00	
	$	259 89

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, Sept., 1900)	$ 1,083 33	
Engineering Department (Division of Construction Roll, Sept., 1900)	3,272 50	
Engineering Department (Division of D. & D. Roll, Sept., 1900)	2,235 26	
Engineering Department (Division of Records Roll, Sept., 1900)	462 50	
	$	7,053 59
Clerical Department (Clerk's Roll, Sept., 1900)		1,068 33
Law Department (Attorney's Roll, Sept., 1900)	$ 1,468 34	
Law Department (Joliet Roll, Sept., 1900)	483 34	
	$	1,951 68
Treasury Department (Treasurer's Roll, Sept., 1900)		166 67
General Account (General Roll, Sept., 1900)	$ 350 00	
General Account (Special Roll, Sept., 1900)	310 00	
General Account (Trustees' Roll, Sept., 1900)	2,333 33	
	$	2,993 33
Police Department (Marshal's Roll, Sept., 1900)		2,449 08
Maintenance Account (Controlling Works Roll, Sept., 1900)	$ 675 00	
Maintenance Account (Bridgeport Pumping Station Roll, Sept., 1900)	2,054 91	
	$	2,729 91
Grand total	$	40,791 83

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth (*except as to pay-roll voucher for Maintenance Account, Bridgeport Pumping Station, for $2,729.91, on which he voted nay*) and Wenter (*except as above stated.*)

Nays—none—(*except as above stated,*)

Upon this result the President declared the motion carried.

MONTHLY REPORTS FROM THE LAW DEPARTMENT.

The Clerk presented the following

REPORTS:

"CHICAGO, July 18, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Law Department for the month of June, 1900.

The following is an itemized statement of the expenditures of the Law Department for the month of June, 1900:

SALARIES.

Attorneys	$1,366 68	
Office force	435 00	
		$ 1,801 68

GENERAL EXPENSES.

Right of way (salaries)	$ 125 00	
Legal service (salaries)	833 34	
Mahon claim in full	245 35	
		$ 1,203 69
Total		$ 3,005 37

The following suits have been begun during the month:

James H. Lomax, George Lomax and Robert D. Lomax, executors of the last will and testament of John A. Lomax, deceased, and his heirs and residuary legatees, vs. The Sanitary District of Chicago; Gen. No. 208,405, in the Circuit Court of Cook County. This is a suit for $5,000.00 for interest on money allowed by the Court in a certain condemnation case.

Alexander Walker vs. J. G. Wagner Company, a Wisconsin corporation, and the Sanitary District of Chicago, a municipal corporation of Illinois; Gen. No. 18,055; in the Circuit Court of Will County. This is a suit in case for $2,000.00 for personal injuries.

Carl Moll, Trustee, vs. The Sanitary District of Chicago; Gen. No. 208,413, in the Circuit Court of Cook County. This is an assumpsit suit for $5,000.00 for interest on money allowed by the Court in a condemnation case in which said Moll was a defendant.

The following proceedings were had in the several cases mentioned:

The demurrer of the Sanitary District of Chicago to the declaration in the case of Mason, Hoge, King & Co. vs. The Sanitary District, was argued before Judge Tuley and sustained.

The case of Burke vs. Heldmaier et al. in the Circuit Court of Cook County was dismissed as to the Sanitary District.

The bill filed by Weir, McKechny & Co. to set aside the contract on Section "F," on the ground of fraudulent representation, has been dismissed for want of equity.

The case of the Lemont State Bank vs. Nolan et al., Gen. No. 186,576, in the Superior Court of Cook County, has been favorably disposed of as to the District.

In the case of Andred Peterson vs. Harlev et al., Gen. No. 166,891, in the Circuit Court of Cook County, was dismissed on General Call of the Chancery Calendar.

In the case of James Davidson vs. The Sanitary District of Chicago, the exceptions of the defendant were called up for argument and disposition before Judge Kohlsaat, and three of the four were sustained by the Court. This was a substantial victory for the District.

A release for the personal injuries to William Mahon was prepared by this Department and executed by the complainant.

An ordinance has been prepared for deepening, widening and improving the South Branch of the Chicago River, from the south line of Twelfth Street to the east line of Ashland Avenue, to a uniform width of 200 feet and an ultimate depth of 30 feet.

An agreement with Montgomery & Co. to construct six movable highway bridges under the Scherzer patents has been prepared by this Department.

An agreement with Page & Schnable for the construction of the Ashland

Avenue Bridge, together with an agreement with the People's Gas Light and Coke Company with reference to the transfer of certain property on the Chicago River, have been prepared by the Department.

A representative of the Department has interviewed many owners and agents of property adjoining the proposed new channel for the North Branch to ascertain their willingness to donate to the Sanitary District the property required for said improvement. The great majority of said owners are willing to donate the property required.

An ordinance has been prepared defining the purpose for which the bonds of May 31, 1900, were issued.

In addition to the above, an opinion has been rendered on the responsibility of the Sanitary District to Streeter & Kennefick, which, together with the preparation of pleadings and contracts and the regular routine work of the office, has occupied the time of the Department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

"CHICAGO, September 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — I submit herewith the monthly report of the Law Department for the month of July, 1900:

The total amount paid out by this Department during the month is as follows:

Legal services.....	$3,426 53	
Expense account.....	1,004 42	
Books, printing and stationery.....	167 20	
		$4,598 15

Land Account.

Will County taxes.....	$ 217 72
Total.....	$4 815 87

A representative of this Department has, during the month, examined the right of way of the District through Joliet to ascertain what excavated portions had been submerged since the water was let into the Main Channel. A petition was prepared and filed praying for the reduction of taxes based on the results of this investigation.

Objections to the special assessment for a sewer in Van Buren Street, Joliet, were filed on behalf of the Sanitary District of Chicago.

The following suits were begun during the month: Michael Ruddy vs. The J. G. Wagner Co. et al., Gen. No. 18056, in the Circuit Court of Will County. This is a suit in case for $2,000.00.

Walter Faraday, administrator of the estate of Thomas Mahoney, deceased, vs. The Chicago & Western Indiana R. R. Co. and the Belt Railway Co. of Chicago, in the Circuit Court of Cook County. This is a personal injury suit for $5,000.00 that the District is defending under a contract with the other defendants.

In the cases of Henry J. Burke, A. Hero and Bridget McGuirl against the Sanitary District, in the Appellate Court, executions were issued in favor of the District, amounting to $182.55.

John E. Burke vs. The Sanitary District of Chicago, No. 207,676, in the Superior Court of Cook County. This is a bill for an injunction to prevent the payment of certain moneys to Heldmaier & Neu. A temporary injunction was granted but dissolved by Judge Stein after argument An appeal has been prayed and allowed to the Appellate Court.

Opinions on the following questions have been rendered:

1. As to the necessity for advertising extra work and authorizing the removal of coffer dam and building retaining wall on Section 18.

2. As to whether or not the Sanitary District has the right to demand a release in full af all claims against the District upon final payment.

3. In reference to the payment by the District of certain lost coupons.

4. Upon the claim of John F. Quinn against Heldmaier & Neu.

5. With reference to the validity of the claim of Edward Hines Lumber Co. and the McCormick Harvesting Machine Co. for damages caused by lowering of water in the west fork of the South Branch.

Negotiations have been conducted with reference to the purchase of certain property adjacent to the South Branch of the Chicago River from the estate of William A. Havemeyer.

The Department will be occupied during the coming month in closing, as

far as possible, unfinished matters, in preparing cases on the new calendar for trial and in the routine business of the office.

Very respectfully,

(Signed) CHARLES C. GILBERT,
Attorney."

By unanimous consent the reports were ordered printed and placed on file.

MONTHLY REPORT FROM THE ENGINEERING DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, Sept. 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of August, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $143,228.70, divided as follows: Main Channel, $57,636.43; bridges, $84,227.97; general, $1,364.30.

The engineering expenses for the month were $10,558.76, divided as follows: Salaries, $7,070.88; supplies, etc., $3,487.88. The expenses at the Bridgeport Pumping Works were $8,243.22, divided as follows: Salaries, $2,111.93; supplies, etc., $6,131 29. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River—The contractors for the By-pass finished up their work and the voucher issued September 1st shows final quantities for By-pass. These contractors excavated and removed to the Lake Front Park 1,258 cubic yards of excavation which had been dumped into the river from the Van Buren Street Approach Span work; 2,213 cubic yards were also taken from the By-pass and dumped into the Lake Front Park.

The Green's Dredging Company removed 5,312.4 cubic yards of material from the south side of the river on the property of the People's Gas Light and Coke Company. This company also did sundry dock work during the month.

The contractors for dredging the South Branch of the South Fork removed since the middle of July 11,746 cubic yards of soft material, 21,493 cubic yards of hard material and 456 cubic yards of material from the South Branch of the Main River; 13,454 cubic yards of material spoiled in the Lake Front Park were vouchered during the month. This is final for the material dumped into the Lake Front Park with the exception of the excavation which was made at the People's Gas Light and Coke Company's plant and which is not yet vouchered.

The contractors for the substructure of the C. T. T. R. R. Company's bridge continued work throughout the month, with the following results: East Abutment, 10,465 feet B. M. of timber were placed in the coffer dam and boxing around concrete; concrete, 1,600 cubic yards; masonry, 250 cubic yards. West Abutment, 70 batter piles were furnished and driven and about 400 cubic yards of material excavated.

On the 29th work was begun at the Van Buren Street Approach Span, renewing the anchorage angles that were bent by the movement of the old pier.

All the iron work on the Taylor Street highway bridge was in place and work was stopped on the 10th, ready for the City of Chicago to wire bridge for power to close same. On the 22d and 23d a clump of 19 piles were driven on the east side of the river, 25 feet south of the protection, for the purpose of warding off vessels from the bridge.

Section "O"—Dredging work was continued for six days on the West Fork, making about seven and one-half feet of water at low stage throughout the channel. A diver was employed for six days working with a pile driver outfit and removing boulders from the channel between Western Avenue and the railroad bridges.

Work on the superstructure of the eight-track bridge was prosecuted throughout the month. A large quantity of material was received and unloaded, and about one-half of the bolsters and shoes for the channel span were placed in position and grouted up. On the 10th the contractors for the substructure refused to proceed with the work of filling the bolsters and finishing off the piers, and on the 13th a force account gang was put on the work and the concreting proceeded with.

The different railroad companies at this point made some slight repairs to their trestles during the month.

Section "K"—The work on the superstructure was resumed on the 2d and pushed vigorously to the end of the

month. At that time the whole floor system and a portion of the main trusses were in position. Some grading of the approach to the north abutment was done during the month by team force.

Section 15—Work on the approach to the Bear Trap Dam bridge was carried on throughout the month and was completed with the exception of the railing. A wall was also built in connection with the bridge approach to act as a foundation for bents. Work on the superstructure was carried on from the 1st to the 15th, at which latter date it was completed.

Excavation for the wheel pit at the Controlling Works was carried on throughout the month with a plant of one boiler and pump, one derrick and one steam drill.

Miscellaneous work and improvements, principally the construction of water closets and the drilling of a well was carried on at intervals during the month.

Section 17—The dredge began on the 2nd excavating the coffer dam in front of the Economy Light and Power Co.'s new plant and continued to the 25th, when cut was made to the bays and dredge laid up for repairs. The dredge resumed operations on the 29th and continued to the end of the month. The plant of this dredge consisted of one derrick, one steam tug and scows. The open ditch was abandoned on the 29th and the Penitentiary Ditch was diverted into the Tail Race. The operations of the derrick removing the old wall between the coffer dam and the Economy Light and Power Co.'s plant began on the 28th and continued to the 30th, at which time this work was abandoned and the filling in of the open ditch was begun.

Section 18—Work on retaining wall placing concrete was continued to the end of the month when it was completed with the exception of the railing. The removal of the Tail Race crib was resumed on the 24th and continued at intervals throughout the month.

General.

Life Saving Apparatus — The force of men employed in stringing the life saving apparatus along the rock sections of the Main Channel made good progress, averaging from one-quarter to three-eights of a mile per day. About the middle of the month they were delayed on the actual work for about a week or ten days, during which time the method of installing the cable was changed so that at present they are able to erect from one-half to five-eighths of a mile per day. This work should be finished by about the middle of October.

New Telephone System—A force of twelve to fifteen men with a Western Union foreman was employed during the entire month digging holes and erecting poles for the new telephone line between Chicago and Joliet. At the end of the month the poles were erected as far as the C. T. T. R. R. Co.'s bridge at Summit.

Bridgeport Pumping Works—On the 8th, Engine No. 1 began operations after having been out of service since May 16th. This engine gave excellent service during the remainder of the month. On the 8th Engine No. 2 broke the main pump shaft on low pressure side, and for the balance of the month it had been running with one pump on the high pressure side. Engine No. 3 has been running with occasional stoppage for a few minutes each for temporary tightening and repairs. Engine No. 4 was dismantled on the 9th and is being repaired.

The daily average of Illinois coal consumed from the 2nd to the 28th was about 32 tons. Eas ern coal was used during the remainder of the month which will be reported on in September.

The ten-ton Howe scale was thoroughly inspected and repaired during the month.

A small force of men was employed the latter part of the month putting in a coffer dam preparatory to lowering the discharge channel of one of the pumps of the No. 4 engine.

Division of Designing and Drafting.

The following drawings, etc., were made: Plans and specifications for brick buildings at Controlling Works; plat of land to be leased near the Bridgeport Pumping Works; plats of right of way to be acquired along the South Branch of the Chicago River from Twelfth to Twenty-second Streets, made from recent surveys. The regular platting was continued on the Atlas of the right of way.

Plans for foot walls at Lemont Highway bridge across the Main Channel were finished; plans for Taylor Street Bridge, Chicago River, were checked; drawings of locations of bridges at Main and Harrison Streets and Ashland Avenue, Chicago River, were made; specifications and blue prints of Canal Street Bridge, Chicago River, were prepared

and the work of making drawings of changes in the foundations of the eight-track bridge was carried on to the end of the month.

Division of Records.

The work of this division for August has been carried on in about the usual manner.

I estimate the expenses of this Department for the month of September will be $150,000.00,

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."
Per W. T.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During August, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles, Lineal Ft.
Chicago River	42,592.4	38 7	.....
Section 17	4,300	.....	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	1,850	1,800
Totals	46,892.4	1,888.7	1,800

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Earned During August, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$45,683 89	.....	.....	$45,683 89
Section O	.....	$ 1,722 28	.....	1,722 28
Section K	.....	540 48	.....	540 48
Section 12	—143 91	.....	.....	—143 91
Section 17	4,198 19	.....	.....	4,198 19
Section 18	7,230 97	103 25	.....	7,334 22
Disposal Works, Section 15	667 29	.....	.....	667 29
Van Buren Street Approach Span, Chicago River	.....	238 99	.....	238 99
Taylor Street Bridge, Chicago River	.....	1,280 68	.....	1,280 68
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	14,578 64	.....	14,578 64
Eight-Track Bridge, Main Channel, Sec. O	.....	54,145 21	.....	54,145 21
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	256 00	.....	256 00
Stephen Street Subway, Sec. 8	.....	706 81	.....	706 81
Bear Trap Dam Bridge, Sec. 15	.....	2,186 59	.....	2,186 59
Tow Path Bridge, Sec. 17	.....	8,390 00	.....	8,390 00
Jefferson Street Bridge, Sec. 18	.....	17 54	.....	17 54
C., R. I. & P. Ry. Co.'s Bridge, Sec. 18	.....	49 50	.....	49 50
Cass Street Bridge, Sec. 18	.....	12 00	.....	12 00
I. & M. Canal Improvement, between Bridgeport and Lockport	.....	.....	$ 86 05	86 05
Life Saving Apparatus	.....	.....	1,278 25	1,278 25
Totals	$57,636 43	$84,227 97	$ 1,364 30	$143,228 70

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF AUGUST, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	MAINTENANCE ACCOUNT.	
	Salaries.	Supplies, Etc.	Totals.		Salaries.	Supplies, Etc.
Borings and Test Pits		$1,181 00	$1,181 00			
Maps and Plans for General Use	$ 113 40	16 52	129 92			
Chicago River Survey	656 25	26 79	683 04			
Chicago River Improvement	1,456 15	263 46	1,719 61	$42,599 23		
Right of Way	374 94	10 42	385 36			
Flow Measurements	420 83	133 92	554 75			
Disposal Works and Joliet Project	1,370 55	787 71	2,158 26	11,626 14		
Regular Construction—Main Channel and River Diversion	151 83	15 35	167 18	—143 91		
Lemont Road Permanent Bridge, Main Channel, Section 8	25 85		25 85			
A., T. & S. F. Ry. Co.'s Permanent Bridge, M. C., and Stevens St. Subway, Sec. 8		9 38	9 38	706 81		
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	50 00	4 93	54 93	540 48		
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	250 00	18 50	268 50	256 00		
Panhandle Temporary Bridges, Main Channel, Section O	50 00	3 00	53 00	1,722 28		
Panhandle Permanent Bridge, Main Channel, Section O	507 50	239 36	746 86	54,145 21		
Canal Street Bridge, Chicago River	96 75	91 87	188 62			
Taylor Street Bridge, Chicago River		349 77	349 77	1,280 68		
C. T. T. R. R. Co.'s Bridge, Chicago River	756 25	29 03	785 28	12,776 85		
Van Buren Street Approach Span, Chicago River				238 99		
Bear Trap Dam Permanent Bridge, Section 15	175 00	106 60	281 60	2,186 59		
Towpath Permanent Bridge, Section 17		16 67	16 67	8,390 00		
Jefferson Street Permanent Bridge, Section 18		50	50	17 54		
Cass Street Permanent Bridge, Section 18				12 00		
C., R. I. & P. Ry. Co.'s Temporary Bridge, Section 18				103 25		
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18				49 50		
Mortar, Sand and Cement Tests	243 75	20 17	263 92			
Photographs of Works	150 00	73 56	223 56			
Improvement of Illinois and Michigan Canal between Bridgeport and Lockport	21 83	29	22 12	86 05		
Thirty-ninth Street Sewer		3 55	3 55			
State Street Bridge, Chicago River		10	10			
Harrison Street Bridge, Chicago River		14 41	14 41			
Eighteenth Street Bridge, Chicago River		11 57	11 57			
Main Street Bridge, Chicago River		12 77	12 77			
Life Saving Apparatus	200 00	46 68	246 68	1,278 25		
Bridgeport Pumping Works					$ 2,111 93	$ 6,131 29
Totals	$7,070 88	$3,487 88	$10,558 76	$137,871 94	$ 2,111 93	$ 6,131 29
						2,111 93
					Total	$ 8,243 22

By unanimous consent the report was ordered printed and placed on file.

REPORT IN REFERENCE TO COST OF RETAINING WALL AT CASS AND JEFFERSON STREETS, JOLIET.

The Clerk presented the following

REPORT:

"CHICAGO, Sept. 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith a report made to me by Assistant Engineer J. S. Hull, covering the Retaining Wall recently constructed by this District between Cass and Jefferson Streets, Joliet.

Respectfully submitted,
ISHAM RANDOLPH,
Chief Engineer."

The following is the

REPORT OF THE ASSISTANT ENGINEER:

"JOLIET, Ill., Sept. 14, 1900.

Isham Randolph, Esq., Chief Engineer:

DEAR SIR—The following is the cost of construction of Section 18, Retaining Wall:

Crushed stone	$1,173 25
Cement	1,844 22
Sand	613 02
Lumber	358 67
Tools	45 72
Labor	3,211 09
Total	$7,245 97

Total yards concrete, 1,920.

Cost per cubic yard, $3.77.

Credit cement, sand, lumber and tools, $384.00.

Net cost per cubic yard, $3.57.

Excavating 1,637 cubic yards cost $959.94, or 58 cents per cubic yard.

Backfilling cost $760.56.

Yours very truly,

(Signed) J. S. HULL,
Assistant Engineer."

By unanimous consent the report of the Chief Engineer and accompanying report of the Assistant Engineer to him were ordered printed and placed on file.

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT "FOR SUPPLYING AND ERECTING BRICK BUILDINGS FOR HOUSING AND PROTECTING MACHINERY OF THE BEAR TRAP DAM" AND "FOR DREDGING CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK."

The Clerk presented the following

REPORT:

"CHICAGO, September 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the agreement dated Sept. 12, 1900, with John A. Larson "for supplying and erecting brick buildings for housing and protecting the machinery of the Bear Trap Dam at Lockport" and also the agreement dated Sept. 21, 1900, with the Lydon & Drews Company "for dredging the Chicago River and performing certain collateral work," the same having been duly executed by said parties and also by your President and Clerk, as authorized by the Board of Trustees at the meetings held Sept. 5 and Sept. 19, 1900, (pages 6728 and 6745 of the Proceedings) and I therefore recommend that said agreements be printed and placed on file.

Respectfully submitted,
(Signed) A. R. PORTER,
Clerk."

By unanimous consent the report with accompanying agreements was ordered printed and placed on file.

The following are

THE AGREEMENTS:

"SANITARY DISTRICT OF CHICAGO.

Contract and specifications for Brick Buildings for housing and protecting the machinery of the Bear Trap Dam at Lockport.

THIS AGREEMENT, Made and entered into this 12th day of September, A. D., 1900, by and between the Sanitary District of Chicago, of the first part, and John A. Larson of the City of Chicago, County of Cook, in the State of Illinois, party of the the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the

second part by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete doing of the work known and distinguished by the specifications herein contained, and the plans accompanying them, as the Brick Buildings for housing and protecting the machinery of the Bear Trap Dam at Lockport.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees of the Sanitary District or their duly authorized and accredited agents.

Wherever the word "Superintendent" is used herein, it shall be understood to mean either the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Wherever the word "Contractor" is used herein, it shall be understood to mean the person or persons, co-partnership or corporation entering into this contract as party of the second part.

The following ordinance, passed by the Board of Trustees of the Sanitary District of Chicago, June 23, 1897, is hereby made a part of this contract, and the party of the second part agrees to comply with its provisions, and in case of violation thereof, to be subject to the penalties therein authorized to be imposed:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago*:

"SECTION 1. That in the preparation of all future specifications for contracts for the construction of the Main Channel and auxiliary works, the Engineering Department shall provide that such contracts shall be executed in conformance with the law constituting eight (8) hours a legal day's work in all contracts under the Sanitary District of Chicago, and that, in the employment of labor, contractors shall be required and specifically agree to give preference to Union labor.

"SECTION 2. That all contracts hereafter executed for the works of the Sanitary District of Chicago shall contain provisions constituting eight (8) hours a legal day's work, and forbidding the employment of any employe or employes for a longer period than eight (8) hours in any twenty-four (24) hours, and that said contract shall vest specific authority in the Police Department of the Sanitary District of Chicago to exercise supervision for the enforcement of this provision, and shall provide that the Board of Trustees of the Sanitary District of Chicago shall be empowered, in all cases of violation of said eight (8) hour law, to deduct and retain from any money accruing to said contractors a sum as liquidated damages at the rate of five dollars ($5.00) per hour for each employe who shall be required to work in excess of eight (8) hours per day by any contractor on said Canal."

SPECIFICATIONS.

Plans and Drawings.

1. The plans, etc., referred to herein consist of the following drawings, viz:

Sheet No. 1, East Elevation, South Building and Machine Shop.

Sheet No. 2, West Elevation, South Building and Machine Shop.

Sheet No. 3, North and South Elevations, South Building.

Sheet No. 4, Floor Plan and Section, Machine Shop.

Sheet No. 5, Floor Plan, South Building.

Sheet No. 6, East and West Elevations, North Building.

Sheet No. 7, South Elevation, North Building and Section.

Sheet No. 8, Floor Plan and North Elevation, North Building.

Sheet No. 9, Diagram of Iron Work.

All drawn to a scale of one-fourth inch to the foot, except where otherwise stated.

These drawings and such writing, interlineation, figures and details as may be upon them, are to be considered as part of and as illustrating the specifications. The contractors are requested and expected to carefully examine the contents of these specifications, as every word will remain in full force, unless a written agreement is made to the contrary. Detail drawings, to further illustrate the work, will be furnished by the Superintendent as the work progresses.

Location.

2. The two buildings for housing and protecting the machinery of the Bear Trap Dam shall be erected on top of the present concrete foundations for said machinery. The machine shop will be erected directly south of the south building upon the present retaining walls, except where otherwise indicated on drawings.

MASONRY.

Excavating.

3. The nature of the ground is broken limestone, as taken from the bed of channel. This shall be excavated as required for the new foundations for the west wall and two columns of machine shop, and for iron supports for the stairway on west side of building. Good bearings must be obtained for all footings.

Foundations.

4. New foundations for part of west wall of machine shop, and for all iron columns, shall be built of concrete, composed of one part Utica or other equally good and approved cement, two parts clean, sharp sand, and five parts of medium limestone, broken to pass through a two-inch ring; this concrete shall be thoroughly mixed while dry, then add a sufficient amount of water, and lay same in six (6) inch layers, each layer to be thoroughly tamped with an iron rammer. Level off even with ground line, and when concrete is dry, fill in around same in a proper manner, and remove surplus dirt.

Cut Stone.

5. The water table, sills, caps and coping shall be of No. 1 Buff Bedford stone, of even color and in perfect condition; dressed smooth and beveled for sills and between buttresses as shown. Form a gutter in coping stone with even slope towards conductor pipes, and cut out for six (6) copper conductor heads as will be directed; cut also in a groove for finishing the roof. Window sills and coping shall be provided with drips. Coping shall be securely anchored to rafters, with one-fourth (¼) by one (1) inch strap iron of sufficient length as will be directed. A stone diagram with details will be furnished to the contractor before his work commences.

Facing.

6. All exterior visible brick work shall be of the Chicago Hydraulic-Press Brick Company's "No. 12 Hydraulic Common," to cost fourteen dollars ($14.00) net per thousand f. o. b. cars at Lockport, Ill. Even dark red color and perfect workmanship, laid with close and solid joints in lime mortar colored to same shade as the brick, securely tied to common brick backing. Buttresses shall be built on a batter of three-eights (⅜) inch to the foot. Use special angle or corner brick on corners that are not at right angles.

Brick Work.

7. Outside walls, except the facing, shall be of good quality, well burned common brick, wetted and laid with flush and solid joints in good lime mortar, headers every sixth (6th) course in regular bond, close and neatly struck on the inside in machine shop. Back up and tie pressed brick, stone and iron work, build in wooden blocks for carpenter to nail frame to, and laths near floor line for base.

Chimneys.

8. The chimneys shall be built as

shown, with flues well plastered all over on the inside, and on the outside between rafters extended above roof to the height shown and topped off with a stone cap. Small chimneys shall be drawn inside of coping stone. Put in thimbles and tin stoppers for flue openings.

Anchors.

9. Stone, iron and press brick work shall be securely tied and anchored to brick backing, and the whole to be securely tied and anchored across the length and width of building as will be directed.

Mortar.

10. The mortar for brick and stone work shall be made of well slaked Wisconsin lime, and clean, sharp sand, free from gravel, mixed in the usual proportions and used while fresh. Mortar for facing to be colored as above described.

Lintels, Etc.

11. Where iron lintels are not shown, the contractor shall furnish and set wood lintels over all openings of sufficient size, not less than six (6) by six (6) inches. Throw arches or lintels over recesses for pipes, and chain openings, as directed.

Pointing.

12. Outside facing shall be close struck when laid, and afterwards cleaned down and pointed up in a good workmanlike manner. Clean out all flues.

Cement Work.

13. Floor of machine shop shall have six and one-half (6½) inch concrete, as specified, for foundations, and finished with one-half (½) inch imported Portland cement top, perfectly smooth and level. Point up under water table where required with strong Portland cement mortar.

Iron Work.

14. All iron work, as per diagram, shall be furnished and set complete, as shown, with separators and wall plates for beams, and suitable base and cap for columns. Stairway treads and platforms to be corrugated or diamond cut. Risers may be partly open. Gas pipe railing shall be securely bolted down. Girders for roof of machine shop to be securely strapped over columns, with strong anchors fixed at both ends. Ornamental wrought iron railing in east front of north and south buildings to be of neat and approved design. Heavy wire guards in iron frame shall be put up in front of five (5) windows in east elevation of machine shop.

CARPENTER WORK.

Lumber.

15. Common lumber shall be three-quarter seasoned No. 1 pine, sized on side and edge. Millwork and maple floor to be kiln-dried.

Girders.

16. Set in north and south buildings an eight (8) by twelve (12) inch girder to support rafters.

Rafters.

17. The rafters shall be two (2) by twelve (12) inches for north and south buildings, and two (2) by ten (10) inches for machine shop, all set two (2) feet between centers, thoroughly anchored to outside walls, and ends spiked together over girders and iron beam. Even three-eights (⅜) inch slope per foot towards outside walls, as will be directed. Saddle on to rafters in north and south buildings, to give the necessary pitch.

Roof Boards.

18. Rafters shall be close covered with matched one (1) by six (6) inch flooring, free from knot holes and other imperfections; ends to be cut square and supported and nailed to rafters.

Studding.

19. The inside partition in north and south buildings shall be of two (2) by four (4) inch studs, set perfectly plumb and straight, not over two (2) feet centers, double on both sides of door opening, and braced with two rows of two (2) by four (4) inch braces.

Floor.

20. The office rooms in the north and south buildings shall have a double floor on two (2) by six (6) inch joists, first floor to be common dressed boards, and the finished floor of one (1) by three (3) inch white maple. Between the floors lay heavy tar paper, well lapping over. Fit in neatly around valve and put in trap door as directed.

21. The various pits as shown on floor plans of north and south buildings shall be floored over in the following manner: Large pits shall have eight (8) by twelve

(12) inch girders along the side of present iron frames, and four (4) by six (6) inch joists, set two (2) feet centers, framed into girders, and using two (2) by six (6) inch joists for small pits. These girders and joists shall be sunk into the concrete work sufficiently to allow the new floor to be flush with the present concrete face. The new floor to be of two (2) by six (6) inch dressed, with rounded top edges, laid one-quarter (¼) inch apart and securely spiked to two (2) by four (4) inch cleats in two (2) feet wide sections so as to be easily removed. In each small pit and on each side of iron frames put in a two (2) by (3) foot trap door as directed.

Walk.

22. Build a six (6) foot wide walk all around on the roof of machine shop, of two (2) by six (6) inch dressed pine with rounded edges, laid one-quarter (¼) inch apart. Bearings to be two (2) inch wide and set upon gravel roof over each rafter; facia and nosing on outer edge. The contractor must exercise special care not to injure the roof in any way.

Bridge.

23. The connecting bridge shall have iron girders and railing. Put in four (4) by six (6) inch joists two (2) feet centers and two (2) by six (6) inch dressed pine floor one-quarter (¼) inch apart on two (2) by four (4) inch cleats; in sections so as to be easily removed when necessary.

Doors.

24. Entrance and inside doors shall be one and three-quarter (1¾) inch thick, blind mortised, glass above and two P. G cross panels below. These doors to have white pine stiles and Georgia pine panels. Doors for machine shop shall be of three thicknesses seven-eighth (⅞) inch pine. Double doors on west side of north and south buildings shall be of three thicknesses seven-eighth (⅞) inch pine, made to detail and hung on best grade of barn door hanger. The transom bars, etc., above these doors shall be fastened with screws so as to be easily removed. All doors shall be fitted and hung complete in their respective places with five-eighth (⅝) inch oak thresholds.

Door Frames.

25. Inside door frames to be seven-eighths (⅞) inch thick with stops. Outside door frames of one and three quarter (1¾) inch pine, rabitted for doors. Put an eighteen (18) inch transom over office door in each building.

Windows.

26. Check-rail sash to be one and three-quarters (1¾) inch thick, of clear white pine, hung with balance weights in best hemp cord over two (2) inch pulleys, pulley stiles to be seven-eighths (⅞) inch thick. Frames to be finished off on the outside with a one and three-quarter (1¾) inch bead mould. All transoms shall be made to open, with lifts and catches complete.

Ceiling.

27. The ceiling of north and south buildings shall be of five-eighth by six (⅝x6) inch matched and center beaded stuff, finished with a quarter-round against the walls. There will be no ceiling in machine shop, and ceiling in two offices will be plastered.

Finish.

28. All visible woodwork in north and south buildings, except when otherwise specified, shall be of Georgia pine for oil finish.

Trim.

29. For north and south buildings use seven-eighths (⅞) by four (4) inch pilaster trim with moulded head and one and one-eighth (1⅛) inch base blocks. Soffit, jambs, stool and apron all complete. In machine shop put in soffit, jambs and stool flush with inside face of brick work, and finish off with a four (4) inch P. G. casing all around.

Base.

30. In north and south buildings put in seven-eighth (⅞) by six (6) inch P. G. base, fitted against the floor; in offices put in a quarter round additionally. There will be no base in machine shop.

Hood.

31. The skeleton work in hoods will be iron. Put in two (2) by four (4) inch studs for outside, framed out for windows, close covered on the outside with matched flooring. Put in two (2) by eight (8) inch joists and double floor, using one (1) by three (3) inch white pine for the top, and with heavy tar paper between the two. These floors must be neatly fitted around

the various chains, cables and cylinder, and put in a manhole with trap doors as will be directed.

Framing, Etc.

32. Frame out for and put in headers for chimneys, etc., wherever necessary, and do all needed cutting and boxing as may be required to render all parts of the machinery accessable.

Hardware.

33. All hardware for these buildings shall be of good and durable manufacture, cylinder locks for north and south buildings, brass butts for outside and steel butts for inside, old copper finish; knobs and escutcheons to correspond. Sliding doors to have proper locks, etc. Machine shop doors shall have strong, japanned butts, locks and latches. Sash locks and lifts for all windows, and transom lifts and catches for all transoms, to correspond as above. Hardware to be selected by the Superintendent.

Roofing.

34. The Ford Roofing Company's "A B C" roof, at the cost of five dollars and seventy-five cents ($5.75) per square, shall be used on both buildings and machine shop according to their specifications, and the contractor will be required to furnish to the Sanitary District a ten year guarantee from the Ford Roofing Company.

Lathing.

35. Lath both sides of two partitions, and the ceilings of the two offices with No. 1, well seasoned lath three-eighths (⅜) inch apart, broken joints every tenth lath.

Plastering.

36. The above lathed surface, and the outside brick walls in the north and south buildings shall be plastered with a heavy brown coat, made of well slaked Wisconsin lime, clean, sharp sand, and a sufficient quantity of plastering hair, well tempered and floated down perfectly plumb and straight.

Finish.

37. The above work shall have a coat of white hard finish, made of plaster of Paris, putty and white sand, floated down to a true surface.

Whitewashing.

38. The walls and ceiling of machine shop shall be whitewashed in a good workmanlike manner.

Painting.

39. Outside woodwork and the inside of machine shop shall have one good priming coat as soon as ready therefor, and afterwards the same and all iron work shall have two good coats of best white lead and linseed oil paint, tinted in colors as will be directed, in various colors.

Oiling.

40. Inside finish in north and south buildings shall be carefully cleaned and smoothed off, and then given two good coats of high grade varnish. Maple floors to have two good coats of raw linseed oil. Oak thresholds shall be filled and oiled. All nail holes must be puttied up and imperfections smoothed off before the last coat is put on. Use wax patty for oil finish work. Maple floors must be kept perfectly clean.

Glazing.

41. All windows, transoms, sash doors, etc., shall be glazed with best "A" double thick glass. In machine shop the glass may be single thick. All glass shall be securely fixed, bedded in putty and cleaned off.

Sheet Metal.

42. The hood on north and south buildings shall be covered with sixteen (16) ounce copper, with panels, corrugations and ribs to detail, to prevent buckling; securely fastened to woodwork, and with heavy tar paper underneath well lapping over. Bottom to be cut out as required for trap doors.

Conductors.

43. Put up as directed six (6) copper conductor heads, about ten (10) inches wide, and same height as coping, and run from same a three (3) by four (4) inch square corrugated conductor pipe down to below water-table, with a curve at bottom to throw the rain water free from base.

Copper.

44. Use sixteen (16) ounce cold-rolled copper throughout for the hoods and conductors. Details will be furnished for this part of the work.

Rubbish.

45. Upon the completion of these build-

ings the contractor shall remove from premises all shavings and rubbish of all kinds that have accumulated during the progress of construction, and leave the premises in a clean and wholesome condition.

Duties of Contractor.

46. *A.* The contractor shall be held strictly to execute such work and to use such materials as herein described, and in all cases where the drawings are figured the figures must be taken by him as the given dimensions, without reference to what they may measure according to the scale. He will be further held to submit as to the character of the materials used, and the work done, to the judgment of the Superintendent, and to procure from him all necessary interpretation of the designs and plans, and all necessary certificates regarding payments on the contract; also for all additions or deductions which may result from changes of designs or plans.

B. All payments made on work during its progress, on account of the contract or extra work, shall in no case be construed as an acceptance of the work executed; but the contractors shall be liable to all the conditions of the contract until the work is finished and completed.

C. The contractor, his foreman or clerk, being bound, in all cases, to remove all improper work or materials upon being directed so to do by the Superintendent at any time, and at all times, within forty-eight hours after receiving written notice to that effect from the Superintendent.

D. If the contractor, after having been directed as above, to remove the same, should refuse or neglect so to do, he shall not only suffer a deduction from the contract price of the difference in value of proper and improper work and materials, but shall also be liable for all damages, of whatever nature or kind, that may result from such cause. The above provisions to apply in the same way to all materials or work used, made or fixed without the knowledge of the Superintendent, and not approved by him, the Sanitary District, under the direction of the Superintendent, shall be at liberty, if in their judgment the case requires, to replace the same, and make good every part, at the cost and charge of contractor.

E. It is further agreed by the said party of the second part that, if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Superintendent shall be of the opinion, and shall so certify in writing to the said party of the first part, that said work or any part thereof is unnecessarily and unreasonably delayed, or that the contractor is wilfully and persistently violating any of the conditions or covenants of this contract, or is not fulfilling said contract in good faith, the said party of the first part shall have the power to notify the said contractor to discontinue all work, or any part thereof, as may be designated by the said party of the first part; and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Superintendent may deem necessary to complete the work herein described, or any part thereof. And in so doing said Superintendent may use such tools, implements and materials as may be found upon the premises. The cost of doing such work by the said Superintendent shall be charged to the said contractor, and the expense so charged shall be deducted and paid by the said party of the first part out of such moneys as may be due, or may at any time thereafter become due, to said contractor under and by virtue of this contract, or any part thereof, so far as the same shall suffice therefor; and the balance, if any, shall be paid by said contractor on demand.

Bracing, Etc.

47. Contractor will be required, in all cases, to use proper care and diligence in bracing and securing all parts of the work against wind, storm and frost, inasmuch as they may interfere with the stability and perfection of the work; also, in all cases, to judge as to the amount of diligence and care required for the same, and for the proper execution of the various constructions, and no excuse of ordinary care or

quality of work will be allowed when the nature of the work required extra care.

Alterations.

48. The Sanitary District reserves the right to alter or modify the plans and this specification in any particular, and shall be at liberty to make any deviation in the construction, detail or execution without in either case invalidating or rendering void the contract. And in case any such alteration shall increase or diminish the cost of doing the work, the amount to be allowed to the contractor or Sanitary District shall be such as may be equitable and just.

B. Should any extra work or changes of the plan be required, whereby the cost may be increased or diminished, all such changes must be determined and agreed upon in writing before the change is made and amount, whether an increase or decrease in cost, must be indorsed by the Superintendent.

Duties of Superintendent.

49. *A.* The duties of the Superintendent are to faithfully enforce all the conditions of the contract, and to furnish all necessary drawings and information that are required to properly illustrate the design given; also to make estimates for the contractors of the amounts due them on the contract, in no case estimating any materials or work which are objectionable or have not become permanent parts of the work, and when the building is completed to issue a certificate to the contractor, which certificate, if unconditional, shall be an acceptance of the contract, and shall release him from all further responsibility on account of the work. The Sanitary District being bound in all cases to recognize the acts of the Superintendent.

B. It is not incumbent upon the Superintendent to notify the contractor to attend to and to have in readiness the requisite materials, at such times as the progress of the building may require them. If the contractor does not attend to the work, and have the materials and work in readiness as it may be wanted to work into the building, he will be held accountable for all delays and damages in consequence of any such neglect. Sub-contractors will not be recognized.

C. In all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in mahner growing out of the violation of this contract, the decision of the Superintendent shall be final and binding on both parties hereto.

Damages for Injuries.

50. Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries or such damages received or sustained by any person or persons, by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that as much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Contractors' Risks.

51. It is to be understood by the contractors that the building or work is entirely at their risk, until the same is accepted, and they will be held liable for its safety to the amount of money paid them by the proprietor on account of the same. Risk of fire excepted.

Workmen.

52. The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Superintendent, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work will be employed where special skill is required, and in the employment of men preference shall be given to union laborers.

Eight Hours to Constitute a Day's Work.

53. It is especially understood and

agreed that eight (8) hours shall constitute a day's work, and no workman shall be employed or required to work more than eight (8) hours out of any twenty-four (24) hours, and no work in excess of that time shall be allowed.

Penalty for Violation of Eight Hour Day.

54. In the event of any violation of the above eight (8) hour provision it is agreed hereby that the said District shall, and that it is duly authorized to retain from any money due or to become due at any time from it to the second party, as liquidated damages, the sum of five (5) dollars per hour for each hour that any employe shall be required to work in excess of eight (8) hours per day, pursuant to the terms and conditions of the ordinance adopted June 23d, 1897, attached hereto.

Time.

55. The contractor agrees to begin the work covered by this contract within ten (10) days after said contract shall have been executed, and to prosecute the building of all the work herein provided for so as to complete the same on or before the first day of December, 1900.

Price.

56. In consideration of the said work being carried on and completed in the time and manner as hereinbefore specified, the said party of the first part agrees to pay to the party of the second part the sum of ten thousand two hundred and ninety-two dollars ($10,292.00).

Time and Manner of Payments.

57. Payments will be made to the contractor, upon the written certificate of the Superintendent, from time to time, as the work progresses, to the amount of eighty-five (85) per cent. of the contract price of the approximate amount of work done, according to the provisions of Section 35 of the Law of Illinois, referring to subcontractor liens, as in force since July 1st, 1887, and as amended and in force July 1st, A. D. 1891; also furnishing, whenever requested, to the Board of Trustees a release from any lien upon the premises. The fifteen (15) per cent. to be reserved by the Board of Trustees until the completion of the whole work.

Final Certificate.

58. On all the work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Superintendent, and on its being inspected by him and a certificate made by him setting forth the amounts of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amounts shown to be due to the said second party by the said certificate of the said Superintendent, including the fifteen (15) per cent reserved. Final ceritficate will be issued thirty (30) days after completion of building to the satisfaction of the Superintendent and Board of Trustees.

Failure to Pay Laborers.

59. If at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed or material furnished upon said work, for thirty (30) days after it shall have become due, then the party of the first part shall have power to pay for such labor or for such materials, of any sort or kind used upon or on account of the work covered by this contract; the party of the first part shall have power to pay for such labor or materials out of the moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its Superintendent the amounts due or owing from said contractor to any laborer or laborers or to any person or persons for materials in or on account of the work covered by this contract in such manner and upon such proofs as the said Superintendent may deem sufficient.

Contractor's Bond.

60. The contractor shall furnish a bond in the sum of one thousand ($1,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of said Sanitary District, conditioned on the faithful performance of all the terms and conditions of this contract; and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten (10) days notice thereof in writing, require said contractor

to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

In Witness Whereof, On the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second par has hereunto set his hand and seal.

The Sanitary District of Chicago,

(Signed) By WILLIAM BOLDENWECK,
President.

Attest:

A. R. PORTER,
Clerk.

[SEAL] JOHN A. LARSON."
[SEAL]

"SANITARY DISTRICT OF CHICAGO.

Contract and specifications for the dredging of the Chicago River and performing certain collateral work.

THIS AGREEMENT, Made and entered into this 21st day of September, A. D. 1900, by and between the Sanitary District of Chicago, of the first part, and Lydon & Drews Company, a corporation organized and existing under the laws of the State of Illinois, of the City of Chicago in the State of Illinois, of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said party of the first part, for the consideration of the payments to be made as provided herein, to the said party of the second part by the said party of the first part, and under a penalty as expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete doing of the work known and distinguished by the specifications herein contained, and the plans accompanying them, as the dredging of the Chicago River, building docks thereon and performing certain collateral work which by the terms of this contract are included in the same.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit and to the terms and conditions herein expressed; and the Chief Engineer shall decide every engineering question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees of the Sanitary District, or their duly authorized and accredited agents.

Wherever the words "Chief Engineer" or "Engineer" are used herein, they shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Wherever the word "Contractor" is used herein, it shall be understood to mean the person or persons, copartnership or corporation, entering into the contract as party of the second part.

SPECIFICATIONS FOR DREDGING THE CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK.

D—

1. The work to be done consists of such dredging as may be ordered by the Sanitary District in the Main Chicago River between its mouth and the main branches thereof; thence throughout the South Branch of the same river to the West Fork

of the South Branch; thence throughout the West Fork of the South Branch to a junction with the Main Channel of the Sanitary District of Chicago near Robey Street, and also such dredging as may be ordered in the West Fork and in the South Fork of the South Branch of the Chicago River. And further, the removal of such docks, piles, piers or other obstructions as may be directed by the Engineer, and the construction of such docks as may be ordered by the said District.

The channel shall be dredged to a depth not less than twenty (20) feet below the profile of water surface shown when Lake Michigan is at the level of Chicago datum, within the lines shown upon the plans adopted by the Sanitary District, and to such greater depth as may be ordered by the Engineer in those parts of the river where the plans of the District make a greater depth advisable or necessary.

2. *Measurement of Excavation*—The area to be dredged will be carefully sounded, or where the surface is above water, levels will be taken thereon in advance of the dredge work to ascertain the surface of the material to be excavated, and calculations of the volume of excavated material shall be based upon the data afforded by these soundings or surface levels and succeeding soundings made in rear of the dredge as the work progresses. No material excavated below the depth of twenty-six (26) feet below above described profile of water surface shall be paid for unless the same is excavated under the written order of the Engineer, and likewise no excavation outside of the general lines limiting the work shall be paid for unless the same is done under the written order of the Engineer.

3. *Disposition of Material*—The material may be removed entirely from the Chicago River and disposed of by the contractor upon areas provided by him, or it may be deposited within the area known as the Lake Front Park, which is the portion of the Lake Front Basin which has been set apart to be filled for park purposes.

The contractor will name a price covering the excavation and disposal of the material "upon areas provided by him," and as an alternative he will name a price covering the excavation and disposition of the material on the "Lake Front Park" area. The price bid under the last-named alternative to cover redredging and all cost of every kind attendant thereupon.

The Sanitary District may adopt either of these alternative methods of disposal, or change the spoil area from one of said areas to the other, as the Board of Trustees may elect during the progress of the work.

DOCKS.

E—

1. The docks shall be built on the lines indicated by the Engineer in charge, or his authorized agent, and generally of the same height as the now existing docks, but in no case shall a dock be less than five (5) feet in height above Chicago city datum, nor more than ten (10) feet.

2. The prices bid shall include the cost of materials used and of all labor and use of appliances necessary to turn over to the Sanitary District the completed work, with backfilling and leveling behind the docks, neatly and properly done, with all debris of every kind attendant upon the construction of the docks removed from the channel and the docks ready for service, in accord with the following specifications.

3. The dock shall consist of white or burr oak piles, capped, sheathed with triple-lapped sheet piling, and anchored back by wrought iron tie rods to anchor piles and back logs, and with fender wale attached to channel face of dock.

4. The piles shall be cut from green trees within one year of driving, shall taper gradually from point to butt, shall be not less than eight (8) inches in diameter inside the bark at small end, and not exceeding eighteen (18) inches inside the bark at butt end, shall be sound, reasonably straight, and free from all defects that would make them unfit for first-class dock work. All bark shall be stripped from the parts of piles that will project above water line after driving.

5. The dock or front piles shall be forty-five (45) feet long, the anchor piles thirty (30) feet long.

6. The dock piles shall be driven, spaced not exceeding four (4) feet, center to center, well aligned; the anchor piles shall be driven parallel to the front row, and not exceeding six (6) feet, center to center,

and at a distance from the front row to allow, as a rule, anchor or tie-rods forty (40) feet long to be used. Where the shorter rods must be used, the contractor will be notified in advance to provide them.

7. The front or dock row of piles will be sawed off in one horizontal level plane (if not driven to uniform height) and capped with one course of white or burr oak, at least twelve (12) by twelve (12) inches, the sticks in the caps to be not less than fourteen (14) feet in length and joined together by splice joints drift-bolted through the splices with two twelve (12) inch by three-quarter (¾) inch drift bolts at each splice, driven in holes bored one-sixteenth (1-16) inch less diameter than the bolt. The caps shall be bolted to the heads of the piles by one headed drift-bolt twenty-four (24) inches long and one and one-half (1½) inches in diameter, at each pile-head crossing. Nailed or spiked to the cap timber in rear and immediately above the upper stringer shall be placed a four (4) by twelve (12) inch white oak filler, overlapping the splices in the cap, making the cap practically twelve (12) by sixteen (16) inches white oak. There will be four ten (10) by three-eights (⅜) inches boat spikes, two on each side of splices in cap timber, driven through the filler and into the cap timber, and at intervals of not exceeding four (4) feet, and at each end of the filler planks there shall be driven two of such spikes.

8. *Back Logs* shall be placed behind the anchor piles, with top surfaces not more than two (2) feet above Chicago City datum, in trenches dug by the contractor therefor.

The back logs shall be ten (10) by twelve (12) inches Norway pine or twelve (12) by twelve (12) inches hemlock, laid flat against the anchor piles, which shall be flatted at crossings to give better bearings. The sticks shall not be less than sixteen (16) feet in length each.

9. *Stringers or Trimmers*, to support the dock sheeting, shall be three (3) in number. One stringer four (4) by twelve (12) inches, white or burr oak, shall be placed just below the cap filler, and spiked to the piles with two ten (10) inch steel wire nails or boat spikes at each pile, and at end of plank. One six (6) by twelve (12) inch pine shall be placed two (2) feet below Chicago City datum, and one eight (8) by twelve (12) inch pine shall be placed twelve (12) feet below Chicago City datum as mud sill.

10. *Triple Lap Sheeting*—Each pile consisting of three (3) inch plank of uniform width and thickness and thirty-two (32) feet in length, spiked together at top and bottom by three ten (10) by three-eighths (⅜) inch wrought spikes driven through and clinched, and at three intermediate points by two such spikes at each place, driven alternately from one side and the other of the sheet piles, and so put together as to form tongues and grooves three inches in depth, shall be driven in close contact with each other and with the stringers or trimmers. To draw the Wakefield sheething into line against the fillers and stringers at top the ordinary ship carpenter's clamp shall be used, and to retain them in place as may be found necessary screw bolts one and one-eighth (1⅛) inches in diameter with wrought washers four (4) inches square one-quarter (¼) inch thick under head and nut shall be placed, passing through sheeting, stringer and pile, screwed tight and screw end of bolt be upset or riveted against the nut.

The outside of channel plank of the sheeting shall be of white oak, the two inner planks may be of pine, either white, Norway or long-leaved yellow pine.

The plank in each pile shall be not less than ten (10) inches in width each, and must be so dressed as to be of sufficiently uniform width and thickness to make a tight and close sheeting, but no plank dressed to less thickness than two and seven-eighths (2⅞) inches will be accepted as three-inch plank. Sheeting cracked or split in framing or in driving will not be accepted.

MATERIAL.

11. *Tie Rods*—In general forty (40) feet in length of wrought iron one and three-eighths (1⅜) inches in diameter will be placed not exceeding four (4) feet apart, passing through each front pile and through the back log. The rods will pass through front piles at or below Chicago city datum. The rods shall have button heads not less

than twice the diameter of the rods, and shall have their screw ends upset to one and five-eighths (1⅝) inches diameter and furnished with standard nuts.

Under both heads and nuts shall be placed wrought iron or steel washers six (6) inches square and three-fourths (¾) inch thick; seats shall be properly prepared to give firm bearings to the washers against piles and back log.

12. A white or burr oak wale twelve (12) by twelve (12) inches shall be placed along the front of the dock at a height not exceeding two (2) feet above Chicago city datum. It shall be made continuous by splice joints with the planes of the splices vertical. This wale will be secured to the piles by rough pointed one and one-eighth (1⅛) inch round drift-bolts twenty-two (22) inches long, with swaged or enlarged heads, driven in holes bored one-sixteenth (1-16) inch less in diameter than the bolts, one (1) bolt at each and every pile crossing.

Two (2) three-quarter (¾) inch drift bolts twelve (12) inches long will be driven through each splice in the wale.

13. The contractor will clear away all material necessary to enable him to construct the anchorages, and after having constructed the dock as described will fill up all trenches dug for anchorages, and fill behind the dock and level up the ground in fair shape, and remove all debris and deposits in the channel resulting from the constructions, without separate estimate or payments for such cleaning up and finishing.

14. In case local conditions demand occasional modifications in lengths of the rods, or in other details of the work as specified above, such modifications will be directed by the engineer in charge, and the contractor must execute the modified work at the same price per unit as named in his contract, as long as the character of the work and materials used remain substantially the same.

Should it become necessary, during the continuance of the contract, in order to make proper connection with old work or to reconstruct pile protections at bridges, etc., etc., such work will be done by contractor at the unit prices for similar materials in place as named in his contract.

15. *Timber*—All timber and plank used shall be of the best quality, sound and merchantable, and free from all defects that would make it unfit for first-class dock work.

16. *Iron*—All wrought iron shall be of best double refined American bar iron, tensile strength not less than forty-eight thousand (48,000) lbs. per square inch, capable of bending to a right angle cold, around rod of its own diameter without flaw.

17. *Drift-Bolts*—Shall be rough pointed and with heads swaged or enlarged at least to one-fourth (¼) inch larger than rod from which they are cut. If tie-rods be of soft steel the material shall be from fifty-two thousand (52,000) to sixty thousand (60,000) tensile strength, and capable of bending flat upon itself cold. Steel rods shall be rolled of full length required and the heads and screw ends made by upsetting the rod.

18. *Piles*—The dock piles in front row shall be of white or burr oak, as hereinabove specified. The anchor piles may be of white oak or any approved variety of hard wood, but all piles shall be cut from the green timber felled within one year.

19. All the work shall be done in a good and workmanlike manner. All tie-rods shall be screwed up to close bearings, blocks being inserted behing back log if necessary for this purpose. Fair bearings shall be provided everywhere needed. Sheet-piling and splices shall be true and well made. Work improperly done or damaged in placing shall be pulled out and replaced, and incompetent workmen removed from the work, if demanded by the engineer in charge.

F—

1. *Extra Work*—All claims for extra work done by the contractor, or for damages from any cause whatever, must be reported to the Chief Engineer at the time such work is done or such damages occur, and they must also be presented to him in writing at the end of the month; provided, that nothing shall be paid for as extra work that can be classified under any of

the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable and the contractor shall abide by such prices; provided he enters upon such work with full knowledge of the prices so fixed by the Chief Engineer; but if the contractor declines executing said work at the prices fixed by the Chief Engineer, then the Sanitary District may enter into contract with any person or persons for its execution the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor before prices have been fixed for such work, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept such prices in full satisfaction of all demands against the Sanitary District for said extra work; provided that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, that the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction of the same, the actual cost of the work, with ten (10) per cent. added: provided further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract. It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the violations of this contract, the decision of the Engineer shall be final and binding on both parties hereto.

2. *Responsibility of Contractor*—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades to measure the work from time to time.

The contractor shall conform to all of the ordinances of the City of Chicago and the regulations imposed by the United States Government in any manner affecting this work, and the execution of this contract by him will release the Sanitary District of Chicago from all responsibility to him for loss or damage occasioned by delays or inconveniences occasioned by bridges, vessels or other causes not foreseen.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to sublet all or any part of it; it being distinctly understood and agreed that the subletting of the work covered by this contract, or any part thereof, shall after ten (10) days' notice, work a forfeiture of the contract, at the option of the Sanitary District.

The contractor will not be allowed to assign by power of attorney, or otherwise any portion of the moneys that may become due through the workings of this contract. In case the contractor fails to comply with the provisions of this contract, as to progress and character of work, he shall be duly notified in writing, and ten (10) days after the giving of said notice the party of the first part may declare this contract forfeited if there is substantial failure to comply with the privisions.

3. *Changes in Plan*—In addition to the reservations hereinbefore made, the Sanitary District reserves the right to make alterations in the line, grade and minor details of plan, form, dimensions or material of the work herein provided for, either before or after the beginning of construction; provided that, if alterations are made, the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages or for anticipated profits on the work that may be dispensed

with; if they increase the amount of work, such increase shall be paid for according to the quantity of the work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing. And it is expressly agreed that no alterations or additions or extra work are to be paid for unless directed in writing.

4. *Tools*—The contractor is to furnish all the tools and appliances of every kind and description necessary to the full and complete carrying out of this contract.

5. *Order of Work*—The contractor shall adopt such procedure in the excavation and construction of the work as shall be directed by the Chief Engineer to enable a proper measurement thereof. The contractor shall also proceed with the work in time, place and manner to be directed by the Engineer.

6. *Precautions*—In those parts of the river where, in the opinion of the Engineer, the dredging operations may endanger the stability of docks, buildings and other structures, the contractor shall take whatever precautions may be necessary to render such portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies which are liable to delay the completion of the work; provided, that wherever the Engineer shall decide that special works must be constructed to insure the safety of the work or the stability of docks, buildings or other structures, such special construction may, at the discretion of the Engineer, be ordered under the extra work clause hereof.

7. *Workmen*—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

8. *Patents*—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in anywise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District; and in event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money, in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

9. *Damages*—If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Chief Engineer shall have the right to estimate the amount of said damages, and to cause the Sanitary District to pay the same to the said owners or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries, or such damages received or sustained by any person or persons, by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

10. *Sanitary District Law*—The said contractor hereby agrees to carry on all the

work provided for in this contract, in strict conformity to the requirements of the law under which the Sanitary District of Chicago is organized, entitled "An Act to create sanitary districts and to remove obstructions from the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889, which provides in Section 11, among other things, that "No person shall be employed on said work unless he be a citizen of the United States, or has in good faith declared his intentions to become such a citizen. In all cases where an alien after filing his declaration of intention to become a citizen of the United States shall, for the space of three (3) months after he could lawfully do so, fail to take out his final papers and complete his citizenship, such failure shall be *prima facie* evidence that his declaration of intentions was not made in good faith. And that eight (8) hours shall constitute a days' work."

11. *Period Covered by Contract*—This contract shall cover all of the work of the several classes or kinds therein specified for which the Sanitary District shall make provision between the date thereof and December 31, 1901, lying in or contiguous to the South Branch of the Chicago River south of Lake Street, and at the said date of December 31, 1901, this contract shall expire by limitation, save as hereinafter provided, namely: If the Sanitary District shall have made provision within the period named for any specific piece of work coming within the provisions hereof, and the contractor shall have entered upon the execution of such specific piece of work upon the order of the said District, then the said contractor shall be allowed a reasonable time in which to finish the said specific peice of work after the date herein fixed for the termination of this contract, and until the expiration of the said reasonable time, which shall be determined by the Chief Engineer under the powers conferred on him by the contract, all of the terms, conditions and stipulations of this contract shall be and continue in force so far as they affect that specific piece of work.

12. *Time*—The contrctor agrees to begin any work ordered by the Engineer within fifteen (15) days of the date of such order. weather permitting.

13. *Prices*—In consideration of the said work being carried on and completed in time and manner as herein specified, the said party of the first part agrees to pay to the said party of the second part the following amounts for each kind of work respectively, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material, tools, labor, etc., to-wit:

The price bid for docking shall be for each lineal foot of dock completed in accordance with the foregoing specifications.

(*a*) Price per cubic yard of material excavated and deposited upon areas provided by the contractor, twenty-four and one-half hundredths dollars (24½c).

(*b*) Price per cubic yard of material excavated and deposited in the Lake Front Park area, thirty two and one-half hundredths dollars (32½c).

(*c*) Price per lineal foot of dock removed, one and seventy-five hundredths dollars ($1.75).

(*d*) Price per pile for pulling and removing detached piles separate from dock to be removed, one and fifty hundredths dollars ($1.50).

(*e*) Price per lineal foot of completed dock as specified, twenty-one and eighty-five hundredths dollars ($21.85).

Unit prices to be used in payment for detached work not coming under the head of lineal feet of dock.

(*f*) Will furnish white oak piles 45 feet long, properly driven, sawed off and secured in the work, at fifteen and fifty hundredth dollars ($15.50).

(*g*) Will furnish hardwood piles 30 feet long, properly drived and secured in the work, at seven dollars ($7.00) each for the piles.

(*h*) Will furnish triple lap sheet piling properly framed, driven and secured in the work, at eleven and seventy-five hundredths dollars ($11.75) per lineal foot of dock measured horizontally.

(*i*) Will furnish white oak timber (caps and wales) framed and secured in the

work, at forty-eight dollars ($48.00) per M. feet B. M.

(*j*) Will furnish oak stringers, or trimmers, 4x12 inch, secured in the work. at forty-three and fifty hundredths dollars ($43.50) per M. feet B. M.

(*k*) Will furnish pine timber (back logs) 10x12 inch, secured in the work, at thirty-seven dollars ($37.00) per M. feet B. M.

(*l*) Will furnish pine stringers, or trimmers, secured in the work, at thirty-five dollars ($35.00) per M. feet B. M.

(*m*) Will furnish hemlock timber (back logs) 12x12 inch secured in the work, at twenty-nine and fifty hundredths dollars ($29.50) per M. feet B. M.

(*n*) Will furnish anchor rods, with nuts and washers, secured in the work, at six and three-eights cents (6⅜c) per pound.

(*o*) Will furnish screw bolts (contingent) including nuts and washers, secured in the work, at five and one-quarter cents (5¼c) per pound.

(*p*) Will furnish wrought iron drift-bolts secured in the work, at three and three-quarter cents (3¾c) per pound.

(*q*) Will furnish spike and nails, exclusive of sheet piling, secured in the work, at four and one-quarter cents (4¼c) per pound.

The prices named shall include cost of all work and materials of whatever kind that shall be needed to complete the work in all details ready for the purpose for which it is intended. The prices proposed must include all royalties for patents or patented materials and appliances used in the construction of the work described in the specifications and agreements, and before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

For all excavation and other work done monthly estimates will be made and returned by the Chief Engineer, and payment made on or before the tenth (10th) day of each month for the work done during the preceding month to the amount of eighty-seven and one-half (87½) per cent. of the value thereof.

14. *Failure to Complete*—It is further agreed by the said party of the second part, that if the work to be done under thi contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause excepting the acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Chief Engineer shall be of the opinion and shall so certify in writing to the said party of the first part that the said work, or any part thereof, is unnecessarily or unreasonably delayed, or that the contractor is wilfully and persistently violating any of the conditions or covenants of the contract, or is not executing said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Chief Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing, the said Chief Engineer may use such tools, implements and materials as may be found upon the line of work. The cost of doing such work shall be charged to the said contractor, and any moneys that may then be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract or any part thereof, shall be applied by first party to the payment of such cost so far as the same shall suffice therefor, and the remainder of the cost of so completing said work, if any, shall be paid by said contractor to first party on demand.

15. *Payment of Laborers*—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States, and if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed, and in manner aforesaid, or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon or on account of the work

covered by this contract, the party of the first part shall have power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind, out of any moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case, the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its Engineer the amounts due or owing from said contractor to any laborer or laborers, or to any person or persons, for materials, tools, explosives, machinery apparatus, fuel, provisions or supplies of any sort or kind, or consumed upon, in or on account of the work covered by this contract, in such manner and upon such proof as he, said Engineer, may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said persons furnishing, as aforesaid, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by the said first party to such laborer or laborers or to such persons furnishing, as aforesaid.

16. *Final Payment*—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and satisfactory test and successful operation, and delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

17. *Health Regulations*—Said party of the second part agrees to make provisions for an ample supply of suitable drinking water for employes, and to take such means as shall effectually prevent the creation of a nuisance on any part of the right of way of said Sanitary District or adjacent thereto.

18. *Contractor's Bond*—The contractor shall furnish a bond in the sum of twenty-five thousand ($25,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of the Sanitary District, conditioned for the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may on giving ten (10) days' notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

In Witnese Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President, and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second party has hereunto sets its hand and seal.

The Sanitary District of Chicago.

(Signed) By William. Boldenweck,
President.

Attest:
A. R. Porter,
Clerk.

The Lydon & Drews Company.

[Seal] Wm. A. Lydon,
President.

Harry C. Lydon,
Secretary.

[SEAL.]

REPORT IN REFERENCE TO APPROVAL OF BOND ON CONTRACT "FOR DREDGING CHICAGO RIVER AND PERFORMING CERTAIN COLLATERAL WORK."

Mr. Carter, Chairman of the Committee on Finance, presented the following

REPORT:

"CHICAGO, September 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Finance, to which was referred for approval and acceptance the bond of Lydon & Drews Company on their contract for dredging the Chicago River and collateral work at the meeting of the Board of Trustees held Sept. 19, 1900, reports that the Committee has examined and approved said bond with the National Surety Co. as surety thereon, and recommends that the same be filed with the Clerk of the District, together with the contract accompanying the same.

Respectfully submitted,

(Signed.) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Finance."

By unanimous consent the report was ordered received, printed and placed on file.

REPORT IN REFERENCE TO PAYMENT IN ACCORDANCE WITH COURT DECREE FOR CERTAIN DOCK PROPERTY BELONGING TO C., R. I. & P. RY. CO., SOUTH OF TAYLOR STREET.

Mr. Carter, Chairman of the Joint Committee on Finance and Engineering, presented the following

REPORT:

"CHICAGO, September 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN— Your Joint Committee on Finance and Engineering herewith respectfully reports that the sum of $3,331.12 has been awarded and a decree entered in accordance therewith, in the case of The Sanitary District of Chicago vs. The Chicago, Rock Island & Pacific Railway Co., et al., in the Circuit Court of Cook County; said sum of $3,331.12 being for the taking for corporate use of the District of certain property, more fully described in the decree of said Court, a certified copy of which is hereto attached.

Your Joint Committee, therefore, recommend that the Clerk of the District be and he is hereby authorized and directed to pay, on the voucher of the Attorney, to the Chicago, Rock Island & Pacific Railway Co., in full payment and in full satisfaction of the aforesaid judgment and decree, for the taking of the premises hereinabove described, the sum of $3,331.12, together with the costs assessed in said case.

Your Joint Committee further recommends that the Chief Engineer of the District be directed to notify the contractors, Lydon & Drews Company, to commence excavation at once at the point above mentioned, and, upon the completion of said work, to construct the said new dock.

Respectfully submitted,

(Signed) ZINA R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
J. C. BRADEN,
THOMAS KELLY,
WM. BOLDENWECK,
Joint Committee on Finance and Engineering."

(Accompanied by certified copy of court decree.)

Mr. Carter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter — six. Nays —none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO WELL AT CONTROLLING WORKS.

Mr. Smyth, Chairman of the Committee on Engineering, presented the following

REPORT:

"CHICAGO, Sept. 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on En-

gineering reports that the Chief Engineer has informed the Committee that he has caused a well to be sunk one hundred and seventy feet deep at the Controlling Works near Lockport. That he has also caused the water of said well to be analyzed by a chemist, with the result that said water is pronounced insipid and otherwise unfit for drinking purposes. The Chief Engineer requests authority to bore an additional one hundred feet.

The Committee recommends that such authority be granted and that the Chief Engineer be directed to carry out the plans heretofore suggested by him for the ends proposed.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
ZINA R. CARTER,
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
J. C. BRADEN,
WM. BOLDENWECK,
Committee on Engineering."

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM ATTORNEY FOR GEORGE ALEXANDER AND SUMNER WHITMORE AS TO CLAIMS FOR DAMAGES.

The Clerk presented a communication from W. W. Stevens, Attorney for George Alexander and Sumner Whitmore, in reference to claims for alleged damages to property, which, by unanimous consent, was referred to the Joint Committee on Finance and Engineering.

RESOLUTION FOR REDUCTION OF POLICE FORCE.

Mr. Eckhart presented and moved the adoption of the following

RESOLUTION:

"WHEREAS, All of the sections of the Main Channel of the Sanitary District of Chicago were practically completed prior to the opening of the Channel on January 2, 1900; and,

WHEREAS, There now remain but two or three points along the line of the Channel where men can be advantageously used by the District; therefore, be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that the Committee on Health and Public Order be and the same is hereby instructed to reduce the police force to nineteen (19) men, including the Marshal.

The said Committee is further directed and instructed to meet prior to the first day of October, 1900, to carry out and execute the directions of this Board."

Mr. Braden, seconded by Mr. Smyth, moved as a substitute that the resolution be referred to the Committee on Health and Public Order.

On roll-call on the motion of Mr. Braden the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Smyth and Wenter—seven. Nays—Mr. Eckhart—one.

Upon this result the President declared the motion carried.

Before voting Mr. Carter made the following explanation, which he desired to have recorded in the Proceedings: "I want to say just a word in explanation of my vote. I am looking for results in this matter—that is all. The Chairman of the Committee on Health and Public Order has assured us that he will call that Committee promptly to consider this resolution, and therefore I vote aye."

ORDER FOR REJECTION OF BIDS "FOR SUPPLYING AND ERECTING FRAME BUILDING AT CONTROLLING WORKS FOR OFFICES AND SHELTER OF VISITORS" AND RETURN OF BID CHECKS.

Mr. Eckhart presented, and, seconded by Mr. Wenter, moved the adoption of the following

ORDER:

"*Ordered*, That the bids for supplying and erecting a frame building at Lockport, Illinois, which were tabulated in the Proceedings of the Board of Trustees at the meeting of August 29, 1900 (page 6722 of the Proceedings), be and the same are hereby rejected; and that the checks of each bidder upon said work be

returned to him by the Clerk of the District."

On roll-call on the motion for the adoption of the order the vote stood: Yeas — Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five. Nays —Messrs. Braden and Smyth — two. Excused and not voting—Mr. Jones—one.

Upon this result the President declared the motion carried.

OPENING OF BID FOR BONDS OF ELEVENTH ISSUE.

The President then announced that in conformity with the advertisement inviting bids for the purchase of two and one-half million dollars of four per cent currency bonds of the District (being the eleventh issue) the Board would now proceed to the opening and consideration of the bid received in response to said advertisement.

The Clerk then presented and opened the bid received, as shown hereafter.

Mr. Wenter, seconded by Mr. Eckhart, moved that the bid just received be referred to the Committee on Finance with power to act.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—None.

Upon this result the President declared the motion carried.

The following is

A SUMMARY OF THE BID FOR BONDS OF ELEVENTH ISSUE ($2,500,000).

Opened September 26, 1900.

NAME AND ADDRESS OF BIDDER.		Amount Bid For.	Amount of Premium.	Aggregate Amount of Bid.	Rate.	Amount Deposited with Bid.
N. W. Harris & Co., Chicago..... Farson, Leach & Co., Chicago ..... Illinois Trust & Savings Bank, Chicago. First National Bank, Chicago..... The Merchants' Loan & Trust Company, Chicago.....	Jointly.	$2,500,000	$2,500	$2,502,500	100.1	$75,000

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Wenter, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 1, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Monday, October 1, 1900, at 2:30 o'clock P. M., pursuant to call.

On roll call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight members, were present.

President Boldenweck then called the Board to order.

CALL FOR MEETING.

The Clerk then read the call for the meeting, which is as follows:

"CHICAGO, Sept. 29, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the request of Trustees Carter, Braden and Wenter, and in accordance with Rule IV. of the Rules and Regulations of the Board of Trustees of the Sanitary District of Chicago, I hereby call a special meeting of said Board of Trustees, to be held in the rooms of the Board, 11th floor Security Building, Chicago, Illinois, on Monday October 1st, 1900, at 2:30 o'clock P. M., for the purpose of considering and passing upon the report of the Committee on Finance with reference to the bid received by said Board for the purchase of $2,500,000.00 four per cent. one-twenty currency bonds, known as the eleventh issue of bonds, and for such other business as may properly come before the meeting.

Respectfully submitted,

A. R. Porter,

Clerk."

REPORT IN REFERENCE TO BIDS FOR BONDS OF ELEVENTH ISSUE.

Mr. Carter, Chairman of the Committee on Finance, presented the following

REPORT:

"CHICAGO, October 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance has had under consideration the bid for the bonds of the Sanitary District in the sum of $2,500,000.00, authorized by ordinance of September 12, 1900, and after careful consideration of the same your Committee is of the opinion that said bid is unsatisfactory and, therefore, recommends to your Honorable Body that said bid be rejected; and that the Clerk of the District be authorized to surrender the check for $75,000.00 accompanying said bid to the bidders.

Your Committee further recommends that the President and Clerk of the District be authorized and directed to readvertise for proposals for the purchase of said issue of bonds so issued in accordance with said ordinance; said bids to be received not later than one o'clock, P. M., Wednesday, October 3, 1900; and when so received to be opened at the regular meeting of the Board of Trustees to be held on said Wednesday, October 3, 1900, at 2 o'clock P. M.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
JOS. C. BRADEN,
ALEX. J. JONES,
THOMAS A. SMYTH,
WM. BOLDENWECK,
Committee on Finance."

(One enclosure.)

Mr. Carter, seconded by Mr. Eckhart moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ORDINANCE DEFINING THE PURPOSE OF THE ISSUE OF BONDS AUTHORIZED SEPTEMBER 12, 1900.

Mr. Carter, Chairman of the Committee on Finance, presented the following

ORDINANCE:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago:*

SECTION 1. That the purpose of the issue of the bonds of the District authorized by ordinance passed September 12, 1900, in the amount of two million five hundred thousand (2,500,000) dollars, be and the same is hereby declared to be to provide funds for the construction of the Sanitary Drainage Channel now in the course of construction by this District, and the proceeds of said bonds shall be used for no other purpose."

Mr. Eckhart, seconded by Mr. Wenter moved that the ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Eckhart, seconded by Mr. Kelly, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 3, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The four hundred and ninety-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, October 3, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held September 19, 1900, were approved as printed, on motion of Mr. Jones, seconded by Mr. Carter.

The minutes of September 26, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Lake Front Park filling)	$1,013 76	
Lydon & Drews Company (People's Gas Light and Coke Company docks)	9,765 00	
		$10,778 76

LAW DEPARTMENT.

John S. Runnels (services General Counsel, September, 1900)		416 67

GENERAL ACCOUNT.

Samuel L. Hanks (ice)	$ 15 00	
John F. Higgins (printing index)	120 95	

Security Deposit Company (rent offices, Oct., 1900)	$ 518 33	
John R. Neely (streams examination)	50 00	
Arthur R. Reynolds (streams examination)	299 67	
John F. Binder (Steamer "Joliet")	104 00	
		$ 1,107 95

MAINTENANCE ACCOUNT.

E. S. McDonald (steam fitting)	$ 267 61	
Total		$12,570 99

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher in favor of E. S. McDonald for $267.61, on which he voted nay*), Carter (*except as to voucher in favor of Lydon & Drews Company for $1,013.76, on which he voted nay*), Eckhart (*except as to vouchers in favor of Lydon & Drews Company for $1,013.76 and John F. Binder for $104.00, on which he voted nay*), Jones (*except as to voucher in favor of E. S. McDonald, for $267.61, on which he voted nay*), Kelly, Mallette, Smyth (*except as to voucher in favor of E. S. McDonald, for $267.61 on which he voted nay*) and Wenter—nine (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented the following

REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the month ending September 30, 1900, as the same has been reported to me:

Engineering Department	51
Clerical Department	5
Law Department	8
Treasury Department	1
Police Department	25
General	3
Maintenance	35
Total employes	128

Respectfully submitted,

(Signed) A. R. PORTER,
Clerk."

By unanimous consent the report was ordered printed and placed on file.

REPORT IN REFERENCE TO PAYMENT OF FORMER EMPLOYES AT BRIDGEPORT PUMPING WORKS.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance, to whom was referred, at the meeting of the Board of Trustees held September 12, 1900, a petition from the former employes at the Bridgeport Pumping Works, asking payment to them for time alleged to have been spent on behalf of the District, from July 24th to July 31st, 1900, reports as follows:

That the Committee has examined the petition submitted and the claims based thereon by the employes to the payment of wages for the time above specified, and finds that the District ought, as a matter of right and in the interests of justice, to satisfy said claims at an early date.

Your Committee, therefore, recommends that the Chief Engineer of the District be and he is hereby authorized and directed to pay, on the Force Account of the District, the claims for wages due, as he has found the same to be justified; provided, however, that he shall take a receipt in full upon the payment of the same to each claimant, discharging the District from all claims and demands of whatsoever kind or nature.

Respectfully yours,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
J. P. MALLETTE,
THOMAS A. SMYTH,
WM. BOLDENWECK,
Committee on Finance."

(Three enclosures.)

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Mallette, Smyth and Wenter—five. Nays—Messrs. Braden, Eckhart, Jones and Kelly—four.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO EXAMINATION OF BOOKS OF TREASURY DEPARTMENT.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Finance advises your Honorable Body that the Treasurer of the District has requested to have the books of the Treasury Department examined by an expert accountant, and a report of said examination be made to the Committee.

Your Committee, therefore, recommends that it be given the power to employ an accountant to go over the books of the Treasurer, beginning with the time that said books have last been examined, and report the findings to the Committee.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
J. P. MALLETTE,
FRANK WENTER,
THOMAS KELLY,
JOS. C. BRADEN,
A. J. JONES,
THOMAS A. SMYTH,
Committee on Finance."

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMMUNICATION FROM CLERK OF THE VILLAGE OF SPRING FOREST.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering reports a communication from John W. Rust, Village Clerk of the Village of Spring Forest, on the subject of the construction of a sidewalk from the old Illinois and Michigan Canal to the Desplaines River. The Committee advises that in order to furnish a means of easy access to the bridge aforesaid, it is necessary that this work be performed immediately.

Your Committee, therefore, recommends that the Chief Engineer of the District be authorized and directed to construct such sidewalk in such manner as the same may be outlined in the ordinance passed by said Board of Trustees of said Village of Spring Forest.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
FRANK WENTER,
J. P. MALLETTE,
JOS. C. BRADEN,
THOMAS KELLY,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure.)

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO RESOLUTION FOR REDUCTION OF POLICE FORCE.

In reference to the resolution for the reduction of the police force, presented and referred to the Committee on Health and Public Order at the meeting held September 26, 1900 (page 6776 of the

Proceedings), Mr. Kelly, Chairman, presented the following

MAJORITY REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Health and Public Order, to which was referred the resolution heretofore offered in the Board of Trustees at the meeting held September 26, 1900, reducing the police force of the District from its present status to nineteen (19) men, including the Marshal, reports that the Committee has considered the subject matter of said resolution, and recommends that the same be adopted as herewith transmitted; the same, however, to take effect November 1, 1900.

Respectfully submitted,

(Signed) THOMAS KELLY,
Chairman.
B. A. ECKHART,
FRANK WENTER,
Z. R. CARTER,
J. P. MALLETTE,
Commmittee on Health and Public Order.

(One enclosure.)

The following is

THE RESOLUTION:

"WHEREAS, All of the sections of the Main Channel of the Sanitary District of Chicago were practically completed prior to the opening of the Channel on January 2, 1900; and,

WHEREAS, There now remain but two or three points along the line of the Channel where any men can be advantageously used by the District; therefore, be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that the Committee on Health and Public Order be and the same is hereby instructed to reduce the police force to nineteen (19) men, including the Marshal.

The said Committee is further directed and instructed to meet, prior to the first day of October, 1900, to carry out and execute the directions of this Board."

Mr. Kelly, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

In reference to the same matter, Mr. Smyth presented the following

MINORITY REPORT:

"CHICAGO, October 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—We, the minority of your Committtee on Health and Public Order, beg leave to report that we consider it unwise to reduce the police force at the present time; and we, therefore, recommend that the boilers and machinery now located at Joliet and now guarded by the police be removed to the cement house, where the same can be guarded by the watchmen now in charge; and that the police at Joliet, and as many as can be spared, be placed along the Chicago River to watch and detect any violation of the city ordinances as regards dumping, etc., in the same, and to prosecute every violation.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
JOS. C. BRADEN,
THOMAS A. SMYTH,
ALEX. J. JONES."

Mr. Smyth, seconded by Mr. Braden, moved as a substitute that the minority report be adopted.

On roll-call, on Mr. Smyth's motion for the adoption of the minority report, the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones and Smyth—four. Nays—Messrs. Carter, Eckhart, Kelly, Mallette and Wenter—five.

Upon this result the President declared the motion lost.

On roll-call on the original motion of Mr. Kelly for the adoption of the majority report the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—Messrs. Jones and Smyth—two.

Upon this result the President declared the motion carried.

STORING OF MACHINERY AND TRANSFER OF POLICE AT JOLIET.

Mr. Kelly, seconded by Mr. Eckhart, moved that the Chief Engineer be instructed to store the machinery at the City of Joliet, now guarded by our po-

lice force, in the cement warehouse, and that the police, at the discretion of the Marshal, be transferred to some other place where they will do some good.

The motion prevailed unanimously and it was so ordered.

ANALYSIS OF WATER.

Mr. Braden, seconded by Mr. Smyth, moved that all analysis of water be discontinued.

Mr. Wenter, seconded by Mr. Eckhart, moved as a substitute that the matter be laid over for one week, until we can have full information from Dr. Reynolds.

On roll-call on the substitute motion of Mr. Wenter the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette and Wenter—six. Nays—Messrs. Boldenweck, Braden and Smyth —three.

Upon this result the President declared the motion carried.

RESOLUTION IN REFERENCE TO AGREEMENT WITH THE CANAL COMMISSIONERS.

Mr. Wenter presented the following

RESOLUTION:

"WHEREAS, Prior to the time of the granting of the official permit allowing the water of the Chicago Sanitary and Ship Canal to flow down the Desplaines and Illinois Rivers, an agreement was entered into by the Sanitary District of Chicago as one party and the Canal Commissioners as the other party, wherein it was agreed that the Sanitary District will maintain, commencing from a period of four months after the opening of the Main Channel, the Summit water level intact for *navigation only;* and

WHEREAS, Said agreement, so far as the mover of this resolution is concerned, was entered into under duress, and was consummated solely to avoid further litigation, and that the Sanitary District might be permitted to open its Channel and give the people of this city the long sought for sanitary relief; and

WHEREAS, Said, the Canal Commissioners, are only entitled, under said agreement, if said agreement is valid at all, sufficient water for navigation between Chicago and Lockport, or what is known as the Summit level; and

WHEREAS, Under the agreement above mentioned, the Sanitary District is permitted to dredge the Illinois and Michigan Canal between Bridgeport and Willow Springs, if it so elects, in order to decrease the cost of pumping for the maintenance of the Summit level; said expense of dredging to be borne by the Sanitary District; and

WHEREAS, The Sanitary District authorized its President to submit a plan to the Canal Commissioners for the maintenance of the Summit level, in the shape of the construction of a lock by the Sanitary District at or near what is known as Jack's Lock; said lock to be maintained at the expense of the Sanitary District; and

WHEREAS, This plan for the construction of a lock was submitted to the Canal Commissioners over seven weeks ago, but up to this date nothing definite has been heard of from the Canal Commissioners on this subject; and

WHEREAS, The dredging of the Illinois and Michigan Canal, if the Sanitary District should so elect to do, will cost not less than $85,000, as estimated, if not $125,000 eventually, while the lock will cost $18,000, together with an annual expense of $560 for maintaining same; and

WHEREAS, The Canal Commissioners may be able to enforce the stipulations contained in the agreement of December 21, 1899, but should not try arbitrarily to force this District to make a very large and unwarranted expenditure, when the same results can be attained by a small outlay of money on the part of the Sanitary District; therefore, be it

Resolved, That the Committee on Engineering take up this question immediately to make a settlement in this matter, and report back to the Board from week to week, for the reason that whatever is done in the way of building a lock must take place during the interim from November 15, 1900, to April 15, 1901, when navigation is stopped."

By unanimous consent the resolution was referred to the Committee on Engineering.

RETURN OF CERTAIN CHECKS DEPOSITED WITH BIDS "FOR SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO."

Mr. Mallette moved that the Board reject all the bids received August 29, 1900, on "the sub and superstructure of the bridge for Canal Street across the Chi-

cago River in the City of Chicago," and that the Board readvertise for bids on said work.

Mr. Braden, seconded by Mr. Kelly, moved as a subutitute that all checks received with said bids except that of the lowest bidder be returned.

On roll-call, on the substitute motion of Mr. Braden, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—Mr. Mallette—one.

Upon this result the President declared the substitute motion carried.

ORDINANCE FOR LEASE OF WATER POWER TO BE DEVELOPED AT OR NEAR THE CONTROLLING WORKS TO THE CITY OF CHICAGO.

Mr. Smyth presented the following

ORDINANCE OF THE SANITARY DISTRICT:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago*:

SECTION 1. That the President and Clerk of the District be and they are hereby authorized and directed to execute, on behalf of the Sanitary District of Chicago, a contract with the City of Chicago in the form hereto attached and made a part of this ordinance."

(Accompanied by certified copy of city ordinance, passed October 1, 1900, embracing form of agreement.)

Mr. Smyth, seconded by Mr. Eckhart, moved that the said Sanitary District ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

THE ORDINANCE OF THE CITY OF CHICAGO EMBODYING AGREEMENT, AND CERTIFICATE OF CITY CLERK;

"*Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute, on behalf of the City of Chicago, a contract with the Sanitary District of Chicago substantially in the form hereto attached and made a part of this ordinance; and upon the execution of said contract by both the parties thereto, the proper officers of the City of Chicago are hereby authorized and directed to do all things necessary to carry the terms thereof into effect.

SECTION 2. This ordinance shall be in force from and after the date of its passage.

THIS AGREEMENT, Made and entered into this ..... day of....., A. D. 1900, by and between the Sanitary District of Chicago, party of the first part, and the City of Chicago, party of the second part, witnesseth, that,

WHEREAS, The Sanitary District of Chicago has, at the termination of its Main Drainage Channel at its controlling works, incidentally created a great water power, which it is anthorized by Section 7 of an Act of the General Assembly of the State of Illinois, entitled "An Act to create sanitary districts and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, and in force July 1, 1889, to dispose of in such manner as may be determined upon by the Board of Trustees of the Sanitary District of Chicago; and,

WHEREAS, The City of Chicago is in a position to utilize and to derive benefit from the utilization of said water power in the maintenance of the water supply of said city and for other municipal purposes; now, therefore,

In consideration of the premises and of the covenants and undertakings hereinafter set forth between the parties hereto:

1. The Sanitary District of Chicago agrees to lease, and by these presents does hereby lease, to the City of Chicago the maximum water power capable of development at, near, or in the vicinity of said controlling works at the present termination of said Main Drainage Channel and north of Lockport, in the County of Will and State of Illinois.

2. The power development shall be at a point to be designated by the Chief Engineer of the Sanitary District of Chicago, in the Desplaines Valley, between the said con trol

ling works and the Elgin, Joliet and Eastern Railroad.

3. The rental or payment for said water power shall be at the yearly rate of four dollars ($4.00) per each horse power provided and delivered during the first year of the existence of this contract; thereafter, the yearly rental to be paid for each horse power shall be fixed by appraisement of the fair market value of such horse power. Such appraisement shall be made in the following manner: On or before the second Tuesday in September in each year, the Sanitary District of Chicago and the City of Chicago, acting through the Commissioner of Public Works of the City of Chicago, shall each name a disinterested person, skilled in the question at issue, and these persons shall thereupon agree upon the fair market rental of such horse power, which rate shall be the contract price or rental in force for a period of one (1) year then next ensuing. In case of the failure of such persons so appointed to agree, they shall choose a third, who shall act with them as one of the appraisers. The rental fixed by the majority of such three appraisers shall be the rental for the year then next ensuing. Said appraisers shall thereupon certify to the Comptroller of the City of Chicago and to the Clerk of said Sanitary District of Chicago the amount of rental fixed by such appraisement; provided, however, that in the appraisement of the market value of said water power the yearly rate or rental of four dollars ($4.00) per horse power herein fixed for the first year of this contract shall not be regarded as determining the present value of said horse power, or as any criterion whatsoever in fixing the price or rental of said horse power for future periods. The rent so fixed shall be paid in four (4) quarterly payments, at the end of each quarter, on the last days of December, March, June and September in each year. The number of horse power for which such rental shall be paid shall be determined by taking the average indicated horse power as delivered from the water wheel shafts to the transmitting devices during the quarter for which such rental is to be paid.

4. This contract shall be in force for the period of seventy-five (75) years, beginning July 1, 1901, and terminating July 1, 1976; provided, however, that either party hereto may pass an ordinance declaring this contract terminated and his contract shall be terminated one (1) year subsequent to the giving of notice of the passage of such ordinance by the proper officer of the party passing such ordinance to the proper officer of the other party. In case of the termination of this contract by the Sanitary District of Chicago, the City of Chicago shall be entitled to be paid by the Sanitary District of Chicago the fair cash value of all permanent improvements made by it upon the lands or right of way of said Sanitary District of Chicago; the value of such improvements to be ascertained by the institution by either party of proper proceedings for that purpose before any court of competent jurisdiction in the County of Cook and State of Illinois. In case the City of Chicago fails to make the payments herein stipulated for a period of six (6) months, or in case of the termination of this contract by election as aforesaid on the part of the City of Chicago, then and in either case all permanent improvements made by the City of Chicago upon the lands or right of way of said Sanitary District of Chicago, shall become the property of said Sanitary District of Chicago, and no legal proceedings by said Sanitary District of Chicago shall be regarded as necessary to the enforcement of the forfeiture herein and hereby provided.

5. The water power thus leased shall be used by the City of Chicago for municipal purposes only, and shall not be leased to private customers or corporations or to other municipalities without the consent of the corporate authorities of the Sanitary District of Chicago being first had and obtained.

6. It is further agreed that the City of Chicago, party of the second part, shall construct at its own expense all permanent improvements necessary to develop the full water power available from the water which passes through said Main Drainage Channel during the continuance of this lease, and which the said Sanitary District of Chicago shall have the right to control and dispose of; it being stipulated and agreed that said City of Chicago shall have the right to occupy and use, without extra charge or expense, so much of the lands now owned by the Sanitary District of Chicago adjacent to its Main Drainage Channel as may be reasonably necessary for the economical construction of such permanent improvements constructed by the City of Chicago for the development of said water power, and so much of said land.

as may be necessary to hold and use the water impounded by such permanent improvements and for the housing, location and maintenance of the machinery and the appurtenances and appliances used in the development of said water power; but such permanent improvements or other property shall not become the property of said Sanitary District except in the manner specified in Section 4 of this agreement.

The City of Chicago shall have full control and authority over such land of the Sanitary District of Chicago occupied and used by it in accordance with the terms of this section, and the use and control of such land by the City of Chicago shall continue, and such land shall be inalienable by said Sanitary District of Chicago during the period of the continuance of this lease.

The Sanitary District of Chicago shall, for its corporate purposes, have the right of easement at all times on and across such lands of the Sanitary District of Chicago occupied hereunder by the City of Chicago; provided, that the exercise of such right of easement be not destructive or unnecessarily injurious to the interests of the City of Chicago hereunder.

7. The water wheels and other machinery and appliances used in the development of said water power shall be of the best and most efficient type. All questions relating to such wheels and machinery shall be adjusted between the Chief Engineer of the Sanitary District of Chicago and the City Electrician of the City of Chicago. In the event that these two officials fail to agree upon any matter relating to the selection and construction of such wheels and machinery, each of said officials shall name a disinterested person, skilled in the matter at issue, and the two thus named shall choose a third person also so skilled. The three persons so selected shall form a Board of Arbitration, and shall thereupon consider the question at issue, and as speedily as possible render a decision therein. The decision of a majority of said arbitrators shall be binding upon both parties to this contract.

8. It is further agreed that the construction of said permanent improvements mentioned in this agreement shall be under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and said permanent improvements shall be so constructed as to secure the maximum development of the water power at the place of construction at all times and with due regard to the future development of the full power capable of utilization and development as the flow of water in the Main Drainage Channel may from time to time be increased in accordance with the requirements of law.

The development of said water power shall be directed by said Chief Engineer of the Sanitary District of Chicago, and shall be developed in such manner as not to interfere with the projected deep waterway connecting the Great Lakes with the Mississippi River or to impair the sanitary objects of said canal.

9. It is further agreed that the Sanitary District of Chicago shall reserve, and the Sanitary District of Chicago does herein and hereby reserve, the right, upon ninety (90) days' written notice, to appropriate and use so much of said water power as may be necessary to operate the several pumping stations and to operate the various railroad and highway bridges crossing the Main Drainage Channel, its collateral channels or the Chicago River, wherever the construction and maintenance of swinging or bascule bridges has been imposed upon the Sanitary District of Chicago; provided, however, that said Sanitary District of Chicago shall pay to the City of Chicago for such horse power as it may take under the terms of this section, a rental of the same amount per horse power per annum as may, at the time of such taking and use, be fixed to be paid by the City of Chicago, together with such additional sum as shall fully compensate said City of Chicago for any loss it may sustain in connection therewith and for the due proportion of the expense and permanent cost of the power so taken, the expense and permanent cost of such development to be determined by the ratio that the amount of power appropriated bears to the total amount developed.

10. The Sanitary District of Chicago shall have the right at all times, without payment to the City of Chicago, to draw off and use for power purposes at the site of its controlling works at Lockport twelve thousand (12,000) cubic feet of water per minute.

11. It is further agreed between the parties hereto that as an additional compensation to said Sanitary District of Chicago for

said water power leased to said City of Chicago all permanent improvements constructed in pursuance of this agreement by said City of Chicago shall become the property of and belong to said Sanitary District of Chicago, upon the termination of this lease by lapse of time or non-payment of rent, or non-performance of this contract.

12. It is further agreed that the City of Chicago shall pay all taxes legally levied upon any of the property of said Sanitary District of Chicago in actual occupation and use by the City of Chicago under and by virtue of the terms of this agreement.

13. It is further agreed that the City of Chicago shall have the right to erect such poles and to string such wires and to construct such conduits and other conveyors as may be necessary to transmit such water power from the point of development to the point of use or distribution; and for this purpose it shall have the right, under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, to occupy and use so much of the land now owned or hereafter to be owned by said Sanitary District of Chicago adjacent to its Main Drainage Channel as may be necessary for such purpose.

The Sanitary District of Chicago shall at any time have the right to remove any poles and wires thus erected, or conduits or other conveyors thus constructed, from one portion of said land to another, whenever necessary for the purposoe of said Sanitary District of Chicago, the expense of such removal to be borne by said Sanitary District of Chicago, with no unnecessary inconvenience or harm to the rights of the City of Chicago.

14. It is further agreed that the City of Chicago shall, within ninety (90) days from the date hereof, begin the construction of the improvements necessary hereunder for the development and utilization of said water power, and shall continue the same at such rate of progress as will insure the completion of the development of said water power not later than December 31, 1901. A failure to observe and enforce this provision diligently and in good faith shall be deemed good and sufficient grounds for the termination of this contract.

The City of Chicago shall in any event pay to said Sanitary District of Chicago the rental hereinabove provided, from and after the first day of January, A. D. 1902, whether the City of Chicago by that date shall have developed and have begun to utilize said water power or not; provided, however, that such time as the City of Chicago may be restrained by any order of court from issuing any bonds to pay for such construction and development under this contract, shall be added to said period of ninety (90) days, and in the same way shall be added to the period expiring December 31, 1901; and the rental to be paid shall not begin until such period after the first day of January, A. D. 1902, as shall be equal in time to the period during which said City of Chicago may have been so enjoined.

15. It is further agreed that in case it should be finally determined by adjudication by the Supreme Court of the State of Illinois, in any case at law or in equity, that the City of Chicago has no right to issue such bonds as are mentioned in Section 14 of this contract for the raising of funds for the construction of said improvements or for other purposes herein contemplated, then, unless the City of Chicago shall be ready to make, and shall proceed to make, such improvements from other available funds, this contract shall become null and void, and the Sanitary District of Chicago shall be free to dispose of said water power to any other bidders or consumers in such manner as it may see fit.

16. Each of the parties hereto reserves the right to itself, at any time within six (6) months from and after the execution of this contract, or until thirty (30) days after such final adjudication by the Supreme Court of the State of Illinois, to annul and abrogate this contract on giving formal written notice thereof to the other party hereto.

In Witness Whereof, The said Sanitary District of Chicago, pursuant to the terms of an ordinance passed by the Board of Trustees of the Sanitary District of Chicago on the ..... day of ....., A. D. 1900, and the City of Chicago, pursuant to the terms of an ordinance passed by the City Council of the City of Chicago on the ..... day of.....A. D. 1900, have caused this agreement to be duly executed by their

proper officers, respectively, the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO,

By.....
President.

Attest:

.....
Clerk.

THE CITY OF CHICAGO,

By CARTER H. HARRISON,
Mayor.

Attest:
WM. LOEFFLER,
City Clerk."

[SEAL]

COMMUNICATION FROM LUFKIN STOCK YARDS AND FEEDING COMPANY.

The Clerk presented a communication from the Lufkin Stock Yards and Feeding Company, dated Oct. 2, 1900, requesting the privilege of constructing a certain temporary railway track, which, by unanimous consent, was referred to the Committee on Engineering.

COMMUNICATION FROM ATTORNEYS FOR OMAHA PACKING COMPANY IN REFERENCE TO CLAIM FOR ALLEGED DAMAGES.

The Clerk presented a communication from Messrs. Peckham, Brown & Packard, attorneys for the Omaha Packing Company, dated September 28, 1900, in reference to claim for damages due said firm alleged to have been caused by the Sanitary District, which by unanimous consent was referred to the Committee on Judiciary.

ADDITIONAL WATER WHEEL AT CONTROLLING WORKS FOR ELECTRIC LIGHT AND POWER.

In reference to the construction of a water wheel at the Controlling Works authorized at a meeting held July 18, 1900 (page 6690 of the Proceedings) Chief Engineer Randolph presented the following verbal report:

"You will remember that the recommendation which I made for the installation of power at the Controlling Works was for but one wheel. It is the sense of many of the Trustees that we put in two wheels and I want to know whether I shall put in two wheels instead of one. It will cost about forty per cent to put in the other wheel."

Mr. Smyth, seconded by Mr. Carter, moved that the Chief Engineer be authorized to construct the additional wheel referred to.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

OPENING OF BID FOR BONDS OF ELEVENTH ISSUE.

The President then announced that in conformity with the second advertisement inviting bids for the purchase of two and a half million dollars of four per cent. bonds of the District (being the 11th issue) the Board would now proceed to the opening and consideration of the bid received in response to said advertisement.

The Clerk then presented and opened the bid received, being from the New York Security and Trust Co., as shown hereafter.

Mr. Carter, seconded by Mr. Wenter, moved that the bonds advertised be awarded to The New York Security and Trust Company upon the bid just received, it having made the best and highest bid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

The following is

A SUMMARY OF THE BID FOR BONDS OF ELEVENTH ISSUE ($2,500,000).

Opened October 3, 1900.

NAME AND ADDRESS OF BIDDER.	Amount Bid For.	Amount of Premium.	Aggregate Amount of Bid.	Rate.	Amount Deposited with Bid.
The New York Security & Trust Company.	$2,500,000	$27,850	$2,527,850	101.114	$76,000

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 10, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundredth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, October 10, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven members—were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the special meeting held October 1 and of the regular meeting held October 3, 1900, were approved as printed on motion of Mr. Wenter, seconded by Mr. Mallette.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 599, Engineering Department (quarterly supplies).....$343 35
No. 838, Law Department (sundries)..... 18 50

Mr. Mallette, seconded by Mr. Smyth, moved that Requisitions Nos. 599 and 838, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, October 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the re-

port of the Law Department for the month of August, 1900.

The following are the expenses and disbursements:

SALARIES.

Attorneys	$2,733 35	
Office force	870 00	
		$ 3,603 35

GENERAL EXPENSES.

Legal service (salaries)	$ 833 33	
Right of way (salaries)	275 00	
		$ 1,108 33
Total		$ 4,711 68

The following suits were begun during the month:

John E. Burke vs. Heldmaier & Neu et al., 9370, in the Appellate Court of the First District. This was an appeal from an order dissolving the temporary injunction. Upon motion of complainant the Appellate Court continued the injunction in force. The matter has been settled between the parties and the case dismissed as to the District.

Peter Beach vs. The Sanitary District of Chicago. This is a suit for $200.00 before J. H. Nichols, a justice of the peace for Will County. A plea of abatement was filed on behalf of the Sanitary District.

The Sanitary District of Chicago vs. Belle F. Boehme and Hugo Boehme, No. 180,097, in the Circuit Court of Will County. The defendant in this case conveyed and warranted to the District certain premises in Lockport the title to which was afterwards found to be in the name of Chester A. Allen. This suit is to recover damages for the breach of the warranty.

The following proceeding were had in the cases mentioned:

The deposition of Charles L. Harrison was taken in Denver, Col., on behalf of the defendant in the case of Smith & Eastman vs. The Sanitary District, and in the case of McArthur Brothers vs. The Sanitary District of Chicago.

In the case of McArthur Brothers vs. The Sanitary District of Chicago, in the Superior Court of Cook County, leave was granted defendant to plead to the common counts and demur to the special counts.

In the matter of the application of the Sanitary District of Chicago for a reduction of taxes in Will County, this case was argued before the Board of Review, and a substantial reduction secured. In the case of James Davidson vs. the Sanitary District, in the District Court of the United States, exceptions were filed on behalf of the defendant to the amended libel.

The case of Alexander Walker vs. The Sanitary District of Chicago, No. 18,055, in the Circuit Court of Will County, has been settled and dismissed.

The case of Michael F. Ruddy vs. The Sanitary District of Chicago, et al., No. 18,056, in the Circuit Court of Will County, has been settled and dismissed.

In addition to the above, the regular routine work of the office and the general care of the matters in its charge, have occupied the time of the Department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

By unanimous consent the report was ordered printed and placed on file.

REPORT IN REFERENCE TO PAYMENT FOR LOSS OF TOOLS.

Mr. Smyth presented the following

REPORT:

"CHICAGO, October 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering having considered the claim of one Austin J. Scahill for loss of certain tools lost by said Scahill while in the employ of the District on the Bridgeport works, reports that the Committee having fully ascertained the facts in the matter, are satisfied that the claim for compensation for said property is reasonable, and recommends as follows:

That the President and Clerk of the District be authorized and directed to pay said Scahill the sum of $25.00, upon his executing a proper receipt and release therefor.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
JOS. C. BRADEN,
FRANK WENTER,
WM. BOLDENWECK.
Committee on Engineering."

(Two enclosures.)

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Mallette, Smyth and Wenter—six. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO CLAIM FOR EXTRAS ON CONTRACT FOR SUBSTRUCTURE FOR THE LEMONT HIGHWAY BRIDGE ACROSS MAIN CHANNEL.

Mr. Smyth presented the following

REPORT:

"CHICAGO, October 10, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith reports a communication from the Chief Engineer, transmitting sundry communications and statements concerning the claim of James A. Sackley, successor of Sackley & Peterson, contractors, under the contract for the construction of the Lemont Highway Bridge and approaches. This claim, the Chief Engineer reports, was fully considered with the Assistant Engineer in charge of the work and with the engineer of the railroad company also interested in the construction of the work. The statement submitted by James A. Sackley aggregates a claim of $3,377.17. The Chief Engineer of the District considers this exorbitant, and awards him a settlement of $1,046.00 in the report submitted herewith.

Your Committee recommends that the President and Clerk of the District be authorized and directed to execute a warrant in favor of James A. Sackley in the sum of $1,046.00.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN.
Z. R. CARTER,
FRANK WENTER,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Engineering."

(Six enclosures.)

Mr. Smyth, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

AUTHORITY FOR CONSTRUCTION OF ADDITIONAL STORY TO BRICK BUILDINGS FOR HOUSING AND PROTECTING THE MACHINERY OF THE BEAR TRAP DAM AT LOCKPORT.

Mr. Jones, seconded by Mr. Carter, moved that the Chief Engineer be authorized and directed to make arrangements with reference to the construction of an additional story to the brick buildings for housing and protecting the machinery of the Bear Trap Dam at Lockport.

On roll-call the vote stood. Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ANALYSIS OF WATER.

With reference to the consideration of the analysis of the water, which was laid over at the meeting held October 3, 1900 (page 6785 of the Proceedings), Mr. Wenter presented the following verbal report:

"I simply desire to report what I reported in the committee last Monday, that I saw Dr. Reynolds and he told me as Chairman that the collection of waters will be stopped immediately. That was last Saturday, the 6th, and from that time on there will be no other expense except to make up the statistical report of the analyses, and that will be about $300.00, and he will have a full report by November 1st."

By unanimous consent the report was ordered printed and placed on file.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Wenter, the Board adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 17, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, October 17, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held October 10, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company.	$6,475 00	
Heldmaier & Neu	2,625 00	
Heldmaier & Neu	261 68	
Heldmaier & Neu	122 66	
A. & P. Roberts Company	8,384 30	
Green's Dredging Company	2,512 34	
Heggie Bros	493 20	
Chicago Junction Ry. Co.	60 00	
Canal Commissioners	2,160 00	
Henry A. Kettering	18 95	
		$23,113 13

ENGINEERING DEPARTMENT.

Pearson Bros	$ 4 84	
A. R. Porter, Clerk	105 00	
Keuffel & Esser Company	11 73	
		121 57

LAW DEPARTMENT.

The Chicago Towel Supply Company	$ 4 50	
A. Comstock	10 00	
Edward R. Nadelhoffer	25 00	
Chas. C. Gilbert	512 99	
		552 49

GENERAL ACCOUNT.

Henry J. D. Wodrich	$ 187 50	
W. F. Hall Printing Company	526 00	
Western Union Telegraph Company	100 19	
Western Electric Company	935 48	
		1,749 17

MAINTENANCE ACCOUNT.

Crew Levick Company	5 50
Grand total	$25,541 86

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

APPOINTMENT OF SPECIAL COMMITTEE AS TO LOCATION OF PUMPING PLANT AT LAWRENCE AVENUE.

The Clerk presented the following

MESSAGE:

"CHICAGO, October 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with my message transmitted to your Honorable Body on August 29, 1900, (page 6697 of the Proceedings) in reference to the location of the pumping plant at Lawrence Avenue, I will appoint on said Committee Messrs. Wenter, Carter and Braden, and will request the said Committee to confer with the Commissioner of Public Works at as early a date as possible.

Respectfully submitted,

WM. BOLDENWECK,
President."

By unanimous consent the message was ordered printed and placed on file.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, October 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of September, 1900:

The total expenditure of the District for the month was $382,338.56, of which amount the sum of $179,185.80 was paid in Regular Warrants and the sum of $203,152.76 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $195,185.71 was for 1899 Tax Warrants redeemed and $7,967.05 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month was $1,083.67, of which amount the sum of $1,068.33 was for salaries and the sum of $15.34 for general office expenses.

The total amount expended for account of, and charged to, the General Account during the month was $9,487.50, divided as follows:

Rent for September, 1900	$ 518 33
Printing	374 50
Streams examination	1,407 66
Salaries	2,993 33
Advertising	79 93
General expenses	4,113 75
Total	$9,487 50

Of the total Tax Levy Warrants heretofore issued, the following amounts were still outstanding October 1, 1900:

Against the Tax Levy of 1896	$ 10,963 39
Against the Tax Levy of 1899	532,735 24
Against the Tax Levy of 1900	379,209 17
Total	$ 922,907 80

The following is a tabulated statement of total expenditures for the month of September, 1900.

ACCOUNT.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 9,156 09	.....	$ 9,156 09
Construction	146,260 24	.....	146,260 24
Clerical Department	1,083 67	.....	1,083 67
Law Department	2,384 14	.....	2,384 14
Land	3,331 12	.....	3,331 12
Treasury Department	166 67	.....	166 67
General	9,487 50	.....	9,487 50
Police Department	2,457 03	.....	2,457 03
Maintenance	4,358 79	.....	4,358 79
Toledo Bridge Company	500 55	.....	500 55
1899 Tax Warrants redeemed	.....	$195,185 71	195,185 71
Interest on Tax Warrants redeemed	.....	7,967 05	7,967 05
Totals	$179,185 80	$203,152 76	$ 382,338 56

Respectfully submitted,

(Signed) A. R. PORTER, *Clerk.*"

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of September, 1900, which by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"*Receipts.*

Balance on hand at date of last report		$ 416,080 04
From A. R. Porter, Clerk, Land Account	$ 100 00	
From A. R. Porter, Clerk, Construction Account	150 00	
From A. R. Porter, Clerk, Police Department	50 00	
From County Treasurer, Sanitary District Tax Account	300,000 00	
From Chicago National Bank, Interest Account	253 79	
Total cash received for month		$ 300,553 79
		$ 716,633 83

Disbursements.

Engineering Department	$ 2,809 75	
Construction Department	215,286 54	
Law Department	1,080 13	
Land Account	11,372 00	
General Account	5,806 93	
Special Commission, Chicago Drainage Canal	598 60	
Police Department	154 50	
Maintenance Account	6,910 90	
Tax Warrants Paid, Levy 1899	195,185 71	
Interest Paid on Tax Warrants, Levy 1899	7,967 05	
Total cash disbursed		$ 447,172 11
Balance this date, in banks (as per schedule endorsed hereon)		269,461 72
		$ 716,633 83

Schedule.

Chicago National Bank	$ 243,522 94
National Bank of Illinois	25,938 78
Total	$ 269,461 72

CHICAGO, October 8, 1900. (Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

REPORT IN REFERENCE TO CLAIM OF MARSH & BINGHAM COMPANY FOR LIEN AGAINST TOLEDO BRIDGE COMPANY.

Mr. Mallette, Chairman, presented the following

REPORT:

"CHICAGO, October 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Ju diciary reports an opinion from the Attorney upon the subject of the claim of Marsh & Bingham Company against The Toledo Bridge Company for $628 64. This claim has been filed as a lien on moneys and warrants due or to become due the said Toledo Bridge Company upon its contract for the construction of the substructure and superstructure of the Belt Railway Four-track Bridge.

In accordance with the opinion of the Attorney as to the propriety of acknowledging the claim as aforesaid as a lien upon the funds of said company, the Committee recommends that said claim be received and stand against said Toledo Bridge Company; and that such amount if any remains after satisfying the rights of the District under the contract of said company accrued or which may accrue under said contract, be retained on account of said notice until said claim is settled or adjudicated or until the further order of the Board of Trustees.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
J. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
B. A. ECKHART,
ALEX. J. JONES,
Committee on Judiciary."

(Three enclosures.)

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO CLAIM OF JOHN SEELY FOR WITNESS FEE.

Mr. Mallette, Chairman, presented the following

REPORT:

"CHICAGO, October 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary reports the claim of one John Seely, of Joliet, Ill., for services rendered to the District in the so-called omnibus case as a witness on property value. The claim as originally presented is for $140.00. This is considered exorbitant, and $80.00 was offered by the officers of the District in full settlement of the claim. After much delay this offer has finally been accepted; and

Your committee recommends that the President and Clerk of the District be authorized and directed to pay said John Seely the sum of $80.00, provided said Seely gives a receipt in full for all claims and demands against the District.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
JOS. C. BRADEN,
THOMAS KELLY,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
Committee on Judiciary."

(Four enclosures.)

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays.—Mr. Jones—one.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMMUNICATION FROM LUFKIN STOCK YARDS AND FEEDING COMPANY.

In reference to the communication from the Lufkin Stock Yards and Feeding Company, dated October 2, 1900, in regard to a certain temporary railroad track, presented and referred to the Committee on Engineering at the meeting held October 3, 1900 (page 6790 of

the Proceedings), Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, October 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports a communication from the Lufkin Stock Yards and Feeding Company upon the subject of constructing a railroad track fifteen hundred feet in length, connecting with the Belt Line and running west along the right of way of the Sanitary District. It is represented that said track is necessary in the conduct of the business of said company as above mentioned, and permission is requested by said company to build the track for the purposes aforesaid.

The Committee advises the Board of Trustees that it has examined the matter and believes that the track should be constructed by the officers of the District and rent the same to lessees, if deemed advisable, at a price to be hereafter determined.

The Committee, therefore, recommends that for the proper utilization of the dockage of the Sanitary District, the Chief Engineer of the District be authorized and directed to cause a railroad track to be laid, using any material now on hand, upon the north line of the right of way of the District to a point 1,500 feet from the right of way of the Belt Railway Line; provided that said Chief Engineer be directed first to obtain the right of way from said Belt Railway to make proper connection with the tracks upon said company's right of way.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
B. A. ECKHART,
Z. R. CARTER,
JOS. C. BRADEN,
THOMAS KELLY,
FRANK WENTER,
ALEX. J. JONES.
Committee on Engineering."

(Two enclosures.)

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM LUFKIN STOCK YARDS AND FEEDING COMPANY.

The Clerk presented a communication from the Lufkin Stock Yards and Feeding Company, dated October 12, 1900, in reference to the price to be paid for the transfer of cars over the proposed railway switch track, which by unanimous consent was referred to the Committee on Engineering.

COMMUNICATION FROM FREDERICK BUSHING.

The Clerk presented a communication from Frederick Bushing dated October 12, 1900, in reference to the proposed purchase of clay from the District, which by unanimous consent was referred to the Committee on Engineering.

COMMUNICATION FROM CHICAGO TELEPHONE COMPANY IN REFERENCE TO TELEPHONE SERVICE.

The Clerk presented a communication from the Chicago Telephone Company dated October 16, 1900, making certain propositions in reference to furnishing certain telephone service between Lockport or Joliet and Chicago, which by unanimous consent was referred to the Committee on Engineering.

ADJOURNMENT.

On motion of Mr. Eckhart, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 22, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Monday, October 22, 1900, at 11 o'clock A. M., pursuant to call.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present, Mr. Braden arriving subsequently.

President Boldenweck then called the Board to order.

CALL FOR MEETING.

The Clerk then read the call for the meeting, which is as follows:

"CHICAGO, Oct. 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the request of President Boldenweck, and in accordance with Rule IV of the Rules and Regulations of the Board of Trustees of the Sanitary District of Chicago, I hereby call a special meeting of said Board of Trustees, to be held in the rooms of the Board, eleventh floor Security Building, Chicago, Illinois, on Monday, October 22d, 1900, at 11:00 o'clock A. M., for the purpose of considering and passing upon a report of the Committee on Finance, and for such other business as may properly come before the meeting.

Respectfully submitted,

A. R. Porter,

Clerk."

ORDINANCE CANCELLING PART OF ELEVENTH ISSUE OF BONDS AND REPEALING PART OF FORMER ORDINANCE.

Mr. Carter presented the following

ORDINANCE:

"*Be it ordained by the Board of Trustees of the Sanitary District of Chicago:*

SECTION 1. That one hundred and

twenty-five (125) of the bonds authorized to be issued by the ordinance passed September 12, 1900, numbered from sixteen thousand and ninety-one (16,091) to sixteen thousand thousand two hundred and fifteen (16,215), and falling due October 1, 1901, be and the same are hereby ordered cancelled and destroyed without being issued, and that the tax of two hundred and twenty-five thousand (225,000) dollars levied and assessed upon the taxable property of the Sanitary District of Chicago for the year 1900, by Section 3 of said ordinance, be and the same is hereby cancelled and annulled; and that the amount of the tax levied and assessed upon the taxable property of the Sanitary District of Chicago for each of the years from 1901 to 1919, inclusive, by Section 3 of said ordinance, be, and the same is, hereby increased in the sum of five thousand dollars ($5,000.00).

SECTION 2. That said ordinance of September 12, 1900, be, and the same is, hereby in all other respects ratified and confirmed.

SECTION 3. That an ordinance of this Board passed October 1, 1900, appropriating the proceeds of the bonds authorized under said ordinance, passed September 12, 1900, to certain specified purposes, be, and the same is, hereby rerealed.

SECTION 4. That the proceeds of the bonds issued under said ordinance of September 12, 1900, shall be held in the Treasury of the District until expended and paid out for the corporate purposes of the District, under the direction of this Board."

Mr. Carter, seconded by Mr. Wenter, moved that the above ordinance be passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

ORDINANCE IN REFERENCE TO SALE OF ELEVENTH ISSUE OF BONDS.

Mr. Carter presented the following

ORDINANCE:

"WHEREAS, The Board of Trustees of the Sanitary District of Chicago at the meeting of October 3, A. D. 1900, awarded to The New York Security and Trust Company upon its bid the right to purchase from this District its eleventh issue of bonds, amounting to the sum of two million five hundred thousand (2,500,000) dollars; and

WHEREAS, Since the acceptance of the bid of the said The New York Security and Trust Company, it has imposed additional and further conditions upon this District of such nature and character as that, in the judgment of the Board of Trustees, it would not be advisable to conclude said sale of bonds to the said The New York Security and Trust Company; and,

WHEREAS, The Committee on Finance has this day received for transmission to the Board of Trustees of the Sanitary District of Chicago a satisfactory bid for said eleventh issue of bonds from The Illinois Trust and Savings Bank; therefore

Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That the action of the Board of Trustees of the Sanitary District of Chicago of October 3d, 1900, in awarding to The New York Security and Trust Company the bonds of the Sanitary District of two million five hundred thousand dollars at four per cent interest (the same being the eleventh issue of bonds of said Sanitary District of Chicago), be and the same is hereby repealed and rescinded.

SECTION 2. That the sum of seventy-six thousand dollars, received by the Sanitary District from said The New York Security and Trust Company by certified checks accompanying the bid for said bonds, be and the same is hereby refunded to The New York Security and Trust Company, and that the President and Clerk be directed to draw their warrant for the repayment of said sum.

SECTION 3. That the eleventh issue of bonds of the Sanitary District, to the extent of two million three hundred seventy-five thousand dollars, be and the same is hereby awarded to The Illinois Trust and Savings Bank on their bid this day received by the Committee on Finance, at par, accrued interest, and a premium of two thousand five hundred dollars.

SECTION 4. That this ordinance shall take effect and be in force from and after its passage."

Mr. Carter, seconded by Mr. Eckhart, moved that the above ordinance be passed.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 24, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, October 24, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (C. T. T. R. R. Co. Bridge)	$ 1,568 05
Heldmaier & Neu (Section 17, Oct. 1, 1900.)	2,395 31
Heldmaier & Neu (Section 17, boom)	834 00
The Kelly-Atkinson Construction Company (Van Buren Street Bridge)	500 00
Geo. P. Nichols & Bro. (Taylor Street Bridge)	100 00
Meacham & Wright (Pan-Handle Bridge)	345 00
Chicago Junction Railway Company (Pan-Handle Bridge)	30 94
The Belt Railway Company of Chicago (Section K Bridge)	217 28
John A. Larson (brick building, Lockport)	4,374 10
Thomas Moulding Company (cement)	1,373 20

Thos. F. Ryan (Bear Trap Dam)	$ 22 85	
Barrett Hardware Company (hardware)	767 85	
Wilcox Bros. (lumber)	597 85	
Heggie Bros. (Section 18, gates)	499 50	
Fred Boehme (sand)	280 00	
Economy Light and Power Company (sand)	90 00	
Chicago Telephone Company (Cass Street Bridge)	31 63	
Isham Randolph (life saving device)	405 07	
Isham Randolph (life saving device)	342 35	
H. Channon Company (life saving device)	64 10	
Isham Randolph (sundries)	1,060 69	
		$ 15,799 77

ENGINEERING DEPARTMENT.

John F. Higgins (printing)	$ 3 00	
P. F. Pettibone & Co. (printing)	6 00	
Frederick Post Company (blue prints)	38 72	
Eugene Dietzgen Company (blue prints)	15 92	
John A. Roebling Sons Company (copper cord)	5 85	
Hans Isak (gauge reading)	10 00	
Wygant & Ayres (rent, Corwith)	12 50	
H. W. Buchman (rent, No. 16 Van Buren Street)	30 00	
The Belt Railway Company of Chicago (repairs)	8 88	
Thomas Bagley (row boat)	46 00	
Burke & James (photo supplies)	22 10	
W. H. Salisbury & Co. (rubber goods)	1 83	
R. Seelig (repairs)	5 55	
Hebard Express and Van Company (moving division furniture)	18 00	
Samuel L. Hanks (ice, July, August and September)	42 00	
J. R. Davis (boring test pits)	361 00	
Robt. W. Hunt & Co. (inspecting bridge material)	1,691 06	
W. T. Keating (expense)	31 46	
Wm. Trinkaus (expense)	24 53	
G. M. Wisner (expense)	41 01	
J. S. Hull (expense)	70 65	
Isham Randolph (expense)	100 10	
		$ 2,586 16

CLERICAL DEPARTMENT.

A. P. Little (carbon paper)		$ 13 00

LAW DEPARTMENT.

Samuel L. Hanks (ice, July, August and September)		$ 7 50

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry)		$ 4 00

GENERAL ACCOUNT.

The Economist Publishing Company (advertising)	$ 8 25	
W. T. Keating (ice)	6 00	
Chas. H. Fuller's Advertising Agency (advertising)	83 35	
Youghiogheny & Lehigh Coal Company (coal)	43 30	
Dunham Towing and Wrecking Company (repairing Juliet)	116 35	
Walter J. Riley (supplies, Juliet)	186 29	
Chicago Car Seal and Manufacturing Company (streams examination)	6 00	
United States Express Company (streams examination)	29 93	
American Express Company (streams examination)	70 42	
Arthur R. Reynolds (streams examination)	299 99	
Arthur W. Palmer (streams examination)	385 30	
Isham Randolph (telephone line)	1,303 50	
		$ 2,538 68

MAINTENANCE ACCOUNT.

The Garden City Sand Company (sand)	$ 4	

Hibbard, Spencer, Bartlett & Co. (hardware)	$ 6 90	
W. T. Keating (expense)	5 20	
Geo. B. Carpenter & Co. (rope)	9 54	
Martin & Morehead (mantels)	1 65	
W. M. Plantz & Co. (oil)	10 25	
M. J. Rowan (oil)	10 30	
R. B. Crouch (oil)	11 90	
Crew Levick Company (oil)	36 58	
Chicago Bridge and Iron Company (bolts, etc.)	25 00	
W. H. Salisbury & Co. (steam hose)	44 69	
Chicago Engineer Supply Company (packing, etc.)	34 62	
Western Engineers' Supply Company (packing, etc.)	49 00	
The Marsh & Bingham Company (lumber)	56 14	
Isham Randolph (freight)	34 10	
Isham Randolph (alterations at Bridgeport)	498 63	
The Carl Anderson Company (repairs Bridgeport pumps)	1,431 62	
Weaver Coal Company (coal)	144 79	
W. J. Freckelton (coal)	2,130 89	
		$ 4,545 80
Grand Total		$ 25,494 91

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to vouchers in favor of The Kelly-Atkinson Construction Company for $500.00; Geo. P. Nichols & Bro for $100.00 and all vouchers for 1. and M. Canal work, on which he voted nay*), Carter, Eckhart (*except as to vouchers in favor of Dunham Towing and Wrecking Company for $116 35; Walter J. Riley for $186 29, and all vouchers in connection with expenses for Steamer "Juliet," on which he voted nay*), Jones (*except as to all vouchers in connection with Canal Pumping Works, on which he voted nay*), Kelly, Mallette and Wenter—eight—(*except as above stated*). Nays—none—(*except as above stated*).

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO DEPOSIT ACCOMPANYING BID ON ELEVENTH ISSUE OF BONDS.

The Clerk presented the following

REPORT:

"CHICAGO, October 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In reference to the checks deposited October 3, 1900, by the New York Security and Trust Company with their proposal for the purchase of the eleventh issue of bonds of the District, I beg leave to report that the said checks, aggregating $76,000.00, have been duly turned over by me to the Treasurer of the District, whose receipt for the same is hereto attached.

Respectfully yours,

(Signed) A. R. PORTER,
Clerk."

(One enclosure.)

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM THE ENGINEERING DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, October 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of September, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $111,627 33, divided as follows: Main Channel, $51,616.88; bridges, $58,225.09; general, $1,785.36. Of this total amount, $3,664.18 have been withheld as retained percentages.

The engineering expenses for the

month were $8,281.60, divided as follows: Salaries, $6,908.59; supplies, etc., $1,373.01. The expenses at the Bridgeport Pumping Works were $5,755 75, divided as follows: Salaries, $2,179.91; supplies, etc., $3,575.84. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River—The Lydon & Drews Company excavated 15,500 cubic yards of soft material and 14,500 cubic yards of hard material from the South Fork and hauled same to the Lake Front Park. This company also excavated 6,336 cubic yards from the South Branch, at the property of the People's Gas Light and Coke Company on the north side of the river and just east of Main Street. As this work was done previous to July 20, 1900, it obtained 16 cents per cubic yard extra for hauling it to the Lake Front Park. At the same place this company pulled 198 piles and built 526 feet of dock.

The Green's Dredging Company removed 4,215 cubic yards of material from the west side of the river, just north of Eighteenth Street, and built 100 feet of dock. About 31 feet of dock remain to be built at this place.

The surveying of the property to be used in the widening of the river has progressed as fast as possible under the circumstances. This work should be finished about Nov. 15th.

On the 6th the city electric wiremen began wiring the Taylor Street Bridge Viaduct for power to move bridge and finished same on the 12th. On the 14th the Chicago Union Traction Company made the connection and supplied the current. On the 11th and 12th the channel was dredged across the river preparatory to the laying of the cable, which was done on the 13th. The bridge was opened for trial on the 20th.

Three hundred cubic yards of concrete and 250 of cut stone were laid in the east abutment of the C. T. T. R. R. Co.'s Bridge, and 810 lineal feet of piles were delivered and driven for piers just back of the abutment. The extra 1,000 feet of piles shown on the September voucher as having been driven is for work done in previous months.

The work of replacing the bent and buckled angles in anchorage in the Van Buren Street Bridge approach was finished on the 12th.

Section "O"—Work on the superstructure of the Eight-Track Bridge was carried on by a large force during the entire month. Up to the 30th a total of 138 cars of material were received and unloaded, aggregating about 2,700 tons. About 800 tons were erected up to the end of the month, but not rivetted. A force of laborers was employed during the first half of the month concreting around shoes and bolsters of channel span as fast as same were placed in position by the bridge men.

Section "K"—Work on the superstructure of the Belt Railway Company of Chicago's Bridge was continued throughout the month, at the end of which the bridge was entirely erected excepting the placing of the bracket girders to carry the two outside tracks. A large amount of rivetting also remained to be done.

Section 15—The work of excavation for the wheel pit and tail race at the Controlling Works was carried on throughout the entire month with a plant of one boiler, one derrick, one steam pump and two drills.

Section 17—The dredge excavated the coffer dam at the Economy Light and Power Company's plant to the end of the month, at which time the dam at this point was entirely removed. The work of filling in of the open ditch was carried on from the 1st to the 15th. About five per cent of this work remained to be done. The work on the coffer dam at the Pontoon Bridge and of removing the old I. & M. Canal Bridge was carried on from the 18th to the end of the month, at which time the work was completed. A derrick assisted in excavating the old wall between the coffer dam and the Economy Light and Power Co.'s plant from the 20th, with intervals, to the end of the month. A plant of one dredge, two derricks and one tug and scows were in operation during the month.

Section 18—The work of removing the Tail Race Coffer Dam and of excavating the Main Channel was carried on from the 1st to the 15th, when this work was finished. The placing of concrete in Dam No. 1 at the flume opening was carried on from the 4th to the 6th, when this work was finished. The work on repairs to Dam No. 1, building Coffer Dam and filling in pocket with concrete began on the 18th and ended on the 21st. The work of filling and grading Desplaines Street, between Cass and Jefferson Streets, was carried on at intervals to

the end of the month, when the work was practically completed.

General.

Life Saving Apparatus—The work of installing the life-line along the rock sections was carried on to the end of the month, when about six miles remained to be done.

New Telephone System—The telephone line force continued work throughout the month at the close of which the poles were erected almost to Lemont. Wire was strung between Willow Springs and Lemont.

Bridgeport Pumping Works — Engine No. 1 ran smoothly until the 17th when at 8 P. M. a break occurred in the main pump shaft of the south pump. This pump was dismantled and the engine ran with but one pump until noon on the 22nd, when the engine slipped its eccentric and was laid up for repairs, Engine No. 2 continued running with but one pump. Engine No. 3 was in operation throughout the month, with occasional stoppages for slight repairs. The repairs on Engine No. 4 were completed and began working at 10:25 in the morning of the 24th. The discharge part of the north pump of Engine No. 4 has been lowered, making a considerable saving of the horse-power required. A like improvement is being made on the discharge part of Engine No. 2.

Division of Designing and Drafting.

The regular platting was continued on the atlas of the right of way. The following drawings were made: Plan of lock for Illinois and Michigan Canal below Romeo; details of brick buildings at Controlling Works, and plats of right of way to be acquired along the South Branch of the Chicago River south of Twenty-second Street, made from recent surveys.

Plans were made for the grade and location of proposed bridges at State and Eighteenth Streets, Chicago River; also for fixing location of dowels for the masonry of the Eight-Track Bridge. The Kedzie Avenue Bridge plans were revised so as to suit the conditions of the proposed bridge across the Main Channel on Section N, at California Avenue.

Plans for the proposed bridge across the Chicago River at Canal Street were checked during the month.

Division of Records.

The work of this division for September has been carried on in the usual manner.

I estimate the expenses of this Department for the month of October will be $150,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF SEPTEMBER, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	BRIDGEPORT P. WORKS.	
	Salaries.	Supplies, Etc.	Totals.		Salaries.	Supplies, Etc.
Borings and Test Pits	$ 50 00	$ 175 28	$ 225 28			
Maps and Plans for General Use	111 60	3 30	114 90			
Chicago River Survey	681 25	9 28	690 53			
Chicago River Improvement	1,281 25	110 03	1,391 28	$29,007 54		
Right of Way	412 10	11 04	423 14			
Flow Measurements	285 00	36 06	321 06			
Disposal Works and Joliet Project	1,450 76	379 82	1,830 58	19,851 05		
Construction of Main Channel and River Diversion	240 00	60 76	300 76			
Lemont Road Permanent Bridge, Main Channel, Section 8		1 86	1 86			
A., T. & S. F. Ry. Co.'s Permanent Bridge, M. C., and Stevens St. Subway, Sec. 8		25	25	37 20		
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	50 00		50 00	97 20		
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	155 00	18 75	173 75	268 00		
Panhandle Temporary Bridge, Main Channel, Section O	80 00		80 00	152 16		
Panhandle Permanent Bridge, Main Channel, Section O	388 00	217 14	605 14	48,670 62		
Canal Street Bridge, Chicago River	52 00	26 40	78 40			
Taylor Street Bridge, Chicago River	141 00	1 30	142 30	100 00		
C. T. T. R. R. Co.'s Bridge, Chicago River	780 88	207 55	988 43	6,341 21		
Van Buren Street Approach Span, Chicago River		1 30	1 30	500 00		
Bear Trap Dam Permanent Bridge, Section 15	25 00	24 00	49 00	666 08		
Towpath Permanent Bridge, Section 17		6 00	6 00			
Jefferson Street Permanent Bridge, Section 18				7 50		
Cass Street Permanent Bridge, Section 18				109 62		
C., R. I. & P. Ry. Co.'s Temporary Bridge, Section 18				183 62		
C., R. I. & P. Ry. Co.'s Permanent Bridge, Section 18		3 00	3 00	185 99		
Mortar, Sand and Cement Tests	243 75	4 45	248 20			
Photographs of Works	150 00	55 30	205 30			
Improvement of Illinois and Michigan Canal between Bridgeport and Lockport	46 00	9 10	55 10	8 00		
State Street Bridge, Chicago River	27 00		27 00			
Harrison Street Bridge, Chicago River	14 00		14 00			
Eighteenth Street Bridge, Chicago River	33 00		33 00			
Main Street Bridge, Chicago River	14 00		14 00			
Ashland Avenue Bridge, Chicago River	14 00		14 00			
California Avenue Bridge, Main Channel, Section N	109 00		109 00			
Life Saving Apparatus	75 00	11 04	86 04	1,777 36		
Bridgeport Pumping Works					$ 2,179 91	$ 3,575 84
Totals	$6,908 59	$1,373 01	$ 8,281 60	$107,963 15	$ 2,179 91	$ 3,575 84
						2,179 91
					Total	$ 5,755 75

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During September, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles, Lineal Ft.
Chicago River	40,551	.....	.....
Section 17	5,500	.....	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	1,000	550	1,810
Totals	47,051	550	1,810

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Earned During September, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$31,048 64	.....	.....	$31,048 64
Section O	.....	$ 152 16	.....	152 16
Section K	.....	97 20	.....	97 20
Section 16	257 60	.....	.....	257 60
Section 17	6,789 59	.....	.....	6,789 59
Section 18	9,205 10	183 62	.....	9,388 72
Disposal Works, Section 15	4,315 95	.....	.....	4,315 95
Van Buren Street Approach Span, Chicago River	.....	500 00	.....	500 00
Taylor Street Bridge, Chicago River	.....	100 00	.....	100 00
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	7,247 10	.....	7,247 10
Eight-Track Bridge, Main Channel, Sec. O	.....	48,670 62	.....	48,670 62
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	268 00	.....	268 00
Stephen Street Subway, Sec. 8	.....	37 20	.....	37 20
Bear Trap Dam Bridge, Sec. 15	.....	666 08	.....	666 08
Cass Street Bridge, Sec. 18	.....	109 62	.....	109 62
Jefferson Street Bridge, Sec. 18	.....	7 50	.....	7 50
C., R. I. & P. Ry. Co.'s Bridge, Sec. 18	.....	185 99	.....	185 99
I. & M. Canal Improvement, between Bridgeport and Lockport	.....	.....	$ 8 00	8 00
Life Saving Apparatus	.....	.....	1,777 36	1,777 36
Totals	$51,616 88	$58,225 09	$ 1,785 36	$111,627 33

By unanimous consent the report was ordered printed and placed on file.

REPORT IN REFERENCE TO SETTLEMENT WITH THE FITZ-SIMONS AND CONNELL COMPANY AND THE KING ESTATE.

The Clerk presented the following

REPORT AND COMMUNICATION:

"CHICAGO, October 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the matter of the adjustment between the Fitz-Simons & Connell Company, the King estate and this District, I have to report a communication received from the first named company, under date of October 18th, showing that they are willing to release the King estate and this District from all liability arising or growing out of the contract between themselves and the said King estate for the construction of a dock in front of Lot 4 and the south half of Lot 3, east of Stewart Avenue, and bounded on the east by the Chicago River, upon the payment to them of $400.00, which sum represents the value of work for which they had not been paid, $350.00, and $50.00 for the permit to build the dock. The settlement is, in my judgment, reasonable and just, and I recommend that you authorize a voucher to be prepared for the $400.00, in full settlement with Fitz-Simons & Connell Company, as outlined.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, October 18, 1900.

Mr. Isham Randolph, Chief Engineer, The Sanitary District, Chicago:

DEAR SIR—Replying to your favor of 13th inst., concerning the King dock, near Nineteenth Street, we enclose copies of our bill to you April 19th and letter accompanying the same, from which it appears that we deducted from our bill to you $350.00 for work done which would be applicable to the cost of the new dock when we resumed construction. We took out and paid for a city permit for 200 feet dock $50.00, which makes $400.00 actually earned and expended by us.

We might fairly claim compensation for the surrender of this contract, as well as for the loss of the incidental dredging which you contracted with us to do April 2d, 1900. But as we have no disposition to add to the embarrassments of the Board in clearing the way for the proposed widening of the river, we will accept in full settlement of our claim there the above mentioned $400.00, releasing you and the Kings from any further claim on our behalf on account of that work.

Yours truly,

THE FITZ-SIMONS & CONNELL CO.,

(Signed) C. J. CONNELL,

Vice-President."

Mr. Kelly, seconded by Mr. Jones, moved that the recommendations of the Chief Engineer be concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

OPINIONS OF GENERAL COUNSEL AND ATTORNEYS AS TO VALIDITY OF AGREEMENT WITH CANAL COMMISSIONERS FOR MAINTENANCE OF SUMMIT LEVEL AND SETTLEMENT OF PENDING DIFFERENCES.

The Clerk presented the following

REPORT OF GENERAL COUNSEL AND ATTORNEYS:

"October 10, 1900.

The Trustees of the Sanitary District of Chicago, City:

GENTLEMEN — You submit for my opinion the validity of your contract of December 21, 1899, with the Canal Commissioners, whereby you agreed to operate pumping works to maintain a certain depth of water in the Illinois and Michigan Canal.

The parties directly interested in this question are the Sanitary District and the Canal Commissioners. The City of Chicago is also indirectly interested in the question, and for a time maintained pumping works which furnished water to the canal.

These three parties are all public corporations having only the powers given them by the Legislature, and any acts done in excess of those powers are *ultra vires* These corporations cannot by contract bind themselves to do any act *ultra vires* or any act which they cannot do without such contract. The contract of December 21, 1899, does not in any way enlarge the powers of the contracting parties, and if the question to be considered is a question of power, the contract becomes entirely immaterial.

The Illinois and Michigan Canal is a public work constructed for the benefit of a large part of northern Illinois. Primarily, it is the duty of the Canal Commissioners to so construct and operate the canal that it will have sufficient water to make possible the use for which it was designed. To impose that duty upon another municipal corporation there must be a clear intent of the Legislature to that end and also clear warrant of the law under the provisions of the constitution. If the Chicago River (the feeder of the canal) were not within the limits of a large city, there would be no question but that it was the duty of the Canal Commissioners to obtain by gravity, pumping or otherwise a sufficient flow of water in the canal.

Pursuant to certain acts and resolutions of the Legislature, and in order to obtain a proper system of sewerage for itself, the City of Chicago established pumping works at Bridgeport, which, for a number of years, maintained a sufficient amount of water in the Illinois and Michigan Canal, and thereby, for the time, relieved the Canal Commissioners of the burden of providing sufficient water.

The construction of the Drainage Channel removes the reason which impelled the City of Chicago to maintain the pumping station. Upon the abandonment of the pumping works by the city, the duty of providing water for the canal still rests upon the Canal Commissioners unless the burden of providing

the water has been imposed upon some other person. Had the city, through lack of funds, been unable to continue the pumping works, and had the Drainage Channel not been established, there would be no doubt that the burden of pumping or providing sufficient water would have fallen upon the Canal Commissioners. The same burden falls upon the Canal Commissioners through the city's ceasing to operate the pumping works on account of another outlet of sewage being established.

If the Federal or State Government had made such improvements in the Chicago River that the level of it at Robey Street was lowered three feet, or if the level of Lake Michigan had, through natural causes, fallen and produced the same result, there is no doubt that the Canal Commissioners would thereby have had cast upon them the burden of providing sufficient water for the canal.

The State of Illinois has authorized the construction of the Drainage Channel and the Federal Government has authorized the turning of the waters of the Chicago River into that Channel. Unless by some competent authority the Drainage District is required to assist in maintaining the Illinois and Michigan Canal by furnishing it with water it will not, in any way, be responsible for the increased burden thrown upon the Canal Commissioners by this fair and proper use of the water of a navigable stream under primary control by the Federal Government. I understand, as a matter of fact, that by the construction of the Drainage Channel, the Canal Commissioners acquired control of additional water power, which can be rented for more than enough to maintain the pumping works. This, however, is immaterial to the question of municipal power, upon which I rest this opinion.

I do not find in Section 17 or any other part of the Drainage Act any obligation imposed upon or authority given to the Sanitary District to assist the Canal Commissioners in maintaining the navigability of the Canal. Therefore, any contract which it may have made to do so is void.

I understand it to be the opinion of your Engineering Department that, even if the Drainage Channel had not been opened, a flow of water by gravity from the Chicago River into the Canal could not have been obtained sufficient to maintain the navigability of the Canal. Whether this be true or not, I still regard the lowering of the surface of the river at Robey Street as a legitimate and proper public use of the waters of the Chicago River, and for which it is not responsible in any manner to the Canal Commissioners.

Even if, however, the Legislature of the State had directly and positively required the Drainage District to maintain the navigability of the Canal by furnishing water or otherwise, I am of the opinion that such requirement would have been unconstitutional, for the reason that it would have been a requirement that the Drainage District should furnish, by taxation, moneys to maintain a State enterprise established and maintained for the benefit of a large portion of northern Illinois and extending far beyond the limits of the Drainage District. I believe the uniform course of decision in the courts of our State fully supports this last conclusion.

I am, therefore, of the opinion that the Sanitary District has no power to expend any of its money for the purpose of pumping water into the Canal in order to maintain its navigability or water power, and consequently that any contract by which the Sanitary District agreed to do so is void.

Respectfully submitted,

(Signed) JOHN S. RUNNELS,

We concur in the conclusion of Mr. Runnels, as above announced.

(Signed) CHARLES C. GILBERT,
Attorney."

(Signed) P. C. HALEY."

By unanimous consent the report was ordered printed and referred to the Committee on Engineering.

REPORT IN REFERENCE TO PURCHASE OF LAND FROM JOSE B., LOUISA W. AND GEO. R. KING.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, October 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports a deed of conveyance from Jose B. King and Louisa W. King, his wife, of the City of New York, and Geo. R. King, a widower, of New Brighton, in the State of New York

to The Sanitary District of Chicago of the lands hereinafter described, for the sum of thirty-four thousand seven hundred and eighty-eight one-hundredths dollars ($34,700.88). This land is purchased for the purpose of widening and straightening the South Branch of the Chicago River. Certain dock privileges are reserved and the District agrees, in said instrument, to build a dock along the new bank or shore of said South Branch when the improvements have been made.

Your Committee, therefore, recommends that the sum of $34,700.88 be paid the said Jose B. King, Louisa W. King and George R. King, upon the voucher of the Attorney of the District, when said parties shall have given to the District a good and sufficient deed to the following described land, to-wit:

The strip of land containing twenty-three thousand one hundred and thirty-three and ninety-two one-hundredths (23,133.92) square feet, constituting the southeasterly portion of the following described property: "The following described real estate situate in the City of Chicago, in the County of Cook and State of Illinois, and described as follows, to-wit: That part of Lot number three (3) in Block number fourteen (14) in the Canal Trustees' Subdivision of the west half of Section number twenty-one (21), Township number thirty-nine (39) North, of Range number fourteen (14) East of the Third Principal Meridian, and so much of the southeast quarter (¼) as lies west of the South Branch of the Chicago River, bounded and described as follows, viz.: Beginning at the southwest corner of said lot and running thence along the west line of said lot to a point equi-distant between the southwest corner and the northwest corner of said lot, as plotted and laid out by said Canal Trustees; thence easterly on a line parallel with the south line of said lot to the said South Branch of the Chicago River; thence along said South Branch to the southeast corner of said lot; thence along the south line of said lot to the place of beginning. Also, those portions of Lots number four (4) and five (5) in Block number fourteen (14) aforesaid, and bounded on the southeast by the South Branch of the Chicago River, on the northeast by the northeasterly line of said Lot number four (4), on the northwest by the northwesterly line of said Lot nnmber four (4) on Lumber Street, and on the west by a line running parallel to and twelve and one-half (12½) feet east of the center line of the Pittsburg, Fort Wayne and Chicago Railway track as the same was laid down March twenty-seventh (27), eighteen hundred and sixty-one (1861), and including all buildings thereon." Said strip of twenty-three thousand one hundred and thirty-three and ninety-two one-hundredths (23,133.92) square feet being located and described as southeasterly of the following described line: Beginning at a point in the dividing line between Lots two (2) and three (3) in said Block fourteen (14), one hundred and ninety and five-tenths (190.5) feet distant from the northwest corner of said Lot three (3) measured along said dividing line; thence running southwesterly for a distance of three hundred and sixty-five and ninety-two one-hundredths (365.92) feet to the west boundary of the above described property, which line intersects the dividing line between said Lots three (3) and four (4), one hundred and seventeen and forty-six one-hundredths (117.46) feet east of the southwest corner of said Lot three (3) measured along said dividing line, also intersects the dividing line between said Lots four (4) and five (5), one hundred and thirty-five and fifty-six one-hundredths (135.56) feet southeast from the westerly corner of said Lot four (4) measured along said dividing line, containing twenty-three thousand one hundred and thirty-three and ninety-two one-hundredths (23,133.92) square feet, in Section twenty-one (21) in Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, situated in the County of Cook and State of Illinois. Excepting from the aforesaid described land the following described parcel of land, to-wit: Beginning at the intersection of the present dock line of the South Branch of the Chicago River with the dividing line between Lots three (3) and four (4), in Block fourteen (14) aforesaid; thence in a southwesterly direction across Lot four (4) to a point in the dividing line between Lots four (4) and five (5), in said Block fourteen (14), which point is one hundred and ninety-three and five-tenths (193.5) feet from the south line of Lumber Street (as determined by actual survey, made by Samuel S. Greeley, surveyor, December 21, 1882), and is intended to be no less than twenty-three (23) feet from the face of the old dock, as existing July 14, 1880; these measurements being taken along and in the line dividing said Lots four (4) and five (5); thence running, with a prolongation of the line thus obtained, across a portion

of Lot five (5) to the easterly line of the present right of way of the Pittsburg, Fort Wayne and Chicago Railway; thence south along said right of way to the old dock line of said South Branch of the river; thence along said old dock line to the place of beginning; situated in the City of Chicago, County of Cook and State of Illinois.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman
B. A. ECKHART,
FRANK WENTER,
JOS. C. BRADEN,
THOMAS KELLY,
J. P. MALLETTE,
WM. BOLDENWECK,
ALEX. J. JONES,
Committee on Finance."

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT ON COMMUNICATION IN REFERENCE TO TELEPHONE LINE BETWEEN CHICAGO AND LOCKPORT.

In reference to the communication from the Chicago Telephone Company, presented and referred to the Committee on Engineering at the meeting held August 29, 1900 (page 6719 of the Proceedings), Mr. Mallette presented the following

REPORT:

"CHICAGO, October 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a communication from the Chicago Telephone Company, which was referred to this Committee at the meeting of the Board on August 29, 1900, and a letter from Edward B. Ellicott, City Electrician, addressed to Trustee B. A. Eckhart, concerning the construction of a telephone line for the District from the terminal of the Main Channel to the city offices of the District.

The Committee has considered the propositions contained in the several communications aforesaid, and advises that the proposition of Edward B. Ellicott, City Electrician of the City of Chicago, be accepted. The Committee recommends that the Chief Engineer of the District be authorized and directed to proceed with the work of having said telephone line constructed, and that said Ellicott be advised of the acceptance of his proposition, and that he be requested to have the necessary permits for the District prepared; and that said City Electrician be requested to have the proper connections for said telephone line made for the purposes of the District.

Respectfully submitted,

(Signed) B. A. ECKHART,
THOMAS KELLY,
J. C. BRADEN,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering "

(Two enclosures.)

Mr. Eckhart, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly and Wenter—six. Nays—Messrs. Carter and Mallette—two.

Upon this result, the President declared the motion carried.

COMMUNICATION FROM THE MAYOR OF CHICAGO IN REFERENCE TO ABUTMENTS FOR PROPOSED CANAL STREET BRIDGE.

The Clerk presented the following

COMMUNICATION:

"CHICAGO, October 23, 1900.

To the Honorable, the Trustees of the Sanitary District of Chicago:

GENTLEMEN—For some time past there has been considerable discussion between the engineers representing your Board and the city engineers in reference to the abutments of the proposed Canal Street Bridge and their strength, the Sanitary engineers claiming the piers are sufficiently strong to carry the structure, while the engineers of the city fear future inconvenience or possible breakdowns would result from what they con-

sider their insufficient strength. Believing their position correct, Mr. Ericson, the City Engineer, is unwilling to approve the plans in their present form, and, as he is the engineer upon whose opinion I must rely for my information on engineering matters, I am unwilling to consent to the building of this bridge upon these plans until he modifies his report.

After a brief conference with individual members of your Honorable Body the suggestion has developed that possibly an easy way out of the dispute would be found in the appointment by the Sanitary Board of an engineer not now in their employ and the appointment by the city authorities of an engineer not in our employ, to whom the plans suggested by the Sanitary Board for the Canal Street Bridge should be submitted. If they are unable to reach a conclusion they should be given the authority to call in a third engineer not connected with either municipal body, and the final opinion of these three should be binding upon the city and the Sanitary District. This proposition seems eminently fair to me, my only knowledge of the case being such as is gained from the City Engineer, whose opinion may be mistaken. Three engineers chosen as suggested from the best engineers of Chicago would undoubtedly be able to reach a conclusion upon which both the Sanitary Board and the city authorities would be justified in acting.

Respectfully yours,

(Signed) CARTER H. HARRISON,
Mayor."

Mr. Mallette, seconded by Mr. Wenter, moved that the communication be referred to the Committee on Engineering with power to act.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden. Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM AGENTS OF THE BARGE "ALGERIA."

The Clerk presented a communication, dated October 18, 1900, from J. J. Rardon & Co., agents of the barge "Algeria," making certain claims for the alleged detention of said barge, which, by unanimous consent, was referred to the Committee on Judiciary without printing.

COMMUNICATION FROM AGENTS OF THE STEAMER "ITALIA" A D BARGE "AMAZON."

The Clerk presented a communication, dated October 18, 1900, from J. J. Rardon & Co., agents of the steamer "Italia" and barge "Amazon," making certain claims for alleged expenses incurred by the said steamer and barge, which, by unanimous consent, was referred to the Committee on Judiciary without printing.

COMMUNICATION FROM ATLAS STONE COMPANY IN REFERENCE TO LEASE OF DOCK FRONTAGE.

The Clerk presented a communication from C. P. Montgomery, manager of the Atlas Stone Company, dated October 24, 1900, in reference to the proposed lease of 200 feet of dock frontage on the Drainage Canal, which was referred to the Committee on Engineering, and the Chief Engineer was ordered to investigate the matter and report at the next meeting of the Board, by unanimous consent.

COMMUNICATION IN REFERENCE TO MAPS AND FIELD NOTES OF CHICAGO RIVER AND CALUMET DISTRICT.

The Clerk presented a communication addressed to the President of the Board from Matthewson & Arnold, dated October 24, 1900, setting forth their acceptance of the proposition for the purchase of certain maps and field notes of the Chicago River and Calumet District, which, by unanimous consent, was referred to the Committee on Engineering.

COMMUNICATION FROM COMMITTEE OF MUNICIPAL ART LEAGUE OF CHICAGO IN REFERENCE TO ORNAMENTAL DESIGNS FOR PROPOSED BRIDGES.

The Clerk presented a communication, dated September 11, 1900, from Peter B. Wight and Martin Roche, of the Committee on Bridge Designs of the Municipal Art League of Chicago, in reference to ornamental designs for proposed bridges and accompanied by proposed ornamental design for the Canal Street Bridge, which, by unanimous consent, was referred to the Committee on Engineering without printing.

FINDINGS OF CHIEF ENGINEER IN REFERENCE TO CLAIMS FOR EXTRAS ON CONTRACT FOR SECTION 18.

Mr. Jones presented the following

REPORT:

"CHICAGO, Oct. 15, 1900.

To the Committee on Engineering:

GENTLEMEN—I have duly considered the claims filed with your Honorable Board by Gahan & Byrne, for alleged extra work on Section 18. The date of the schedule filed, and by you referred to me for my rulings under the contract, is April 20, 1900. There are twelve items in the schedule and the aggregate amount thereof is $29,045.61. I should very greatly prefer a reference of the claims to some adjudication other than my own, but inasmuch as that duty is one imposed upon me by the contract, and you have called upon me to discharge it, I have considered the claims in the light of the contract and of the equities involved thereon, and report to you as follows:

Claim No. 1.—To removal of material washed into pits by floods at various times during 1899, and south of Jefferson Street Bridge, 4,003 cu. yds. at 45.2 cents, $1,809.36.

If the date of this alleged deposit of silt was 1899, as stated, no such claim should have been presented, as these contractors have been paid $42,400 for protecting their work from overflow. If, as they now claim, the date is in error and the year 1898 was intended, then these contractors were derelict in not notifying the Chief Engineer in writing at the end of the month in which the damage occurred, as is provided in the contract under the "extra work" clause, and giving him a chance to verify the claim.

And further, under the provisions of the contract relating to "miscellaneous work," is found this entry: "So much of the ordinary low water flow of the river as it may be found practicable to divert will be cared for by the Sanitary District through the Illinois and Michican Canal, said flow being returned to the river south of the limits of excavation in the Desplaines River. Such of this water from the river or elsewhere that may in any way reach the works herein specified must be cared for by the contractor at his own expense, and shall not in any event be a source of expense to the Sanitary District." In view of these terms of the contract, this claim is not admissible and is therefore rejected.

Claim No. 2—To cost of delayed plant caused by the breaking of the District's crib below Jackson Street, between November 10 and 16, inclusive, 1899, 7 days time at $20 per day, $140.00.

This claim should also have been made, as is provided in the extra work clause hereinbefore cited, at the end of the month in which it occurred. But the facts in the case are known to the engineer in charge of the work to be as stated, and the claim is a reasonable one, therefore it is allowed.

Claim No. 3—To removal of rock by order of the Illinois and Michigan Canal officials from Dam No. 1 and conduit foundation pits, after measurements had been made by the District Engineers.

To 312 cu. yds. rock excavation at $1.83	$ 571 00
To 312 cu. yds. Portland cement concrete at $9	2,808 00

Clause B of the contract provides "that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined." This work was in charge of properly authorized agents of the Chief Engineer who have certified to him the total amounts of material excavated and of concrete placed, and upon their certification he must rely; any other course would be setting aside the contract and allowing the contractors to make the measurements upon which they must be paid therefore this claim is rejected.

Claim No. 4—To removing old McKee Dam, between Jefferson and Van Buren Streets, during 1899, $1,330.00.

This claim should have been made in writing at the time the work was done, according to the provisions of the extra work clause hereinbefore cited, but it is known that the remains of such a structure were encountered and excavated down to the grade of the Channel. No exact measurements of what remained of the dam were taken at the time, but the contractors and the engineers have agreed that the volume was about 260 cubic yards, and the contractors have already received 45.2c. per cu. yd. for it.

That it was no more difficult to remove than solid rock is certain, and the value of that class of excavation under the

conditions there encountered was about 90 cents per cu. yd.; hence there would be on that basis a balance of 44.8c. per cu. yd. due on 260 cu. yds., or $116.48, which sum I award these contractors.

Claim No. 5—To removing old log dam below the McKee dam during 1899, $1,333.00.

What has before been said about notification under the extra work clause applys equally to this item. A nest of logs was encountered which the contractors claim to have been an old dam, but our engineers say that this obstruction was found on the west side and extended but a short distance into the river and had to do with the wheel pits of the mill which is known to have stood near that site. Cutting them out and removing them was attended with some expense over and above what the ordinary excavation would have been. What that expense was is not determinable from any evidence before me, and I therefore make an arbitrary allowance of $250.00 to cover it.

Claim No. 6—To removing east slope wall of the Middle Basin from the District Police Station to Cass Street during 1899, 605 cu. yds. at $2.50, $1,512.50.

What I have before stated about the duty of the contractor to file written claims at the end of each month for extra work claimed to have been done, applies in this instance. Until the filing of the claims now being considered this item was not brought to my notice.

That such a wall existed is certain, and that it was a dry rubble structure, as easy of removal as loose rock, is also certain, and that the contractors received the regular excavation price for it is beyond question. The only basis which I recognize in equity for this claim is that a great part of the wall was covered up at the time the contract was let, and hence was not figured on by the contractors. A liberal price for such excavation would be 75 cents per cubic yard, and as 45.2 cents per cubic yard has already been paid them, there remains a balance which I allow of 605 cubic yards at 39.8 cents, $240.79.

Claim No. 7—To overhaul on material wasted on east spoil area, between Cass and Jackson Streets, computed from Channel Station No. 1777 to Station No. 66, of abandoned levee near Hickory Creek, 22,000 cubic yards material at 61½ cents, $13,530.00.

Claim No. 8—To profit on the overhaul of material necessary to build that part of the official levee abandoned near Hickory Creek, 8,000 cubic yards at 20 cents, $1,600.00.

I group Claims 7 and 8 because they are both subject to the same reasonings and rulings deduced therefrom. The work involved in these claims comes under the provisions of the contract relating to "changes of plan." "In addition to the reservation hereinbefore made, the Sanitary District reserves the right to make alterations in the line, grade and minor details of plan, form dimensions or material of the work herein provided for, either before or after the beginning of construction; provided, that if alterations are made, the general character of the work, as a whole, is not thereby changed. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of the work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing. And it is expressly agreed that no alterations or additions or extra work are to be paid for unless directed in writing."

Under the authority of this clause of the contract the Chief Engineer did on January 16, 1899, change the plans for work on this section so as to increase the size of the levee in question and introduce the item of overhaul into the construction thereof. The order covering this work named 57,000 cubic yards of material as the approximate amount to be hauled, and fixed the date of completion of the entire work at October 1, 1899. The approximate estimate of material named in the order proved insufficient to build the levee as called for by the plans. The progress of levee construction, however, was so slow that it appeared hopeless to attempt to carry out the full scope of the plan, and so in the interest of progress the levee work was curtailed, not, however, until amounts in excess of the approximate quantities named in my order of January 16th had been delivered on the work. In curtailing the work on the levees the District acted within its undoubted right under the extra-work clause hereinbefore recited, and the contractor has no right under the terms of that clause to claim compensation for work not done, and it recognizes no principle of equity in such

claims. I therefore reject Claims 7 and 8 entirely.

Claim No. 9—To extra cost of excavating part of the tail race below original grade, 1,000 cu. yds. at 50 cents, $500.00.

The engineer in charge and his assistant take direct issue with the contractors on the basis of this claim, and therefore I cannot allow it.

Claim No. 10—To extra cost excavating tail race due to leakage of water flowing over rock excavated, 15,000 cu. yds. at 20 cents, $3,000.

The facts in this case are that owing to the failure of these contractors to execute the work in the time and manner called for by the plans and the terms of my order of January 16, 1899, which were duly accepted by them, this District was compelled to negotiate with the I. and M. Canal Commissioners to secure a change of plan and build a protection crib at a cost of $4,402.14 for erection and $1,296.86 for removal, or a total of $5.699.00.

That order was given subject to all of the terms and conditions of the original contract and comes under the requirements and provisions of the clause headed "Miscellaneous," hereinbefore recited, which makes the contractor care for water upon the section and hold the District harmless from all cost or expense on that account. For these reasons this claim is not allowed.

Claim No 11—To extra cost of operating car plant due to the necessity of building a bridge under the new Jefferson Street Bridge, $500.00.

Had the work covered by the Engineer's order of January 16th been completed within the time called for by that order there would have been no necessity for building this bridge, and as there seems no justice in making the District pay large premiums for the purpose of securing results which were never attained and in addition thereto paying delinquent contractors for doing work which became necessary on account of their delinquency, I cannot allow this claim.

Claim No. 12 — To removing mud washed into tail race by floods, 225 cubic yards at $1.83, $411.75.

This material was washed into the tail race through a break in the levee on Section 17, for which these contractors were not responsible, therefore this claim is allowed.

SYNOPSIS.

	Rejected.	*Allowed.*
Claim No. 1	$ 1,809 36	.....
Claim No. 2	.....	$140 00
Claim No. 3	3,379 00	.....
Claim No. 4	1,213 52	116 48
Claim No. 5	1,083 00	250 00
Claim No. 6	1,271 71	240 79
Claim No. 7	13,530 00	.....
Claim No. 8	1,600 00	.....
Claim No. 9	500 00	.....
Claim No. 10	3,000 00	.....
Claim No. 11	500 00	.....
Claim No. 12	.....	411 75
Totals	$27,886 59	$1,159 02

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

(One enclosure.)

By unanimous consent the report was ordered printed and placed on file, on motion of Mr. Jones.

PAYMENT OF MATURING BONDS AND INTEREST.

Mr. Carter presented the following

ORDER:

"*Ordered*, That the Clerk be, and he is hereby, instructed to draw a warrant, payable to the order of the Treasurer, for the sum of one hundred and thirty-two thousand five hundred (132,500) dollars to pay the installment of one hundred thousand (100,000) dollars of the first issue of bonds of the Sanitary District of Chicago (being the eighth payment thereon), falling due November 1, 1900, and to pay the sum of thirty-two thousand five hundred (32,500) dollars semi-annual interest on balance of first issue of bonds of the Sanitary District of Chicago outstanding, being one million three hundred thousand (1,300,000) dollars at the rate of five per centum per annum, and that the Treasurer be, and he is hereby, authorized and directed to pay said installment of bonds falling due as aforesaid, and the said semi-annual interest upon proper presentation and cancellation of the bonds and coupons, respectively, evidencing the same; such payments to be charged to their proper respective accounts."

Mr. Carter, seconded by Mr. Wenter, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Jones, Kelly, Mallette, and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

PAYMENT OF RENTAL UNDER AGREEMENT WITH PENNSYLVANIA COMPANY FOR BY-PASS ALONG CHICAGO RIVER.

Mr. Carter presented the following

ORDER:

"*Ordered*, That the President and Clerk of the District be, and they are hereby, authorized and directed to pay, upon the voucher of the Attorney of the District, to the Pennsylvania Company, operating the Pittsburgh, Fort Wayne and Chicago Railway, the sum of fifteen hundred (1,500) dollars, said sum being the semi-annual payment of rent due November 1, A. D. 1900, pursuant to an agreement heretofore made with the Sanitary District of Chicago (page 4573 of Proceedings), said payment to be charged to the Land Account of the District."

Mr. Carter, seconded by Mr. Braden, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

CLOSING OF DISTRICT OFFICES ON OCTOBER 27 AND NOVEMBER 3, 1900.

Mr. Jones, seconded by Mr. Braden, moved that the offices of the Sanitary District of Chicago be closed on Saturday, October 27, and Saturday, November 3, 1900, and that all the employes of the District be given a holiday on these dates.

The motion prevailed unanimously and it was so ordered.

REJECTION OF BIDS AND RETURN OF CHECKS TO BIDDERS ON SUB AND SUPERSTRUCTURE OF BRIDGE FOR CANAL STREET ACROSS THE CHICAGO RIVER IN THE CITY OF CHICAGO, AND RE-ADVERTISEMENT FOR SAID WORK.

Mr. Mallette, seconded by Mr. Braden, moved that the bids received August 29, 1900, on the sub and superstructure of the bridge for Canal Street across the Chicago River be rejected and the deposits accompanying same, and not heretofore ordered returned, be returned to the respective bidders, and that the Board proceed to re-advertise for proposals for said work.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette and Wenter—seven. Nays—Mr. Kelly—one.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Wenter, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 31, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and third regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, October 31, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held October 17 and of the special meeting held October 22, 1900, were approved as printed, on motion of Mr. Smyth, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, October, 1900).....	$ 1,083 33	
Engineering Department (Division of Construction Roll, October, 1900)	3,284 38	
Engineering Department (Division of D. & D. Roll, October, 1900).....	2,292 55	
Engineering Department (Division of Records Roll, October, 1900)....	612 50	
Engineering Department (Discharge Roll, October, 1900).....	9 37	
	$	7,282 13

Clerical Department (Clerk's Roll, October, 1900)		1,068 34
Law Department (Attorney's Roll, October, 1900)	$ 1,468 32	
Law Department (Joliet Roll, October, 1900)	483 33	
	$	1,951 65
Treasury Department (Treasurer's Roll, October, 1900)		166 67
General Account (General Roll, October, 1900)	$ 350 00	
General Account (Special Roll, October, 1900)	255 00	
General Account (Trustees' Roll, October, 1900)	2,333 34	
	$	2,938 34
Police Department (Marshal's Roll, October, 1900)	$ 2,326 60	
Police Department (Discharge Roll, October, 1900)	41 67	
	$	2,368 27
Maintenance Account (Controlling Works Roll, October, 1900)	$ 675 00	
Maintenance Account (Bridgeport Pumping Station Roll, Oct., 1900)	2,113 00	
Maintenance Account (Discharge Roll, July, 1900)	165 39	
Maintenance Account (Discharge Roll, September, 1900)	65 00	
Maintenance Account (Discharge Roll, October, 1900)	15 16	
	$	3,033 55
Total		$ 18,808 95

CONSTRUCTION ACCOUNT.

John Griffiths (Van Buren Street Approach)	$ 39 57	
Green's Dredging Company (Havemeyer Dock)	558 00	
C. T. T. R. R. Co. (Pan-Handle Bridge)	34 94	
C. T. T. R. R. Co. (Eight-Track Bridge)	125 00	
Frank M. Montgomery (Eight-Track Bridge)	74 94	
Dolese & Shepard Company (Eight-Track Bridge)	118 25	
Illinois Steel Company (Eight-Track Bridge)	345 96	
Illinois Steel Company (Eight-Track Bridge)	391 68	
The Belt Railway Company of Chicago (Section K Bridge)	392 88	
F. Munch (Section 15, coal)	57 18	
Smith-Wallace Shoe Company (Section 15, rubber boots)	34 24	
Thomas Moulding Company (Section 15, cement)	631 38	
S. J. Stebbins Company (life-saving device)	447 06	
Heldmaier & Neu (Section 17, Towpath Bridge, etc.)	870 04	
Heldmaier & Neu (Section 18, crib, etc.)	64 43	
A. R. Porter, Clerk (Section 15, wheel pit, etc.)	3,063 54	
	$	7,249 09

CLERICAL DEPARTMENT.

The Chicago Towel Supply Company (toweling)	9 00

LAW DEPARTMENT.

John S. Runnells (services General Counsel, October, 1900)	416 67

GENERAL ACCOUNT.

John R. Neely (streams examination)	50 00

POLICE DEPARTMENT.

H. J. Doran (expense)	13 04

MAINTENANCE ACCOUNT.

E. S. McDonald (Bridgeport pumps)	221 01
Grand total	$ 26,767 76

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, (*except as to vouchers for maintenance account, Bridgeport Pumping Station. $2 113.00, and discharge roll, $165.39 and all vouchers in reference to Illinois and Michigan Canal, on which he voted "nay"*), Carter, Eckhart (*except as to voucher for general account. special roll, $255 00 on which he voted "nay"*). Jones (*except as to all vouchers in reference to Illinois and Michigan Canal, on which he voted "nay"*). Mallette. Smyth (*except as to all vouchers in reference to Illinois and Michigan Canal, on which he voted "nay"*) and Wenter—eight (8) members (*except as above stated.*) Nays—none—(*except as above stated.*)

Upon this result the President declared the motion carried.

MESSAGE IN REFERENCE TO UNSETTLED MATTERS WITH THE SANTA FE "SYSTEM."

The President presented the following

MESSAGE:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—As but a short time remains before the organization of the Board of Trustees, your attention is hereby called to the unsettled matters of the Santa Fe Railroad Company. On the 20th of May, 1896, the Sanitary District of Chicago entered into an agreement with the "Santa Fe System" wherein, after the specific peformance of certain conditions, the "Santa Fe System" agreed to transfer certain lands to the Sanitary District in consideration of the District deeding other lands to said system, these lands being all situated in Cook County. Subsequently, to-wit, on the 23rd day of November, 1898, a supplemental agreement was entered into between said parties providing for the exchange of certain other lands situated in Will County. The deeds for the premises described in said agreement have not yet been exchanged, although the railroad company is in full possession of all the premises described in said agreements to be transferred to said railroad company, and the conditions imposed upon the District have been practically complied with. The deeds have been prepared and submitted to said company, but have been held by them for nearly a year, and some action should be taken looking to the consummation of the provisions of both agreements. A full report of the action of the Board in reference to said agreements can be found on pages 3359-63, Proceedings of 1896, and pages 5375-5, Proceedings of 1898.

I would therefore suggest that a special committee of three be appointed to take up this matter with the railroad company at the earliest possible date.

Respectfully submitted,

(Signed) WILLIAM BOLDENWECK,

President."

By unanimous consent the message was ordered approved, printed and placed on file.

In accordance with the suggestions of the message, the President then appointed Messrs. Carter, Braden and Jones as a Special Committee to take up the matters with the railroad company referred to in the message.

REQUISITION.

The Clerk presented the following requisition:

No. 839, Law Department (stationery, etc.,)..... 14 50

Mr. Carter, seconded by Mr. Mallette, moved that Requisition Nos. 839 as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared he motion carried.

CLERK'S REPORT IN REFERENCE TO DELIVERY AND CANCELLATION OF BONDS OF THE ELEVENTH ISSUE.

The Clerk presented the following

REPORT:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to report that on October 17, 1900, I delivered to Fred M. Blount, Treasurer of the District, as shown on receipt transmitted herewith and made a part of this report, $3,500,000 of 4 per cent bonds of this District, numbered from 16091 to 18590, inclusive, being the entire eleventh issue of bonds authorized under ordinance of

September 12, 1900, (page 6736 of the Proceedings), duly signed by the President, attested by the Clerk, and bearing the seal of the Sanitary District. I have also returned to The New York Security and Trust Company the $76,000 deposited with their bid for this issue of bonds.

I also desire to report that pursuant to instructions contained in an ordinance passed October 22, 1900, (page 6803 of the Proceedings), I have destroyed by burning one hundred and twenty-five (125) of the bonds of the said eleventh issue, numbered from 16091 to 16215, inclusive, falling due October 1, 1901, together with the interest coupons thereto attached and each and every of them under the supervision and in the presence of the President of the Board of Trustees and the Chairman of the Committee on Finance, as shown by certificate attached hereto. All of which is

Respectfully submitted,

(Signed) A. R. PORTER,
Clerk."

(Two enclosures.)

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, October 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Law Department for the month of September, 1900.

The following are the expenses for the month of September, 1900:

SALARIES.

Attorneys	$1,366 68	
Office force	435 00	
		$ 1,801 68

GENERAL EXPENSES.

Court costs	$ 87 00	
Right of way (salaries)	150 00	
Expense Account	282 91	
Books and stationery	62 55	
		$ 582 46

LAND ACCOUNT.

Right of way (Chicago River)	$ 14,703 12
Total for September, 1900	$ 17,087 26

The following suits were begun during the month:

James Ray vs. The Sanitary District of Chicago, in the Circuit Court of Will County. This is a suit in case for $500 00 for damages to land caused by overflow.

Kzisow, for the use of Bez, vs. The Sanitary District of Chicago, before Chas. T. Blood, Justice of the Peace, in Will County. This is a garnishment suit for $200.00.

Robert M. Adam vs. The Sanitary District of Chicago; General No. 210,876, in the Circuit Court of Cook County. This is a suit in assumpsit for $10,500 00, which is for interest on deferred payment of the amount awarded in condemnation proceedings, in Will County, in the case of The Sanitary District vs. Adam.

Wm. J. Adam vs. The Sanitary District of Chicago; in the Circuit Court of Cook County; Gen. No. 210,897. This is a case in assumpsit for $2,500.00, which is for interest on deferred payment of the amount awarded in the condemnation proceedings in Will County in the case of the Sanitary District vs. Adam.

Silverman vs. The Sanitary District of Chicago was reached before Judge Baker and continued pending the disposition of the case of the Sanitary District vs. Silverman.

The case of McMahon & Montgomery, et al., vs. The Sanitary District of Chicago was reached before Judge Haney and passed.

In each of the four cases of Buse, Rohn, Treibull and Mensching vs. The Sanitary District, an amended declaration has been filed and a rule to plead entered.

In the case of Smith & Eastman vs. The Sanitary District of Chicago the defendant was granted leave to file a special plea.

In the case of the Sanitary District of Chicago vs. The Chicago, Rock Island and Pacific Railroad Company, et al.; in the Circuit Court of Cook County; a verdict and judgment were entered by agreement, by which the Sanitary District acquired title to certain property adjacent to the South Branch of the Chicago River.

An opinion with reference to the release of the bond of Lydon and Drews Company for the substructure of the By pass has been rendered.

An opinion as to the legal effect of Clauses 1 and 2 of the specifications en-

titled "Specifications for dredging the Chicago River and performing certain Collateral Work," has been prepared by this Department.

The number of cases on the trial calendars for this year to which the Sanitary District is a party has increased thirty-five per cent during the last year.

The preparation of the case of Smith & Eastman et al. vs. The Sanitary District, and McMahon & Montgomery et al. vs. The Sanitary District, for trial and the routine work have occupied the time of the department.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

By unanimous consent the message was ordered printed and placed on file.

REPORT IN REFERENCE TO SETTLEMENT WITH THE CHICAGO JUNCTION RAILWAY COMPANY.

The Clerk presented the following

REPORT:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Chicago Junction Railway Company (Union Stock Yards) has had pending against this District for something more than a year a bill for $840.59, which I have declined to voucher because I questioned its propriety. Some weeks ago I met their chief engineer on the ground and went over the whole question with him, and as a result had to admit that for a part of the work this District should have paid, and the question of the apportionment then came up for adjustment and is still unsettled. When the eight-track bridge work is all done this District is to receive credit from the Chicago Junction Railway Company for a lot of material used in temporary tracks, rails, cross ties and switches for which the District has paid about $1,500.00. The credit is to be on the basis of the value of the stock as second-hand material less the labor charges for removal, etc. The Chicago Junction people suggest that we square accounts by cancelling our claim to this material and then cancelling their bill. I recommend that this be done and ask for your instructions.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

By unanimous consent the report was ordered referred to the Committee on Engineering, on motion of Mr. Jones.

REPORT IN REFERENCE TO AUDITING BOOKS OF THE CLERICAL DEPARTMENT AND DISPOSITION OF CERTAIN MONEYS HERETOFORE REPORTED ON.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, October 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Acting under order of your Honorable Body of September 12, 1900 (page 6734 of the Proceedings), your Committee on Finance reports that it has caused the books of the Clerical Department to be examined by an expert accountant, covering the period embracing the term of service of Joseph F. Haas as Clerk of this District, and that said accountant has made a report to this Committee certifying that he has found all accounts to be correct, and all moneys and other property coming into the possession of said Haas properly accounted for.

Your Committee, therefore, recommends that the report of the accountant be placed on file with the Clerk, and that the bond of the said Joseph F. Haas be released, cancelled and returned to him.

Your Committee also transmits herewith the report of Joseph F. Haas, Clerk, which was referred to the Committee at the meeting held July 18, 1900 (page 6667 of the Proceedings), and recommends that the same be approved and placed on file.

Respectfully submitted,

(Signed.) Z. R. CARTER,
Chairman.
B. A. ECKHART,
JOS. C. BRADEN,
A. J. JONES,
THOMAS A. SMYTH,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Finance."

(Two enclosures.)

Mr. Carter, seconded by Mr. Eckhart, moved that the Committee report be

adopted, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO RIPRAPPING ON SECTION "O."

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering advises your Honorable Body that the Committee deems it expedient to cause a test of "rip rappi g" work to be made on the Main Channel on Section "O;" that the Chief Engineer has declared this work will be necessary, in order to determ ne the character and quantity of similar work at various places along the Main Channel.

The Committee, therefore, recommends that the Chief Engineer be authorized and directed to construct one hundred (100) feet of "rip-rapping" work on Section "O," according to the plans suggested by him, as a test of said work for future purposes.

Respectfully submitted,

(Signed) THOMAS A. SMYTH, *Chairman.*
JOS. C. BRADEN,
Z. R. CARTER,
ALEX. J. JONES,
WILLIAM BOLDENWECK,
Committee on Engineering."

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—None.

Upon this result the President declared the motion carried.

REPORT IR REFERENCE TO EXHIBIT OF MODEL OF SANITARY DISTRICT CHANNEL.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering herewith transmits a communication from Selim H. Peabody, Superintendent of Liberal Arts for the Pan-American Exposition, requesting that an exhibit be made at the Buff lo Exposition of the model of the Sanitary District Channel such as has been placed on exhibit at the Paris Exposition.

The Committee recommends that the President of the Board be instructed to have the model exhibited at the said Paris Exposition brought to Chicago, and that the same be exhibited in Chicago and forwarded to Buffalo to be exhibited at the Pan American Exposition, beginning in May, 1901.

Respectfully submitted,

(Signed) THOMAS A. SMYTH, *Chairman.*
JOS. C. BRADEN.
Z. R. CARTER,
ALEX. J. JONES,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(One enclosure).

Mr. Smyth, seconded by Mr. Jones, moved that the report be ad pted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this r sult the President declared the motion carried.

REPORT IN REFERENCE TO IMPROVEMENT OF WESTERN AVENUE.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO. October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on En-

gineering reports that in the construction of the work of the Main Drainage Channel parts of Western Avenue, where it intersects the right of way of the District, have been rendered inconvenient for public travel.

Your Committee recommends that the Chief Engineer of the District be instructed to cause to be placed on the surface of that part of Western Avenue so disturbed such material as in his judgment will render the same passable and practicable as a public highway during the winter months, and the same not to exceed in cost two hundred and fifty dollars.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
FRANK WENTER,
ALEX. J. JONES,
WM. BOLDENWECK.
Committee on Engineering."

Mr. Smyth, seconded by Mr. Carter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood. Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

RESOLUTION IN REFERENCE TO FILING CERTAIN PAPERS AND DOCUMENTS.

Mr. Wenter presented the following

RESOLUTION:

"*Resolved*, That the Committee on Federal Relations be authorized and directed, within the next three months, to file such briefs and documents before such commission, or commissions, as have jurisdiction in the matter of rivers and canals under the auspices of the Federal Government—without any cost to the Sanitary District."

Mr. Wenter, seconded by Mr. Jones, moved that the resolution be adopted.

The motion prevailed unanimously.

RECESS.

At 2:45 P. M. Mr. Jones, seconded by Mr. Smyth, moved that the Board do now take a recess for fifteen minutes.

The motion prevailed unanimously and the Board thereupon took a recess.

REPORTT IN REFERENCE TO STOPPAGE OF PUMPING ON ILLINOIS AND MICHIGAN CANAL AND NULLIFICATION OF AGREEMENT WITH CANAL COMMISSIONERS.

On reconvening Mr. Carter presented the following

MAJORITY REPORT:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering respectfully reports a recommendation that the President of the Board of Trustees of the Sanitary District of Chicago be ordered to notify the Illinois and Michigan Canal Commissioners that the Sanitary District will cease pumping water for the season of 1900 for the Illinois and Michigan Canal on the 15th day of November next, this date being considered the close of navition for 1900

Your Committee also begs leave to report that the President of the Sanitary District be ordered to notify the Illinois and Michigan Canal Commissioners that on the 24th day of October, 1900, the Board of Trustees of the Sanitary District received an opinion from the Attorney and General Counsel of the Sanitary District, in which they state that it is their opinion that the contract of December 21, 1899, between the Sanitary Commissioners of the Illinois and Michigan Canal is in excess of the powers of the District, void and of no legal effect.

Respectfully submitied,

(Signed) Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
J. P. MALLETTE,
WILLIAM BOLDENWECK,
Committee on Engineering."

Mr. Carter, seconded by Mr. Wenter, moved that the majority report be adopted.

In the same connection Mr. Jones presented the following

MINORITY REPORT:

To the Honorable the Board of Trustees:

GENTLEMEN,— The undersigned are

gratified at the disposition now manifested by the Board to repudiate the obnoxious obligations forced upon the Sanitary District by the Canal Commissioners on the 21st of last December, and which were agreed to by the signers of the above report, despite our solemn protest on that occasion. However, it is never too late to mend a wrong or protect the public treasury, and the undersigned extend their congratulation that, even at this late day, the majority Trustees have seen the error of their ways and decided to resist the rapacity of the Illinois and Michigan Canal Commissioners and refuse further tribute to their extortionate demands. We regret, however, that the wisdom of seeking the advice of our legal department was not recognized by the majority on December 21, 1899, before entering into this contract and before expending the amount of $110,000 in carrying out an agreement now unanimously declared by our attorneys to have been utterly null and void from the beginning.

The undersigned make the following recommendations:

1. That the maintenance of the Canal Pumping Works at Bridgeport cease—not on November 15th, as recommended by the majority, but immediately.

2. That our legal department be directed, in accordance with the opinions of our attorneys, to confess immediately the allegations of the petition in chancery now pending in the Cook County Circuit Court by which an injunction is requested against further illegal expenditures under this contract.

3. That a petition be prepared for presentation to the next General Assembly of Illinois asking that the amount of $100,000 be appropriated and refunded to this Sanitary District as repayment of the amount illegally expended under this contract forced upon this Board—and acceded to by the majority under the feeble pretense of coercion.

We conclude by again expressing our regret that the majority on that occasion did not stand firmly to the end against this policy of coercion and in defense of the sacred interests of the taxpayers entrusted to their hands.

(Signed) ALEX. J. JONES,
JOS. C. BRADEN,
THOMAS A. SMYTH."

Mr. Jones, seconded by Mr. Smyth, moved, as a substitute, that the minority report be substituted for the majority report.

On roll-call on the substitute motion of Mr. Jones the vote stood: Yeas—Messrs. Braden, Jones and Smyth—three. Nays—Messrs. Boldenweck, Carter, Eckhart, Mallette and Wenter—five.

Upon this result the President declared the motion to substitute lost.

On roll-call on the original motion of Mr. Carter for the adoption of the majority report, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Mallette, and Wenter—five. Nays.—Messrs. Braden, Jones (*except as to that part of the majority report providing for the stoppage of pumping, on which he voted "Yea"*) and Smyth—three, (*except as above stated.*)

Upon this result the President declared the original motion carried.

Before the conclusion of the roll-call permission was granted by unanimous consent to all members so desiring to file an explanation of their vote or report on the matter, and, in accordance with the same, the following explanation has been received:

BY MR. MALLETTE:

"In explanation of my vote I desire to respectfully state that I would be in favor of the Sanitary District performing all of its obligations under the contract of December 21, 1899, but, inasmuch as the General Counsel and the Attorney of the District have advised us that the contract is illegal, I feel it to be my duty to submit to such opinion.

In order, however, that there may be no injury done to third parties in no way responsible for the conditions which exist, and by these parties I mean the owners of boats now in transit on the Illinois and Michigan Canal, I am in favor of continuing the pumps at Bridgeport, in order to maintain navigation on the Summit Level until the 15th day of November, 1900.

When the contract of December the 21st, 1899, was made it was my opinion and belief that the Legislature of the State did not by the act under which the District has been organized intend that the construction work of the District should impair navigation on the Illinois and Michigan Canal, and therefore I voted with the majority for the contract."

Under the same permission, the follow-

ing supplemental report has also been received:

"CHICAGO, October 31, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The members of the majority of your Committee on Engineering beg leave to make the following supplemental report.

The opening of the Drainage Canal has been a blessing to the population of the City of Chicago. The benefits of the Canal had not been made available until the wise, unselfish and appropriate action was taken by the majority of the Board of Trustees, when, on the 21st day of December, 1899, it caused an agreement to be entered into with the Canal Commissioners of the Illinois and Michigan Canal, whereby said Commissioners would waive their undisputed right, sustained by a decree of court, of preventing this District from letting the water from our Channel through the Upper Basin in Joliet and through the City of Joliet before the work of the District had been finished. It is a fact that cannot be disputed that at the points where the State of Illinois' interests were involved the work was far in arrears, in fact so incomplete that the volume of water that could be taken care of was barely sufficient to comply with the requirement of the law, much less to take care of the flood waters of the Upper Desplaines Valley.

It would require a voluminous document to state in detail the amount of work which had to be done by the District to comply with said decree of Judge Hilcher. While the water was permitted to run through the City of Joliet, it is nevertheless true that even at this very day the work in that city is not entirely finished. In the face of these conditions and other obstacles of even a more serious and critical nature, the Channel was opened, not by means of resorting to what would be long drawn out litigation, but by the prompt and judicious action of the majority of the Board of Trustees, thereby averting a serious crisis which would have delayed the opening of the Channel for an indefinite time, and the taxpayers of this District, after having made an expenditure of $34 000,000, would have been deprived of the benefits of pure drinking water which they now enjoy, and the enormous death rate due to impure and contaminated water would have continued, to say nothing of the misery and suffering of the victims so inflicted.

Why Special Efforts Were Made to Open the Drainage Canal on or About December 1st, 1899.

During the latter part of 1898 it was clearly foreseen that only by extraordinary efforts on construction would it be possible to open the Canal before the close of 1899. The constant agitation of lake levels and other fears of a similar nature on the part of some people, outside of Chicago, made the opening of the Canal a foreshadowing event. The City of St. Louis, through its daily press, printed the most harrowing tales of the consequent results on their water supply after the Channel would be opened. St. Louis also sent an official delegation to Chicago to investigate the condition of the Chicago River and the sanitary condition in general of our city, and they made their report and had copies thereof printed in which they foretold the terrible conditions that would befall the people of St. Louis on the opening of the Canal. It was commonly maintained in the press, and otherwise, that no water could be drawn from the lakes, save by Congressional action. Major Marshall, then stationed in Chicago and representing the Federal Government, was very frank in the expression of his views on the Canal, but his attitude was not one that gave much comfort to the Trustees of the Sanitary District. To draw water from the lakes required a permit from the National Government. The opening of the Canal was set December 1st, or before, for the reason that Congress would not then be in session, and to obtain permission from Congress was considered a very hazardous undertaking, owing to the animosity of St. Louis and other large and powerful interests.

The then Secretary of War, Honorable R. A. Alger, on the recommendations of General Wilson, Chief of United States Corps of Engineers, granted a permit to draw the water from Lake Michigan on or before December 1st, 1899, subject, however, to any action that might be taken by Congress—thanks to the efforts of some of the members of this Board and such patriotic citizens as Mr. H. H. Kohlsaat

and others. This permit was given on the 8th day of May, 1899, and haste had to be made in order that the District might avail itself of the same, and progress was made. The work was prosecuted night and day; extra large compensations were paid to contractors to finish in time for the opening on December 1st, 1899, but, notwithstanding, when the time arrived the work was not complete.

Although the members of the Board assumed a bold front and claimed with some justification that the work was nearly completed, the Special Commissioners, appointed by the Governor of the State under the Drainage Act, made their first preliminary report to the Board under date of November 28, 1899 (page 6135 of Proceedings), wherein they set forth the unfinished points along the Canal, and particular attention is called therein to the Sections 17 and 18, which are below the Controlling Works in and above the City of Joliet, which work is covered by the decree of court of Will County, which reads as follows:

"DESPLAINES RIVER.

12. The work on the Tail Race below the Controlling Works at Lockport is very nearly completed.

13. At Joliet a large amount of work still remains to be done in connection with the construction of Dam No. 1, and also in connection with the construction of the Channel below this dam. The dam itself is not yet completed, a large amount of rock remains to be excavated in connection with the construction of the Tail Race, and also about 15,000 cubic yards of rock remain to be excavated from the Channel below the dam.

14. There is also a considerable amount of work remaining to be done in connection with the construction of the bridges at Joliet.

In the above has not been included any of the work of cleaning up or repair."

In our answer to said Commissioners (page 6140 of Proceedings), which was signed by all the members of the Board, we frankly acknowledged the unfinished condition of the work classified from Section 1 to 17 inclusive, and in regard to the work in Joliet we replied denying their jurisdiction over said work in the following language:

"As we have above stated, we do not regard the work of the Sanitary District south of the upper pool, and for the purpose of conducting the water through the City of Joliet without injury to property owners and the municipality, as within the purview of inspection of your Board of Commissioners; but for the information of your Honorable Body we will state that the work of the Sanitary District at all points in the City of Joliet is being prosecuted with the greatest possible vigor to an early completion."

While the question of jurisdiction by the Special Commissioners may be debatable, yet in all candor it must be admitted that all of said construction had to be finished before any water could be turned through the City of Joliet.

The Illinois and Michigan Canal Commissioners, by reason of the decree of court, demanded the completion of all of the work before turning the water down to them. The position of our Board with reference to the demand of the Commissioners of the Illinois and Michigan Canal afforded no debatable ground. It was a clear case against the District in the shape of a decree handed down b Judge Hilcher, of the Circuit Court of Will County (see page 5328 of Proceedings). In this decree of court, all the work is clearly stipulated and itemized. As the Canal Commissioners had the law on their side, the Sanitary District had no alternative but to obey the same. To carry out the law and perform all the work according to the decree meant a delay of from five to six months, and if the very best progress were made it would have thrown the opening of the Canal to a date not earlier than June 1st, 1900. These were some of the conditions that existed, and there seemed no escape from them. A number of conferences took place between the Illinois and Michigan Canal Commissioners, the Sanitary District Trustees, Governor Tanner and the Special Commissioners.

The question of maintaining the "Summit level" became a matter of contention. Much discussion was had on this subject, and a final solution was reached only after the Attorney General of the State filed papers to restrain the Sanitary District from turning the water in the Main Channel, because adequate provision had not been made for the maintenance of the said "Summit level." The report of the ma-

jority of your Committee, adopted on December 21st, 1899, is as follows:

"THE MAJORITY REPORT:

CHICAGO, December 21, 1899.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Engineering beg leave to report that, after a careful consideration of the pending differences between the Canal Commissioners of the Illinois and Michigan Canal, which were recently raised by their information filed by the Attorney General on behalf of the people, asking for an injunction to restrain the Sanitary District from turning the water into its Main Channel prior to making some adequate provision for the maintenance of the Summit Level, we believe the proposed contract will definitely settle all of the salient disputes now existing between the Trustees of the Sanitary District and the Canal Commissioners, and thus put an end to a most harassing and annoying litigation, and which will enable the Trustees of this District to carry out promptly and effectively their solemn obligations to the tax-payers of the Sanitary District. The questions involved in the litigation are not wholly free from doubt, and we are firmly convinced that, unless an amicable adjustment of these questions is made, the Trustees could not safely move towards the opening of the Channel until the litigation has been passed upon by the Circuit Court of Appeals and, perhaps, by the Supreme Court of the United States.

Under the terms and conditions of the proposed contract the Sanitary District is only required to supply a sufficient volume of water to the Illinois and Michigan Canal to maintain navigation, and, when executed, the District will have the right to complete all the work required by it to be done under the decree of the Circuit Court of Will County in the Upper and Lower Basins and through the City of Joliet after the water has been turned into the Main Channel. In our judgment the great object of the Trustees, that is to say, the turning in of the water into the Main Channel of the District, will be accomplished by executing the proposed agreement and thereby eliminating from the difficulties which now confront us all difference of opinion which exists between the Trustees of the Sanitary District and the Canal Commissioners.

Your Committee therefore recommends to your Honorable Body that the President and Clerk of the District be directed to execute said contract, a draft of which is hereto attached in duplicate, and that the Clerk of the Board be directed to deliver a copy of said contract so executed to the Canal Commissioners, upon receiving from them a copy of said contract executed by their President and Secretary.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
THOMAS KELLY.
WM. BOLDENWECK,
FRANK WENTER,
Committee on Engineering."

However, before said agreement was signed a temporary injunction was filed and the case was argued before Judge Tuley and the injunction denied. The question of the "Summit Level" being out of the way, the Sanitary District was nearer its goal of opening the Canal. The Canal Commissioners entered into an agreement whereby the District was permitted, under certain restrictions, to finish the work after the water was turned in the Canal (see page 6199 of the Proceedings).

In the meantime all efforts were concentrated on that part of the construction work which had been pointed out by the Special Commissioners in their preliminary report of November 28, 1899.

From December 1st, 1899, on the Board of Trustees were in constant fear of some action in Congress, one of our Chicago Congressmen having advised immediate action for the opening of the Canal. St. Louis assumed a very threatening attitude, and our apprehensions were not without justification as subsequent events proved. In the latter part of December, 1899, very threatening reports came from Washington. The Congressman representing St. Louis, who had on previous occasions made every conceivable effort to get the Secretary of War, General Alger, to rescind the permit already given, were now very active to have Congress pass on the matter. The Board of Trustees fully realized the perilous position, and on New Years Day, 1900, after much search by wire and telephone, the Trustees reached Col. Lambert, and an immediate conference was arranged to take place in the evening at the Hotel Munroe in the City of Joliet, for the purpose of securing the necessary permit to open the Channel.

A lengthy conference was had between the Special Commissioners and the Sani-

tary District Trustees that night. The Trustees demanded the permit to turn the water down the valley, but the Special Commissioners would not accede thereto because it was claimed by them that the work on the Channel had not been finished in accordance with law and that the incomplete state of the work would not warrant such action on their part. After much argument sustaining the dangerous position of the opening of the Canal should Congress take action, the Trustees were finally given to understand by the Special Commissioners that no notice would be taken by said Commissioners if the Trustees did fill the Channel with water, but they strictly charged us that in no event would they allow the gates at Lockport to be lifted without the permit from the Governor, which permit we all knew could not be obtained until the Special Commissioners had made a favorable report to the Governor.

On the next morning, January 2nd, 1900, at 10:35, the barrier at the Chicago end of the Channel was cut away and the water of Lake Michigan rushed into the new cut Channel. While the water was filling up the Channel the work was rushed night and day with a view of completing its unfinished parts. Some of the bridge piers were not complete and a good deal of other work on Sections N, O, 17 and 18 had not been finished, but the contractors were urged and did their utmost until their workmen were driven out by the water now raising up to them. On January 15th, 1900, the last obstructions were removed and the lake level extended to the gates of the Controlling Works at Lockport.

On the afternoon of January 16th, the Trustees were hurriedly called together, because reliable information had reached them that on the next morning an injunction would be asked for in the United States Circuit Court for the Northern District of Illinois by the officials of the City of St. Louis, restraining the District from lifting the gates at Lockport, and thereby preventing the turning of the water down the Illinois and Mississippi Rivers. It was learned that a similar action would be taken by the State of Missouri before the Supreme Court of the United States. Thereupon, the Trustees made every conceivable effort to secure a meeting with the Special Commissioners and obtain from them their favorable report to the Governor that the latter might issue his permit to open the Channel. Very early on the morning of January 17th, a journey was made to Joliet by special train, where the Trustees met the Special Commissioners at the Hotel St. Nicholas. There the situation was fully explained to the Commissioners, and they finally but reluctantly wired to the Governor, certifying to the completion of the Channel. After some delay, word came back from Springfield by telephone and wire granting the permit. At about 10:35 A. M. of the same day, the gates and the Bear Trap Dam were lifted, and the waters of Lake Michigan flowed towards the Gulf of Mexico.

Sixteen minutes later (on information received from Judge William Springer, our counsel at Washington, D. C.), a bill was filed in the Supreme Court of the United States by the State of Missouri, for the purpose of restraining the Sanitary District of Chicago to lift the gates at Lockport, and another bill was filed in the Circuit Court of the United States for the Northern Division of the Northern District of Illinois.

The events that have been enumerated herein show conclusively the perilous position the Sanitary District was placed in, and that there was no time to litigate with the Canal Commissioners. Nothing could have been gained by litigation, except delay, and that we did not seek—we could not quarrel over who should carry the water while the house was on fire. We could not, nor would we, carry chips on our shoulders spoiling for a legal fight with the Canal Commissioners when the most threatening dangers existed of having the opening of the Channel delayed indefinitely either by orders of courts or by action of Congress. Therefore we entered into that agreement with the Canal Commissioners with whom the Board of Trustees had been litigating for more than two years, and, if the minority had had their way, another law suit would have followed, and it is a question of doubt where her the Channel would be open to-day.

That we had a legal right to enter into said agreement with the Canal Commissioners was not denied by the minority in their report of December 21, 1899, wherein they dissent from the views of the ma-

jority. The members of this Board in most instances, by a unanimous vote, paid large extras to contractors to have the Canal finished on or before December 1st, 1899 For what? Simply to have it finished? No! The Board made these outlays to give the people of this city sanitary relief. Consequently, every impediment which stood in the way of the opening of the Channel, whether of a physical or a legal nature, was removed in order to come nearer to the point. The rights that the Canal Commissioners had could not be taken from them, owing to the unfinished condition of the work at Joliet. Their objection to the opening of the Channel at that time was one of the greatest obstacles in the way, and it must be said that there was some justice in their demand that we should not destroy navigation on the Illinois and Michigan Canal. As a matter of fact, the Sanitary District through the opening of the Channel lowered the water at the entrance of the lock at Bridgeport, about two and one-half feet.

From a financial standpoint the people of Chicago have saved an immense sum of money by the early opening of the Channel.

First—The expenditure at the time of the opening was approximately thirty-two million dollars, and the interest on that outlay of money from which the people had heretofore received no benefit amounts to as follows:

At 4 per cent interest for 1 day.....	$ 3,506 85
At 4 per cent interest for 30 days.....	105,205 50
At 4 per cent interest for 60 days.....	210,411 00
At 4 per cent interest for 90 days.....	315,616 50
At 4 per cent interest for 120 days.....	420,822 00
At 4 per cent interest for 150 days.....	526,030 50

Second—In addition to the financial gain to the people, stands the most important and striking gain in the radical reduction of the heretofore appalling death rate of this city, and the suffering and misery connected therewith. The following table shows the decrease in the number of deaths directly traceable to impure water:

	Acute Intestinal.		*Typhoid Fever*	
	1899.	*1900.*	*1899.*	*1900.*
January.....	47	74	39	17
February.....	95	60	29	19
March.....	82	55	18	27
April.....	97	60	32	22
May.....	82	89	36	17
June.....	266	101	29	20
July.....	646	375	35	23
August.....	462	533	59	32
September.....	436	488	78	39
October (two weeks)..	73	104	26	18
Totals.....	2,286	1,939	381	284
Decrease.....		347		147

During the month of October, 1900, according to the last report of the Health Department of this city, there were 1,802 deaths in the city, which gives a monthly death rate of 1.06, while the average death rate for October in the previous ten years was 1.31.

In the two classes of diseases there is a decrease in 1900 of 494 lives. In typhoid fever, the direct result of water impurities, the decrease is 30 per cent and in the other classification 15 per cent. Aside from the direct causes, how many more escaped the poisonous microbes which plant the seeds of death can only be judged by the material reduction in the mortality in our city.

Dr. Arthur R. Reynolds, Commissioner of Health, in a letter dated April 7th, 1900, said this: "I have no reliable means of obtaining the data as to the sickness of the community. We deal entirely with the mortality. The mortality from the impure water diseases has been less since the opening of the Canal than before, but it is too soon to compile any figures based upon the mortality that would be conclusive evidence."

Dr. F. M. Reilly, Assistant Commissioner of Health, under date of October 21st, 1900, said: "These figures (referring to the table last above set forth) are more than a mere coincidence. They demonstrate a benefit from the Drainage Channel that was not expected. We have always regarded the lake pollution as coming from the sewers that flow into the lake from the adjacent territory. This pollution still exists, and will until the conduits and intercepting sewers are completed. That an immediate result in the health of the city should be attained is a surprise as great as the gratification. In the old days we were not apprehensive of the outflow from the Chicago River in ordinary periods, for the matter, while foul, was thoroughly decomposed and not freighted with disease germs. The benefit we now receive arises from the constant inward current of the river. A heavy rain in the old days would send the contents of the river out into the lake and pollute all of the pumping stations. The sanitary agency of the Channel when all of the sewers are turned into the river will be marvelous in protecting the people from disease."

Dr. Adolph Gberman, the bacteriologist of the City Health Department, said under the same date: "Our daily analysis of the water samples taken from the cribs began to show the effect of the Drainage Channel almost immediately. Our analyses are now constant in their results. Formerly they were variable. When the wind blew from the south or west and lowered the lake level we found an increased pollution. Heavy rains had a like effect upon the water supply. The warning to boil the water has seldom been given since the opening of the Channel. The decrease in intestinal disorders and typhoid fever is co-related to our tables of water analysis since last January."

Third—The standing of this city before the country and the world has received a marked impetus for the better. The Chicago River was a much maligned stream and was held up by our envious friends and enemies as a reproach to the city. The present situation is a revelation of surprise, and the good attained thereby cannot be measured in dollars and cents, to say nothing of its moral and ethical effect.

Fourth—The presentation of the memorial to Congress, which was followed by the introduction and passage of a bill in Congress for the survey for a deep waterway through the Illinois valley, and the final inspection of the Channel by the Congressional Committee on Rivers and Harbors, was only made possible by the early opening of the Channel before Congress got fairly organized, and thereby eliminated the powerful elements that stood in opposition to the Channel for want of faith in its good results, practicability and usefulness as a waterway, and doubts were dispelled which had been raised by the opponents of a deep waterway from the Lakes to the Mississippi River and the Gulf.

(Signed) FRANK WENTER,
B. A. ECKHART,
THOMAS KELLY,
ZINA R. CARTER,
WM. BOLDENWECK."

COMMUNICATION FROM THE CLERK OF THE VILLAGE OF SPRING FOREST.

The Clerk presented a communication, dated Oct. 30, 1900, from J W. Rust, Village Clerk of the Village of Spring Forest, which, by unanimous consent, was referred to the Committee on Engineering, without printing.

COMMUNICATION FROM THE CITY COLLECTOR OF JOLIET IN REFERENCE TO JUDGMENT FOR TAXES.

The Clerk presented a communication, dated October 29, 1900, from Henry Banzet, City Collector of the City of Joliet, in reference to a judgment for special assessment rendered against the District, which, by unanimous consent, was referred to the Committee on Judiciary without printing.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Mallette, the Board then adjourned.

C. R. Porter.,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 7 AND 9, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, November 7, 1900, at 2 o'clock P. M.

On roll-call Messrs. Carter, Eckhart, Kelly, Mallette and Wenter—five members—were present.

In the absence of the President, the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr, Wenter, seconded by Mr. Kelly, moved that Mr. Z. R. Carter be elected temporary chairman.

The motion prevailed unanimously and Mr. Carter was declared duly elected and thereupon took the chair.

ADJOURNMENT TO SPECIAL TIME.

Mr. Mallette, seconded by Mr Eckhart, moved that when this Board adjourns, it shall adjourn to meet Friday, November 9, 1900, at 2:00 P. M.

The motion prevailed unanimously.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Mallette, the Board then adjourned.

A. R. Porter.
CLERK

ADJOURNED MEETING.

The adjourned session of the five hundred and fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Friday, November 9, 1900, at 2 o'clock P. M., pursuant to adjournment.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter — eight members, were present, Mr. Braden arriving subsequently.

MINUTES.

The minutes of the regular meeting held October 24, 1900, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Heldmaier & Neu (Section 17, Oct. 15, 1900.)	$ 1,193 50	
Lydon & Drews Company (deepening West Fork, etc.)	2,056 15	
Lydon & Drews Company (Chicago River improvement)	7,542 50	
A. & P. Roberts Company (Eight-Track Bridge)	9,451 70	
The Canal Commissioners (use of dredge)	1,823 00	
Heggie Bros. (Section 18, gate)	479 10	
Heggie Bros. (counter weights)	56 60	
Isham Randolph (Pan Handle Bridge, etc.)	697 53	
	$	23,300 08

ENGINEERING DEPARTMENT.

Peter Heer (sounding rod)	$ 11 00	
Benz & Rossbach (water measuring machines)	11 90	
Isham Randolph (traveling)	23 00	
Chicago Towel Supply Company (toweling)	28 95	
Ralph Modjeski (professional services)	146 34	
	$	221 19

GENERAL ACCOUNT.

John F. Higgins (printing Proceedings)	$ 269 30	
Isham Randolph (telephone system)	1,787 50	
	$	2,056 80

POLICE DEPARTMENT.

E. J. Coen (expense)	$	64 21

MAINTENANCE ACCOUNT.

W. B. Crane & Co. (propelling wheel pump)	$ 75 80	
Isham Randolph (labor, warehouse)	24 00	
Isham Randolph (labor, Bridgeport pumps)	436 39	
The Carl Anderson Company (repairs Bridgeport pumps)	244 81	
	$	781 00
Grand Total	$	26,423 28

Mr. Carter, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones (*except as to voucher in favor of A. & P. Roberts Company for $9,451.70 on which he was excused from voting; and vouchers in favor of Isham Randolph for $436.39 and The Carl Anderson Company for $244.81, on both of which he voted nay*), Kelly, Mallette, Smyth (*except as to vouchers in favor of Isham Randolph for $436.39, and the Carl Anderson Company for $244.81, on both of which he voted nay*), and Wenter —eight —(*except as above stated*). Nays — none —(*except as above stated*).

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO ADVERTISEMENT FOR BRIDGES.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, November 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that it deems it advisable that proposals for bids be advertised for the construction of bridges across the Chicago River at Canal, Main and Harrison Streets and Ashland and California Avenues.

The Committee recommends that the Chief Engineer be directed to prepare plans and specifications for each of said bridges and to cause the same to be published in conformity with the statute at the earliest possible date.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.

Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,

Committee on Engineering."

Mr. Wenter, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart (*except as referring to Bridge at California Avenue, on which he voted nay*), Jones (*except as referring to bridge at California Avenue, on which he voted nay*), Kelly, Mallette (*except as referring to bridge at California Avenue, on which he voted nay*), Smyth and Wenter—eight (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REPORT CONCERNING MEMORANDUM IN REFERENCE TO DEEP WATERWAY.

Mr. Wenter, Chairman, presented the following

REPORT:

"CHICAGO, November 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Federal relations herewith reports a memorandum prepared for the purpose of considering the project of the deep waterway connecting the waters of Lake Michigan by means of the Drainage Channel, the Desplaines and Illinois and Mississippi Rivers with the Gulf of Mexico. The memorandum is addressed to J. W. Barlow, Colonel, Corps of Engineers, and Majors J. H. Willard and C. McD. Townsend, U. S. A., constituting a commission for the purpose of considering the project mentioned.

Your Committee recommends that the same be subscribed by each member of the Board of Trustees and that it be printed in the Proceedings of the Board; and that a copy thereof, signed by said Board of Trustees, be forwarded to said Commission at an early date.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

B. A. ECKHART,
Z. R. CARTER,
JOS. C. BRADEN,
ALEX. J. JONES,
THOMAS KELLY,
THOMAS A. SMYTH,
WM. BOLDENWECK,

Committee on Federal Relations."

The following is

THE MEMORANDUM:

"CHICAGO, October 20th, 1900.

J. W. Barlow, Colonel, Corps of Engineers, U. S. A., Chairman; J. H. Willard, Major, Corps of Engineers, U. S. A.; C. McD. Townsend, Major, Corps of Engineers, U. S. A. Board of Engineer Officers Organized for Consideration of a Waterway in the Illinois River:

GENTLEMEN — Prior to the construction of the Chicago Sanitary and Ship Canal, every argument in favor of a deep waterway channel from the great lakes to the Mississippi River was balked by the estimated cost of cutting through the divide between the lake basin and the Illinois Valley Watershed. There lay a barrier, massive and defiant, presenting to the lake a sturdy front of clay and glacial deposit sustained by a backing of many miles of solid rock. This lay at the very threshold of an enterprise which has enlisted the wisdom of statesmen and the ingenuity of engineers since the century, just ending, was in its early youth. The prowess of a

single city has removed that barrier and the rift in those immemorial formations of clay, drift and rock is to-day more eloquent in its logical appeal for a continuation of what Chicago has commenced than any human utterance can be. To-day a river deeper than the draft of any lake vessel and wide enough to float, three abreast, its broadest beams, is flowing westward and spilling its waters into the Illinois basin where they must flow on, wide, shallow and useless to commerce, because no proper channel garners the waters which should be contributing to the nations wealth by doing the nations work.

The Chicago Sanitary and Ship Canal is supplied from Lake Michigan through the Chicago River. The new Channel connects with the old river at Robey Street in the City of Chicago. The length of this Channel proper is 28.05 miles, ending at the Controlling Works near Lockport, in Will County. The first division of the work, from Robey Street to Summit, 7.8 miles, is through clay, and this stretch has not been excavated to the full cross section proposed for the work, but is 110 feet wide at the bottom, with side slopes of two (2) feet horizontal to one (1) foot vertical, giving a resulting width at the water line, with the minimum depth of twenty-two feet of water flowing, of 198 feet.

The second division is through glacial drift from Summit to Willow Springs, a distance of 5.3 miles. This division has a cross section of 202 feet on the bottom, with side slopes of two (2) feet horizontal to one (1) foot vertical, giving a surface width of 290 feet, with the minimum depth of 22 feet of water flowing. The gradient used for the 13.1 miles just described is one (1) foot in forty thousand (40,000), or approximately 1⅝ inches per mile.

At Willow Springs solid rock is encountered, and from that point to the end of the Channel at Lockport, a distance of 14.95 miles, the standard cross section is 160 feet wide on the bottom, sides carried up vertically with two off-sets on each side of six inches each, giving a resulting surface width of 162 feet. For about seven miles the Channel is in thorough rock cutting and along the rest of the distance massive walls of masonry have been reared on the underlying rock. The gradient in rock is one (1) foot in twenty thousand (20,000) feet, or approximately 3¼ inches per mile.

The Controlling Works at the end of the Channel consist of one bear trap dam one hundred and sixty (160) feet long, capable of oscillating through a range of seventeen (17) feet; seven lifting gates, each having an opening of thirty-two (32) feet, and spaces provided for eight additional gates should they ever be needed. All of these devices are of massive and durable constructlon. The location of these works was planned with a view to the future extension of the Main Channel as a navigable waterway.

The Main Channel is spanned by thirteen bridges, six of which are for public highways and seven for railway traffic. Of these latter one carries eight railroad tracks, one carries four tracks and the remaining five two tracks each. The eight-tracks bridge is a bascule bridge of the Scherzer type, all of the others are swing bridges; those spanning the earth Channel have center piers, but in the rock Channel there is no obstruction as all of the pivot piers are built on the right bank, and one arm of the bridge spans the entire Channel. Every interest of navigation has been carefully considered and conserved in the planning and executing of the work.

From Lockport to the Upper Basin at Joliet the declivity of the valley is about thirty feet (deduced from original surface at Controlling Works to water surface in Upper Basin), and the distance four and one quarter miles. The Sanitary District diverted the course of the Desplaines River below the Controlling Works for a distance of about fifty-four hundred (5,400) feet, providing for it a straight and wide but shallow channel, the left or easterly bank of which is carried up as a levee to a height well above any possible flood surface. From the Wire Mills Road at the end of the shallow channel just described to a point about twelve thousand feet further down stream the District has done no construction work, as it was cheaper to flood the lands which it had acquired than to excavate a channel capable of confining the waters within narrow bounds. The flooding policy had to be abandoned just south of the point where the Elgin, Joliet and Eastern Railroad crosses the river, and from there on a channel has been excavated for a distance of five thousand (5,000) feet to a junction with the Upper Basin (formed by Dam No. 1) in Joliet. The distance from the confluence of the new channel just described to Dam No. 1 is about twenty-three hundred (2,300) feet. This basin has been dredged to give a cross section sufficient to pass the com-

bined flow from the Sanitary Channel and the maximum flood of the Desplaines River. Below Dam No. 1 the Desplaines River has been widened to two hundred (200) feet; Dam No. 2 and the Adams Dam have been entirely removed, and the sides have been protected either by concrete retaining walls or massive levees. The work of the Sanitary District ends at Hickory Creek, nine thousand six hundred (9,600) feet below Dam No. 1.

But the work and expenditures of the Sanitary district have not been limited to the Main Channel and the Desplaines River. The Chicago River has come within the scope of its plans, that river which connects Lake Michigan with the Main Channel has already been given a navigable depth of twenty feet below a line sloping from datum at Lake Street to minus 2.5 at Robey Street, a distance of five and six-tenths miles. The tunnels, however, prevent the use of this stretch of Channel by vessels drawing over 17 feet. Provision for flow has been made by widening at many contracted places and by constructing a By-Pass between Adams and Van Buren Streets. Plans for progressive improvement of this river by deepening, widening and removing center pier bridges and substituting therefor bridges of the bascule type have been adopted by the Board of Trustees of the Sanitary District. Two of these bascule bridges are now under construction, and the District is committed to the construction of seven more. The benefits of these improvements, which are to cost many million dollars, are incalcuable to the shipping interests of the great lakes.

Having given this brief but comprehensive description of the work of the Sanitary District, it is proper to give a few statistics showing its magnitude and cost. The volume of excavation foots up 43,736,370 cubic yards divided as follows:

	Glacial Drift.	*Solid Rock.*
Chicago River, from Lake Street to Robey Street....	1,382,965	
Main Channel, from Robey Street to Lockport.....	26,887,317	12,276,026
Lockport to Hickory Creek.	558,172	571,871
River Diversion.....	1,801,339	258,659
	30,629,823	13,006,556

The volume of the Retaining Walls constructed foots up to 388,405 cubic yards. The average cost of glacial drift excavation on which prices ranged from 19 cents minimum to 50 cents maximum was 28.29 cents per cubic yard. On solid rock the prices ranged from 59 cents up to 95 cents per cubic yard, and the average cost was 74.99 cents. On retaining wall the prices ranged from $2.74 up to $4.05 per cubic yard, and the average price was $3.29 per cubic yard.

The total expenditures of the work of the Sanitary District up to October 1, 1900, is as follows:

Construction	$21,909,504 22
Bridges	2,425,012 05
Right of way.....	3,187,940 46
Engineering and administration	2,907,896 52
Capitalization and maintenance of bridges....	282,196 20
Maintenance account	157,622 68
Interest charges, net.....	3,389,072 38
Total.....	$34,269,244 51

The economies shown in the construction of this great work were made possible by the use of improved machinery, nearly all of which came from the inventor in response to the needs of this enterprise, and those machines which were in use prior to their employment here underwent a fuller development and were brought to a higher stage of perfection to meet the harder requirements imposed upon them in this widest field of usefulness to which they had ever been called. The great volume of the work justified the enormous investment in mechanical appliances. Estimates on the cost of constructing work like this and its extension based upon precedents in force prior to the beginning of the last decade must be revised and scaled down and the engineer must reckon on the use of hydraulic dredges for alluvial deposit, monster steam shovels for digging glacial drift, channeling machines for the sides of rock channels, drills driven by compressed air, and dynamite to complete their work. Cableways, cantilever cranes, inclined hoists for removing the excavated materials and the whole retinue of minor devices used to cheapen and expedite the work. But the cheapening of construction is not alone in the use of improved machinery and methods. There is a reduction also in the cost of materials used in construction, and in nothing is this more marked than in that great staple, Portland cement. America is no longer dependent upon England and Germany for this product. Our own raw materials are now converted into a product which meets all the tests essential to the character of a first-class hydraulic cement, and the product can

be laid down at any station on our lines of railway and water transportation for less than two ($2.00) dollars per barrel, with the tendency of price downward. As a consequence Portland cement concrete is being used in much of the important masonry now being constructed throughout our land. As object lessons in its successful use, the locks on the Hennepin Canal stand as monuments in our own country and the ship locks of the Soulonges Canal in Canada. That it is recognized by our army engineers as the equal, if not the superior, of other classes of masonry is attested by its use in the most important military defenses on our Eastern coast.

The masonry for lock walls under the old regime must have cost from $18 to $20 per cubic yard; under the conditions which obtain to day first-class concrete construction can be had for $5.00 per cubic yard, which means that the lock and dam works heretofore planned can be done for about one-fourth of old estimates, or that works on a vaster scale can be substituted without increasing those estimates.

The command of ample means to meet all the expenses of a great work, in itself insures economy in construction Where all branches of a great enterprise move in unison, rapidity of progress results and administrative organizations reach their fullest efficiency and show economies not to be attained when, as is too often the case, the work is extended over long periods because funds are not available for prosecuting and bringing it to speedy completion. While the progress of the work of the Sanitary District compares favorably with that of any modern enterprise of approximately equal magnitude, yet it is entirely within bounds to state that the benefits which it bestows, could have been enjoyed at least three years earlier than they were had the financial resources of the District been so available as to permit all of the Channel work to have been put under contract when the first sections were contracted for.

The Sanitary District of Chicago has its existence under the act of the Legislature of the State of Illinois, which has been in force since July 1, 1889. That law is not a narrow enactment designed to provide for local interests only, but it is broad in its scope and conserves the rights and interests of the whole State and Nation.

Section 24 of the enactment provides for Government control of the Channel in the following language:

"When such Channel shall be completed, and the water turned therein, to the amount of three hundred thousand cubic feet of water per minute, the same is hereby declared a navigable stream, and whenever the General Government shall improve the Desplaines and Illinois Rivers for navigation, to connect with this Channel, said General Government shall have full control over the same for navigation purposes, but not to interfere with its control for sanitary or drainage purposes."

That law makes Chicago turn over to the United States Government its entire investment aggregating already, as has been shown, $34,269,244.51, upon one condition, namely, that it shall improve the Desplaines and Illinois Rivers for navigation to connect with this Channel. It remains, therefore, for those who guide the destinies of our common country to say whether the general government shall qualify as the recipient of the greatest and most magnificient gift which a single municipality has ever sought to bestow upon a nation.

(Signed) FRANK WENTER,
WM. BOLDENWECK,
THOMAS KELLY,
J. P. MALLETTE,
ZINA R. CARTER,
B. A. ECKHART,
THOMAS A. SMYTH,
ALEX. J. JONES."

Mr. Wenter, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained theren, concurred in.

The motion prevailed unanimously by a viva voce vote.

COMMUNICATION FROM THE ATTORNEY FOR MRS. ANNA DEEGAN.

The Clerk presented a communication dated November 1, 1900, from B. Galligan, attorney for Anna Deegan, administratrix of the estate of George Deegan, which, by unanimous consent was referred to the Committee on Judiciary, without printing.

COMMUNICATION FROM THE ATTORNEYS FOR THE OMAHA PACKING COMPANY.

The Clerk presented a communication, dated November 1, 1900, from Messrs. Peckham, Brown & Packard, attorneys

for the Omaha Packing Company, which, by unanimous consent, was referred to the Committee on Judiciary.

COMMUNICATION FROM CITY ATTORNEY OF THE CITY OF JOLIET.

The Clerk presented a communication from R. J. Barr, City Attorney of the City of Joliet, dated November 5, 1900, in reference to the opening of a sewer in DeKalb Street.

Mr. Wenter, seconded by Mr. Smyth, moved that the communication be referred to the Committee on Engineering, and that the Chief Engineer be directed to report to the Committee on the matter.

The motion prevailed unanimously and it was so ordered.

COMMUNICATION FROM JOHN F. HERBERT.

The Clerk presented a communication from John F. Herbert, dated November 9, 1900, in reference to a claim for alleged overflow of certain lands, which, by unanimous consent, was referred to the Committee on Judiciary.

COMMUNICATION FROM O. C. SCOTT IN REFERENCE TO THE PURCHASE OF OLD MAP OF THE ILLINOIS AND MICHIGAN CANAL DISTRICT.

The Clerk presented a communication, dated November 5, 1900, from Orion C. Scott in reference to an old map of the Illinois and Michigan Canal District offered for sale to the Sanitary District, which, by unanimous consent, was referred to the Committee on Engineering.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 14, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, November 14, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five members—were present.

Messrs. Braden and Jones arriving subsequently.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held October 31, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Wenter.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

A. & P. Roberts Company (C. T. T. R. R. Bridge)	$ 583 17
McArthur Bros. Company (Pan Handle Bridge)	331 08
C. T. T. R. R. Co (Pan Handle Bridge)	125 00
Chicago Junction Railway Company (Pan Handle Bridge)	64 76
The Belt Railway Company of Chicago (Section K Bridge)	38 37
J. R. Davis (test pits)	756 00

Green's Dredging Company (dredging at Taylor Street)	$ 405 00	
Daniel Sullivan (digging well)	100 00	
Gahan & Byrne (rental of machinery and tools)	114 00	
The Canal Commissioners (flat boat destroyed)	150 00	
F. Munch (coal)	38 30	
	$	2,705 68

ENGINEERING DEPARTMENT.

John F. Higgins (printing)	$ 4 25	
John H. Batterman (envelopes)	5 75	
A. P. Little (typewriting paper)	8 50	
Robinson & Smith (printing)	14 75	
P. F. Pettibone & Co. (stationery)	33 21	
Thayer and Jackson Stationery Company (stationery)	49 85	
Pearson Bros. (blue prints)	4 97	
A. H. Abbott & Co. (drafting supplies)	6 46	
Keupffel and Esser Company (drafting supplies)	18 60	
Eugene Dietzgen Company (drafting supplies)	40 24	
Sweet, Wallach Company (photo supplies)	7 00	
Central Camera Company (photo supplies)	20 60	
Western Photo Paper Company (photo supplies)	23 85	
Burke & James (photo supplies)	26 72	
The Soper Lumber Company (oak stakes)	2 50	
Eureka Blotter Bath Company (blotter bath)	5 18	
S. J. Stebbins Company (hardware)	3 13	
Hibbard, Spencer, Bartlett & Co. (hardware)	1 56	
Barrett Hardware Company (hardware)	4 89	
Wilcox Bros. (lumber)	3 01	
Geo. B. Carpenter & Co. (paint brushes)	3 15	
Wm. E. Dee (stove pipe)	4 16	
Edmund Kandler & Co. (repairing transit)	12 25	
Henry Gebhardt (repairs)	4 20	
R. Seelig (repairing transit)	25 25	
W. H. Salisbury & Co. (rubber boots and gloves)	12 94	
J. A. McMahon (row boat)	20 00	
Sibley Warehouse and Storage Company (storage)	30 00	
The Canal Commissioners (inspectors)	200 00	
Wm. Trinkaus (expense)	23 32	
W. T. Keating (expense)	22 57	
G. M. Wisner (expense)	37 27	
J. S. Hull (expense)	74 05	
	$	754 18

CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery)	$ 2 50	
The Ryan and Hart Company (printing)	3 25	
Wm. Zeuch & Co. (letter heads)	11 00	
A. P. Little (carbon paper)	6 53	
Cameron, Amberg & Co. (stationery)	79 97	
	$	103 25

LAW DEPARTMENT.

John S. White (witness fee)	$ 5 00	
Edward Thompson & Co. (law books)	6 00	
James D. Cockcroft (law books)	6 00	
Edwards & Hancock (stationery)	11 75	
E. C. Shaw (court reporting)	37 00	
Callaghan & Co. (law books)	11 50	
	$	77 25

GENERAL ACCOUNT.

W. T. Keating (expense, telephone line)	$ 3 20	
John H. Batterman (envelopes)	10 50	
Illinois Staats-Zeitung Company (advertising)	2 76	
Victor F. Lawson (advertising)	5 00	
The Chicago Times-Herald (advertising)	6 00	
The Inter-Ocean (advertising)	9 00	
Chicago Journal (advertising)	12 00	
The Chicago Chronicle Company (advertising)	15 40	
Hearst's Chicago American (advertising)	17 70	
Tribune Company (advertising)	24 30	
H. Channon Company (flag)	7 50	
Chas. Werner (livery)	30 00	
Geo. W. Adelmann (livery)	52 50	
Security Deposit Company (rent, November, 1900)	518 33	
Western Bank Note and Engraving Company (eleventh issue of bonds)	1,497 50	
Daniel G. Geiger (stove pipe, etc., "Juliet")	6 00	
H. Lewis & Co. (oil, "Juliet")	12 60	
Youghiogheny and Lehigh Coal Company (coal, "Juliet")	69 00	
A. W. Palmer (streams examination)	360 66	
	$	2,659 95

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry)	$ 5 00	
Mrs. Bridget Lambert (laundry)	9 00	
D. C. McCarthy (expense)	7 10	
	$	21 10

MAINTENANCE ACCOUNT.

Wm. O'Connell (Controlling Works, supplies)	$ 5 96	
Lydon & Crews Company (towing, Bridgeport pumps)	10 00	
Knickerbocker Ice Company (ice, Bridgeport pumps)	6 06	
M. H. Fairchild & Bro. (soap powder, Bridgeport pumps)	8 49	
R. B. Crouch (oil, Bridgeport pumps)	5 67	
Standard Oil Company (oil, Bridgeport pumps)	11 84	
Crew Levick Company (oil, Bridgeport pumps)	36 75	
Sullivan Oil Company (oil, Bridgeport pumps)	25 20	
H. S. Vrooman (fire brick, Bridgeport pumps)	33 00	
Garden City Sand Company (sand, Bridgeport pumps)	4 00	
Franklin MacVeagh and Company (sundries, Bridgeport pumps)	9 40	
Martin & Moorehead (mantles, Bridgeport pumps)	2 10	
H. M. Hooker Company (glass, Bridgeport pumps)	10 91	
Western Engineers' Supply Company (asbestos, cocks, etc., Bridgeport Pumping Works)	100 64	
City of Chicago (machinist, Bridgeport pumps)	123 00	
Illinois Steam Boiler Works (repairs, Bridgeport pumps)	174 77	
W. J. Freckelton Jr. (coal, Bridgeport pumps)	2,310 60	
City of Chicago (July expenses, Bridgeport pumps)	5,276 91	
	$	8,155 30
Grand total	$	14,476 71

Mr. Carter, seconded by Mr. Eckhart, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM THE CLERICAL DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, November 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of October, 1900:

The total expenditure of the District for the month was $800,037.58, of which amount the sum of $336,617.90 was paid in Regular Warrants and the sum of $463,419.68 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $444,327.32 was for 1899 Tax Warrants redeemed and $19,092.36 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month was $1,097.84, of which amount the sum of $1,068.34 was for salaries and the sum of $29.50 for general office expenses.

The total amount expended for account of, and charged to, the General Account during the month was $8,401.64, divided as follows:

Rent for October, 1900	$ 518 33
Printing	646 95
Streams examination	1,191 31
Salaries	2,938 34
Advertising	91 60
Telephone line	2,339 17
General expenses	675 94
Total	$8,401 64

Of the total Tax Levy Warrants heretofore issued, the following amounts were still outstanding November 1, 1900:

Against the Tax Levy of 1896	$ 10,963 39
Against the Tax Levy of 1899	88,407 92
Against the Tax Levy of 1900	379,209 17
Total	$ 478,580 48

The following is a tabulated statement of total expenditures for the month of October, 1900.

ACCOUNT.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 9,989 86		$ 9,989 86
Construction	58,386 75		58,386 75
Clerical Department	1,097 84		1,097 84
Law Department	3,415 48		3,415 48
Land	36,200 88		36,200 88
Treasury Department	166 67		166 67
General	8,401 64		8,401 64
Police Department	2,385 31		2,385 31
Bond	100,000 00		100,000 00
Interest and premium	32,500 00		32,500 00
Maintenance	8,073 47		8,073 47
The New York Security and Trust Company.	76,000 00		76,000 00
1899 Tax Warrants redeemed		$444,327 32	444,327 32
Interest on Tax Warrants redeemed		19,092 36	19,092 36
Totals	$336,617 90	$463,419 68	$ 800,037 58

Respectfully submitted,

(Signed) A. R. PORTER, *Clerk.*"

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of October, 1900, which by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"*Receipts.*

Balance on hand at date of last report		$ 269,461 72
From A. R. Porter, Clerk, Construction Account	$ 33 00	
From A. R. Porter, Clerk, Construction Account	34 46	
From A. R. Porter, Clerk, Engineering Department	36 25	
From A. R. Porter, Clerk, Account New York Security Trust Company	76,000 00	
From County Treasurer, Sanitary District Tax Account	300,000 00	
From Sale of Bonds, Bond Account	2,375,000 00	
From Sale of Bonds, Bond, Interest and Premium Account	7,965 75	
From Chicago National Bank, Interest Account	606 48	
Home Savings Bank, Interest Account	76 72	
Total cash received for month		$ 2,759,752 66
		$ 3,029,214 38

Disbursements.

Clerical Department	$ 1,103 82	
Treasury Department	166 67	
Engineering Department	9,103 76	
Construction Account	74,596 45	
Law Department	2,668 08	
Land Account	3,331 12	
General Account	10,864 36	
Police Department	2,482 41	
Maintenance Account	4,642 04	
New York Security and Trust Company	76,000 00	
Tax Warrants Paid, Levy 1899	444,327 32	
Interest Paid on Tax Warrants, Levy 1899	19,092 36	
Total cash disbursed,		$ 648,378 39
Balance this date, in banks (as per schedule endorsed hereon)		2,380,835 99
		$ 3,029,214 38

Schedule.

Illinois Trust and Savings Bank	$ 1,162,465 75
Chicago National Bank	792,431 46
Equitable Trust Company	200,000 00
Home Savings Bank	200,000 00
National Bank of Illinois	25,938 78
Total	$ 2,380,835 99

CHICAGO, November 12, 1900. (Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

REPORT IN REFERENCE TO PURCHASE OF PROPERTY FROM CHARLES T. BOAL AND HENRIETTA A. BOAL.

The Clerk presented the following

REPORT:

"CHICAGO, November 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Finance herewith transmits a communication from the Attorney for the District to the Chairman of your Committee concerning the proposed purchase of property from one Charles T. Boal, for the purpose of widening the Chicago River. Your Committee advises that said Boal agrees to deed to the District the property in question at the rate of seventy five (75) cents per square foot, the District to build a dock in accordance with the Government specifications along the line excavated. As supplemental to this agreement, he agrees to settle and compromise all claims for damages on account of delay, etc., in

carrying out the provisions of a former contract. The property in question is described as follows: That part of Lots 21, 22 and 23, in Green's South Branch Addition to Chicago, being the north fractional part of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian (excepting the east sixteen and seventy-two one-hundredths (16.72) acres thereof) lying southerly of a line described as follows: Beginning at a point in the west line of Throop Street, 197.3 feet southerly of the northeast corner of said Lot 23, running thence southwesterly to a point in the west line of said Lot 21, distant 217.37 feet in a southerly direction from the northwest corner of said Lot 21, measured along said west line; excepting from the above described property that part formerly purchased by the Sanitary District of Chicago for the purpose of widening the South Branch of the Chicago River; said property being situated in the County of Cook and State of Illinois; and containing eighty-six hundred and seventy-four and two-tenths (8,674.2) square feet, more or less.

Your Committee recommends that an agreement be entered into between said Charles T. Boal and Henrietta A. Boal, his wife, and the President and Clerk of the District, on behalf of the District, who are hereby authorized to execute the same for the purchase of said property at the rate of seventy-five (75) cents per square foot, said sum amounting to $6,505.65; and that the District construct a dock as aforesaid when the land so purchased shall have been excavated for the purposes of the District.

Your Committee further recommends that the President and Clerk of the District shall pay to said Charles T. Boal and Henrietta A. Boal, upon the voucher of the Attorney, when they shall have conveyed to said District said above described property, in fee simple, by a good and sufficient warranty deed, the above mentioned sum of $6,505.65; and that the President and Clerk shall pay to said Charles T. Boal and Henrietta A. Boal the further sum of $2,168.55, upon the voucher of the Attorney, when said Charles T. Boal and Henrietta A. Boal shall have executed an agreement releasing the Sanitary District from all claims and demands whatsoever arising out of a previous contract made with said Charles T. Boal and Henrietta A. Boal for the purchase of certain property adjoining the Chicago River and the construction of a dock along said property; and that the Attorney of the District be instructed to prepare such agreements so as to conform to the recommendations contained in his communication and the interests of the District.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK.
Committee on Finance."

(One enclosure.)

Mr. Carter, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFEREMCE TO RELEASE OF SURETIES ON BOND FOR SUBSTRUCTURE OF LEMONT HIGHWAY BRIDGE.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, November 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports to the Board a communication from James T. Bowen, manager of the City Trust, Safe Deposit and Surety Company of Philadelphia. The same is in the nature of a request, on behalf of Messrs. Sackley & Peterson, for the release of their bond, given with their contract for the construction of the substructure of the Lemont Highway Bridge. The Attorney has advised the Committee that no claims have been filed against said contractor, and that said work is completed.

Your Committee, therefore, recommends that the sureties upon the bonds

given by said contractors be released, the contractors, however, to remain liable.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK.
Committee on Finance."

(Three enclosures.)

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT ON COMMUNICATION FROM VILLAGE CLERK OF THE VILLAGE OF SPRING FOREST.

In reference to the communication from the Village Clerk of the Village of Spring Forest, (presented and referred to the Committee on Engineering at the meeting of the Board held October 31, 1900, page 6836 of the Proceedings,) Mr. Kelly presented the following

REPORT:

"CHICAGO, November 14, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred, at the meeting of the Board of Trustees held October 31, 1900, the communication and ordinance accompanying same from the Village Clerk of the Village of Spring Forest, Illinois, concerning the construction of a sidewalk on Wentworth avenue, in said township, herewith reports that the communication and the ordinance thereto attached be placed on file with the Clerk of the District.

Respectfully submitted,

(Signed) Z. R. CARTER,
J. C. BRADEN,
B. A. ECKHART,
ALEX. J. JONES,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

(Two enclosures.)

Mr. Kelly, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously by a viva voce vote.

AUTHORITY FOR IMPROVEMEET OF ROAD AT WESTERN AVENUE.

The Chief Engineer presented a verbal report asking further authority to make expenditures for the improvement of the road at Western Avenue.

Mr. Braden, seconded by Mr. Kelly, moved that authority be granted to the Chief Engineer to macadamize the roadway at Western Avenue.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Eckhart, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 21, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, November 21, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight members—were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held November 7, of the adjourned session of the same held November 9, and of the regular meeting held November 14, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Wenter.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Heldmaier & Neu (Section 18, Nov. 1, 1900)	$ 2,294 25	
A. & P. Roberts Company (Eight-Track Bridge)	65,674 14	
A. R. Porter, Clerk (Section 15, wheel pit)	4,452 04	
Isham Randolph (By-pass Chicago River)	364 60	
John A. Larson (Section 15, Machinery building)	4,847 21	
		$ 77,632 24

ENGINEERING DEPARTMENT.

W. M. Hughes (expense)	$ 9 40	
A. R. Porter, Clerk (Joliet work)	217 00	
		$ 226 40

GENERAL ACCOUNT.

Chicago Telephone Company (Services, July 1, 1900, to Jan. 1, 1901)	$ 1,328 75

LAW DEPARTMENT.

William M. Springer (legal services)	$ 5,000 00	
Carl Mueller (expert services)	125 00	
Otto E. Pretsch (expert services)	125 00	
Edwin F. Getchell (expert services)	125 00	
Henry H. Fuller (expert services)	125 00	
Aaron M. McKay (expert services)	125 00	
E. C. Huling & Co. (expert services)	125 00	
Chas. A. Hale (expert services)	125 00	
		$ 5,875 00
Grand total		$ 85,062 39

Mr. Carter, seconded by Mr. Braden, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of October, 1900, which by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, November 20, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the monthly report of the Law Department for the month of October, 1900.

The following are the expenses and disbursements:

SALARIES.

Attorneys	$1,366 65	
Office force	435 00	
		$ 1,801 65

GENERAL EXPENSES.

Right of way (salaries)	$ 150 00	
Expense Account	689 99	
Legal services (salaries)	833 34	
		$ 1,623 33

LAND ACCOUNT.

Right of way (Chicago River)	$34,700 88	
Rent of By-Passes	1,500 00	
		$ 36,200 88
Total		$ 39,625 86

The following suits were begun during the month.

John L. Henry vs. The Sanitary District of Chicago; Gen. No. 209,276; in the Superior Court of Cook County. This is a suit on trespass on the case for $10,000.00 for damages to certain premises caused by overflow.

The City of Joliet vs. The Sanitary District of Chicago; in the Circuit Court of Will County. This is a petition for the special assessment of certain property belonging to the defendant. This case was tried before a jury and a verdict rendered sustaining the assessment roll.

John Lussem vs. The Sanitary District of Chicago; Gen. No. 211,737; in the Circuit Court of Cook County. This is a bill for an injunction to prevent the issuance by the defendant of certain bonds amounting to $2,500,000.00. Proper

pleadings have been filed on behalf of the District.

John H. Bradshaw vs. The New York Security and Trust Company, et al.; General No. 209,878, in the Superior Court of Cook County. This is a bill for an injunction to restrain the District from issuing the bonds mentioned above. The demurrer of the District was sustained and the bill dismissed for want of equity, by Judge Chetlain, and an appeal was prayed and allowed to the Supreme Court. A motion for leave to argue this case at the October term was denied.

In the case of James Davidson vs. The Sanitary District of Chicago, in the District Court of the United States, the exceptions of the District to the amended libel were sustained, and leave granted libellant to amend.

In the case of the Carnegie Steel Company (limited) vs. the Sanitary District, in the District Court of the United States, a motion was served placing it upon the trial calendar.

The case of Joseph Kompare vs. The City of Joliet, in the Circuit Court of Will County, was reached for trial, and dismissed for want of prosecution.

An opinion was rendered by the Department as to the validity of the agreement with the Canal Commissioners providing for the maintenance of the Summit level, and the settlement of pending differences.

An ordinance and contract for the lease of the water power to be developed at or near the Controlling Works at Lockport to the City of Chicago was prepared by this department.

The attention of the department, in addition to the above cases and items, has been given to the preparation for trial of certain pending suits and to the regular routine work of the office and matters of minor importance.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

REPORT ON CLAIM OF OMAHA PACKING COMPANY FOR ALLEGED DAMAGES.

Mr. Mallette, Chairman, presented the following.

REPORT:

"CHICAGO, November 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to which was referred at the meeting of the Board of Trustees held October 3, 1900, the claim of the Omaha Packing Company, doing business as Viles & Robbins, for damages to docks and building walls adjoining the Chicago River against the District, herewith reports that the Committee is advised by the Attorney of the District that there is no liability on the part of the District for the damages alleged to have been sustained by said company.

The Committee, therefore, recommends that the claim be placed on file and that the opinion of the Attorney, hereto attached, be printed in the Proceedings of the Board.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
Z. R. CARTER,
THOMAS KELLY,
WM. BOLDENWECK.
FRANK WENTER,
J. C. BRADEN,
ALEX. J. JONES.
Committee on Judiciary."

(Two enclosures.)

The following is

THE OPINION:

"October 27, 1900.

To the Honorable, the Committee on Judiciary:

GENTLEMEN—Your Committee referred to the Attorney, with request for a report and opinion thereon, the hereto attached claim of the Omaha Packing Company, doing business under the name of Viles & Robbins, for damages amounting to about $10,000.00 to the docks and building walls adjoining the Chicago River, caused by the increased current resulting from the opening of the Main Drainage Channel of the Sanitary District.

This same company some time last winter addressed a communication to the Board in regard to this matter, and the Committee requested the opinion of the Law Department bearing on the question. On January 29, 1900, an opinion was rendered by the General Counsel, John S. Runnels, and by Mr. P. C. Haley, to the effect that the Sanitary District was not liable for damages to property along the Chicago River by the

erosion of the banks as a consequence of the deepening and cleaning of the river bed and the acceleration of the current of the stream by the improvements made by the District. Nothing has transpired since then to cause me to take a view other or different from that expressed by the General Counsel and Mr. Haley on this matter, and I am, therefore, of the opinion that the District is not liable for the claim of the Omaha Packing Company.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

Mr. Mallette, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO CLAIM OF ANDREW GUSTAFSON FOR ALLEGED INJURIES.

Mr. Mallette, Chairman, presented the following

REPORT:

"CHICAGO, November 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Judiciary reports the claim of Andrew Gustafson against the Chicago Terminal Transfer Railroad Company for alleged injuries received while working on the trestle carrying the tracks across the Drainage Channel, near Campbell Avenue. The railroad company seeks to hold the District responsible for said injuries to said Gustafson under the clause of the agreement between the railroad company and the District concerning injuries to persons in the employ of said company. The Committee has received an opinion from the Attorney of the District, which is herewith transmitted, and the Committee makes the following recommendation:

That the claim of said Gustafson be placed on file, and the opinion of the Attorney, attached hereto, be printed in the Proceedings of the Board of Trustees.

Respectfully submitted,

(Signed) J. P. MALLETTE
Chairman.
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Judiciary,"

(Two enclosures.)

The following is

THE OPINION:

"CHICAGO, October 27, 1900.

To the Honorable, the Committee on Judiciary:

GENTLEMEN—Your Committee referred to the Attorney for investigation and report the claim hereto attached of Andrew Gustafson against the Chicago Terminal Transfer Railroad Company for injuries alleged to have been sustained by Gustafson while working on the trestles carrying the tracks across the Drainage Channel near Campbell Avenue. The attorney for the Chicago Terminal Transfer Railroad Company seems to be of the opinion that the Sanitary District is liable for any damages sustained by Gustafson, because of the agreement between the Sanitary District and the reservation therein of the Chicago and Northern Pacific Railway Company, dated November 14, 1895, and which is printed in the proceedings of the Board (page 2920 of Proceedings of 1895). This contract is for the construction of both the temporary and permanent railroad bridge across the Main Channel of the Sanitary District. The only section of this contract providing for the payment of damages to said railroad company reads as follows:

"Section 9. The Sanitary District further agrees that it will reimburse said receiver promptly for all damages, loss or expense that may be inflicted upon or accrue to the latter in consequence of any act done by said Sanitary District or any of its contractors, sub-contractors or employes, or either, during the progress of any widening of said Channel as the same now or hereafter exists, and during the work of constructing either of the bridges hereinbefore mentioned, to the end that the said receiver, his

successors and assigns, may never be subjected to any expense whatever in consequence of any act done or proposed to be done by the Sanitary District in pursuance of authority hereby granted."

It will be seen by an examination of this section that the Sanitary District is liable to the railroad company only for any damage, loss or expense that may be inflicted upon or accrue to said railroad company in consequence of any act done by the District, or its contractors or employes. It does not provide, however, for the payment to said railroad company of loss or damage sustained by any person caused by the negligence or wrongful act of the railroad company.

The attached communication from the railroad company shows the claim of the said Gustafson to be for injuries caused by the wrongful act of the railroad company in running its locomotive and, in my opinion, the contract between the District and the receiver of the Northern Pacific Railroad Company above mentioned does not contemplate the payment by the District of claims of this character.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,
Attorney."

Mr. Mallette, seconded by Mr. Eckhart, moved that the report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO AUDITING BOOKS OF THE TREASURY DEPARTMENT.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, November 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance transmits herewith the report of H. J. D. Wodrich, public auditor and accountant, who has examined the books of the Treasurer of the District, at the request of your Committee.

The Committee recommends that the report be approved, printed in the Proceedings and placed on file with the Clerk of the District. Attached hereto is said report.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman
B. A. ECKHART,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK.
J. P. MALLETTE,
J. C. BRADEN,
A. J. JONES,
Committee on Finance."

The following is

THE ACCOUNTANT'S REPORT:

"CHICAGO, November 2, 1900.

Hon. Zina R. Carter, Chairman Committee on Finance, Sanitary District of Chicago:

SIR—I have the honor to report that, in compliance with a resolution of your Honorable Board, I have made a thorough audit of the accounts of Mr. F. M. Blount, Treasurer of the Sanitary District of Chicago, from January 1, 1900, to and including September 30, 1900, and beg leave to report as follows:

Receipts and Disbursements.

January 1, 1900, cash on hand		$ 658,579 98
Total receipts during this period		4,797,429 74
		$5,456,009 72
Total disbursements during this period		5,186,548 00
September 30, 1900, cash on hand		$ 269,461 72
Deposited in Chicago National Bank	$ 243,522 94	
Deposited in National Bank of Illinois	25,938 78	
	$ 269,461 72	

For a detailed statement see Exhibit "A," hereto attached and a part of this report.

I proved the correctness of receipts, as shown, by comparing the amounts with the books of the County Collector as to the item of taxes, and all other items with the books of the Clerk of the District. Warrants, bonds and coupons are

on file, properly cancelled, for all disbursements.

The books of the Clerk's office show that at the close of September 30, 1900, there was $210,216.39 in hands of Treasurer, and that there was $59,245.33 in warrants outstanding against the Treasurer which when paid will make Treasurer's balance agree with that of the Clerk. The balances shown to be in bank agree with the books of the bank.

Bonds and Interest on Bonds.

January 1, 1900, amount deposited with Chicago National Bank to cover matured bonds and coupons.	$ 8,038 33	
Deposited to cover bonds maturing	580,000 00	
Deposited to cover interest maturing	487,990 00	
		$1,076,028 33
Bonds paid	$574.000 00	
Interest paid	482,164 26	
		$1,056,164 26
September 30, 1900, deposited in Chicago National Bank	$	19,864 07
Bonds due and outstanding	$ 6,000 00	
Interest coupons due and outstanding	13,864 07	
	$	19,864 07

(Accompanied by detailed exhibit.)

Respectfully submitted,

(Signed) H. J. D. WODRICH,

Public Auditor and Accountant."

Mr. Carter, seconded by Mr. Eckhart, moved that the Committee report be adopted and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO PROPOSITION FROM CHICAGO TELEPHONE COMPANY FOR TELEPHONE SERVICE.

Mr. Mallette, on behalf of the Engineering Committee, presented the following

REPORT:

"CHICAGO, November 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports the several propositions from the Chicago Telephone Company and other companies concerning telephone service for the District between Chicago, Lockport and Joliet. These propositions were presented to the Board of Trustees at the meeting held October 17, 1900, and referred to your Committee on Engineering. The Committee on Engineering referred the same to a Special Committee, consisting of Trustees Jones, Carter and Eckhart; and said Special Committee, having considered the subject of the telephone service for the District, reported that said Special Committee advised that all matters relating to telephone service and the propositions aforesaid be placed on file temporarily, until the telephone line which the District is building for its own service has been completed, and an opportunity afforded for testing the efficiency of the service.

Your Committee therefore recommends that the report of the Special Committee to your Committee on Engineering be approved and that the same be concurred in by the Board of Trustees.

Respectfully submitted,

(Signed) B. A. ECKHART,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
J. P. MALLETTE,
A. J. JONES.

Committee on Engineering."

(One enclosure).

Mr. Mallette, seconded by Mr. Braden, moved that the report be received and the recommendations contained therein concurred in.

The motion prevailed unanimously and it was so ordered.

COMMUNICATION FROM GAHAN & BYRNE IN REFERENCE TO STORAGE OF PLANT ON RIGHT OF WAY OF THE DISTRICT.

The Clerk presented a communication from Gahan & Byrne, dated November 21, 1900, requesting the right to store their plant and machinery used in excavating "Section G" of the Main Drainage Channel on the right of way of the District until such time as they were able to put such plant in service on other work,

Mr. Kelly, seconded by Mr. Wenter, moved that the request be granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM LOUIS A. RISSE, CHIEF TOPOGRAPHICAL ENGINEER OF NEW YORK CITY.

The Clerk presented a communication from Louis A. Risse, Chief Topographical Engineer of New York City, in reference to the Sanitary District exhibit at the Universal Exposition at Paris.

On motion of Mr. Carter, seconded by Mr. Jones, the communication was referred to the Committee on Federal Relations without printing.

ORDER AMENDING RULE 6 OF THE RULES AND REGULATIONS.

Under the head of new business, Mr. Kelly presented the following order, which, under the rules, was laid over for one week.

The following is

THE ORDER:

Ordered, That Rule 6 of the Rules and Regulations of the Board of Trustees of the Sanitary District be and the same is hereby amended so as to read as follows:

"6. The annual meeting of the Trustees shall be held at 2 o'clock P. M. on the first Tuesday after the first Monday in December of each year, at which meeting a President and a Vice-President for the ensuing year shall be elected in such manner as the Board may then determine. The Vice-President shall preside in the absence of the President; and in case of the absence from the District or the disability of the President the Vice-President shall perform all other duties of the President as set forth in the rules of the Board."

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Eckhart, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 28, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, November 28, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members were present.

In the absence of the President, the Clerk then called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Kelly, seconded by Mr. Mallette, moved that Mr. Zina R. Carter be elected temporary chairman.

The motion prevailed unanimously and Mr. Carter was declared duly elected and thereupon took the chair.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, November, 1900).....	$ 1,083 33	
Engineering Department (Division of Construction Roll, November, 1900)	3,312 50	
Engineering Department (Division of D. & D. Roll, November, 1900)...	2,292 55	
Engineering Department (Division of Records Roll, November, 1900)...	612 50	
	$	7,300 88

Clerical Department (Clerk's Roll, November, 1900)		$ 1,068 33
Law Department (Attorney's Roll, November, 1900)	$ 1,468 33	
Law Department (Joliet Roll, November, 1900)	483 34	
		$ 1,951 67
Treasury Department (Treasurer's Roll, November, 1900)		166 66
General Account (General Roll, November, 1900)	$ 350 00	
General Account (Special Roll, November, 1900)	217 00	
General Account (Trustees' Roll, November, 1900)	2,333 33	
		$ 2,900 33
Police Department (Marshal's Roll, November, 1900)		1,804 40
Maintenance Account (Controlling Works Roll, November, 1900)	$ 675 00	
Maintenance Account (Bridgeport Pumping Station Roll, Nov., 1900)	1,960 25	
Maintenance Account (Bridgeport Pumping Station Roll, Nov., 1900)	13 00	
		$ 2,648 25
Total		$ 17,840 52

ENGINEERING DEPARTMENT.

A. R. Porter, Clerk (Force Account work)		$ 105 00

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Van Buren Street approach)	$ 709 12	
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	6,341 21	
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	4,671 01	
A. R. Porter, Clerk (wheel pit)	2,123 08	
G. H. Benzenberg (Canal Street Bridge plans)	2,500 00	
Heldmaier & Neu (Section 17, tail race)	595 59	
		$ 16,940 01

LAW DEPARTMENT.

John S. Runnells (services General Counsel, November, 1900)	$ 416 67	
Mrs. R. Howard Kelly (typewriting)	2 70	
George Sperry (witness fee)	5 00	
C. C. Duffy, Clerk (court fee)	3 00	
Frank Vander Bogart, Clerk (court costs)	5 00	
Cameron, Amberg & Co. (stationery)	6 75	
Edwards & Hancock (stationery)	7 25	
The Gunthorp-Warren Printing Company (printing)	27 00	
John W. Nadelhoffer (expense)	80 80	
Shope, Mathis & Barrett	850 00	
		$ 1,404 17

GENERAL ACCOUNT.

A. Hannibal (repairs)	$ 7 00	
Thos. S. Bell (expense)	10 25	
Rob't S. Hillis (sundries, "Juliet")	7 45	
Geo. B. Carpenter & Co. (sundries, "Juliet")	20 55	
Thomas M. Sullivan (sundries, "Juliet")	53 41	
Thomas B. Banner (steam fitting, "Juliet")	65 37	
Adams Express Company (streams examination)	4 60	
American Express Company (streams examination)	12 45	
United States Express Company (streams examination)	29 87	
Henry J. D. Wodrich (auditing books of Treasurer)	165 00	
S. D. Childs & Co. (engraving)	285 08	
A. R. Porter, Clerk (expense)	797 60	
		$ 1,458 63

POLICE DEPARTMENT.

H. Channon Company (floats)	$ 2 75	
John Larney (coal)	22 50	
Standard Oil Company (kerosene)	27 35	
		$ 52 60

LAND ACCOUNT.

Robert M. Simon, Recorder (abstracts)	3,000 00
Grand Total	$ 40,800 93

Mr. Kelly, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden (*except as to vouchers for maintenance account, Bridgeport Pumps, for $1,960.25 and $13 00, and all other vouchers in reference to Bridgeport Pumps, on which he voted "nay"*), Carter, Eckhart (*except as to voucher for general account, special service, $217.00; Robt. S. Hills for $7.45, Geo B. Carpenter & Co. for $20 55, Thos. M. Sullivan for $53.41. and Thos. B. Banner for $65.37, on all of which he voted "nay"*), Jones (*except as to vouchers for maintenance account, Bridgeport Pumps, for $1,960.25 and $13 00, on which he was excused*), Kelly, Mallette, Smyth (*except as to voucher in favor of maintenance account, Bridgeport Pumps for $1,960 25*), and Wenter (*except as to voucher in favor of Shope, Mathis & Barrett for $850.00, on which he voted "nay"*),—eight (*except as above stated.*) Nays—none—(*except as above stated.*)

Upon this result the Chairman declared the motion carried.

MONTHLY REPORT FROM THE ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of October, 1900, which by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, November 23, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of October, 1900, giving the detailed operations of same.

The value of the construction work done during the month was $58,531.82, divided as follows: Main Channel, $30,012.94; bridges, $27,517.98; general, $1,000.90. Vouchers have been issued on this account to the amount of $63,002.46, $4,470.64 having been taken out of the reserved percentage account.

The engineering expenses for the month were $10,327.85, divided as follows: Salaries, $7,122.13; supplies, etc., $3,205.72. The expenses at the Bridgeport Pumping Works were $8,304.28, divided as follows: Salaries, $2,178.16; supplies, etc., $6,126.12. Details of the above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River—The contractors for the dredging of the south fork of this river finished the work to within 100 feet of the west line of Halsted Street on the 30th. A final voucher for this contract will be issued as soon as the final notes are checked. The Green's Dredging Company finished the docking immediately north of Eighteenth Street on the west side of the river.

The survey party finished laying out the lines to which it is contemplated widening the river south of Twelfth Street. This work was finished on the 15th, and the balance of the month was devoted to taking the topography of land in that vicinity.

The pumps for pumping counterweight pockets for the Taylor Street bridge were set in place on the 27th. The flooring for the bridge was finished on the 30th.

29,000 ft. B. M. of sheet piling were put in place at the west abutment of the C. T. T. R. R. Co.'s bridge. The building of concrete at this point was begun on the 20th and continued throughout the month. About 1,395 cubic yards of sand filling were placed around the east abutment.

Section "O"—Work on the erection of the eight-track bridge was carried on by a large force during the entire month.

Twenty six carloads of steel were received and unloaded. At the end of the month four of the fixed spans and one of the channel spans were in place, being about 40 per cent. of the entire erection. A force of laborers was employed during a part of the month concreting the shoes and bolsters as fast as they were placed by the bridgemen. This part of the work was nearly completed.

Section "K"—The erection of the bridge for the Belt Railway Company of Chicago was practically completed at the end of the month with the exception of painting and the placing of the deck. A force of painters began work on the 15th and continued to the end of the month. From the 15th to the 30th the Belt Railway Company employed a force of about 45 men unloading sand and making track changes preparatory to raising the tracks on both sides to the level of the new bridge.

Section 15—The work of excavation for the wheel pit at the Controlling Works was carried on from the 1st to the 15th, when forms were started for concrete. The placing of concrete began on the 19th and continued throughout the balance of the month. The plant used consisted of one boiler, two steam pumps and two steam drills.

Section 17—The dredge on this section excavated in the basin between Robey and Jackson Streets from the 3d to the 15th and from the 27th to the 30th. Between the 16th and the 27th excavation of the coffer-dam at Dam No. 1 was carried on by the dredge. Work on the coffer-dams and tow path wall was carried on at intervals throughout the entire month, as was also the filling in of the open ditch north of Jackson Street. Work on the waste gates at the Economy Light and Power Company's plant began on the 29th. On the 23d the state pump began operations at the site of the old Illinois and Michigan Canal bridge, in connection with the erection of the tow path wall, and continued same to the end of the month.

General.

Life Saving Apparatus—The installing of the life line along the rock sections of the Main Channel was finished on the 10th, and the plant used in this work was stored in the Robey Street warehouse.

New Telephone System—The telephone line force continued work during the entire month, at the end of which the poles were all erected and wire strung for about one-half the distance.

Bridgeport Pumping Works—Engine No. 1 was out of repair and idle until the 22d, when same was started and ran smoothly the balance of the month. Engine No. 2 was partly dismantled on the 25th and the main pump shaft and crank shaft taken to repair shop. The engine remained idle to the end of the month. Engine No. 3 was also shut down from the 25th to the 30th. Engine No. 4 was in continuous operation throughout the entire month. A daily average delivery of about 31.25 tons of coal was made during the month. A small force of men was kept at work lowering the discharge channels of pumps for engine No. 2.

Division of Designing and Drafting.

The regular platting was continued on the atlas of the right of way. The following drawings were made:

Ten sets of reverse prints of the South Branch of the Chicago River; 10 reverse prints of the Law property situated south of Eighteenth Street on the South Branch of the Chicago River, showing areas and distances of same; plat showing right of way required for the Belt Railway Company of Chicago near its crossing of the Main Channel on Section K; 4 sets of blue prints showing the ordinance lines of Chicago River; 4 sets of reverse prints showing contemplated improvements in Chicago River; plan showing proposed sewer from the west arm of the south fork of the South Branch of the Chicago River to entrance of the Main Channel; profile and plan of track for a proposed stock yards near the Belt crossing; and a plan for the concrete bridge over the tail race at the Controlling Works.

The making of plans for the California Avenue bridge over the Main Channel on Section "O" was carried on during the month, as was also the locating of the proposed Polk, Eighteenth and State Street bridges over the Chicago River. The work of checking plans for the Harrison Street bridge was also carried on.

Division of Records.

The work of this division for October was carried on in the usual manner.

I estimate the expenses of the Department for the month of November will be $100,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF OCTOBER, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	BRIDGEPORT P. WORKS.	
	Salaries.	Supplies, Etc.	Totals.		Salaries.	Supplies, Etc.
Borings and Test Pits		$ 361 25	$ 361 25			
Maps and Plans for General Use	$ 244 53	21 83	266 36			
Chicago River Survey	801 25	23 66	824 91			
Chicago River Improvement	1,337 50	180 50	1,518 00	$18,054 32		
Right of Way	287 52	22 29	309 81			
Flow Measurements	325 00	64 32	389 32			
Disposal Works and Joliet Project	1,522 58	495 55	2,018 13	17,126 55		
Romeo Road Permanent Bridge, Main Channel, Section 12		1 60	1 60			
Lemont Road Permanent Bridge, Main Channel, Section 8				546 00		
A., T. & S. F. Ry. Co.'s Permanent Bridge, M. C., and Stevens St. Subway, Sec. 8				502 53		
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	40 00		40 00	602 03		
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	255 00	8 10	263 10	162 71		
Panhandle Temporary Bridge, Main Channel, Section O	90 00	9 98	99 98	65 88		
Panhandle Permanent Bridge, Main Channel, Section O	425 00	1,885 12	2,310 12	19,137 08		
Canal Street Bridge, Chicago River	10 00	—3 04	6 96			
Taylor Street Bridge, Chicago River	142 19		142 19	405 00		
C. T. T. R. R. Co.'s Bridge, Chicago River	807 81	9 10	816 91	4,671 01		
Van Buren Street Approach Span, Chicago River		1 10	1 10	748 69		
Bear Trap Dam Permanent Bridge, Section 15	10 00		10 00	9 76		
Mortar, Sand and Cement Tests	253 75	8 05	261 80			
Photographs of Works	150 00	85 34	235 34			
State Street Bridge, Chicago River	35 00	1 55	36 55			
Regular Construction, Main Channel and River Diversion	185 00	7 77	192 77	—30 00		
Harrison Street Bridge, Chicago River	64 50		64 50			
Polk Street Bridge, Chicago River	30 50	19	30 69			
Eighteenth Street Bridge, Chicago River	22 50	86	23 36			
Main Street Bridge, Chicago River	10 00		10 00			
Ashland Avenue Bridge, Chicago River	10 00		10 00			
California Avenue Bridge, Main Channel, Section O	62 50	14 88	77 38			
Life Saving Apparatus		5 72	5 72	1,000 90		
Bridgeport Pumping Works					$ 2,178 16	$ 6,125 12
Totals	$7,122 13	$3,205 72	$ 10,327 85	$ 63,002 46	$ 2,178 16	$ 6,125 12
						2,178 16
					Total	$ 8,304 28

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During October, 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Retaining Wall. Cu. Yds.
Chicago River	18,000	.....	.....
Section 17	5,100	.....	100
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	560	.....
Totals	23,100	560	100

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Earned During October, 1900.

DESIGNATION.	Main Channel.	Bridges.	General.	Totals.
Chicago River	$11,646 24	.....	.....	$11,646 24
Section O	.....	$ 65 88	.....	65 88
Section K	.....	602 03	.....	602 03
Section 12	—30 00	.....	.....	—30 00
Section 17	7,225 26	.....	.....	7,225 26
Section 18	3,314 32	.....	.....	3,314 32
Controlling Works, Section 15	7,857 12	.....	.....	7,857 12
Van Buren Street Approach Span, Chicago River	.....	748 69	.....	748 69
Taylor Street Bridge, Chicago River	.....	405 00	.....	405 00
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	5,338 30	.....	5,338 30
Eight-Track Bridge, Main Channel, Sec. O	.....	19,137 08	.....	19,137 08
Belt Ry. Co. of Chicago's Bridge, Main Channel, Sec. K	.....	162 71	.....	162 71
A., T. & S. F. Ry. Co.'s Bridge, M. C. and Stephens Street Subway, Sec 8	.....	502 53	.....	502 53
Lamont Highway Bridge, Main Channel, Sec. 8	.....	546 00	.....	546 00
Bear Trap Dam Bridge, Sec. 15	.....	9 76	.....	9 76
Life Saving Apparatus	.....	.....	1,000 90	1,000 90
Totals	$30,012 94	$27,517 98	$ 1,000 90	$ 58,531 82

REPORT IN REFERENCE TO AMOUNT OF INDEMNITY DUE THE C. T. T. R. R. CO. FOR REPAIRS AND MAINTENANCE OF BRIDGE, ETC.

The Clerk presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith the Joint Certificate of the Chief Engineer of the C. T. T. R. R. Co. and myself, covering the capitalization of the bridges erected by this District for said company under the provisions of the contract dated September 3, 1897.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE JOINT CERTIFICATE OF THE CHIEF ENGINEERS:

"Acting under the provisions of Article 1, Sections 8 and 9 of a certain contract entered into September 3, 1897, by and between the Sanitary District of Chicago and the Chicago Terminal Transfer Railroad Company, successors to the Chicago and Calumet Railway Company, we, the undersigned Chief Engineers respectively of the Sanitary District of Chicago and of the Chicago Terminal Transfer Railroad Company, hereby certify that we have verified the weights, quantities and values of the materials falling under the provisions of Sections 8 and 9 of Article 1 of the aforesaid contract of September 3, 1897, and have made the computations based thereon for the purpose of determining the sum to be paid to the railroad company by the Sanitary District for the ordinary maintenanee

and repairs of the bridge structures designated in Sections 1 and 2 of Article 1 and for the general depreciation and wearing out thereof, and for assuming all liability of accident to the same, figured upon the use of said bridges as fixed structures, and we find the sum to be so paid to amount to twenty-six thousand one hundred and sixteen and forty one-hundredths ($26,116.40) dollars, shown in detail in the statement hereto attached.

(Signed) ISHAM RANDOLPH,
Chief Engineer Sanitary District of Chicago.

F. E. PARADIS,
Chief Engineer Chicago Terminal Transfer Railroad Company."

CHICAGO, November 28, 1900.

The following is

THE CAPITALIZATION ACCOUNT:

Chicago Terminal Transfer Railroad Bridges —Bridge across Main Channel of Sanitary District.

Length, 317 feet 7 inches.
Cost of superstructure, $28,930.95.
Cost of substructure, $18,016.48.
Weight of iron and steel in superstructure, 1,051,925 pounds.
Timber in floor system, 32,574 feet, B. M.

(*a*) Annual cost of painting 1,046,683 pounds @ .03c	$ 314 00
(*b*) Annual cost of renewing timber floor system, 32,574 feet B. M. @ 5c	162 87
(*c*) Annual cost of inspecting 634½ feet of track @ 20c	126 90
	$ 603 77
Cost of 32,574 feet, B. M., of floor system @ $30.00, $977.22.	
Cost of superstructure less cost of floor system, $28,930.95 – $977.22 = $27,953.73.	
1½% of $27,953.73	419 30
	$ 1,023 07

$1,023.07 x 20 = $20,461.40.

Fixed Span for extension of the Desplaines River Bridge.

Span, 105 feet C. to C. of end pins.
Cost of superstructure, $7,318.00.
Cost of substructure, $7,724.95.
Weight of iron and steel in superstructure, 275,190 pounds.

Timber in floor system, 10,549 feet, B. M.	
(*a*) 275,190 pounds—1,247 pounds = 273,943 pounds @ .03c	$ 82 18
(*b*) 10,549 feet B. M. in floor system @ $5.00	52 75
(*c*) Inspection of 214 feet of track @ 20c	42 80
Cost of superstructure less cost of floor system, $7,318.00 – $316.47 (10,549 feet B. M. @ $30.00) = $7,001.53.	
1½% of $7,001.53	105 02
	$ 282 75

$282.75 x 20 = $5,655.00.

Capitalization of Main Channel Span	$20,461.40
Capitalization of River Channel Span	5,655 00
Total Capitalization	$26,116.40

By unanimous consent the report and accompanying documents were referred to the Committee on Engineering on motion of Mr. Mallette, seconded by Mr. Wenter.

REPORT IN REFERENCE TO AMOUNT OF INDEMNITY DUE THE C. R. I. & P. RY. CO. FOR REPAIRS AND MAINTENANCE OF BRIDGE, ETC.

The Clerk presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith the joint certificate of the Chief Engineers of the C., R. I. & P. Ry. Co. and myself covering the capitalization of the bridge erected by this District for said company under the provisions of the contract dated October 1, 1897.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE JOINT CERTIFICATE:

"Acting under the provisions of Article 2 of Section 2 of the contract entered into by and between the Sanitary District of Chicago and the Chicago,

Rock Island and Pacific Railway Company, we, the undersigned Chief Engineers, respectively, of the Sanitary District of Chicago and the above named railway company, hereby certify that we have verified the weights, quantities and values of materials falling under the provisions of said Article 2, Section 2 of the aforesaid contract of October 1, 1897, and have made the computations based thereon for the purpose of determining the sum to be paid the railway company by the Sanitary District for the ordinary maintenance and repairs of the bridge structure designated in Article 1, Section 1 of said contract, and for the general depreciation and wearing out thereof, and assuming all liability of accident to the same figured on the use of the said bridge as a fixed structure, we find the sum to be so paid to amount to nine thousand seven hundred and sixty-three and forty one-hundredths (9,763.40) dollars, as shown in detail in the statement hereto attached.

(Signed) ISHAM RANDOLPH,
Chief Engineer Sanitary District of Chicago.

CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY,
By H. A. PARKER,
Vice-President."

CHICAGO, November 28th, 1900.

The following is

THE CAPITALIZATION ACCOUNT:

Double-track bridge of the Chicago, Rock Island and Pacific Railway Company, crossing the Desplaines River in Joliet, as extended by the Sanitary District of Chicago.

Length of north track, 158 feet, 11⅞ inches.

Length of south track, 140 feet.

Total weight of iron and steel in superstructure, 318,718 pounds.

Total cost of superstructure, $14,763.64.

Number of feet, B. M., in cross ties and guard rail, as shown on plans, 24,462 feet.

(*a*) Annual cost of cleaning and painting, 318,718 pounds at .03 of 1c	$ 95 62
(*b*) Annual cost of renewing cross ties and guard rails on said structure, 24,462 feet, B. M., at $5	122 31
(*c*) Annual cost of general inspection and minor repairs, 299 feet of track at 20c	59 80
(*d*) Cost of superstructure	$14,763 64
Less cost of timber floor system, 24,462 feet, B. M., at $30 per M	733 86
Net cost	$14,029 78
For annual depreciation in value, and liability to accident, 1½ per cent of $14,029.78	210 44
Total	$488 17

$488.17 x 20 equals $9,763.40.

By unanimous consent the report and accompanying documents were referred to the Committee on Engineering, on motion of Mr. Eckhart, seconded by Mr. Wenter.

AMENDMENT OF RULE 6 OF THE RULES AND REGULATIONS.

Under the head of Unfinished Business the Clerk presented the order for the amendment of Rule 6, of the Rules and Regulations, presented and laid over at the meeting held November 21, 1900, (page 6859 of the Proceedings).

Mr. Kelly, seconded by Mr. Mallette, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Mallette and Smyth—five. Nays—Messrs. Carter, Eckhart and Wenter—three.

Upon this result the Chairman declared the motion carried.

The following is

THE ORDER:

"*Ordered*, That Rule 6 of the Rules and Regulations of the Board of Trustees of the Sanitary District be and the same is hereby amended so as to read as follows:

"'6. The annual meeting of the Trustees shall be held at 2 o'clock P. M. on the first Tuesday after the first Monday in December of each year, at which meeting a President and a Vice-President for the ensuing year shall be elected in such manner as the Board may then determine. The Vice-President shall preside in the absence of the President; and in case of the absence from the District or the disability of the President the Vice-President shall perform all other duties of the President as set forth in the rules of the Board.'"

REPORT IN REFERENCE TO CLAIM OF G. H. BENZENBERG FOR PREPARATION OF BRIDGE PLANS, ETC.

On behalf of the Committee on

Finance Mr. Eckhart presented the following

REPORT:

"CHICAGO, November 21, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance, having considered the claim of one G. H. Benzenberg for the preparation of plans, specifications, etc., for a lift bridge over the Chicago River at Canal Street, reports as follows:

That the claim as presented in the communication from said Benzenberg to the Attorney of the District is in the sum of $2,800,00. That it is represented that much labor was spent in preparing these plans, specifications, etc., and that borings were made to establish the nature of the soil and depth of rock at the location of the bridge. That the plans were altered materially when submitted for the approval of the authorities of the City of Chicago and, it is represented, that the same were redrawn, after which they were approved by all parties in interest. The Committee has considered the subject matter fully, however, and believes that the sum of $2,500,00 is a reasonable compensation for the services rendered by said Benzenberg as aforesaid.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay said G. H. Benzenberg, on the voucher of the Chief Engineer, the sum of $2.500.00 in full settlement of all claims that said Benzenberg may have against the District for services rendered.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
THOMAS A. SMYTH,
FRANK WENTER,
B. A. ECKHART,
J. P. MALLETTE,
A. J. JONES,
Committee on Finance."

(Three enclosures.)

Mr. Eckhart, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the Chairman declared the motion carried.

REPORT IN REFERENCE TO FINAL PAYMENTS ON CONTRACTS FOR PLANS FOR ASHLAND AVENUE AND CANAL STREET BRIDGES.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a report from Wm. M. Hughes, Engineer of Bridges and Bridge Construction, concerning the plans for the Ashland Avenue Bridge on the Page design.

This work is under contract to Messrs. Page & Shnable. The Engineer of Bridges recommends final payment amounting to $5,000.00 on said work.

The Engineer of Bridges also states that he has received a communication from Frank M. Montgomery & Co., asking for the balance of $6,000.00 each for the plans of the Canal, Harrison and Main Streets Bridges; that the plans for the Canal Street Bridge have been received and approved, and that the contractors as aforesaid are entitled to final payment for same, amounting to $6,000.00. That the plans for the Harrison and Main Streets Bridges have not as yet been approved.

Your Committee, therefore, recommends that final payment be made to Messrs. Page & Shnable in the sum of five thousand dollars ($5,000.00) for work done on their contract as aforesaid on the Ashland Avenue Bridge; and that final payment be made to Messrs. Frank M. Montgomery & Co. in the sum of six thousand dollars ($6,000.00) for work on the Canal Street Bridge under their contract with the District (see Proceedings of May 23, 1900, page 6559); each of said payments to be made upon the voucher of the Chief Engineer of the District, certified by the Engineer of Bridges and Bridge Construction, when said contractors shall have executed, in favor of

the District, a receipt and release for the amount so paid as aforesaid.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. C. BRADEN.
J. P. MALLETTE,
THOMAS KELLY,
WM. BOLDENWECK,
A. J. JONES,
Committee on Engineering."

(One enclosure.)

Mr. Smyth, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Mallette, Smyth and Wenter—six. Nays—none. Excused and not voting—Mr. Carter—one.

Upon this result the Chairman declared the motion carried.

REPORT IN REFERENCE TO COMMUNICATION FROM THE CITY ATTORNEY OF THE CITY OF JOLIET.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Engineering herewith reports a communication from the Chief Engineer of the District, transmitting a communication from R. J. Barr, Esq., City Attorney of the City of Joliet, concerning the opening up of a sewer on De Kalb Street to the River in said City of Joliet, where the same has been closed by filling in; also to devise means of doing away with the stagnant water on the right of way of the District, between Wallace and McDonough Streets, in said city. The Committee advises that an examination was caused to be made by the Chief Engineer and in the report, which is also appended to his communication and hereto attached, his assistant, J. S. Hull, presents the results of his examination. Mr. Hull reports that the City Engineer of the City of Joliet has no record of any sewer on De Kalb Street in the vicinity of the District's right of way, and that the stagnant water complained of is upon the lands of the District from which the soil was removed to make a core for the embankment.

The Committee, therefore, recommends that measures be taken by the Chief Engineer of the District towards filling in the lands of the District at the point aforesaid in order that the stagnant water complained of may be absorbed, but that the request of the City Attorney of the City of Joliet, as to the sewer as aforesaid, be not granted.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
B. A. ECKHART,
THOMAS KELLY,
J. C. BRADEN,
WM. BOLDENWECK,
ALEX. J. JONES.
Committee on Engineering."

(Four enclosures.)

Mr. Smyth, seconded by Mr. Mallette, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the Chairman declared the motion carried.

REPORT IN REFERENCE TO FINAL PAYMENT ON CONTRACT FOR SUBSTRUCTURE OF BY-PASS ALONG CHICAGO RIVER, AND ALSO ON CONTRACT FOR DREDGING SOUTH BRANCH OF CHICAGO RIVER AND COLLATERAL WORK, ETC.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents final certificates from the Chief Engineer of the District in favor of Lydon & Drews Company, contractors for the substructure of the By-pass, between Adams Street and Van Buren Street, along the Chicago River, for the work covered by the con-

tract dated June 30, 1898; and also in favor of said company for work covered by its contract dated May 28, 1897, for the dredging of the South Branch of the Chicago River and collateral work; and for work done under the orders of said Chief Engineer, dated February 10, and April 6 and 10, 1900. The amounts found to be due in said final certificates are as follows:

For the work first above mentioned on the By-pass, $7,485.58.

For the work lastly above mentioned for dredging, $26,230.40.

The Committee reports that it has examined and considered the subject matter of said final certificates and recommends as follows:

That the President and Clerk of the District be, and they are hereby, authorized and directed to make final payment to said Lydon & Drews Company, upon the voucher of the Chief Engineer, in the amounts aforesaid, to-wit: the sum of $7,485.58 for work done on the By-pass, and the sum of $26,230.40 for dredging work done as aforesaid, when said contractors shall have filed with the District proper receipts therefor.

Respectfully submitied,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
JOS. C. BRADEN,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(Four enclosures.)

The following are

THE FINAL CERTIFICATES OF THE CHIEF ENGINEER:

"CHICAGO, November 13, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Messrs. Lydon & Drews Company, contractors for the substructure of the By-pass between Adams and Van Buren Streets, on the Chicago River, have completed the work covered by their said contract, dated June 30, 1898, in accordance with the terms thereof and in accordance with the several orders of the Chief Engineer relating to the conduct of said work and the adjustment of prices thereon as reported from time to time to your Honorable Board.

The progress of the work was not in accordance with the terms of the contract as originally executed, nor was it completed within the time agreed upon when prices were re-adjusted under the order of the Chief Engineer, dated May 16, 1899. The quality of the work performed was satisfactory.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The volume and value of the work done is as follows:

Excavation for walls, 8,200 cu. yds. at 50c	$ 4,100 00
Excavation between walls, 10,400 cu. yds. at 40c	4,160 00
Excavation, regular, under re-adjustment, 48,085 cu. yds. at $1	48,085 00
Timber, temporary roadway, 285,700 ft. B. M. at $20 per M.	5,714 00
Timber, bridge protection, 4,098 ft. B. M. at $25 per M	102 45
Timber, bridge protection, 49,292 ft. B. M. at $55 per M	2,711 06
Timber in wall foundations, 174,000 ft. B. M. at $21 per M.	3,654 00
Timber in coffer dam, 450,809 ft. B. M. at $30 per M	13,524 00
Timber, regular, under readjustment, 1,643,000 ft. B. M. at $34.50	56,683 50
Timber in docks, 2,597 ft. B. M. at $25 per M	64 93
Timber in docks, 35,560 ft. B. M. at $55 per M	1,955 80
Piles in coffer dam, 15,000 lin. ft. at 25c	3,750 00
Piles in docks, 3,960 lin. ft. at 36c	1,425 60
Piles in temporary roadway, 20,500 lin. ft. at 15c	3,075 00
Piles, regular, under readjustment, 51,581 lin. ft. at 36c	18,569 16
Portland cement concrete walls, 1,438 cu. yds. at $4.75	6,830 50
Portland cement concrete, regular, under re-adjustment, 6,762.7 cu. yds. at $6	40,576 20
Cast iron for cylinder piers, 20 225-300 tons at $75	1,556 25
Iron in docks, 5,350 lbs. at 6c	321 00
Paving, 4,052.44 sq. yds. at 50c	2,026 22

Shaft for water tunnel, 50.07 lin. ft. at $60	$ 3,004 20
New water tunnel, 19.55 lin. ft. at $30	586 50
Old timber taken out and removed, 2,693,403 ft. B. M. at $15 per M	40,401 05
Old timber removed only, 381,628 ft. B. M. at $10 per M	3,816 28
Lump sum for sundries	1,000 00
Total amount earned	$ 267,692 70
Amount paid on previous estimates	260,207 12
Amount due and unpaid	$ 7,485 58

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, November 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Lydon & Drews Company has completed all of the work covered by its contract dated May 28, 1897, for the dredging of the South Branch of the Chicago River and performing certain collateral work, and for work done under my orders dated February 10th and April 6th and 10th, 1900, for the dredging of the South Fork of the South Branch of the Chicago River, all of which work has been accomplished to my full satisfaction.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of this contract is as follows:

South Branch, excavation, 1,155,592 cu. yds. at 19c	$219,562 48
South Branch, dock removed, 500 lin. ft. at $1.75	875 00
South Branch, piles pulled and removed, 5 at $1.50	7 50
South Fork of South Branch, excavation "A," 124,144 cu. yds. at 19c	23,587 36
South Fork of South Branch, excavation "B," 106,138 cu. yds. at 84c	89,155 92
	$333,188 26
Amount paid on previous vouchers	$ 306,957 86
Amount due and unpaid	$ 26,230 40

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Mr. Smyth, seconded by Mr. Kelly, moved that the Committee report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the Chairman declared the motion carried.

REPORT IN REFERENCE TO CLAIMS ON CONTRACT FOR SECTION 16.

Mr. Smyth presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports to the Board of Trustees a communication from the Chief Engineer of the District concerning the claims presented by Messrs. Hayes Brothers for work done on Section 16. The Chief Engineer calls the attention of the Committee to his report on said claims dated March 13, 1900, published in the Proceedings of the Board of April 25, 1900 (page 6440). The total claim is stated therein as $54 538.74. Of this amount he allowed $15,488 53. This settlement was at the time refused. An offer has been made by the contractors to settle for an additional sum of $6,333.00, which they claim as the rental value of their plant for alleged delay in the work. As a matter of equity, having considered all the facts concerning said claim, the Chief Engineer is of the opinion that the sum of $6,333.00, in addition to the sum of $15,488.53, should be paid to said contractors in full settlement of their claims against the District.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay said sum of $6,333.00, together with the sum of $15,488.53, upon the

voucher of the Chief Engineer, when said contractors shall have filed with the District a receipt and release discharging the District from claims and demands arising under said contract.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
Z. R. CARTER,
J. C. BRADEN,
THOMAS KELLY,
A. J. JONES,
Committee on Engineering "

(One enclosure.)

The following is

THE REPORT OF THE CHIEF ENGINEER:

"CHICAGO, November 26, 1900.

To the Committee on Engineering:

GENTLEMEN—Taking up the question of claims presented by Hayes Bros., and also the work done on Section 16, I have to call your attention to my report on said claims dated March 13, 1900, published April 25 (see page 6440 of Proceedings). At that time I exhausted the powers vested in the Chief Engineer by the contract in making the settlement then presented for your consideration. The total claim as therein stated is $54,538.74. I allowed $15,488.53, which, in my judgment, covered all losses or delays for which this District was responsible to said contractors. This settlement was refused by the contractors, and they have employed counsel for the purpose of bringing suit for the full amount. These contractors, acting under advice of said counsel, have now offered to settle in full if they are paid, in addition to the amount recommended by me, the sum of $6,333.00, which they claim is the rental value of their plant for the time the work was delayed, as they claim, through failure to supply right of way. They have reported to me the plant which they then had, and I consider that a fair valuation for said plant would not exceed $12,000; hence I cannot recommend that the settlement asked for be made upon the basis of rental, as a payment of $6,333.00 for the rental of a plant valued at $12,000 for one year and twenty-one days is out of all reason. I wish to state, however, that I am fully satisfied from my own knowledge of the conditions that these contractors did lose money upon that work, the principal reason being that the unit prices at which the work was taken were lower than the work could be done for under all the conditions which surrounded it. Therefore I am prepared to recommend as a compromise settlement that you pay the sum asked, $6,333.00, in addition to what I have previously recommended, in adjustment of all claims of whatsoever nature arising or growing out of said contract.

It is greatly to the credit of these contractors that they did persevere after the expiration of the time allowed for completing the contract, and did work on land which was not given them by the District until after that time.

I think you will all remember that these contractors were before the Committee on more than one occasion asking for consideration, and that you assured them they would be treated fairly by the Committee when the work was closed up, they, on their part, giving an assurance that they would prosecute the work to completion regardless of any considerations.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Mr. Smyth, seconded by Mr. Jones, moved that the Committee report be adopted and the recommendations contained theren, concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette and Smyth — six. Nays—Mr. Wenter—one.

Upon this result the Chairman declared the motion carried.

Before voting Mr. Wenter presented the following explanation of his vote which he desired to have recorded in the Proceedings, permission being granted by unanimons consent:

"I vote no on the extra of Hayes Brothers on Section 16 — above the amount awarded by the Chief Engineer on March 13, 1900 (page 6440 of the Proceedings of the Board). Said award was $15,488.53. The Chief Engineer stated in making the award: 'At that time I exhausted the powers vested in the Chief Engineer by the contract in making the settlement then presented for your consideration. The total claim as therein stated is $54,538.74. I allowed $15,488.53, which, in my judgment, cov-

ered all losses or delays for which the District was responsible to said contractors.' I believe that finding should have stood, as the re-opening is a mistake of the Chief Engineer and may possibly have a detrimental result when other claims will be adjudicated in court."

REPORT ON RESOLUTION IN REFERENCE TO AGREEMENT WITH CANAL COMMISSIONERS; ALSO IN REFERENCE TO COMMUNICATION FROM COMMITTEE OF MUNICIPAL ART LEAGUE AND PETITION OF THE ASSOCIATED CYCLING CLUBS OF CHICAGO.

Mr. Smyth, Chairman, presented the following

REPORT:

"CHICAGO, November 28, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering, to which was referred, at the meeting of the Board of Trustees on October 3, 1900, the resolution concerning the subject of providing means to maintain the Summit level of the I. & M. Canal; and also a communication from the Municipal Art League in reference to expense for ornamentation of bridges, referred to your Committee on October 24, 1900; and also the petition of various and sundry parties to establish a roadway along the right-of-way of the District, presented to the Board of Trustees by the Associated Cycling Clubs of Chicago, herewith reports:

That the Committee has considered the various communications, resolutions and petitions heretofore presented and referred as aforesaid, and recommends that the same, and each of them, be placed on file.

Respectfully submitted,

(Signed) THOMAS A. SMYTH,
Chairman.
J. P. MALLETTE,
THOMAS KELLY,
B. A. ECKHART,
FRANK WENTER,
Committee on Engineering."

(Seventeen enclosures).

Mr. Smyth, seconded by Mr. Wenter, moved that the report be adopted, and the recommendations contained therein, concurred in.

On roll-call the vote stood. Yeas—Messrs. Carter, Kelly, Mallette, Smyth and Wenter — five. Nays — Messrs. Braden and Jones—two.

Upon this result the Chairman declared the motion carried.

REPORT IN REFERENCE TO REPAIRS AT BRIDGEPORT PUMPING STATION.

On behalf of the Committee on Engineering, Mr. Mallette presented the following

REPORT:

"CHICAGO, November 9, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith reports that the Chief Engineer has caused repairs to be made upon the Bridgeport Pumping Station, which are as yet incomplete. The Committee advises that the Engineer be given power to complete said repairs insofar as he has ordered same to be done upon the machinery which is now in the shops. Said machinery has been broken and impaired since the same has been received by the District.

The Committee recommends, therefore, that the Chief Engineer be authorized and directed to have completed the parts of the machinery which are now in the shop for repairs.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
FRANK WENTER,
WM. BOLDENWECK,
Committee on Engineering."

Mr. Mallette, seconded by Mr. Kelly, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Carter, Kelly, Mallette, Smyth and Wenter—five. Nays—Messrs. Braden and Jones—two.

Upon this result the Chairman declared the motion carried.

ADJOURNMENT TO SPECIAL TIME.

Mr. Jones, seconded by Mr. Smyth, moved that the Board do now adjourn to Monday, December 3, 1900, at 2 o'clock P. M.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—none.

Upon this result the Chairman declared the motion carried and the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 3 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

The adjourned session of the five hundred and sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Monday, December 3, 1900, at 2 o'clock P. M.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members—were present.

President Boldenweck then called the Board to order.

MINUTES.

The minutes of the regular meeting held November 21, 1900, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

MESSAGE OF RETIRING PRESIDENT.

The Clerk presented the following

MESSAGE:

"CHICAGO, December 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In closing my third term as your President and in retiring from the Board after nine years of service as a Trustee, it is with pride approaching exultation that I look back upon the work we have accomplished. One of the greatest engineering projects ever devised by man has been carried to completion, at a cost of more than thirty millions of dollars, and this vast amount of money has been so well expended as not to cause the slightest breath of scandal or the least murmur from the taxpayers who have contributed it. In the history of the public works of this country, or indeed of the world, I believe there cannot be found a better example of honest and efficient management, of the proper direction of public

means to the end of public good. To have been connected with such a body for so long is no small cause for satisfaction, but to have been honored by being made your presiding officer in the closing years of this great work seems such an especial token of esteem that it will always be a source of profound gratification to me.

By far the most important event of the year now ended has been the opening of the Canal by the admission of water to it at Kedzie Avenue, and the final lowering of the Bear-trap Dam at Lockport, whereby the consummation of our labors was reached. None of us can ever forget the eventful night in January when, after long search, we managed to kidnap the Honorable Isaac Taylor and the Honorable Albert F. Schoch, two of the Special State Commissioners, and by special train hurried them to Joliet, where they and the Honorable John Lambert, the third Special Commissioner, held with us the conference that decided the opening. That night will go down to history as one of the most important and significant that ever fell upon the State of Illinois. Who shall say what great salvation of human life, what unbounded development of commerce, what immeasurable industrial progress for our city, for the state—nay, for the nation and the world—lay bound up in that moment when, after our sleepless night of argument and persuasion, there flashed to us over the wires from Springfield the permit of Governor Tanner for opening the Channel! The boldest prophet would be likely to fall far short of the truth as future generations shall see it. Then came the anxious journey back to Lockport—a race against time and the efforts of St. Louis to enjoin us from making the opening—and at last, at 11:17 o'clock on the morning of January 17, the order to lower the great Bear-trap Dam. With the rushing of the waters of Lake Michigan down the rocky slope that in prehistoric ages formed their natural outlet to the Mississippi, the greatest task of our Board was ended and the dream of securing to Chicago a pure supply of water, unrivalled in quality and unlimited in quantity, became no longer a dream but a condition to be realized almost immediately.

In connection with the opening, I cannot refrain from giving especial credit to one of our number, the Honorable Bernard A. Eckhart, who, with the Honorable H. H. Kohlsaat, anticipating opposition to the opening, obtained from the War Department of the United States the permit that secured us from interference by the Federal authorities. This was given only after extended negotiations, and after the Honorable R. A. Alger, Secretary of War, had personally inspected the Canal and the Controlling Works with the Chief of Engineers of the Army, General Wilson, and had been convinced that no harm to navigation interests would result. It is worthy of record also that both these eminent officials expressed themselves as more than pleased with the work done by the Sanitary District, and pronounced the Controlling Works the largest and finest construction of the kind in America.

That our haste in opening the Canal was justified and based on substantial fears was quickly shown. Only sixteen minutes after the Bear-trap Dam was lowered for the opening, the application of St. Louis for permission to file petition for an injunction was made in the United States Supreme Court, the State of Missouri combining with the city and suit being entered at both Washington and Chicago. The case before the Supreme Court has recently been argued, and a decision is pending. It is reasonable to expect that this decision will be in our favor, the complainants having failed to show original jurisdiction in the Supreme Court in cases of this character. The able work done by Dr. A. R. Reynolds, Commissioner of Health for Chicago, in analyzing the waters of the Illinois and Mississippi Rivers during the time that the Canal has been in operation—work done gratuitously by Dr. Reynolds—has shown conclusively that the water supply of St. Louis has been benefitted rather than injured by the new stream from Lake Michigan.

The time is not remote when both expert engineers and laymen claimed that the only way for Chicago to get pure water was to extend the tunnels farther into the lake. Since the opening of the Canal it has been demonstrated that the method adopted of turning the sewage of the city away from the lake by means of a continuous current of water southward, is sufficient not only to keep pollution from reaching the cribs, but also to cause the water of the river to be clear and blue, so pure that fish can live in it again. How great the benefit in this latter respect alone has been was demonstrated on the few occasions when the Controlling Works had

to be closed in order to complete portions of the work, when the river soon became so polluted that it was necessary to re-open the works, after a day or two, in order to purify it. The beneficial result of the flow through the Canal is best shown, however, in the lessening of diseases attributable to impure water. Dr. F. W. Reilly, Assistant Commissioner of Health, has prepared the following statement showing the effect in this respect:

"From 1890 to 1899, inclusive, the average typhoid mortality was 3.38 per cent of the total mortality, or nearly 34 deaths from typhoid fever in every 1,000 deaths from all causes.

"For the first ten months of the Drainage Channel the typhoid mortality has been 1.21 per cent of the total mortality, or only 12 deaths from typhoid fever in every 1,000 deaths from all causes.

"This is a reduction of nearly two-thirds (64.5 per cent) in 1900 from the previous ten months' average.

"In actual numbers there were 8,037 deaths from typhoid fever during the ten years previous to the opening of the Drainage Channel, an average of 803 each year.

"During the ten months of 1900, January to October inclusive, there were 255 typhoid deaths. At the same monthly rate for November and December the total deaths for the first year of the Drainage Channel will be 306, an actual saving of 497 human lives from the previous ten-year average of deaths from this typical impure water disease.

"This saving represents, at the legislative value of a human life—namely, $5,000—the sum of $2,485,000. If to this be added the cost of medical attendance, nursing, medicines and loss of time—fully six weeks on the average for each typhoid survivor—about five for each death—it will be readily seen that the entire cost of the Drainage Channel will be saved to the community in less time than it took for its construction. And this saving is from one disease only and without considering the improvement of the general health and consequent prolongation of human life.

"A marked and increasing improvement in the sanitary quality of the city water supply since about the end of the third month of the operation of the Channel has been demonstrated by the daily chemical examinations in the laboratory of the Health Department. During last October (1900) ninety-three per cent of all supplies was shown by these examinations to be good; the supply from the four-mile tunnel and that from the Hyde Park, 100 per cent good; from the Chicago Avenue tunnel 96 per cent, and that from the Lake View 77 per cent good.

"In October, 1899, 70 per cent of all supplies was good, but in October, 1898, only 17 per cent of all supplies was good. These figures show an improvement of nearly twenty-five (24.7) per cent in 1900 over 1899 and nearly eighty-two (81.7) per cent over 1898.

"There is no other obvious cause for this improvement of the sanitary quality of the lake water than the operation of the Drainage Channel and, in a minor degree, the diversion of the Twelfth Street and the Twenty-second Street sewers from the lake.

"There is no other obvious cause for the reduction of the typhoid fever mortality than this improved sanitary quality of the water supply, resulting from the operation of th Drainage Channel."

It should be borne in mind, however, that though the decision of the Supreme Court will probably be in our favor as against the contention of St. Louis and Missouri, our antagonists will probably not relinquish the fight without an appeal to Congress. The Sanitary District must therefore be on its guard and prepared to meet any attacks that may be made during the coming session. In this connection the elaborate and comprehensive evidence that has been collected as to the condition of the waters of the Illinois and Mississippi Rivers before and after the opening of the Canal, will be of the highest value, and worth many times its cost.

Two other subjects relate to the opening and operation of the Canal. The fears expressed by many engineers as to the possible lowering of the level of Lake Michigan through the abstraction of so much water constantly, have so far proved groundless. Up to the present time no lowering of the lake has been noticed; indeed, the general level is said to have been somewhat above the record of previous years. The establishment of the fact that no danger has resulted from this source and that none is likely to result should do much to quiet the apprehensions of the navigation interests about the effect of our work.

A more serious question, however, and one that demands immediate attention, is the effect of the flow in the Chicago River, due to the opening of the Canal, upon navigation. As was foreseen, the new conditions have caused many complaints from the vessel interests about the difficulty of navigating in the current, and a few accidents have occurred which have necessitated the closing of the Lockport Controlling Works long enough to release boats caught by the current. These complaints and accidents, however, are diminishing as the vesselmen become accustomed to the new conditions and skilled in handling their craft in a current. Nevertheless, it should not be forgotten that the Sanitary District Board has pledged itself to remove the present obstructions to both naviga-

tion and the flow of water, and to that end has decided to replace existing center-pier bridges with bascules, and to widen the river to 200 feet generally in making improvements. The interests of navigation are second in importance only to the health of the city's population, and may be considered of first importance by the Federal authorities charged with conserving the rights of inter-state commerce on the lakes.

It has been expressly stated by the War Department that the question of the effect of the Canal upon navigation will be left to Congress to decide, so it is reasonable to suppose that there will be need of the District's making a defense in this matter as in the case of the St. Louis complaint. If the finances of the District will possibly admit beginning the new work on the river its active construction should be undertaken at once, as an evidence of good faith to the navigation interests and for the purpose of averting possible attacks. From a standpoint of public welfare, also, the river should be improved as far as is consistent with a broad interpretation of the Sanitary District Act, which has in mind a great waterway through the State of Illinois as well as the mere disposal of Chicago's sewage. This great waterway will be of little use if free communication between it and Lake Michigan is not provided for the longest, widest and deepest vessels afloat on our inland seas. Until this is done the Sanitary District Act cannot be said to have been carried out in its spirit, nor the highest material interests of Chicago conserved.

Few of us are unacquainted with the importance of the river in making Chicago what it is to-day, but many of us are apt to forget that we have not outgrown the need of a harbor suitable in every way for the enormous commerce that comes to our door by way of the lake. As the unparalleled growth of our city may be traced with certainty to its river and the commercial importance it gained with the construction of the Illinois and Michigan Canal, so its future prosperity may be assured by the improvement of the river on the most generous lines possible and the extension southward of our new and greater artificial waterway. And as the narrow, shallow ditch that extends from Chicago to LaSalle is now antiquated and for the purposes of modern commerce useless, so the river may not impossibly fall into disuse unless it is adapted to the requirements of the huge craft that now carry the bulk of the goods borne on the great lakes.

How important the river interests are may be seen from the following table, prepared in part by the Special State Commissioners, and from information furnished through the courtesy of the Honorable William Penn Nixon, Collector of Customs for the District of Chicago:

TABLE SHOWING COMMERCE ON THE CHICAGO RIVER.

YEAR.	Arrivals.		Clearances.		Totals.		Average Cargo, Tons.
	No.	Tonnage.	No.	Tonnage.	No.	Tonnage.	
1883	11,203	3,555,586	11,271	3,743,574	22,474	7,299,160	325
1884	10,513	3,481,957	10,640	3,489,666	21,153	6,971,623	330
1885	9,846	3,347,647	9,910	3,364,169	19,756	6,711,816	340
1886	10,180	3,564,309	10,267	3,594,549	20,447	7,158,858	350
1887	10,828	3,868,465	10,920	3,989,615	21,748	7,858,080	361
1888	10,158	3,990,921	10,308	4,134,064	20,466	8,124,985	397
1889	9,552	4,417,415	9,462	4,403,634	19,014	8,821,049	464
1890	9,188	4,344,502	9,284	4,429,654	18,472	8,774,156	475
1891	8,956	4,569,526	9,144	4,698,320	18,100	9,267,846	507
1892	9,073	4,798,241	9,252	4,976,216	18,325	9,774,457	533
1893	8,011	4,892,580	8,062	4,914,854	16,073	9,807,434	610
1894	7,318	4,328,685	7,379	4,358,359	14,697	8,687,044	591
1895	7,637	4,602,508	7,687	4,585,831	15,324	9,188,339	600
1896	7,154	4,787,250	7,102	4,719,522	14,256	9,506,772	667
1897	7,619	5,340,648	7,551	5,268,225	15,170	10,608,873	699
1898	7,624	5,285,559	7,763	5,466,321	15,387	10,751,880	699
1899	6,895	4,525,573	6,984	4,582,821	13,879	9,108,394	657

For 1900 no statistics can be had until the close of the year, but it is said by the Custom House officials who keep the records that there are no indications of a falling off in the tonnage for the year, though the number of arrivals and clearances may be less on account of the increasing size of vessels. The record for 1899 shows a decrease in business from previous years, which is attributed to the great strike of freight handlers at Buffalo, whereby traffic was almost suspended between the east and west on the great lakes for several weeks of that year.

The commerce of the river, it will be seen from the figures, is of tremendous size. In 1898 it amounted to approximately two-thirds the foreign commerce of New York City, the greatest seaport in the country and the second in the world; ninety per cent of the foreign commeree of Liverpool; two and three-quarter times the total commerce of Boston, and more than three times that of Philadelphia. The number of arrivals and clearances surpassed those of New York's total commerce, the figures for that port being 13,669 vessels, while Chicago had 15,387, or nearly thirteen per cent more. Three times as much commerce is carried on the main river as on the Calumet. A feature of the growth of the business of the Chicago River is the rapid increase in size of the vessels. In fifteen years average cargoes have more that doubled (from 330 tons in 1884 to 699 tons in 1898) and in only ten years, from 1888 to 1898, they have grown from 397 tons to 699 tons. It is probable that the statistics for 1900 will show average cargoes of more than 700 tons, 1899 not being a normal year for the reason mentioned.

These facts show that in planning for the improvement of the river the Sanitary District can hardly err in giving too generous dimensions to the stream generally, so far as may be consistent with the primary object of the Sanitary District. There are now on the great lakes a number of vessels between four hundred and four hundred and thirty feet long, of forty-eight to fifty feet beam and of a carrying capacity of 5,000 to 6,000 gross tons. It will not be long, at the present rate of development in the size of lake craft, before these huge boats will be asking admittance to Chicago's harbor regularly, and if accommodation cannot be found for them our commerce will go to other ports.

The new work that the Board has decided to do for the immediate amelioration of conditions in the river has been begun by the preparation of plans for the building of new bascule bridges at Main Street and Ashland Avenue, bids for the construction of which will be received January 16, 1901. Proposals will also be received on that date for building a bascule bridge over the Main Channel at California Avenue. There remain to be advertised the new structures for State, Randolph, Eighteenth, Polk and Harrison Streets, as soon as the plans can be completed. In the improvement of the river it seems so much better for the Board to apply its available funds to the building of new bridges rather than to proceed to the widening of the South Branch to 200 feet.

From data furnished by Chief Engineer Randolph, the cost of the work remaining to be done in the South Branch of the river has been computed as follows:

For widening to 200 feet south of Twelfth Street, in accordance with plans adopted, 469,547 square feet of land is yet to be acquired. The cost of this may be assumed at approximately $1.25 a square foot, making the total cost of the land needed..	$ 586,934 00
New docks, 15,000 lineal feet, and dredging, 335,000 cubic yards, for widening.....	787,875 00
New bridges at State, Randolph, Main, Harrison, Polk, Eighteenth and Canal Streets and Ashland Avenue,.	1,906,000 00
Total.....	$3,280,809 00
Less amount to be paid by the City of Chicago toward bridges.	$ 621,000 00
Total to be paid by Sanitary District.....	$ 2,659,809 00

This estimate does not include the cost of the California Avenue bridge, estimated at $55,000, which is over the Canal proper, nor the cost of reconstructing buildings in connection with the widening south of Twelfth Street, which will probably be in the neighborhood of $500,000. The grand total, including these items, therefore, foots up nearly $3,215,000.

From the foregoing statement it will be seen that with the resources of the District and considering the other work remaining to be done, the policy of putting money into

bridges rather than of using it for the purchase of land will be a wise one until funds are available for carrying out the entire plan of river improvement.

The result of the completion of the Taylor Street and the Chicago Terminal Railroad bridges will be a great relief to navigation, but there will still remain places between Van Buren Street and Taylor Street where the river has a width of only 126 feet, with an average width of only about 140 feet. The Taylor Street structure is ready to be put into commission and has been turned over to the city. Good progress is being made on the Chicago Terminal bridge, the foundations being nearly completed and steel for the superstructure being accumulated at points near the structure. Each of these bridges will have a clear opening of 120 feet at right angles to the center thread of the stream.

On account of "Capitalization and Maintenance of Bridges Account" there remains to be paid approximately as follows:

*Eight-track bridge	$ 149,713 20
Belt Railway Company bridge, balance due	10,338 50
Chicago Terminal bridges, Main Channel and river	26,749 20
C. R. I. & P. R. R. bridge in Joliet	$ 9,685 80
Total capitalization account	$ 196,486 70

*This amount will be contested by the railroad company.

Of the eight new bridges to be built along the river the city has agreed to pay $35,000 toward the cost of the one at Canal Street, by agreement dated September 21, 1899, (page 6037 of Proceedings). Part of the cost of the seven other bridges decided upon as those to be rebuilt along the river will be borne by the City of Chicago, if the ordinance passed by the City Council July 16 last (page 920 of Council Proceedings) and by the Sanitary District Board August 29 last (page 6718 of the Board's Proceedings) is carried out. This ordinance provides that in consideration of the bridges at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue being made with double roadways in place of the existing single roadways, there shall be paid by the City of Chicago to the Sanitary District $586,000. The portion of the ordinance relating to compensation is as follows:

"SECTION 1. That the present bridges over the Chicago River at State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue be replaced, when removed by the Sanitary District of Chicago, with double-track bascule bridges.

"SECTION 2. That the additional cost and expense which shall be incurred by the said Sanitary District of Chicago in replacing said bridges at said several streets with double-track bascule bridges over the cost of replacing them with single-track bascule bridges of the width of the present bridges so to be removed, not to exceed, however, in the aggregate the said five hundred and eighty-six thousand dollars ($586,000) estimated by the City Engineer as the additional cost of replacing said bridges with such double-track bascule bridges, shall be repaid to said Sanitary District of Chicago, and that there shall be issued in payment for said additional cost, the bonds of the City of Chicago to the full amount of said additional cost, not to exceed, however, the said sum of five hundred and eighty-six thousand dollars ($586,000), payable twenty (20) years after their date, bearing interest at the rate of three and one-half (3½) per cent per annum, payable semi-annually; provided, however, that it shall be adjudged and determined by the Supreme Court of this State, prior to the passage of the next appropriation bill, that such bonds are valid and legal obligations of the City of Chicago; and in case it shall not be so adjudged by said Supreme Court prior to said time, provision shall be made by the City Council for the payment thereof in its next appropriation bill; and the Mayor of the City of Chicago is hereby authorized and directed to enter into a contract on behalf of the City of Chicago and under its corporate seal with the said Sanitary District of Chicago, that in consideration that said Sanitary District will agree to replace said bridges at said several streets at its own cost and expense with double-track bascule bridges of the full width of said several streets, the City of Chicago will repay to it the additional cost and expense of replacing said bridges at said streets with such double-track bascule bridges over the cost and expense of replacing them with single-track bascule bridges of the width of the present bridges so to be replaced, not to exceed in the aggregate said sum of five hundred and eighty-six thousand dollars ($586,000), to-wit: The several sums of money estimated by the City Engineer as the said additional cost of replacing said bridges with said double-track bascule bridges at said streets respectively, namely:

State Street	$90,000
Randolph Street	82,000
Harrison Street	88,000
Polk Street	88,000
Eighteenth Street	84,000
Main Street	82,000
Ashland Avenue	72,000

Either by the issuance of bonds therefor, as herein provided, or in case said Supreme Court of this State shall not adjudge and determine prior to the passage of the next appropriation bill that said bonds will be valid and legal obligations of the City of Chicago,

to provide out of its general fund in its next appropriation bill such sums of money as shall be neceseary to repay to said Sanitary District such additional cost and expense, not to exceed, however, said sum of five hundred and eighty-six thousand dollars ($586,000)."

It will be seen that it was clearly the intention of the Council, in framing this ordinance, to reimburse the Sanitary District, whether the bonds proposed to be issued by the city shall be found legal or not. The draft of the contract which has been submitted to me, however, by the executive officers of the city contains a change in the compensation clause whereby payment for the extra cost of double roadways, by the city to the Sanitary District, is made to depend wholly on the bond issue. The new clause is as follows:

"*And in Consideration Thereof*, Said party of the first part doth hereby grant to said party of the second part permission and authority to remove the said bridges, including the center piers thereof, now crossing the Chicago River at the said named streets, to-wit: State, Randolph, Harrison, Polk, Eighteenth and Main Streets and Ashland Avenue, and doth hereby covenant and agree to, with the said party of the second part, that it, the said party of the first part, will, upon the completion of said work, pay to the said party of the second part, in bonds of the City of Chicago, as hereinafter set forth, the additional cost and expense of replacing said bridges at said streets with double-track bascule bridges of the full width of said streets, over the cost and expense of replacing them with single-track bascule bridges of the width of the present bridges so to be replaced, not to exceed in the aggregate the sum of five hundred and eighty-six thousand ($586,000.00) dollars, to-wit: The several amounts estimated by the City Engineer of the City of Chicago as the said additional cost of replacing said bridges with said double-track bascule bridges at said streets, respectively, as hereinbefore stated; which payment shall be made by the issuance to said Sanitary District of bonds of the City of Chicago, *and in no other way*, to the full amount of said additional cost, not to exceed, however, in amount the sum of five hundred and eighty-six thousand ($586,000.00) dollars, payable twenty (20) years after their date, bearing interest at the rate of three and one-half (3½%) per cent per annum, payable semi-annually; provided, however, that if it shall be adjudged by the Supreme Court of the State of Illinois at any time hereafter that said bonds are not valid obligations of said City of Chicago, the obligation of said Sanitary District of Chicago to replace said bridges at said streets with double-track bascule bridges, as herein provided, shall nevertheless continue in full force and remain the same as if said bonds had been held to be valid."

This change is in direct violation of the ordinance, and I therefore returned the contract to His Honor, the Mayor, calling attention to the matter in an accompanying letter, but have received no reply. Our Attorney has informed me, however, that he has learned from the Corporation Counsel that the Mayor does not intend to change the clause and execute the contract as directed by the ordinance of the City Council which he approved.

I desire also to call your attention to the contract made April fourth of this year between the Sanitary District and the City of Chicago, providing for the construction of a conduit and pumping works at Thirty-ninth Street and at Lawrence Avenue. These needed works for the full utilization of the Canal have been greatly delayed by the failure of the city's contractors, but we must now hope for a more rapid progress of the work. It is necessary that the pumping machinery be agreed on and contracts for it let. I am informed, however, by Chief Engineer Randolph that the specifications for the pumps have not yet been agreed upon, and that he does not approve the city's plan to put in centrifugal pumps, believing them neither the most economical nor the most efficient for the service this District expects to maintain.

Much time has been devoted in the year to perfecting ordinances and contracts between the District and the City of Chicago for leasing to the latter the water power at the Lockport end of the Canal. Had this power been rented to a private company, as was at first contemplated, the District's treasury would have been richer by several hundred thousand dollars, but the water power was reserved for the city. An ordinance for its development and use by the city was passed by the Council July 16, and by the Board of Trustees October 8. The contracts have been executed and now await the test of the bond issue, by means of which the city proposes to defray the cost of developing the power. If the Supreme Court of Illinois decides that this issue can not be legally made, there will be a great loss to the District, since it will then be necessary to let the power run to waste until the Legislature authorizes the bonds or arrangements can be made again for a lease to private parties.

The improvement of the North Branch of the Chicago River needs your immediate and careful attention. This stream is in a deplorable condition, and I have called the attention of the Board to it in two previous messages. It should be straightened and deepened as soon as possible. With the com-

pletion of the Lawrence Avenue conduit there will be an additional reason for the improvement in the need of means for conveying coal to the pumping station by boat during the navigation season. This work was originally undertaken by the City of Chicago, but owing to a lack of funds available for the purpose it was turned over to us. A Special Committee, consisting of myself as Chairman and Trustees Jones and Braden, was appointed on the matter. This Committee held several meetings with owners of property along the stream and arranged to acquire the necessary land for the widening free of cost, in accordance with the resolution of the Board passed May 31, adopting the following report from the Engineering Committee (see page 6594 of Proceedings):

"CHICAGO, May 31, 1900.

"*To the Honorable, the Board of Trustees of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Engineering begs leave to report that it has had under consideration the question of the improvement of that portion of the North Branch of the Chicago River lying between Belmont Avenue and Lawrence Avenue. A number of the owners of land adjoining the North Branch, between the streets above mentioned, have been interviewed on behalf of the District with a view to ascertaining if said owners would donate to the District the land necessary to effect the improvement of said North Branch as contemplated by the Sanitary District. The owners thus far interviewed have manifested a willingness to give to the District the land required for the deepening and widening of the North Branch.

Your Committee therefore recommends that the District straighten and widen said North Branch of the Chicago River, between Belmont Avenue and Lawrence Avenue, by making the channel of said North Branch of a width of not less than eighty (80) feet and of a depth of not less than eight (8) feet; provided, however, that such improvement shall only be made in case the owners of property adjoining said North Branch, on either side thereof, between Belmont Avenue and Lawrence Avenue, shall donate to the Sanitary District a strip of land ninety (90) feet in width on either side of said river, measured from the center thread of said stream.

Respectfully submitted,

THOS. A. SMYTH,
Chairman.

J. P. MALLETTE,
Z. R. CARTER,
B. A. ECKHART,
FRANK WENTER,
THOMAS KELLY,
WM. BOLDENWECK,
A. J. JONES,
Committee on Engineering."

The acquirement of the property needed to improve the North Branch was placed in the hands of Assistant Attorney Simon Forhan, who has reported to me the following progress:

"CHICAGO,, November 30, 1900.

Honorable William Boldenweck, President Sanitary District Board:

DEAR SIR—Deeds to the following tracts of land, conveying the same to the Sanitary District, in and along the proposed new channel of the North Branch of the Chicago River, have been placed in escrow, conditioned upon the opening of said channel in accordance with the ordinance of the City of Chicago of June 26, 1899, entitled "An ordinance establishing dock lines along the North Branch of the Chicago River, from a point 100 feet south of Belmont Avenue to Lawrence avenue." Said ordinance provides for the straightening, widening and deepening of the North Branch of the Chicago River, and the right of way needed for the purpose is shown on the accompanying map, in twenty-four tracts, lettered from A to W, inclusive.

For Tracts B, C, and G, deeds are in escrow with William Boldenweck.

For Tracts I, J, M, N and O, deeds are also in escrow with William Boldenweck, together with an agreement with the grantors, the Illinois Brick Company, dated August 8, 1900.

Deeds to Tracts S, T and W are in escrow with W. D. Kerfoot. The conditions of said deeds require the filling of the old channel, or premises contiguous thereto, without expense to the owners. Said deeds are in favor of the City of Chicago.

Tract D is owned by Sarah L. Bickerdike, Baird & Warner agents. The western ninety feet of said tract will be donated to the District on condition that the District pay $2,000 for the eastern ninety feet. As the new channel cuts off from the main body of the land and seriously damages 2.38 acres the price asked is very moderate.

Arthur Humphrey, agent for Tract A, states that he is assured that the owner will donate said tract.

Tract F is owned by James Bickerdike, who has promised to donate said tract upon being given satisfactory assurances that the old channel will be filled up free of expense to him.

Tract H is represented by Mr. Otto C. Butz. Mr. Butz promises to place deed in escrow whenever all but two or three of the other deeds have been placed in escrow.

The State Bank of Chicago (trustee) has promised to donate, on certain conditions to be submitted in a day or two, Tract E.

The Illinois Brick Company will submit a proposition in the near future, upon the fulfillment of which, the President of the company, B. A. Weber, assures me, the said company will purchase and donate Tracts L and P.

Hugh L. Mason, agent for J. W. Shelby,

owner of Tract R, states that said tract will be donated upon condition that the adjoining owners on the east purchase from said Shelby the western forty-three feet, more or less, of Tract O, owned by him.

Hugh L. Mason, representing the owners of the eastern portion of Tract Q, has submitted to said owners a proposition to purchase the western portion of Tract Q and donate the entire tract to the Sanitary District, upon condition that the Sanitary District pay said owners $1,800 for the excavation of 10,500 cubic yards of material thereon.

I have been unable to locate the owner of Tract U, but as said tract lies almost entirely in the river, it may be excavated without the owner's consent.

Tract V must be acquired by purchase or condemnation.

William Meadows, owner of Tract K, refuses to donate said tract.

The above comprises all the land required for the above mentioned purposes, from West Belmont Avenue to Lawrence Avenue.

Respectfully submitted,

S. J. FORHAN,
Assistant Attorney."

Committees from Evanston and other north-shore suburbs of Chicago have conferred with your Honorable Board during the year just passed, about the possibility and advisability of coming into the Sanitary District or forming an independent district and diverting their sewage from the lake to the North Branch of the Chicago River. I am of the opinion that if some equitable arrangement could be made for the annexation of this territory to the present District it would be very beneficial to all concerned. Under present arrangements there will be great danger of pollution to the water supply of the northern part of the Sanitary District from the sewage of Evanston, after all the sewers emptying into the lake between Diversey Avenue and the northern limits of the city are diverted from the lake by means of the Lawrence Avenue conduit.

Similar conditions exist in the southern portion of Chicago, except that the situation is worse, the sewage from the Calumet River polluting almost constantly the water supply of Hyde Park and the district for several miles north of the southern boundary of the Sanitary District—Eighty-seventh Street. Many of the taxpayers in this part of the city receive little or no benefit from the construction of the Main Channel. While the intercepting sewer system, when completed, will do something to relieve this condition, I am of the opinion that the proper remedy should be a radical one—the construction of a channel similar to the one we have just completed, through the Sag Valley, to join with our Channel at Sag Bridge. As this is for the interests of the Sanitary District as well as of the region below Eighty-seventh Street, I believe annexation to the Sanitary District would be a better means of affording the needed relief than the formation of another district.

It seems to me, in view of these conditions on both sides of the Sanitary District, that a movement could well be undertaken by the Board in the near future for the extension of the boundaries of the Sanitary District so as to make them at least co-extensive with the city limits, or, better still, to include all suburbs that are likely to affect the city's water supply at any point. I therefore recommend to your consideration, in view of the importance of the subject, the wisdom of the creation of a new or special committee by the Board to consider in all details the problems involved in these adjacent and outlying territories now knocking at our doors for annexation or drainage facilities. The fact that three-fifths of the water shed of the Calumet River is in Indiana opens interstate complications. I am of the opinion that the only way to settle this difficulty eventually will be for Congress to pass a law prohibiting cities or towns from discharging sewage into the lake.

There should also be considered in connection with the Calumet question the need of ultimately furnishing 600,000 cubic feet of water per minute through the Main Channel. At present we are furnishing the legal requirement of flow for the population within the Sanitary District actually draining into the Main Channel, and with the completion of the Thirty-ninth Street conduit it will be possible to provide at least 120,000 cubic feet a minute more. But the law requires that when the National Government shall so improve the Desplaines and Illinois Rivers as to allow a flow of 600,000 cubic feet a minute without harm—in other words, shall provide for the extension of the Canal as a deep waterway—then we must, within one year thereafter, enlarge the Main Channel so as to carry that amount of water. As the population of the city increases enlargement of the Canal will also be necessary, so that the 600,000 cubic feet a minute requirement will have to be worked toward constantly unless the legal requirements of dilution are changed, which is hardly probable. In view of these

facts some comprehensive plan ought to be devised for properly draining the entire metropolitan district from Evanston, or possibly some town farther north, to the Indiana state line, and all expenditures made progressively in harmony with this general plan, as the District may acquire funds. A policy of local improvements will be of little value unless made with consideration of ultimate necessities.

It is highly desirable that preparations be made by the Board for observing the effect of the coming spring floods in the Valley of the Illinois River, so that the District may be enabled to combat the claims that are almost certain to be made for flood damages. Men should be placed at different points to note the height of the water whenever an unsual rise occurs, and these observations should be compared and co-ordinated with the effects of floods before our Channel was opened. For many years we kept up gauge readings on all the streams having any relation to our work, but these have been abandoned for the last few years. Too much information cannot be collected on this important subject, and a comparatively small expenditure for the purpose now may save imposition and great expenditures later. The subject seems important enough to call your special attention to it.

There is great pleasure in noting that the exhibition made by us at the Paris Exposition has resulted in the award of the "Grand Prix" to the Sanitary District. Our exhibit, I am credibly informed, created universal admiration and high comments from engineers and others versed in construction works. It was made at a cost of $3,000, in accordance with the appropriation made for the purpose by the Board, and consisted of a papier-mache model of the Canal, twenty-five feet long and five feet wide, showing the entire Sanitary District and the Des Plaines Valley as far as Lake Joliet, together with a large number of photographs showing the different sections during construction and the machinery used for loosening and excavating the rock and earth. The exhibit was transported to Paris free of cost to the Sanitary District through the courtesy of the United States Government.

In accordance with the instructions of your Honorable Body, the Committee on Federal Relations caused to be prepared a Memorial to Congress, setting forth the work that the Sanitary District has accomplished and asking for the extension of the Canal as a national waterway between Lake Michigan and the Mississippi River. This was prepared with great pains and care, and gave in concise form a complete description of the Canal and a statement of the importance of extending it. The Memorial was presented to Congress by the Trustees and gave an impetus toward the construction of what will be without doubt eventually the greatest commercial waterway in the world. A commission of United States engineers has been examining the project carefully and has just made a report that will be available at the opening of Congress in December, in which the comparative merits of ten, twelve and fourteen feet depth for the proposed waterway are discussed. There is reason to believe that the fourteen feet depth will be recommended, and that Congress will take some action toward active construction. The cost of this extension would be so trifling to the National Government—less than the Sanitary District has already expended on thirty-four miles of the work—and the resulting benefits would be so enormous to commerce, besides the great advantages from a naval and military point of view, that the building of the waterway seems only a matter of time. Whatever can be done by the Board to hasten this most desirable improvement should be considered a duty to the spirit of the Sanitary District law and an investment of the most profitable kind for Chicago, as well as for the entire country.

On several occasions I have pointed out to the Board the need of a second Controlling Works, to be located at the Chicago end of the Canal, at or near Kedzie Avenue. With a proper construction of this sort, it would be possible to shut off the flow into the Canal from both connections with the Chicago River, and so to give quick relief to the vessels that occasionally become unmanageable in the current of the South Branch and jammed across the stream, through the carelessness of captains, or from other causes. At present it is necessary, in case of accident to a vessel, to close the Lockport works, but these are so far away that at least eight hours are consumed in stopping the flow. With such works at this end, as I believe can be built at a moderate cost and without preventing navigation between the Canal and the river, it should not take more than from one to two hours to bring the river to a quiet level. Furthermore, in case of an accident

to the Lockport Controlling Works, or of a serious break along the Canal, a second set of works might save incalculable injury and irreparable loss of life at Lockport and Joliet, while it would also be highly useful in case of repairs being needed at any point along the Channel. Indeed, it seems to me that it should be a fixed principle in any construction where human life and property are at stake to provide double safeguards. Should an emergency ever occur where the need of a second set of Controlling Works would be shown at disastrous cost, the Board of Trustees would never be forgiven by the public, and its members would never cease to reproach themselves for their lack of foresight.

It is part of the duty of the retiring President to lay before the Board a clear and concise statement of the finances of the District. For the first time we are confronted with the statutory limit to our bond issue. Our recent issue of $2,375,000 brought a premium of only $2,500, on account of the bidder's taking the risk of a possibly adverse court decision as to the legality of the bonds, while a premium of $27,000 was offered for the $2,500,000 originally advertised, on condition that we should guarantee the issue. To have accepted the larger offer would have been disastrous, as the decision of the Supreme Court could not be obtained in time to be of use to the District. It was, therefore, the part of wisdom for the Committee on Finance to accept the lower unconditional offer and, thereby secure the money necessary to carry on the work.

The following is a summary of the finances of the District:

NET RECEIPTS AND DISBURSEMENTS FROM THE ORGANIZATION OF THE DISTRICT TO DECEMBER 1, 1900.

Net Receipts.

Bond Account	$14,485,000 00
Tax Account	22,070,418 57
Interest on Deposits	214,432 60
Tax Warrants for 1896 outstanding	10,963 39
Tax Warrants for 1899 outstanding	88,407 92
Tax Warrants for 1900 outstanding	375,209 17

Net Disbursements.

Administration and Superintendence		$ 2,391,501 50
Construction Account—		
Main Channel and River Diversion	$22,181,477 33	
Bridges	2,321,299 61	
Ill. & Mich. Canal Locks at Bridgeport	76,809 17	
Life saving apparatus	9,608 97	
		$24,589,195 08
General Account		573,496 32
Interest on Tax Warrants		438,735 13
Interest on Bonds		3,207,713 26
Rent Account		7,953 02
Land Account, Right of Way		3,227,862 52
Maintenance Account		177,280 70
Capitalization and Maintenance of Bridges		282,196 22
Special Commissioners, Chicago Drainage Canal		33,075 94
Labor Account, Section E		5,020 00
Labor Account, Section F		22,118 10
E. D. Smith & Co		2,400 07
Halvorson, Richards & Co		2,258 84
Heldmaier & Neu		140 00
Scherzer Rolling Lift Bridge Company		4,719 82
Smith & Eastman		4,507 75
Toledo Bridge Company		500 55
P., C., C. & St. L. Ry. Co		378 00
Chicago Junction Ry. Co		189 00
Chicago Terminal Transfer R. R. Co		189 00
Cash in hands of officers, Emergency Funds		18,100 00
Cash in hands of Treasurer		2,258,900 83
	$37,248,431 65	$37,248,431 65

The condition of the construction contracts and all the work now in progress or immediately contemplated is as follows:

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Condition of Construction and Capitalization Contracts, December 1, 1900.

DESIGNATION.	Approximate Estimate	Amounts Paid	Obligations to Date
Completed contracts	$ 18,519,702 88	$ 18,519,702 88	.....
Chicago River	1,179,885 27	988,377 44	$ 191,507 83
Section O	668,211 45	640,110 81	28,100 64
Section K	328,459 47	325,959 47	2,500 00
Section E	798,813 69	779,814 74	18,998 95
Section 1	1,356,510 66	1,349,615 00	6,895 66
Controlling Works, Section 15	303,836 68	298,624 12	5,212 56
Section 17	558,897 05	523,030 36	35,866 69
State Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
Randolph Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
C. T. T. R. R. Co.'s Bridge, Chicago River	439,697 60	155,463 20	284,234 40
Taylor Street Bridge, Chicago River	104,075 43	82,075 43	22,000 00
Harrison Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
Polk Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
Eighteenth Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
Main Street Bridge, Chicago River	* 18,000 00	12,000 00	6,000 00
Eight-Track Bridge, Main Channel, Sec. O.	650,287 99	554,696 87	95,591 12
The Belt Railway Company of Chicago's Bridge, Main Channel, Section K	219,548 28	134,188 28	85,360 00
The A., T. & S. F. Ry. Co.'s Bridge, Main Channel, and Stevens St. Subway, Sec. 8.	146,569 53	134,801 13	11,768 40
Tow Path Bridge, Section 17	31,707 08	30,735 35	971 73
Totals for construction contracts	$ 25,414,203 06	$ 24,589,195 08	$ 825,007 98
Capitalization of bridges	478,681 90	282,196 20	196,485 70
Totals for construction and capitalization contracts	$ 25,892,884 96	$ 24,871,391 28	$ 1,021,493 68

* Contracts for bridges proper not yet entered into.

There are now pending before the Board claims made by contractors on account of work completed, as follows:

STATEMENT OF CLAIMS PENDING.

	Amount	Amount Allowed by Chief Engineer	Amount Rejected by Chief Engineer
McMahon & Montgomery Company, Section O	$ 324,338 52	$ 51,338 52	$ 273,000 00
Griffiths & McDermott, Section 1	117,491 71	379 60	117,112 11
Griffiths & McDermott, Bear Trap Dam	50,083 27	4,063 65	46,019 62
Gahan & Byrne, Section 18	29,045 61	1,159 02	27,886 59
Total claims pending	$ 520,959 11	$ 56,940 79	$ 464,018 32

The following suits are pending in the courts:

Section	CONTRACTOR	Court	No. of Suit	Amount
O	McMahon & Montgomery Company	Circuit	138939	$ 500,000 00
D	E. D. Smith & Co. (not yet filed)	.....	.....	161,164 30
C	Western Dredging and Construction Company (not yet filed)	.....	.....	250,075 20
1	Griffiths & McDermott	Circuit	181343	150,000 00
1	Alfred Harley	Circuit	159797	200,000 00
2 and 4	McArthur Bros.	Superior	197437	70,000 00
5	Qualey Construction Company	Circuit	182654	150,000 00
.....	Carnegie Steel Co., Ltd. (Santa Fe bridge)	U. S.	71	19,000 00
14	Smith & Eastman	Circuit	178620	175,000 00
15	Wright, Meysenburg, Sinclair & Carry	Superior	192856	150,000 00
.....	Griffiths & McDermott, Bear-trap Dam	Circuit	205754	60,000 00
18	Gahan & Byrne	Circuit	212391	50,000 00
	Total			$1,935,239 50

On the thirty first day of October your Honorable Body instructed me to notify the Illinois and Michigan Canal Commissioners that on and after November 15th the District would cease to supply water from the Bridgeport pumps into the Illinois and Michigan Canal, to maintain the Summit level. This level has been maintained by the Sanitary District in accordance with an agreement entered into between the Board of Trustees and the Illinois and Michigan Canal Commissioners December 21, 1899. The contract was made after several conferences between His Excellency, J. R. Tanner, Governor of Illinois, the Special Commissioners appointed by him, and our Board. In this negotiation it was distinctly stated that the intention of the Legislature was never to destroy navigation on the Illinois and Michigan Canal and this view was virtually conceded by the Trustees. As the City of Chicago has informed this Board that it intended to abandon the Bridgeport pumps as soon as our Canal should be open, provisions had to be made to maintain navigation on the old canal. The majority of the Board were of the opinion that they had a legal as well as a moral right to maintain navigation on the State waterway, and therefore entered into the contract whereby the District assumed the maintenance of the pumps at Bridgeport under the supervision of the City of Chicago. This arrangement lasted until August, when this Board took direct charge of the pumps, leasing them from the City, with the provision that their control should revert to the City whenever the District should cease to maintain them. In October our General Counsel and Attorney rendered an opinion to the effect that the District was not liable for the maintenance of navigation on the Illinois and Michigan Canal. On the strength of this opinion the Board ordered the notice sent to the Canal Commissioners that pumping would cease after November 15, 1900.

An injunction has been applied for by the the Canal Commissioners to prevent the District from ceasing to maintain navigation on the Illinois and Michigan Canal and the case is now being tried before His Honor, Edward F. Dunne, Judge of the Circuit Court. Pending the decision, we are compelled to maintain the pumps.

In conclusion, I desire to thank the Trustees for their uniform courtesies and support and for the high honor they have conferred upon me in thrice electing me to the Presidency of the Board, and also to express my appreciation of the faithful way in which the employes of the District have discharged their duties. The recollection of my connection with the Board will, I am sure, be one of the pleasantest memories of my life throughout all future years.

Respectfully submitted,

WM. BOLDENWECK,

President."

Mr. Wenter, seconded by Mr. Eckhart, moved that the message be printed and placed on file, and that one thousand pamphlet copies of same be printed for distribution.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

VOUCHER.

The Clerk presented the following voucher:

J. J. Corcoran (extra services) ..$250 00

Mr. Kelly, seconded by Mr. Carter, moved that the voucher, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

RESIGNATION OF ATTORNEY.

The Clerk presented the following

RESIGNATION:

"CHICAGO, November 30, 1900.

To the Honorable, the Board of Trustees:

GENTLEMEN — I hereby respectfully tender my resignation of the office of the Attorney of the Sanitary District of Chicago.

I beg leave to take this opportunity of expressing my gratitude for the uniform courtesy and indulgence extended to me by the Board of Trustees.

I also beg leave to state that the record which is now closed could not have been accomplished without the fidelity and zeal of those associated with me in the administration of the Law Department of the District for the past two years.

Very respectfully,

(Signed) CHARLES C. GILBERT."

Mr. Jones, seconded by Mr. Braden, moved that the resignation of the Attorney be accepted, to take effect when his successor has been duly elected and qualified.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO PURCHASE OF LAND FROM LOUIS HUTT.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, December 3, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—Your Committee on Finance, having had under consideration the purchase of certain property adjoining the South Branch of the Chicago River, herewith reports as follows: That the property sought to be purchased for the corporate purposes of the District is owned by one Louis Hutt; that the purpose for which said property is desired by the District is that of widening and deepening the Chicago River and the South Branch thereof, according to the plans adopted and contemplated by the Engineering Department. Said land is described as follows:

That part of Lots 2, 3 and 4, in Block 34 of the Canal Trustees' Subdivision of the west ½ of Section 21, Township 39 north, Range 14 east of the Third Principal Meridian, and so much of the southeast ¼ as lies west of the South Branch of the Chicago River, lying southeasterly of the present (December 1, 1900) easterly dock line of the South Branch of the Chicago River, and northwesterly of the following described line: Beginning at a point on the dividing line between Lots 1 and 2, in said Block 34, 159 feet westerly of the west line of Canal Street, measured along said dividing line; running thence southwesterly to the point of intersection of the present (December 1, 1900) easterly dock line of the South Branch of the Chicago River with the north line of Twenty-second Street.

Your Committee, therefore, recommends that the Attorney of the District be authorized and directed to commence immediately condemnation proceedings against said property, and that he be further authorized and directed to offer to the owners of said property the sum $9,181.25, in full settlement for said property.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
FRANK WENTER,
B. A. ECKHART,
J. C. BRADEN,
ALEX. J. JONES,
THOMAS KELLY,
WM. BOLDENWECK,
J. P. MALLETTE,
THOMAS A. SMYTH,
Committee on Finance."

Mr. Carter, seconded by Mr. Wenter, moved that the report be adopted and

the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM OSSIAN GUTHRIE.

The Clerk presented a communication from Ossian Guthrie, dated December 1, 1900, which, on motion of Mr. Jones, was referred to the Committee on Engineering.

RESOLUTION IN REFERENCE TO RETIRING TRUSTEES.

Mr. Wenter presented the following

RESOLUTION:

"*Resolved*, That the Board of Trustees of the Sanitary District of Chicago spread upon the records of this Board a vote of thanks to the Trustees who on this day sever their connection with the Sanitary District—Trustees B. A. Eckhart and William Boldenweck date their connection with this Board back to November, 1891—Trustee Thomas Kelly to November, 1892—and Trustee James P. Mallette to November, 1895.

The valuable services rendered by the Trustees to the people of this District have brought about the completion of one of the most gigantic public works of the century.

Resolved, further, That this resolution be printed in the Proceedings of the Board and that a copy of the same be sent to each of the retiring members above named."

Mr. Wenter, seconded by Mr. Jones, moved that the resolution be adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Jones, Smyth and Wenter—five. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Eckhart, seconded by Mr. Wenter, the Board then adjourned.

A. R. Porter., CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 4, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ANNUAL MEETING.

The eleventh annual meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, on Tuesday, December 4, 1900, at 2 o'clock P. M., pursuant to the rules.

The Clerk called the Board to order and stated that he had received certificates of the election on November 6, 1900, as Trustees of the Sanitary District of Chicago of the following named gentlemen: William H. Baker, Joseph C. Braden, Zina R. Carter, Frank X. Cloidt, Alex. J. Jones, Wm. Legner, Thos. A. Smyth, Thos. J. Webb and Frank Wenter.

The Clerk further announced that the gentlemen named had not yet taken the oath of office, and that Judge Carter, of the County Court, was present to administer the same.

Judge Carter thereupon administered the oath of office to the nine members elect.

On roll-call, Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter, nine members, were present.

ELECTION OF TEMPORARY CHAIRMAN.

The Clerk then announced that the election of Temporary Chairman was in order, and Mr. Wenter, seconded by Messrs. Legner and Carter, moved that Mr. Thos. A. Smyth be elected Temporary Chairman.

The motion prevailed unanimously, and Mr. Smyth thereupon took the chair.

ELECTION OF PRESIDENT.

The Chair then announced that the first thing in order was the election of a

President of the Board of Trustees for the ensuing year.

Mr. Legner, seconded by Messrs. Baker and Braden, nominated Mr. Alex J. Jones for President.

Mr. Carter, seconded by Mr. Webb, nominated Mr. Frank Wenter.

On roll-call the vote stood:

For Mr. Jones—Messrs. Baker, Braden, Cloidt, Legner and Smyth—five.

For Mr. Wenter—Messrs. Carter and Webb—two.

For Mr. Carter—Mr. Wenter—one.

Upon this result the Chairman declared Mr. Alexander J. Jones duly elected President of the Board of Trustees of the Sanitary District of Chicago for the ensuing year.

Mr. Jones thereupon took the Chair and thanked the members for the honor conferred.

ELECTION OF VICE-PRESIDENT.

Mr. Cloidt nominated Mr. Wm. H. Baker for Vice-President of the Board of Trustees of the Sanitary District of Chicago for the ensuing year and, seconded by Mr. Braden, moved that he be elected.

The motion prevailed unanimously and the President declared Mr. Baker duly elected Vice-President.

ELECTION OF ATTORNEY.

Mr. Smyth, seconded by Mr. Legner, moved that Mr. Jas. Todd be elected Attorney of the Sanitary District of Chicago vice Chas. C. Gilbert resigned.

Mr. Webb, seconded by Mr. Wenter, moved that Mr. Julius Goldzier be elected.

On roll-call the vote stood:

For Mr. Todd—Messrs. Baker, Braden, Cloidt, Jones, Legner and Smyth—six.

For Mr. Goldzier—Messrs. Carter, Webb and Wenter—three.

Upon this result the President declared Mr. Jas. Todd duly elected Attorney of the District.

RESIGNATION OF ASSISTANT CLERK AND APPOINTMENT OF SUCCESSOR.

The Clerk presented a report transmitting the resignation of Thos. S. Bell as Assistant Clerk, making the appointment of Louis C. Legner as his successor and asking the concurrence of the Board in the same, as provided by the Rules.

The following is

THE REPORT:

"CHICAGO, December 4, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the name of Mr. Louis C. Legner as Assistant Clerk to fill the vacancy caused by the resignation of Mr. Thomas S. Bell, which is hereto attached, and respectfully ask your concurrence in the same, as provided by Rule 21 of the Rules of the Board of Trustees.

Respectfully submitted,

(Signed) A. R. PORTER,
Clerk."

(One enclosure).

Mr. Braden, seconded by Mr. Smyth, moved that the appointment of Mr. Legner be confirmed, said appointment to take effect when Mr. Legner shall have assumed the duties of the position.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Cloidt, Jones, Legner and Smyth—six. Nays—Messrs. Carter, Webb and Wenter—three.

Upon this result the President declared the motion carried.

RESOLUTION IN REFERENCE TO ABOLISHMENT OF CERTAIN OFFICES AND REDUCTION OF ENGINEERING FORCE.

Mr. Wenter presented the following

RESOLUTION:

WHEREAS, The present departmental organization of the Sanitary District was formed in 1890 and 1891, when the work on the Channel was inaugurated; and

WHEREAS, Said organization consisted of four executive departments—a Clerical, a Treasury, a Law and an Engineering Department—the heads of each respective department, together with its assistants and other employes, carried the work on the Channel onward finally to completion; and

WHEREAS, The forces heretofore employed were of neccessity scattered over the entire length of the Channel, a distance of 30 miles; and,

WHEREAS, The said necessity for the distribution of forces has ceased, and whatever construction is being carried on now is and will be confined to a narrow limit of a few miles on the Chicago River, it being a well-known fact that the

amount of work to be carried forward by this Board will be infinitely small when compared to that which was accomplished during the years of 1892 and 1899, inclusive; and,

WHEREAS, The time has arrived when the tax-payers of the Sanitary District have a right to expect a very material reduction of the expenses of this District; therefore, be it,

Recommended, That the office of General Counsel at a salary of five thousand dollars a year be abolished; that the office of Assistant Clerk at a salary of two thousand four hundred dollars be abolished, and the number of employes in the Clerical Department be confined to four persons, exclusive of a telephone operator; that the office of Engineer of Bridges and Bridge Construction at a salary of three thousand six hundred dollars be abolished, as the Chief Engineer can well attend to that work now; that the Engineering Department be reorganized on an economical and efficient basis and the same be confined only to the actual demands now existing; that an effort should be made to dispense with a part of the space now occupied for offices of this Board whereby a material reduction in the annual rental can be attained; and that the Police Department (which was created by an act of the Legislature in 1892-1893, at a time when a police force was recognized as a necessity for the maintenance of good order along the entire length of the Channel, which was at that time a beehive of industry) be reduced to ten men, consisting of one captain, two sergeants and seven patrolmen, with salaries fixed according to the responsibility, and with headquarters at the Controlling Works.

Therefore, in order to carry out the above recommendations and comply with the rules of the Board, be it

Resolved, That the rules of the Board referring to the election of a General Counsel and an Assistant Clerk be stricken out and repealed, and that so much of this resolution as refers to said two officers be laid over for one week in accordance with the rules of this Board; and be it

Further resolved, That the Committee on Engineering take up the question of reducing the force of the Engineering Department in accordance with the recommendations herein made and report back to this Board a week from tomorrow's meeting; and, be it

Further resolved, That the police force be reduced in accordance with the recommendations herein made and the salaries readjusted, and that the Committee on Health and Public Order take up this question and report back to this Board a week from to-morrow's meeting."

Mr. Wenter, seconded by Mr. Carter, moved that the resolution be adopted.

Mr. Smyth, seconded by Mr. Baker, moved as a substitute that the resolution be referred to the Committee on Engineering, when appointed, with instructions to report back to the Board within two weeks from the next regular meeting of the Board.

Mr. Smyth's motion, being accepted by Mr. Wenter, prevailed unanimously, and it was so ordered.

ORDER IN REFERENCE TO COMMITTEE ON ANNEXATION.

Mr. Cloidt presented the following

ORDER:

"WHEREAS, The message of the retiring President has called attention to the necessity of early consideration of the various problems of the drainage of outlying and surrounding territory, and has recommended the solution of these problems, either by the annexation of said territory, or by arrangements permitting the same to drain into the Drainage Channel; and has recommended the creation of a committee to consider the annexation and drainage of such several divisions of territory; therefore, be it

Ordered, That a Committee on Annexation be and the same is hereby created to consider these various subjects, such Committee to consist of the entire membership of the Board, and the chairman thereof to be designated by the President of the Board of Trustees at the date of the announcement of the regular standing committees of the Board."

Mr. Cloidt, seconded by Mr. Braden, moved that the order be adopted.

The motion prevailed unanimously and it was so ordered.

APPOINTMENT OF COMMITTEES FOR 1900-1901.

The President then announced the appointment of committees for the year 1900-1901, which are as follows:

Finance—Zina R. Carter, Chairman; William H. Baker, Joseph C. Braden, Frank X. Cloidt, Alexander J. Jones,

Wm. Legner, Thos. A. Smyth, Thos. J. Webb and Frank Wenter.

Federal Relations — Frank Wenter, Chairman; Frank X. Cloidt, William H. Baker, Zina R. Carter, Joseph C. Braden, Alexander J, Jones, Wm. Legner, Thos. A. Smyth and Thos. J. Webb.

Engineering—Joseph C. Braden, Chairman; Thos. A. Smyth, Frank Wenter, Thos. J. Webb, Wm. Legner, Frank X. Cloidt, Zina R. Carter, Wm. H. Baker and Alexander J. Jones.

Judiciary—Wm. Legner, Chairman; Thos. J. Webb, Wm. H. Baker, Joseph C. Braden, Zina R. Carter, Frank X. Cloidt, Alexander J. Jones, Frank Wenter and Thos. A. Smyth.

Annexation—Frank X. Cloidt, Chairman; Joseph C. Braden, Zina R. Carter, Frank Wenter, Wm. H. Baker, Wm. Legner, Thos. J Webb, Thos. A. Smyth and Alexander J. Jones.

Labor—Thos. J. Webb, Chairman; Wm. Legner, Frank Wenter, Thos. A. Smyth, Frank X. Cloidt, Zina R. Carter, Wm. H. Baker, Joseph C. Braden and Alexander J. Jones.

Health and Public Order—Thos. A. Smyth, Chairman; Joseph C. Braden, Zina R. Carter, Wm. H. Baker, Frank X. Cloidt, Wm. Legner, Frank Wenter, Thos. J. Webb and Alexander J. Jones.

Rules—The President, Chairman, *ex officio;* Wm. H. Baker. Joseph C. Braden, Zina R. Carter, Frank X. Cloidt, Wm. Legner, Thos. A. Smyth, Thos. J. Webb and Frank Wenter.

ADOPTION OF RULES.

Mr. Wenter, seconded by Mr. Carter, moved that the rules of the old Board be temporarily adopted until the Committee on Rules shall report permanent rules for the Board.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Wenter, the Board then adjourned.

A. R. Porter, CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 5, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, December 5, 1900, at 2 o'clock P. M.

On roll-call Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—nine members—were present.

President Jones then called the Board to order.

MESSAGE IN REFERENCE TO REDUCTION OF ADMINISTRATIVE EXPENSES.

The President presented the following

MESSAGE:

"CHICAGO, December 5, 1900,

Gentlemen of the Board of Trustees:

The serious financial condition of the Sanitary District makes it imperative that the strictest economy should be exercised, and that this economy should begin at once. I therefore recommend an immediate reduction of $35,000 per annum in the administrative expenses of the Engineering Department of the Sanitary District. The Chief Engineer, with whom I have fully discussed the needs of his department, as well as the present condition of all engineering and construction work of the District, agrees with me that this reduction is practicable, and, while unwilling to consent to a greater diminution of the force, expresses a cheerful determination to make the best showing possible with the number of employes retained.

I therefore recommend that, until the financial condition of the District shall have improved and new work shall necessitate a larger force, the following employes of the Engineering Department be dropped from the services:

One Superintendent of Bridges and Bridge Construction	$3,600
One Assistant Engineer	2,400
One Sub Assistant Engineer	1,800

Three Instrument Men	$5,400
One Sub Instrument Man	1,200
Two Computers	2,730
Three Rodmen	3,375
One Photographer	1,800
Three Draftsmen	4,320
One Inspector	1,125
Four Firemen, Bridgeport Pumps.	3,120
Three Oilers, Bridgeport Pumps..	2,340
One Clerk, Bridgeport Pumps....	1,200

A resolution introduced at yesterday's meeting of the Board of Trustees, relating to the necessity of a reduction of the engineering force, was referred to the Committee on Engineering to be reported upon two weeks from to-day. I am unable to see why the era of economy should not begin at once, instead of two weeks from to-day. To delay for two weeks would mean an additional expenditure of over $1,400, which could be and should be retained in the Sanitary District treasury. As the Chief Engineer finds this action practicable, I therefore recommend that the reduction be ordered at once.

Respectfully submitted,

ALEX. J. JONES.

President."

Mr. Wenter, seconded by Mr. Smyth, moved that the message be referred to the Committee on Engineering to consider same and report back at once, and that the Board do now take a recess for that purpose.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—nine. Nays—none.

Upon this result the President declared the motion carried, and the Board thereupon adjourned for recess at 2:20 P. M.

ACTION AS TO GENERAL REDUCTION OF FORCE.

On re-convening at 2:30 P. M., Mr. Braden, Chairman of the Committee on Engineering, reported verbally, recommending the unanimous adoption of the President's message and reporting back the resolution of Mr. Wenter in reference to the abolishment of certain offices and reduction of the force, with the recommendation that the Board now proceed to consider the reduction of the forces of the several departments

The motion prevailed unanimously and it was so ordered.

President Jones then called Vice-President Baker to the chair.

Mr. Jones suggested that the reduction of the police force be now taken up. Marshal Coen being called in and asked for a statement, reviewed at length the condition of his department and its necessities.

On motion of Mr. Jones, seconded by Mr. Smyth, it was ordered that the commanding force should in the future consist of the Marshal and two sergeants. Further consideration of the reduction of the Police Department was postponed, after some discussion, until the next meeting of the Board, the same to be a special order for that day.

Mr. Jones suggested that the consideration of the Law Department be now taken up.

In this connection the Clerk presented the following

RESIGNATION:

"December 5, 1900.

To the Honorable, the Board of Trustees:

GENTLEMEN—I beg hereby to tender my resignation of the office of Third Assistant Attorney of the Sanitary District of Chicago, to take effect at the pleasure of your Honorable Body.

Very respectfully yours,

(Signed) SIMON J. FORHAN,

Third Assistant Attorney."

Mr. Smyth, seconded by Mr. Braden, moved that the resignation be accepted, to take effect at once, and that the thanks of the Board of Trustees be tendered Mr. Forhan for his services in the past.

The motion prevailed unanimously and it was so ordered.

Mr. Jones then moved that the office of Third Assistant Attorney be abolished, and that the salary of the principal Clerk of the Law Department be reduced from $150 to $125 per month.

The motion prevailed unanimously and it was so ordered.

Mr. Wenter, seconded by Messrs. Carter and Webb, moved that the office of General Counsel be abolished.

In this connection Mr. Jones presented the following

COMMUNICATION:

December 5, 1900.

Hon. Alexander J. Jones, Sanitary District of Chicago, City:

DEAR SIR—In response to an inquiry

from you this morning as to the work done by the General Counsel for the Sanitary District during the current year, we submit the following:

We have not kept an exact record of the time spent upon the work of the Drainage District. On almost all matters, however, submitted to the General Counsel, work has been done by both members of our firm and by our office force. The General Attorney of the Board has consulted us on almost all important matters. Some of the matters that have been up before us during the current year have been the rights of the Drainage Board in regard to the Chicago River and deepening and widening the same; liability for damages to property owners from the fact that the surface of the river has been lowered; the right to issue bonds; the Scherzer Company bridge controversy; disputes with contractors over work done, and all the various questions and litigation that your Board has had with the Canal Commissioners, including the suit filed at Joliet to enjoin the opening of the Controlling Works at Lockport and the removal thereof to the Federal Court; the suit brought by the State of Missouri in Washington; the suit lately tried before Judge Dunne, in which the Canal Commissioners are seeking to compel the Drainage District to continue the pumping works at Lockport; the dispute over the Copperas Creek and Henry Dams and other litigation. On all of these matters we have had numerous consultations with Mr. Haley and sometimes with Mr. Gilbert, and the consultations have usually been held at our office, though frequently at Mr. Gilbert's office. Mr. Runnells attended before your Board or Committees thereof on several occasions. A number of opinions have been given by the General Counsel upon these matters, and many opinions (the more important ones) prepared by the General Attorney have been submitted to the General Counsel. On all these matters not only both the members of the firm, but also the assistants in our office have been occupied in examining the law and authorities preparatory to giving opinions, preparing pleadings and the other work done in connection with the above matters. For instance, during Mr. Runnells' absence in the East the case concerning continuing the pumping works at Lockport has been tried before Judge Dunne. That matter was first fully considered by both members of our firm and afterwards Mr. Haley and Mr. Burry spent ten continuous days trying the case, during which time, also, two assistants in our office were devoting the larger part of their time to the collection and examination of authorities to be presented to the court. We have also appeared in court on numerous other occasions and taken part in arguments.

All the questions submitted to our office have been of such character and importance as to require much time and research. The meetings of attorneys at our office and those we attended at your General Attorney's office, and the consultations thereat, have been very numerous and have covered an extended range of questions.

It would add but little to what we have said to indicate more particularly the days or time spent upon these various matters. We wish, however, to say that the time of this office that has been devoted to the business above referred to, if charged for at our regular rates, would have more than exceeded the compensation paid the Genoral Counsel.

Respectfully submitted,

RUNNELLS & BURRY.

On roll-call on the motion of Mr. Wenter the vote stood: Yeas—Messrs. Carter, Webb and Wenter—three. Nays—Messrs. Baker, Braden, Cloidt, Jones, Legner and Smyth—six.

Upon this result the Vice-President declared the motion for the abolishment of the office of General Counsel lost.

Mr. Jones then suggested that the Board now proceed to consider the needs of the Clerical Department.

Mr. Webb, seconded by Mr. Wenter, moved that the office of Assistant Clerk be abolished.

On roll-call on the motion the vote stood: Yeas—Messrs. Carter, Webb and Wenter—three. Nays—Messrs. Baker, Braden, Cloidt, Jones, Legner and Smyth—six.

Upon this result the Vice-President declared the motion lost.

On motion of Mr. Wenter, seconded by Mr. Webb, consideration of the matter of the reduction of space now occupied for offices of the Board was referred to the Committee on Rules.

CLAIM OF OTTAWA GAS LIGHT AND COKE COMPANY FOR ALLEGED DAMAGES.

By unanimous consent Mayor M. T. Moloney, President of the Ottawa Gas

Light and Coke Company, presented a communication from said company making certain statements in reference to damages alleged to have been caused by overflow of the company's property, and addressed the Board at some length in reference to the subject matter contained in the communication.

By unanimous consent the communication was referred to the Committee on Judiciary.

President Jones then resumed the chair.

MONTHLY REPORT ON EMPLOYES.

The Clerk presented the following

REPORT:

"CHICAGO, Dec. 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the month ending November 30, 1900, as the same have been reported to me:

Engineering Department	52
Clerical Department	5
Law Department	8
Treasury Department	1
Police Department	18
General	3
Maintenance	35
Total employes	122

Respectfully submitted,

(Signed) A. R. PORTER,
Clerk."

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM THE TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of November, 1900, which by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"Receipts.

Balance on hand at date of last report		$ 2,380,835 99
From County Treasurer, Sanitary District Tax Account	$ 300,000 00	
From Illinois Trust and Savings Bank, Interest Account	2,687 98	
From Chicago National Bank, Interest Account	1,006 69	
From Home Savings Bank, Interest Account	328 76	
From Equitable Trust Company, Interest Account	405 50	
Total cash received for month		$ 304,428 93
		$ 2,685,264 92

Disbursements.

Police Department	$ 2,452 62	
Clerical Department	1,074 09	
Treasury Department	166 67	
Engineering Department	8,212 59	
Construction Account	80,208 28	
Law Department	8,755 24	
Land Account	43,375 08	
General Account	6,111 55	
Bond Account	100,000 00	
Bond, Interest and Premium Account	32,500 00	
Maintenance Account	15,786 33	
Chicago Terminal Transfer Railroad Company	189 00	
Chicago Junction Railway Company	189 00	
Pittsburg, Cincinnati, Chicago and St. Louis Railway Company	378 00	
Tax Warrants Paid, Levy 1899	38,163 17	
Interest on Tax Warrants Paid, Levy 1899	1,667 06	
Total cash disbursed		$ 339,228 68
Balance this date, in banks (as per schedule endorsed hereon)		2,346,036 24
		$ 2,685,264 92

Schedule.

Illinois Trust and Savings Bank	$ 1,057,396 01
Chicago National Bank	862,701 45
Home Savings Bank	200,000 00
Equitable Trust Company	200,000 00
National Bank of Illinois	25,938 78
Total	$ 2,346,036 24

CHICAGO, December 1, 1900. (Signed) F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Asst. Treasurer.*"

REPORT IN REFERENCE TO REMOVAL OF BELT RAILWAY CROSSING TEMPORARY BRIDGE.

The Clerk presented the following

REPORT:

"CHICAGO, December 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Taking up the question of the removal of the temporary bridge from the Belt Crossing of our Channel, I only succeeded in getting two bids on this work, and only one of these was responsive to the needs of the case. This one, however, exceeded the $500 limit.

I suggest that I be allowed to hire the outfit necessary for doing this work, which consists of taking down the trestle and pulling the piles from the channel, the loading and delivering of the same at our Robey Street yard. I can hire the outfit for $75.00 per day and the work will take about a month, so that the cost would be in the neighborhood of $2,400.00.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer."

Mr. Smyth, seconded by Mr. Baker, moved that the report be referred to the Committee on Judiciary with power to act.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

APPROVAL OF BOND OF ATTORNEY.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, December 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance respectfully reports to your Honorable Body that the official oath and bond of James Todd, as Attorney of the Sanitary District of Chicago, in the sum of twenty thousand dollars ($20,000.00), conditioned for the faithful performance of his duties as such Attorney, with Martin H. Kilgallen and Richard J. Cooney as sureties, was presented to your Committee on December 5th, A. D. 1900, in accordance with the Rules of the Board, and that your Committee approves of the same and accordingly presents said bond and oath herewith, and recommends that the same be filed with the Clerk.

Respectfully submitted,

(Signed) ZINA R. CARTER,
Chairman
FRANK X. CLOIDT,
J. C. BRADEN,
THOMAS A. SMYTH,
WM. H. BAKER,
ALEX. J. JONES,
WM. LEGNER,
THOMAS J. WEBB,
FRANK WENTER,
Committee on Finance."

(Accompanied by bond and oath.)

Mr. Carter, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM ATTORNEY FOR JOS. PATTERSON IN REFERENCE TO ALLEGED DAMAGES.

The Clerk presented a communication dated December 3, 1900, from C. W. Munn, attorney for Jos. Patterson, in reference to settlement of claims for

alleged damages to land, which, by unanimous consent, was referred to the Committee on Judiciary.

INSTRUCTIONS TO COMMITTEE ON FEDERAL RELATIONS.

Mr. Carter, seconded by Mr. Cloidt, moved that the Chairman of the Committee on Federal Relations be requested to correspond with members of Congress from this city in reference to District matters coming before Congress and ascertain what steps are necessary to protect or promote our interests at Washington.

The motion prevailed unanimously and it was so ordered.

RE-EMPLOYMENT OF BRIDGE ENGINEER.

In connection with the proposed reduction of the engineering force, the Chief Engineer stated that the Engineer of Bridges and Bridge Construction has called his attention to the condition of certain unfinished bridge plans and suggested that about then days further time be given him to complete certain necessary work on them.

Mr, Smyth, seconded by Mr. Braden, moved that we re-employ the Engineer of Bridges and Bridge Construction for a period not to exceed one month, the time to be determined by the Chief Engineer.

On roll call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smith, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

FURTHER ORDER IN REFERENCE TO REORGANIZATION.

Mr. Wenter, seconded by Mr. Smyth, moved that the further business of reorganization be referred to the Committee on Engineering with power to act, the said Committee to meet at 2 o'clock, Thursday December 6, 1900, and the reduction in the Engineering Department to take effect at 6 o'clock P. M. on Thursday, December 6, 1900.

The motion prevailed unanimously and it was so ordered.

AUTHORITY IN REFERENCE TO EXPERIMENTAL RIPRAPPING ON SECTION O.

The Chief Engineer reported verbally the following:

"I have to report that I have arranged for the experimental work of riprapping 100 feet in length on Section O upon the following basis: I have rented the necessary dredge, scows and tug from Lydon & Drews Company at $14.50 per hour, and have secured the stone from the Western Stone Company at the rate of 90 cents per cubic yard. The stone company will deliver this stone from their own quarry rather than from our own spoil banks, with the understanding that they be permitted to take an amount equal to that furnished us from our spoil banks next season. I ask that you authorize this arrangement."

Mr. Carter, seconded by Mr. Wenter, moved that the action of the Chief Engineer be confirmed.

On roll call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Braden, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 12, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, December 12, 1900, at 2 o'clock P. M.

On roll-call Messrs. Braden, Carter, Cloidt, Jones, Legner and Smyth—six members—were present, Messrs. Baker and Webb arriving subsequently.

President Jones then called the Board to order.

MINUTES.

The minutes of the regular meeting held November 28, the adjourned session of the same held December 3, the annual meeting held December 4 and the regular meeting held December 5, 1900, were approved as printed, on motion of Mr. Carter, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT

Lydon & Drews Company (Chicago River improvement)	$ 4,180 31
Lydon & Drews Company (C. T. T. R. R. Co. Bridge)	83 00
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	10,831 91
Heldmaier & Neu (Section 17, Crib)	74 94

Heldmaier & Neu (Section 18, intake valve)	$ 115 35	
Heldmaier & Neu (Section 18, repairing dredge)	286 70	
Heldmaier & Neu (Section 17, Coffer Dam)	814 06	
Heldmaier & Neu (Section 17, regular, Dec. 1, 1900)	6,332 37	
Heath & Milligan (Chicago River By-Pass)	22 17	
The P., C., C. & St. L. Ry. Co. (Pan Handle Bridge)	927 89	
Geo. S. Kellar (Willow Springs sidewalk)	198 88	
American Bridge Company (Section 17, waste gates)	482 50	
American Bridge Company (Section 17, waste gates)	482 50	
Elgin, Joliet and Eastern Railway Company (Section 17, raising track)	500 00	
The Marsh & Bingham Company (Section 17, waste gates)	70 00	
Wilcox Bros. (Controlling Works, power plant)	46 95	
Hercules Powder Company (Controlling Works, power plant)	55 19	
Fred Boehme (Controlling Works, power plant)	60 00	
Fred Boehme (Controlling Works, power plant)	122 85	
Norton & Co, (Controlling Works, power plant)	107 00	
F. Munch (Controlling Works, power plant)	112 87	
F. Munch (Controlling Works, power plant)	50 47	
Barrett Hardware Company (Controlling Works, power plant)	219 99	
Western Stone Company (Controlling Works, power plant)	371 90	
Isham Randolph (sundry sections)	880 99	
A. R. Porter, Clerk (Section 17 and Controlling Works)	1,810 20	
	$	29,240 99

ENGINEERING DEPARTMENT.

P. F. Pettibone & Co. (stationery)	$ 1 75	
Pearson Bros. (blue prints)	5 21	
Eugene Dietzgen Company (blue prints)	43 41	
Keuffel & Esser Company (drafting supplies)	15 53	
Henry Gebhardt (carpenter work)	4 00	
R. Seelig (repairing instruments)	2 00	
The Consumers Company (water)	3 76	
W. H. Salisbury & Co. (mittens)	2 01	
Geo. B. Norton (livery)	4 00	
Marshall Field & Co. (signal cloth)	6 80	
Crerar, Adams & Co. (nails)	2 40	
Fairbanks, Morse & Co. (cement sieves)	22 55	
Ralph Modjeski (expert services)	56 14	
Noah Whitley (surveying, Will County)	60 00	
W. T. Keating (expense)	16 09	
G. M. Wisner (expense)	23 00	
J. S. Hull (expense)	43 25	
Isham Randolph (expense)	46 00	
A. R. Porter, Clerk (Joliet work)	105 00	
	$	462 90

CLERICAL DEPARTMENT.

Cameron, Amberg & Co. (stationery)	$	11 00

LAW DEPARTMENT.

Joliet Water Works (water tax)	$ 3 62	
Chicago Law Institute (fines)	4 20	
American Water Company (water)	6 75	
Wm. F. Hutchinson, Clerk (transcript)	10 50	
Murray J. Brady (stenographic fees)	41 50	
Murray J. Brady (stenographic fees)	42 50	
Edward R. Nadelhoffer (services)	28 20	

D. Barrett & Co. (livery)	$ 16 00	
Gibson Bros. (printing briefs)	8 80	
A. D. Cadwallader, Clerk (court costs)	145 75	
Thos. J. Holmes (legal services)	700 84	
	$	1,008 66

GENERAL ACCOUNT.

W. T. Keating (expense telephone line)	$ 6 41	
Geo. W. Adelmann (livery)	11 00	
The Chicago Daily News Company (advertising)	61 50	
The Construction News Company (advertising)	28 65	
The Engineering News Publishing Company (advertising)	42 00	
Tedens & Dystrup (sundries, "Juliet")	16 64	
Youghiogheny and Lehigh Coal Company (coal, "Juliet")	24 50	
Raber & Watson (telephone line)	5 25	
Western Telephone Construction Company (telephone line)	30 25	
Isham Randolph (telephone line)	484 55	
The A. T. & S. F. Ry. Co. (special train, inspection trip)	137 10	
John F. Higgins (printing Proceedings)	145 48	
Security Deposit Company (rent, offices, December, 1900)	518 33	
	$	1,511 66

POLICE DEPARTMENT.

Mrs. A. Hartwig (laundry)	$ 4 00	
M. Philbin (coal)	7 00	
	$	11 00

MAINTENANCE ACCOUNT.

Standard Oil Company (oil, Controlling Works)	$ 4 38	
R. B. Crouch (gasoline, warehouse)	5 61	
Western Engineers' Supply Company (supplies, warehouse)	10 77	
The Kelly-Atkinson Construction Company (storing scows)	13 20	
California Manufacturing Company (lumber, warehouse)	13 50	
H. M. Hooker Company (prints, etc., warehouse)	23 40	
E. R. Klemm (stone jacks, warehouse)	43 40	
W. T. Keating (expense, warehouse)	5 78	
Isham Randolph (pay roll, warehouse)	114 00	
Martin & Morehead (mantles, Bridgeport pumps)	3 30	
John Spry Lumber Company (lumber, Bridgeport pumps)	4 93	
South Side Lumber Company (lumber, Bridgeport pumps)	5 00	
Hibbard, Spencer, Bartlett & Co. (hardware, Bridgeport pumps)	5 79	
A. F. Stolte (rent, sprinkling wagon, Bridgeport pumps)	10 00	
Franklin McVeagh & Co. (candles, etc., Bridgeport pumps)	11 30	
R. B. Crouch (oil, Bridgeport pumps)	11 39	
Western Engineers' Supply Company (oil, Bridgeport pumps)	53 58	
Isham Randolph (repairs, Bridgeport pumps)	100 75	
Youghiogheny and Lehigh Coal Company (coal, warehouse, police stations)	182 60	
	$	622 68

P., C., C. & ST. L., CHICAGO JUNCTION AND C. T. T. R. R. COMPANIES.

J. R. Davis (drilling dowel holes)	756 00
Grand total	$ 33,624 89

Mr. Carter, seconded by Mr. Webb, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, (*except as to vouchers in favor of Martin & Morehead for $3.30, John Spry Lumber Company for $4.93, South Side Lumber Company for $5.00, Hibbard, Spencer, Bartlett & Co. for $5.79, A. F. Stolte for $10.00, Franklin MacVeagh & Co. for $11.30, R. B. Crouch for $11.39, Western Engineers' Supply Company for $53.58 and Isham Randolph for $100.75, on all of which he voted nay*), Carter Cloidt, Jones, Legner and Webb—seven (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 999, Treasury Department (vault shelving)..... $ 60 00

Mr. Carter, seconded by Mr. Braden, moved that Requisition No. 999, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner and Webb—seven. Nays—none.

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM THE CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of November, 1900, which, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, December 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the report of the Clerical Department for the month of November, 1900:

The total expenditure of the District for the month was $281,885.25, of which amount the sum of $242,055.02 was paid in Regular Warrants and the sum of $39,830.23 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $38,163.17 was for 1899 Tax Warrants redeemed and $1,667.06 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department during the month was $1,171.58, of which amount the sum of $1,068.33 was for salaries and the sum of $103.25 for general office expenses.

The total amount expended for account of, and charged to, the General Account during the month was $10,404.46, divided as follows:

Rent for November, 1900.....	$ 518 33
Printing.....	269 30
Streams examination.....	407 58
Salaries.....	2,900 33
Advertising.....	92 16
Engraving bonds.....	1,497 50
Telephone line.....	1,787 50
Telephone service.....	1,328 75
General expenses.....	1,603 01
Total.....	$10,404 46

Of the total Tax Levy Warrants heretofore issued, the following amounts were still outstanding December 1, 1900:

Against the Tax Levy of 1896.....	$ 10,963 39
Against the Tax Levy of 1899.....	50,244 75
Against the Tax Levy of 1900.....	379,209 17
Total.....	$ 440,417 31

The following is a tabulated statement of total expenditures for the month of November, 1900.

ACCOUNT.	Regular Warrants.	Paid by Treasurer.	Total for Month.
Engineering Department	$ 8,607 65		$ 8,607 65
Construction	186,359 52		186,359 52
Clerical Department	1,171,58		1,171 58
Law Department	9,388 09		9,388 09
Land	11,674 20		11,674 20
Treasury Department	166 66		166 66
General	10,404 46		10,404 46
Police Department	1,942 31		1,942 31
Maintenance	11,584 55		11,584 55
P., C., C. & St. L. Ry. Co.	378 00		378 00
Chicago Junction Railway Company	189 00		189 00
Chicago Terminal Transfer R. R. Company	189 00		189 00
1899 Tax Warrants redeemed		$ 38,163 17	38,163 17
Interest on Tax Warrants redeemed		1,667 06	1,667 06
Totals	$242,055 02	$ 59,830 23	$ 281,885 25

Respectfully submitted,

(Signed) A. R. PORTER, *Clerk.*"

POSTPONEMENT OF CONSIDERATION OF POLICE DEPARTMENT.

Under the head of unfinished business, Mr. Cloidt, seconded by Mr. Baker, moved that the further consideration of the reduction of the Police Department, which was made a special order of business for this day, be postponed for two weeks.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO PURCHASE OF LAND FROM FRANK G. HOYNE, ET AL.

Mr. Carter, Chairman, presented the following

REPORT·

"CHICAGO, December 11, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that it has reached an agreement with Frank G. Hoyne, for himself, and as attorney in fact for Thomas M. Hoyne, Frances H. Hoyne, Emma J. Hoyne, Leonora E. H. Williams, Effie Gertrude Wells and Thomas M. Hoyne, guardian of the estate of Eugene DeBronkart, a minor, the owners and parties in interest, for the acquirement of certain lands hereinafter described, in the sum of thirteen thousand three hundred and fifty-four dollars and thirty cents ($13,354.30). This property is acquired for the purpose of widening and straightening the South Branch of the Chicago River.

Your Committee further reports that a petition for the condemnation of said lands has been filed in the Circuit Court of Cook County, and your Committee therefore, recommends that the Attorney of the District be instructed to have judgment entered in said cause in the sum of $13,354.30, subject to the following stipulations, viz:

That the said Frank G. Hoyne, Thomas M. Hoyne, Frances H. Hoyne, Emma J. Hoyne, Leonora E. H. Williams, Effie Gertrude Wells and Thomas M. Hoyne, guardian of the estate of Eugene De Bronkart, a minor, shall waive all claims for loss or damage to the property not taken, and, further, shall build, or cause to be built, at their own expense, a dock along the new bank of the remaining portion of said land fronting on the South Branch of the Chicago River when the

excavation of said property, for the purposes above mentioned, has been completed. Said dock to be built in accordance with the specifications of the Sanitary District.

Your Committee further recommends that upon the rendering of said judgment the President and Clerk of the District be authorized and directed to pay, upon the voucher of the Attorney, to said Frank G. Hoyne, for himself, and as attorney in fact as above, the sum of $13,354.30 for the land described as follows, to-wit:

That part of the northerly half, by frontage, of Lot 3, in Block 14, in the Canal Trustees' Subdivision of the west half of Section 21, Township 39 north, Range 14 east of the Third Principal Meridian, and so much of the southeast quarter as lies west of the South Branch of the Chicago River, lying southeasterly of a line described as follows:

Beginning at a point on the dividing line between Lots two and three in said Block 14, one hundred and ninety and five-tenths feet east of the northwest corner of said Lot three, measured along said dividing line; running thence southwesterly to a point on the south line of said Lot three one hundred and seventeen and forty-six one-hundredths feet east of the southwest corner of said Lot three, measured along said south line, containing 7,631.03 square feet more or less.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman.
J. C. BRADEN,
WM. LEGNER,
THOS. J. WEBB,
WM. H. BAKER,
FRANK X. CLOIDT,
A. J. JONES,
Committee on Finance."

(One enclosure.)

Mr. Carter, seconded by Mr. Braden, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE OF BELT RAILWAY BRIDGE ACROSS MAIN CHANNEL ON SECTION K.

Mr. Braden, Chairman, presented the following:

REPORT:

"CHICAGO, December 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents the final certsficate of the Chief Engineer in favor of The Toledo Bridge Company in the sum of fifty-two thousand six hundred and seventy-three dollars and seventeen cents ($52,673.17) for work performed under its contract for the construction of the superstructure of the Belt Railway Company's Bridge across the Main Channel on Contract Section "K," said contract being dated May 27, 1899.

The Committee advises the Board of Trustees that there are on file with the District three claims against said The Toledo Bridge Company, as follows:

Marsh & Bingham Company...	$ 628 64
Geo. B. Carpenter & Co.....	296 10
Jas. H. Clark.....	195 03
These claims aggregating the sum of.....	$1,119 77

That the District also has a claim against said compainy for labor paid on its behalf and material furnished aggregating the sum of $1,369.16. The Committee advises that these several claims be added together and that the same be reserved out of the estimate found to be due by the Chief Engineer in the certificate aforesaid, and that the balance remaining be paid to said contractor.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of said Chief Engineer, the sum of $52,673.17 to said The Toledo Bridge Company, less the amount of claims listed above, aggregating the sum of $1,119.77, which said amount shall be held by the Clerk until said claims are settled or adjusted, or until the further order of the Board of Trustees, upon the payment by the said The Toledo Bridge Company to the Sanitary District of Chicago of the sum of $1,369.16, and upon said company then executing a receipt and release in full for

all claims and demands of whatsoever kind or nature.

Respectfully submitted,

(Signed) JOS. C. BRADEN,
Chairman.
ALEX. J. JONES.
THOMAS J. WEBB,
WM. H. BAKER,
WM. LEGNER,
FRANK X. CLOIDT,
Committee on Engineering."

The following is

THE FINAL CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, December 5, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago.

GENTLEMEN—I hereby certify that the Toledo Bridge Company has completed all of the work covered by its contract, dated May 27, 1899, for the superstructure of the Belt Railway Company of Chicago's Bridge across the Main Channel on Contract Section "K." This work is done to my full satisfaction, and in accordance with the terms of said contract with this District.

The statement of the completed contract is as follows:

Lump sum price for superstructure		$131,200 00
6,825 pounds test bars, at 3½c	$238 87	
Less scrap iron	45 70	
		$ 193 17
Total		$131,393 17
Amount paid on previous estimates		78,720 00
Amount due and unpaid		$ 52,673 17

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Mr. Braden, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO PAYMENT OF INDEMNITY TO THE C., R. I. & P. RY. CO. FOR REPAIRS AND MAINTENANCE OF BRIDGE, ETC.

Mr. Braden, Chairman, presented a report from the Committee on Engineering, in reference to, and accompanied by, the report of the Chief Engineer and accompanying joint certificate as to the amount of indemnity due the C., R. I. & P. Ry. Co. for repairs and maintenance of bridges, said report and accompanying certificate having been referred to that Committee at the meeting held November 28, 1900 (page 6667 of the Proceedings).

The following is the

REPORT:

"CHICAGO, December 12, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a joint certificate from the Chief Engineer of the District and H. A. Parker, Vice President of the Chicago, Rock Island and Pacific Railroad Company, fixing the sum to be paid the railroad company by the District under the provisions of Article 2 of Section 2 of the contract entered into by the parties aforesaid, dated October 1, 1897. The certificate is a joint estimate of the amount due the railroad company under the contract aforesaid for the ordinary maintenance and repairs of the bridge structure designated in Article 1 of Section 1 of said contract (see Proceedings of 1897, page 4438)

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Chief Engineer, the sum of nine thousand seven hundred and sixty-three dollars and forty cents ($9,763.40) to said Chicago, Rock Island and Pacific Railroad Company when said company shall have executed a receipt and release therefor in the proper form.

Respectfully submitted,

(Signed) JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
THOS. J. WEBB,
ALEX. J. JONES,
WM. LEGNER,
FRANK X. CLOIDT,
Committee on Engineering

(Two enclosures.)

(*For joint certificate, etc. see Proceedings, page 6867.*)

Mr. Braden, seconded by Mr. Legner, moved that the report be adopted, and the recommendations contained therein, concurred in.

On roll-call the vote stood. Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—eight. Nays—none.

Upon this result the President declared the motion carried.

COMMUNICATION FROM MATHEWSON & ARNOLD IN REFERENCE TO TITLE TO TOWPATH ALONG THE CHICAGO RIVER.

The Clerk presented a communication from Messrs. Mathewson & Arnold, dated December 10, 1900, making a certain proposition to furnish evidence toward the establishment of the title of the State to the towpath along the Chicago River, which on motion of Mr. Baker, seconded by Mr. Smyth, was referred to the Committee on Engineering by unanimous consent.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Legner, the Board then adjourned.

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 19, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Wednesday, December 19, 1900, at 2 o'clock P. M.

On roll-call Messrs. Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—seven members—were present.

President Jones then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Dickinson Cement Company (Section 15, power plant)	$ 846 40	
Heldmaier & Neu (Section 17, regular, November 15, 1900)	2,236 50	
A. & P. Roberts Company (Eight-track Bridge)	28,862 40	
Pennsylvania Steel Company (C. T. T. R. R. Co. Bridge)	48,404 87	
		$ 80,350 17

ENGINEERING DEPARTMENT.

Frederick Post Company (blue prints)	$ 3 14	
Keuffel & Esser Company (blue prints)	8 91	
S. J. Stebbins Company (hardware)	12 25	
Sibley-Warehouse and Storage Company (storing patterns)	28 50	
Ralph Modjeski (expert services)	31 66	
The Canal Commissioners (Inspectors' services)	46 88	
		$ 131 34

LAW DEPARTMENT.

Chas. A. Noble, Recorder (fees)	$ 2 28	
Thomas N. Jamieson, Clerk (fees)	11 90	
John W. Nadelhoffer (expense)	36 48	
The Gunthorp-Warren Printing Company (printing)	55 00	
Otis P. Graves (witness fees)	3 00	
Gus Zirk (witness fees)	6 00	
Friend E. Alvord (witness fees)	9 00	
E. T. Cooper (witness fees)	15 00	
T. J. Stephenson (witness fees)	30 00	
Geo. Sperry (witness fees)	30 00	
J. M. Adams (witness fees)	33 50	
Edward B. Bushnell (witness fees)	50 00	
I. W. Richards (witness fees)	175 00	
Frank Newkirk (witness fees)	175 00	
Lyman E. Cooley (witness fees)	300 00	
		$ 932 16

GENERAL ACCOUNT,

Western Union Telegraph Company (telephone line)	$ 210 10	
Western Electric Company (telephone line)	608 19	
		$ 818 29

MAINTENANCE ACCOUNT.

H. G. Buchmann (ice, Controlling Works)	$ 7 20	
Wm. O'Connell (hardware, Controlling Works)	15 33	
E. S. McDonald (steam fitting, Bridgeport)	113 34	
The Carl Anderson Company (repairs)	2,074 20	
		$ 2,210 07

P., C., C. & ST. L., CHICAGO JUNCTION AND C. T. T. R. R. COMPANIES.

J. R. Davis (drilling holes, center pier, Eight-track Bridge)		$ 642 00
Grand total		$ 85,084 03

Mr. Cloidt, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden (*except as to vouchers in favor of E. S. McDonald for $113 34 and the Carl Anderson Company for $2,074.20, on which he voted nay*), Cloidt, Jones, Legner, Smyth, Webb and Wenter—seven (*except as above stated*). Nays—none (*except as above stated*).

Upon this result the President declared the motion carried.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented the following

REPORT:

"CHICAGO, December 1, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to report herewith the amount of salaries, expenses and liabilities of the Law Department for the month of November, 1900, which are as follows:

SALARIES.

Attorneys	$1,366 67	
Office force	435 00	
		$ 1,801 67

GENERAL EXPENSES.

Court costs	$ 8 00	
Right of way (salaries)	150 00	
Legal services	416 67	
Extra legal services	5,850 00	
Expense Account	1,005 50	
Books, printing and stationery	76 25	
		$ 7,506 42

LAND ACCOUNT.

Right of way (Chicago River)	$ 8,674 20
Total	$ 17,982 29

The following suits were begun during the month.

Janet H. Royer vs. The Sanitary District of Chicago, General No. 211,733, in the Circuit Court of Cook County. This is a suit in assumpsit for $2,590.00, which is for interest on the deferred payment of the amount awarded in the condemnation case of the Sanitary District of Chicago against Adam.

D. C. Deegan vs. The Sanitary District of Chicago, in the Justice Court of Geo. H. Woods. This is an assumpsit suit for $200.00 for supplies said to have been delivered to the cook of the Steamer "Juliet."

The Canal Commissioners vs. The Sanitary District of Chicago, General No. 212,609, in the Circuit Court of Cook County. This is a bill to enforce the specific performance of the contract requiring the maintenance of the Summit level by the operation of the Bridgeport Pumping Works. This case was on trial before Judge Dunne for about a week and has been taken under advisement.

The case of John Lussem vs. The Sanitary District of Chicago, General No. 211,737, in the Circuit Court of Cook County, involving the validity of the bonds issued under the ordinance of September 12, 1900, has been tried before Judge Neely and submitted on briefs.

The following proceedings were had in the cases mentioned:

The case of the State of Missouri vs. The State of Illinois, et al., in the Supreme Court of the United States, was argued on November 12, 1900, and taken under advisement by the court. The opinion in this case will probably determine the disposition of the case of the City of St. Louis vs. The Sanitary District of Chicago, now pending in the Circuit Court of the United States.

The case of the Belt Railway Company of Chicago vs. The Sanitary District of Chicago, General No. 199,046, in the Superior Court of Cook County, has been dismissed according to stipulation of the parties.

The case of McArthur Brothers vs. The Sanitary District of Chicago, General No. 197,437, in the Superior Court of Cook County, was reached for trial and passed, to be taken up on ten days' notice.

The case of the City of Joliet vs. The Sanitary District of Chicago has been appealed to the Supreme Court of Illinois. The important question as to the power of municipal corporations to levy special assessments upon the property of the defendant is involved.

This question has never been adjudicated by the court of this State.

The case of Charles Goerner vs. The Sanitary District of Chicago, General No. 166,527, in the Circuit Court of Cook County, was reached before Judge Waterman. This is a suit for $72,000.00 for damages to the land of the plaintiff caused by overflow. After a trial lasting over two weeks a verdict was rendered awarding $800.00 to the plaintiff.

The attention of the department, in addition to the above cases, has been given to the examination of abstracts of title, purchase of certain property adjacent to the Chicago River and the regular routine work of the office.

Respectfully submitted,

(Signed) CHARLES C. GILBERT,

Attorney."

By unanimous consent the report was ordered printed and placed on file.

MONTHLY REPORT FROM THE ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of November, 1900, which by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Deceember 17, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith present the report of the Engineering Department for the month of November, 1900, giving the detailed operations of same.

The value of construction work done during the month was $127,620.58, divided as follows: Main Channel, $38,442.27; bridges, $89,178.31. Vouchers were issued on this account to the amount of $145,245.83, $17,625.25 of which was taken out of the reserved percentage account.

The engineering expenses for the month were $7,819.36, divided as follows: Salaries, $7,170.88; supplies, etc., $648.48. The expenses at the Bridgeport Pumping Works were $4,316.08, divided as follows: Salaries, $2,023.35; supplies, etc., $2,292.83. Details of the

above figures are given in tabulated statements submitted herewith.

Division of Construction.

Chicago River—Under its contract, dated September 21, 1900, the Lydon & Drews Company began operations on the 7th by dredging in the South Branch of the river, and continued throughout the month, excavating 19,500 cubic yards of material.

The survey party was at work during the month on topography of the property in the vicinity of the pieces to be cut off in the widening of the river. This work was completed from Twelfth to Twenty-second Streets.

At the Taylor Street Bridge, the entire month was spent on the operating machinery.

The east abutment of the C. T. T. R. R. Co.' Bridge was turned over to the iron erectors on the 8th, at which date the unloading of iron was begun. Erection was begun on the 12th. The east track girder was set on the 13th, and the west track girder on the 14th. The last and west segmental girders were set on the 20th and the 21st, respectively; 24.480 feet, B. M., of timber were placed in the west abutment, and 2,000 cubic yards of concrete.

Section "O."—Work on the erection of the superstructure of the Eight-track Bridge was continued by a large force during the entire month. The balance of the steel for the structure arrived during this period. Of the eight fixed spans, seven were in place, and of the four channel spans, two were erected. A small force of men was employed at odd times in concreting the bolsters and shoes and placing the dowels. Drilling for the dowels was carried on during the entire month, and nearly finished.

Section "K"—The Belt Railway Company of Chicago's Bridge was put in operation on the 12th. The work of removing the false work, painting and finishing up was completed at the end of the month. A force employed by the Belt Railway Company, consisting of from 50 to 100 men, was at work during the whole month raising tracks, ballasting and laying steel preparatory to placing traffic on the permanent bridge.

Section 15—The work of concreting in the wheel pit at the Controlling Works was carried on from the 1st to the 14th, when this work was completed as far as possible. The building of forms for the extension of the retaining wall, from the wheel pit to the concrete bridge, was begun on the 8th, and concrete was placed from the 12th to the 23d, at which time this work was completed. The building of forms for the concrete bridge was begun on the 12th, and concrete was placed from the 22d to the end of the month. Excavation for wheel pit tail race was carried on throughout the entire month, and the backfilling of the wheel pit, retaining wall and concrete bridge was carried on at intervals during the same period. The plant used for all this work consisted of one boiler, two steam pumps and one steam drill.

Section 17—A dredge excavated in the basin between Jackson and Robey Streets from the 1st to the 24th, when the work was abandoned, and the work of excavating the old wall between the Economy Light and Power Company's plant and the coffer-dam was taken up and continued throughout the balance of the month.

The building of the two-path wall at the site of the old Tow-Path Bridge, was finished on the 3rd. The work of backfilling and raising the tow-path at the sites of the Pontoon Bridge and the old Tow-Path Bridge was carried on at intervals and finished during the month.

The work of placing waste gates was carried on during the entire month. On the 3rd, the State pump finished its work at the site of the old Tow-Path Bridge.

General.

New Telephone System—The telephone system was completed, with the exception of that portion which crosses the Illinois Central tracks, for which a permit had not been received at the end of the month from the railroad company. The full force worked up to the 15th, after which a smaller number carried on the work.

Bridgeport Pumps—Engines Nos. 1 and 4 were running during the entire month, with occasional stoppages of a few moments. Engine No. 2 was idle, the crank shaft reported out of order in October having been repaired and lowered in place. Engine No. 3 was used only during the momentary shut-downs of Engines Nos. 1 and 4. A daily average delivery of about 25.5 tons of coal was made during the month.

Warehouse at Robey Street—A small force worked during the month over-

hauling and cleaning the engines and boilers started at this point.

Division of Designing and Drafting.

The regular platting was continued on the atlas of the right of way. The following drawings were made: Plats of right of way along the South Branch of the Chicago River south of Twenty-second Street; copy of profile of sewer on Cass Street, Joliet; copy of "Exhibit C" of Illinois and Michigan Canal law case; platting new sounding line on the profiles of the Illinois and Michigan Canal, and coloring Sanitary District maps for Health Department of the City of Chicago.

The checking of the plans for the Harrison and Main Street Bridges was carried on. Plans were prepared showing the grade of the Randolph Street Bridge. Plan showing changes proposed for Canal Street Bridge was prepared, and plans for Canal Street Bridge were checked to compare with the Main and Harrison Street Bridges.

Division of Records.

The work of this division for November was carried on in the usual manner.

I estimate the expenses of the Department for the month of December will be $175,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—QUANTITIES.

Amount Done During November 1900.

DESIGNATION.	Glacial Drift. Cu. Yds.	Solid Rock Cu. Yds.	Masonry and Concrete. Cu. Yds.	Retaining Wall, Cu. Yds.
Chicago River	30,143			
Section 17	10,100	9,600		170
C. T. T. R. R. Co.'s Bridge, Chicago River	94		2,000	
Totals	40,337	9,600	2,000	170

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—VALUES.

Amount Earned During November, 1900.

DESIGNATION.	Main Channel.	Bridges.	Totals.
Chicago River	$10,238 42		$10,238 42
Section O		$ 64 76	64 76
Section K		38 37	38 37
Controlling Works, Section 15	10,877 54		10,877 54
Section 16	6,333 00		6,333 00
Section 17	10,577 16		10,577 16
Section 18	416 15		416 15
Van Buren Street Approach Span, Chicago River		140 10	140 10
C. T. T. R. R. Co.'s Bridge, Chicago River		12,379 32	12,379 32
Canal Street Bridge, Chicago River		4,500 00	4,500 00
Ashland Avenue Bridge, Chicago River		5,000 00	5,000 00
Eight-Track Bridge, Main Channel, Sec. O		66,713 39	66,713 39
Bear Trap Dam Bridge, Sec. 15		342 37	342 37
Totals	$38,442 27	$89,178 31	$127,620 58

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF NOVEMBER, 1900.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	BRIDGEPORT P. WORKS.	
	Salaries.	Supplies, Etc.	Totals.		Salaries.	Supplies, Etc.
Maps and Plans for General Use	$ 113 40	$ 18 87	$ 132 27			
Chicago River Survey	706 25	11 58	717 83			
Chicago River Improvement	1,538 00	147 44	1,685 44	$30,635 21		
Right of Way	261 85	61 52	323 37			
Flow Measurements	565 00	10 61	575 61			
Disposal Works and Joliet Project	1,407 58	265 00	1,672 58	26,979 72		
Construction Main Channel and River Diversion	45 00	1 50	46 50			
Belt Ry. Co.'s Temporary Bridge, Main Channel, Section K	60 00	1 50	61 50	38 37		
Belt Ry. Co.'s Permanent Bridge, Main Channel, Section K	275 00	4 29	279 29			
Panhandle Temporary Bridge, Main Channel, Section O	80 00		80 00	64 76		
Panhandle Permanent Bridge, Main Channel, Section O	435 00	72 72	507 72	66,713 39		
Canal Street Bridge, Chicago River	22 50		22 50	4,500 00		
Taylor Street Bridge, Chicago River	152 15		152 15			
C. T. T. R. R. Co.'s Bridge, Chicago River	807 85	6 00	813 85	10,831 91		
Van Buren Street Approach Span, Chicago River	5 00		5 00	140 10		
Bear Trap Dam Permanent Bridge, Section 15	10 00		10 00	342 37		
Mortar, Sand and Cement Tests	263 75	22 55	286 30			
Photographs of Works	150 00		150 00			
Improvement of I. and M. Canal, between Bridgeport and Lockport	50 05		50 05			
State Street Bridge, Chicago River	10 00		10 00			
Randolph Street Bridge, Chicago River	18 40		18 40			
Harrison Street Bridge, Chicago River	53 30		53 30			
Polk Street Bridge, Chicago River	10 00		10 00			
Eighteenth Street Bridge, Chicago River	10 00		10 00			
Main Street Bridge, Chicago River	100 80		100 80			
Ashland Avenue Bridge, Chicago River	10 00	24 90	34 90	5,090 00		
California Avenue Bridge, Main Channel, Section O	10 00		10 00			
Bridgeport Pumping Works					$ 2,023 25	$ 2,292 83
Totals	$7,170 88	$ 648 48	$ 7,819 36	$145,245 83	$ 2,023 25	$ 2,292 83
						2,023 25
					Total	$ 4,316 08

REPORT IN REFERENCE TO SETTLEMENT OF JUDGMENT IN CASE OF CHAS. GOERNER VERSUS THE SANITARY DISTRICT.

Mr. Legner, Chairman, presented the following

REPORT:

"CHICAGO, December 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary begs leave to report to your Honorable Body that on the 18th day of December, 1900, in the Circuit Court of Cook County, Illinois, a judgment was entered in favor of the plaintiff in the suit of Charles Goerner vs. The Sanitary District of Chicago, in the sum of $800.00, and the costs taxed by the court and clerk in said cause against the District in the further sum of $399.80.

Your Committee, therefore, recommends that said sum of $1,199.80 be paid by the President and Clerk of the District to said Charles Goerner, upon the voucher of the Attorney, and upon said Charles Goerner satisfying said judgment and costs in full.

Respectfully submitted,

(Signed) WM. LEGNER,
Chairman.
J. C. BRADEN,
A. J. JONES,
THOMAS J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Judiciary."

Mr. Legner, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMMUNICATION FROM THE ATTORNEYS FOR THE OMAHA PACKING COMPANY.

In reference to the communication from the Omaha Packing Company, presented and referred to the Committee on Judiciary at the meeting held November 9, 1900, (page 6842 of the Proceedings), Mr. Legner, Chairman, presented the following

REPORT:

"CHICAGO, December 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary herewith reports a communication from Peckham, Brown & Packard, attorneys for the Omaha Packing Company, with reference to a claim made by said company against the District. From an examination of the facts at hand in connection with the claim as made, the Committee advises your Honorable Body that there is no liability on the part of the District.

Your Committee, therefore, recommends that the communication and matters pertaining to said claim be placed on file with the Clerk of the District, and that said Clerk be directed to notify said firm of attorneys of the action of the Board of Trustees.

Respectfully submitted,

(Signed) WM. LEGNER,
Chairman.
FRANK X. CLOIDT,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK WENTER,
ALEX. J. JONES,
Committee on Judiciary,"

(One enclosure.)

Mr. Legner, seconded by Mr. Cloidt, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Cloidt, Jones, Legner, Smith, Webb and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried.

PAYMENT OF MATURING BONDS AND INTEREST.

On behalf of the Committee on Finance, Mr. Cloidt presented the following

ORDER:

"*Ordered,* That the Clerk of the Sani-

tary District of Chicago be and he hereby is instructed to draw a warrant, payable to the order of the Treasurer of the District, for the sum of seven hundred and twenty-nine thousand and twenty-five ($729,025) dollars, to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the first day of January, 1901, as follows:

Second issue, seventh installment	$150,000 00	
Fourth issue, sixth installment	200,000 00	
Fifth issue, fifth installment	40,000 00	
Sixth issue, fourth installment	40,000 00	
Ninth issue, first installment	50,000 00	
Total bonds		$480,000 00
Second issue, 6 months interest on $2,100,000 at 5%	$ 52,500 00	
Third issue, 6 months interest on $2,100,000 at 5%	52,500 00	
Fourth issue, 6 months interest on $3,000,000 at 4½%	67,500 00	
Fifth issue, 6 months interest on $640,000 at 4½%	14,400 00	
Sixth issue, 6 months interest on $680,000 at 4½%	15,300 00	
Seventh issue, 6 months interest on $200,000 at 3½%	3,500 00	
Eighth issue, 6 months interest on $190,000 at 3½%	3,325 00	
Ninth issue, 6 months interest on $1,000,000 at 4%	20,000 00	
Tenth issue, 6 months interest on $1,000,000 at 4%	20,000 00	
Total interest		$249,025 00
Grand total		$729,025 00

Mr. Cloidt, seconded by Mr. Wenter, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—seven. Nays—none.

Upon this result the President declared the motion carried

REPORT TRANSMITTING FORM OF ADVERTISEMENT FOR "PROPOSALS FOR EXCAVATING SOLID ROCK FROM THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, NEAR THIRTY-FIFTH STREET," AND FOR "PROPOSALS FOR EXCAVATING THROUGH THE SPOIL BANK OF THE SANITARY DISTRICT ON THE NORTH SIDE OF THE MAIN CHANNEL AT THE EAST END OF SECTION K."

Mr. Braden, Chairman, presented the following

REPORT:

"CHICAGO, December 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith transmits form of advertisement for proposals for work to be done in the matter of excavating rock in the South Fork of the South Branch of the Chicago River, extending northwardly from Thirty-fifth Street for about 400 feet; also advertisement for proposals for the necessary grading, filling and construction of railroad track necessary to utilize the dockage property of the Sanitary District.

The Committee recommends that the Clerk of the Sanitary District be directed to cause said advertisements to be duly published and bids solicited for the work as outlined in said proposals.

Respectfully submitted,

(Signed) J. C. BRADEN,
Chairman.
THOMAS J. WEBB,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering.

(Two enclosures.)

Mr. Braden, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Cloidt, Jones, Legner,

Smyth, Webb and Wenter—seven. Nays —none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO COMMUNICATION FROM OSSIAN GUTHRIE.

Mr. Braden, Chairman, presented the following

REPORT:

"CHICAGO, December 19, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering herewith presents a communication from Ossian Guthrie, together with bill for services rendered to the District. The services rendered were in the nature of expert testimony and the furnishing to the District of such historical data as the District required. The amount of the original bill rendered was $1,000.00. Mr. Charles C. Gilbert, former Attorney for the Board, reduced said bill to the sum of $675.00. The Committee is advised that said claimant has agreed to compromise his claim for said amount, and, therefore, recommends as follows:

That the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of $675.00, in full for services rendered, as per the itemized statement attached to said communication, and which is hereto attached, and that a proper receipt be taken from said Ossian Guthrie therefor.

Respectfully submitted,

(Signed) J. C. BRADEN,
Chairman.
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. LEGNER,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering."

(One enclosure).

Mr. Braden, seconded by Mr. Smyth, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—seven. Nays —none.

Upon this result the President declared the motion carried.

COMMUNICATIONS IN REFERENCE TO SPECIAL ASSESSMENTS FOR IMPROVEMENT OF SOUTHWEST BOULEVARD.

The Clerk presented four communications, being special assessment notices in reference to the proposed improvement of the Southwest Boulevard, which, by unanimous consent, were referred to the Committee on Judiciary, on motion of Mr. Wenter, seconded by Mr. Cloidt.

ADJOURNMENT TO SPECIAL TIME.

Mr. Smyth, seconded by Mr. Wenter, moved that when this Board adjourns, it shall adjourn to meet Monday, December 24, 1900, at 11 o'clock A. M.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Smyth, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 24, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

ADJOURNED MEETING.

The adjourned session of the five hundred and ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Monday, December 24, 1900, at 11 o'clock A. M., pursuant to adjournment.

On roll-call, Messrs. Baker, Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—eight members were present.

President Jones then called the Board to order.

MINUTES.

The minutes of the regular meeting held December 12, 1900, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Braden.

VOUCHERS.

PAY ROLLS.

Engineering Department (Chief Engineer's Roll, December, 1900)	$ 5,175 83	
Engineering Department (Discharge Roll, December, 1900)	758 88	
		$ 5,934 71
Clerical Department (Clerk's Roll, December, 1900)		1,068 33
Law Department (Attorney's Roll, December, 1900)	$ 1,207 22	

Law Department (Joliet Roll, December, 1900)	$ 483 33	
Law Department (Discharge Roll, December, 1900	94 44	
		$ 1,784 99
Treasury Department (Treasurer's Roll, December, 1900)		375 00
General Account (General Roll, December, 1900)	$ 350 00	
General Account (Special Roll, December, 1900)	175 00	
General Account (Trustees' Roll, December, 1900)	2,333 34	
		$ 2,858 34
Police Department (Marshal's Roll, December, 1900)	$ 1,277 71	
Police Department (Discharge Roll, December, 1900)	48 99	
		$ 1,326 70
Maintenance Account (Controlling Works, December, 1900)	$ 638 75	
Maintenance Account (Bridgeport Pumping Station, December, 1900)	612 48	
Maintenance Account (Discharge Roll, December, 1900)	460 36	
		$ 1,711 59
Total		$ 15,059 66

Mr. Wenter, seconded by Mr. Smyth, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

PREPARATION OF STATISTICAL INFORMATION IN REFERENCE TO OVERFLOW.

The President stated that he had just received a verbal proposition from Jas. A. Seddon, offering to prepare as evidence in probable overflow suits, a large amount of statistical information collected by the War Department in recent surveys, for the sum of $300 per month, the whole work not to exceed four months.

The desirability of securing this evidence having been recommended by the Law Department, Mr. Braden, seconded by Mr. Cloidt, moved that the President be authorized to have the work done in accordance with the terms of the proposition as set forth.

On roll-call the vote stood: Yeas—Messrs. Baker Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

RESOLUTION OF TOWN OF CICERO IN REFERENCE TO DRAINAGE MATTERS.

The Clerk presented the following

COMMUNICATON:

"WHEREAS, The territory of the Town of Cicero, and that part of the Township of Lyons south of Cicero and north of the Drainage Channel, are within the Sanitary District, which was organized under the Drainage Act of 1889; and

WHEREAS, The said Town of Cicero, since the organization of said Sanitary District, has contributed in taxes as its proportion of the cost of said Channel the following sums, namely:

Year.	*Amount.*
1890	$ 14,306 91
1891	18,422 37
1892	25,026 51
1893	22,677 83
1894	26,800 07
1895	77,363 06
1896	80,983 13
1897	81,862 58
1898	77,859 67
1899	76,646 72
Total	$501,948 85

AND, WHEREAS, The said Drainage Channel is now completed and in operation; and,

WHEREAS, We are advised that under the decision of the Supreme Court of Illinois, in the case of Rich vs. City of Chicago, 152 Ills., p. 18, the foregoing premises probably makes it possible for the said Sanitary District to assume jurisdiction over said part of the Town of Lyons and the Town of Cicero for the purpose of creating a Sub-District and preparing outlets therefor into the said Channel, and connecting the said outlets with the existing sewer systems of the said Town of Cicero, and defraying the expense thereof by special assessment upon all the territory especially benefitted thereby; and,

WHEREAS, Immediate steps should be

taken to give the said territory of Cicero and Lyons the benefit of said Drainage Channel at the earliest possible date; therefore, be it

Resolved, By the Board of Trustees of the Town of Cicero that the Board of Trustees of said Sanitary District be requested to immediately investigate the matter in question, and with that object in view, to arrange for a conference at an early date with the Committee on Drainage of the Town of Cicero.

Be it further resolved, That a certified copy of this preamble and resolution be furnished the Committee on Drainage of the Town of Cicero, for presentation to the Drainage Trustees of the said Drainage District.

Which said resolution having been read, was adopted by the following vote:

Yeas—Trustees Attridge, Dutton, Hafner, Norton and Utley. Nays—none.

Absent—Trustees Cale and Waters.

STATE OF ILLINOIS, }
Cook County. } ss.
The Town of Cicero. }

I, J. E. Tristram, Town Clerk of the said Town of Cicero, do hereby certify that the above and foregoing is a true copy of a certain resolution concerning the drainage of The Town of Cicero, which was adopted by the Board of Trustees of The Town of Cicero at a session held December 22, 1900, all of which appears by the records of said Town.

And I further certify that I am keeper of the same.

In witness whereof I have hereunte set my hand and affiixed the seal of said town this 22nd day of December, A. D. 1900.

J. E. TRISTRAM,

Town Clerk, Cicero."

Mr. Wenter, seconded by Mr. Webb, moved that the communication be referred to the Joint Committee on Engineering and Judiciary.

The motion prevailed unanimously and it was so ordered.

EMERGENCY FUND FOR LAW DEPARTMENT.

Mr. Legner presented the following:

ORDER:

"*Ordered*, That the Clerk of the District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the order of the Attorney, in the sum of two thousand (2,000) dollars, and deliver the same to said Attorney, to be held by him as an emergency fund, payable upon his check only, from [time to time, as may seem advisable, and the needs of the District may require, and to be charged to the account of James Todd, Attorney."

Mr. Legner, seconded by Mr. Wenter, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Cloidt, Jones, Legner, Smyth, Webb aud Winter—eight. Nays—none.

Upon this result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Baker, the Board then adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 26, 1900.

OFFICIAL RECORD.

Published by authority of the Board of Trustees of the Sanitary District of Chicago.

REGULAR MEETING.

The five hundred and tenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, on Wednesday, December 26, 1900, at 2 o'clock P. M.

On roll-call, Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter, eight members, were present.

President Jones then called the Board to order.

MINUTES.

The minutes of the regular meeting held December 19, 1900, were approved, as printed, on motion of Mr. Webb, seconded by Mr. Carter.

VOUCHERS:

CONSTRUCTION ACCOUNT.

Dolese & Shepard Company (By-pass, Jackson Street)	$	24 30
City of Chicago (Taylor Street Bridge)		237 48
Pennsylvania Company (By-pass, Adams Street)		720 00
C. T. T. R. R. Co. (Pan Handle Bridge)		125 00
Meacham & Wright (Pan Handle Bridge)		267 50
Green's Dredging Company (Belt Railway Company Bridge)		750 00
The Belt Railway Company of Chicago (Belt Railway Company Bridge)		3,402 23
C. L. Strobel (Lemont Bridge foot-walk)		489 00
The A., T. & S. F. Ry. Co. (Section 8, bridge)		2,119 18
Western Stone Company (Section 15, power plant)		580 20

Barrett Hardware Company (Section 15, power plant)	619 95
Gahan & Byrne (Section 15, power plant)	233 50
Wilcox Bros. (Section 15, power plant)	35 50
The Canal Commissioners (Section 17, Tow-path wall)	195 00
Heldmaier & Neu (Section 17, regular, December 15, 1900)	1.400 00
Lydon & Drews Company (By-pass, Chicago River)	4,237 33
Lydon & Drews Company (C. T. T. R. R. Co. Bridge)	612 38
Total	$ 16,048 55

Mr. Carter, seconded by Mr. Legner, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO PAYMENT OF CLAIM OF ADMINISTRATRIX OF ESTATE OF GEORGE DEGAN.

Mr. Legner, Chairman, presented the following

REPORT:

"CHICAGO, December 26, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary herewith reports to the Board the claim of Mrs. Anna DeGan, administratrix of the estate of George DeGan, deceased, against the District, in the sum of $83.34. The claim has been approved by your Committee, and the Committee therefore recommends as follows:

That the President and Clerk of the District be authorized and directed to pay to the order of Mrs. Anna DeGan, administratrix, etc., the sum of $83.34, upon the presentation of letters of administration, or certified copy thereof, from Sangamon County, Illinois, in full settlement of the claim of the estate of said George DeGan, deceased, as aforesaid; said party also to file a proper receipt therefor.

Respectfully submitted,

(Signed) WM. LEGNER,
Chairman.
Z. R. CARTER,
WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
ALEX. J. JONES.
Committee on Judiciary."

(Two enclosures.)

Mr. Legner, seconded by Mr. Wenter, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REPORT IN REFERENCE TO PURCHASE OF LAND FROM LOUIS HUTT.

Mr. Carter, Chairman, presented the following

REPORT:

"CHICAGO, December 24, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance herewith reports that, in accordance with the recommendation made to this Committee by the Board of Trustees at the meeting held December 3, 1900 (page 6890 of the Proceedings), the Attorney of the District has offered to Louis Hutt the sum of $9,181.25 for the property described in the report of said date; that said offer has been accepted; that condemnation proceedings were instituted in the Circuit Court of Cook County for the purpose of obtaining title on behalf of the District to said property, and that a judgment was entered in said proceedings on the 21st day of December, 1900, before His Honor, Judge Elbridge Hanecy for the above mentioned amount.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay to said Louis Hutt, on the voucher of the Attorney of the District, the said sum of $9,181.25, together with costs in said proceedings, in full satisfaction of the judgment, as aforesaid, when a deed for said property from said Louis Hutt, properly executed, shall have been given to the District, and evidence of the satis-

faction of said judgment duly filed with the Clerk of said court.

Respectfully submitted,

(Signed) Z. R. CARTER,
Chairman
WM. H. BAKER,
J. C. BRADEN,
THOS. J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
WM. LEGNER,
ALEX. J. JONES,
Committee on Finance."

Mr. Carter, seconded by Mr. Baker, moved that the report be adopted and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

FURTHER POSTPONEMENT OF CONSIDERATION OF POLICE DEPARTMENT.

The Chair announced that the special order of the day was the consideration of the needs of the Police Department, the same having been postponed for two weeks at the meeting held December 12, 1900 (page 6907 of the Proceedings).

Mr. Baker, seconded by Mr. Braden, moved that the Police Department remain as it is, and that there be no reduction of the force.

Mr. Carter moved as a substitute that action in reference to the matter be postponed for one month, the substitute being accepted by Mr. Baker.

On roll-call on the substitute motion the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

REDUCTION OF SALARY OF MARSHAL.

Mr. Webb, seconded by Mr. Wenter, moved that the salary of the Marshal of the Sanitary District be made $1,800.00 per annum.

Mr. Braden, seconded by Mr. Cloidt, moved as an amendment that the salary be fixed at $2,400.00 per annum.

On roll-call on the amendment of Mr. Braden, the vote stood. Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones and Legner—six. Nays—Messrs. Webb and Wenter—two.

Upon this result the President declared the motion to amend carried.

The original motion as amended being then put was carried by a viva voce vote.

REQUEST OF AMERICAN STRAW BOARD COMPANY IN REFERENCE TO DAM.

The Chief Engineer presented a verbal report that he had received a communication from the Vice-President of the American Straw Board Company stating that his company was deprived of necessary water through the action of the Sanitary District in diverting the Des Plaines River from its natural course, and asking that the company be allowed to take sufficient rock from the adjacent spoil banks of the Sanitary District to construct a small dam across the old bed of the Des Plaines River for the purpose of increasing the water supply.

Mr. Braden, seconded by Mr. Legner, moved that the matter be referred to the Committee on Engineering with power to act, and that the Attorney and Chief Engineer be instructed to investigate the same, and report back to the Committee on Engineering at its next meeting, Monday December 31, 1900.

On roll-call the vote stood: Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—eight. Nays—none.

Upon this result the President declared the motion carried.

ANNUAL REPORT FROM ENGINEERING DEPARTMENT FOR THE YEAR ENDING DECEMBER 31, 1899.

The Clerk presented the Annual Report from Chief Engineer Isham Randolph, being for the year ending December 31, 1899. It was ordered that said report be printed in the Proceedings of the Board and placed on file.

(For report, see Appendix.)

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Wenter the Board then adjourned.

A. R. Porter.
CLERK

APPENDIX

To Proceedings of the Board of Trustees of the Sanitary District of Chicago for the Year 1900

ANNUAL REPORT

OF THE

ENGINEERING DEPARTMENT

FOR THE YEAR ENDING
DECEMBER 31, 1899

Annual Report from Engineering Department for 1899.

" CHICAGO, December 15, 1900.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Annual Report of the Engineering Department of this District for the year 1898 is found in the Proceedings for the year 1899 (pages 5704-77), under date of May 17th. I now submit the report of that Department for the year 1899. My effort is to make these consecutive reports as concise as it is possible without omitting any facts essential to accuracy and comprehensiveness, to the end that they may stand as reliable compendiums of the history of this great work and at the same time to afford a basis for fuller amplification by giving references to all of the sources of information.

The report for 1898 showed that of the work then under contract, 93 per cent. had been completed. The total value of all work performed or under contract to December 31, 1898, was $22,002,081.09. The total value of all work performed or under contract to December 31, 1899, was $24,767,951.05, showing an increase in value of work placed under contract, or done under the orders of the Board within the year, of $2,765,869.96. Within that period the value of the work actually done was $2,681,355.94, and the value of vouchers issued for payment was $2,714,-264.96, which amount covered payments of reserved percentages falling due on completed contracts. The total amount earned under all contracts and orders for work to December 31, 1899, was $23,134,908.39, or 93.4 per cent. of the total work provided for at that date.

The volume of excavation done within the year was 1,612,595 cubic yards of glacial drift and 355,408.1 cubic yards of solid rock, making a total of 1,968,003.1 cubic yards. The total volume of completed excavation to December 31, 1899, is as follows: Main Channel, 28,373,728.6 cubic yards of glacial drift and 12,779,317.2 cubic yards of solid rock, a total of 41,153,045.8 cubic yards. River Diversion, 1,810,652 cubic yards of glacial drift and 258,659 cubic yards of solid rock, a total of 2,069,311 cubic yards. The grand total accomplished to December 31, 1899, amounted to 43,222,356.8 cubic yards.

The volume of retaining wall built for the year was 13,529.59 cubic yards, and the total amount built to December 31, 1899, was 386,-479.13 cubic yards. The volume of masonry and concrete work other than retaining wall done during the year amounted to 38,836.61 cubic yards, and the total amount done to December 31, 1899, was 74,029.95 cubic yards. The amount of piles driven for foundations of bridges and for by-pass work in the Chicago River during the year was 72,262 lineal feet, and the total amount driven to December 31, 1899, was 133,682.5 lineal feet.

The Record Clerk, Mr. William Trinkaus, has prepared the statistics of the Engineering Department, and they are presented with this report as Exhibits. The Exhibits are as follows:

A—A classified statement of the expenses of the Engineering Department for the year 1899 and the total expenditures from its organization to January 1, 1900.

B—No. 1. A revised approximate estimate of the Main Channel, River Diversion and General Contracts, showing the itemized quantities and values involved therein.

B—No. 2. A revised approximate estimate of Bridge Contracts, showing the itemized quantities and values involved therein.

B—No. 3. A summary of all contract quantities.

B—No. 4. A summary of all contract values.

B—No. 5. A showing of the condition of work on all contracts in terms of quantity.

B—No. 6. A showing of the condition of work on all contracts in terms of value.

C—A comparative estimate of quantities in completed sections of Main Channel prism.

The work of this District is properly presented under three heads, namely: First Division, Chicago River; Second Division, Main Channel (from Robey Street to Lockport with work auxiliary thereto, including Desplaines River Diversion); Third Division, Desplaines River (from the Controlling Works to Hickory Creek, Joliet).

First Division—The value of the Chicago River work completed or under construction at December 31, 1899, was as follows: River dredging and docking, $280,438.49; bridges, $553,799.20; by-passes, $518,634.20. Total, $1,352,871.89.

Second Division—The value of the Main Channel work completed or under construction at the same date was as follows: River Diversion excavation, $1,000,156.38; River Diversion bridges, $122,035.06; Main Channel excavation and wall work, $18,992,597.70; Main Channel bridges, $1,865,898.39. Total, $21,980,687.53.

Third Division—The value of the Desplaines River work completed or under construction at December 31, 1899, was as follows: Bridges, $235,149.05; excavation and masonry, $1,199,-242.58; total, $1,434,391.63. The grand total for the three divisions amounts to $24,767,-951.05.

Chicago River.

The contracts in force on the first of January, 1899, were those of the Lydon & Drews Company for dredging the river and building the substructure of the By-pass; Griffiths & McDermott for the superstructure of the By-pass; Chicago Bridge and Iron Company for the shore span of the Van Buren Street Bridge; and with the Scherzer Rolling Lift Bridge Company for the design and plans for the Taylor Street and the Chicago Terminal Transfer Railroad Company's Bridges. These bridges will be treated in this report under the general head of Bridges.

On March 17th (pages 5574-6), the Board adopted a report from the Committee on Engineering recommending an adjustment with the Metropolitan West Side Elevated Railway Company, which provided for the preservation of the water supply of said Company after the By-pass shall have been completed, by providing an intake in the west side of the By-pass under the Pennsylvania Company's freight house and connecting the existing water tunnel therewith. The proposed adjustment involved a triple agreement between the Metropolitan West Side Elevated Railway Company, the Pennsylvania Company and the Sanitary District. These agreements appear in the Proceedings for June 7th (pages 5860-5), that with the Elevated Company bearing date of April 21, 1899, and the Pennsylvania Company May 26, 1899.

On March 29th (pages 5599-5600), the Board ordered the payment of $433.10 to the Cosmopolitan Electric Company on account of damages to the property of that Company growing out of the construction by the Sanitary District of a dock in front of its property. On May 10th (pages 5675-6), the President transmitted to the Board the permit of the Secretary of War, R. A. Alger, to connect the Chicago River with the Main Channel of the Sanitary District. On May 17th (pages 5701-2), the President transmitted to the Board the permit of the Secretary of War to construct temporary coffer-dams between Adams and Van Buren Streets to enable the work of the By-pass to be carried on.

Lydon & Drews Company, Contractor for Dredging the Chicago River.

The work under this contract progressed steadily throughout the season. Four hundred and one thousand five hundred cubic yards of material were excavated and deposited in Lake Michigan; 20 lineal feet of dock were removed and 5 piles were pulled and removed. The total work done under this contract at December 31, 1899, was as follows: Excavation, 1,057,100 cubic yards; dock removed, 500 lineal feet; piles pulled and removed, 5.

On January 4th (page 227 of his letter book), the Chief Engineer ordered the Lydon & Drews Company to remove the sunken tug "Black Ball," which was an obstruction to the work, and fixed the compensation for doing the work at $400.00.

A controversy, covering a considerable period, arose between the Lydon & Drews Company and the Health Department of the

City of Chicago over the requirement of said department that all dredged material should be deposited on the Lake Front Park area and not in the lake within the limits heretofore permitted. This Company refused to proceed with its contract for excavation unless it was either permitted to dispose of the dredged material within the old limits or compensated for the rehandling necessary for depositing on the Lake Front. This contention came before the Committee on Engineering on September 22nd, and it was finally agreed that an additional sum of 16 cents per cubic yard should be paid this Company for all material excavated under the contract and deposited on the Lake Front. This adjustment was embodied in an order of the Chief Engineer to the Lydon & Drews Company dated September 25 (page 154), which reads as follows:

"The Trustees of the Sanitary District, acting as the Committee on Engineering, have decided that it is desirable to deposit the material remaining to be dredged from the Chicago River, under the provisions of your contract of May 28, 1897, on the area known as the Lake Front Park, which disposition is in the nature of extra work. I, therefore, acting under the provisions of your contract relating to extra work, require you to deposit all material which you shall dredge from the said Chicago River under your said contract upon the area hereinbefore designated, and for this service I fix the price to be paid you at sixteen (16) cents per cubic yard as measured by our engineers in the manner heretofore adopted for determining the amount of excavation performed by you. This order to apply to all material excavated by you under our order subsequent to the 21st day of the present month. All of the work covered by your said contract to be completed on or before December 1, 1899."

Under this order 182,000 cubic yards of material were deposited during the year 1899.

Under instructions from the Committee on Engineering, proposals were invited from those Chicago firms having the proper equipment for doing such work, to remove the sub and superstructures of the Taylor Street swing bridge. Lydon & Drews Company presented the lowest bid for this work and that firm received the award for doing same (see Proceedings of Committee on Engineering for April 17th). This work was completed in June at a cost of $10,450.00.

The status of the dredging contract at December 31st was as follows:

Total excavation vouchered, 1,057,100 cubic yards, at 19 cents	$ 200,849 00
Estimated excavation remaining to be done, 92,394 cubic yards, at 19 cents	17,555 62
Dock removed, 500 lineal feet, at $1.75	875 00
Piles pulled, 5 lineal feet, at $1.50	7 50
Dock construction, 469.8 lineal feet, at $14.25	6,694 65
Snubbing piles driven on dock front	103 04
Material hauled to Lake Front Park, 182,000 cubic yards, at 16 cents	29,120 00
Estimated amount remaining to be hauled to Lake Front Park, 92,398 cubic yards, at 16 cents	14,783 68
Removal of Taylor Street bridge, lump sum	10,450 00
Total approximate cost	$ 280,438 49
Amount earned to January 1, 1900	248,099 19
Unfinished work	$ 32,339 30
Reserved percentage	15,216 44
Unpaid vouchers	17,780 62
Balance required to complete	$ 65,336 36

Lydon & Drews Company, Contractor for the Substructure of the By-passes Between Adams and Van Buren Streets. Griffiths & McDermott, Contractors for the Superstructure.

The year opened with the Lydon & Drews Company greatly in arrears as to work performed. The delinquency grew so serious that the Chief Engineer made written demands for progress (see his letters of March 22nd, page 36; March 23rd, page 46; April 3rd, page 70). The advisability of forfeiting the contract was strongly considered, but it

was found that the contractor would not surrender the work without a legal contest, which would have delayed completion beyond the time when it was imperative that the By-passes should be in service. The Committee on Engineering reached a final decision on May 15th, which was to the effect that, in the interest of progress, the demands of the contractor should be acceded to. On May 16th, the Chief Engineer issued to the Lydon & Drews Company the following order:

"Acting under the provisions of your contract, dated June 30, 1898, empowering the Chief Engineer to decide all questions of dispute between the Sanitary District of Chicago and yourselves, in view of the question raised by you of extra hardships and loss by you sustained under your said contract by reason of the greatly increased quantities of pile and timber work above those contemplated at the time the said contract was awarded to you and by reason of the severe exactions of the Pennsylvania Railroad Company, upon whose premises your work under said contract is being prosecuted, which said exactions were of necessity concurred in by the Sanitary District; I now, recognizing the validity of your said claims as above recited, award you an increase of prices on each classification of the work now remaining to be done, as follows:

Concrete masonry and coping, per cubic yard	$1 25	
Excavation for side walls, per cubic yard	60	
Excavation between side walls, per cubic yard	50	
Timber in roadways, 250,000 feet, at $14.50 per thousand		$ 3,625 00
Timber in grillage, 400,000 feet, at $13.50 per thousand		5,400 00
Timber in coffer-dam, 588,000 feet, at $4.50 per thousand		2,646 00
Piles in coffer-dam, 14,000 feet, at 11 cents		1,540 00
Piles in roadway, 24,000 feet, at 21 cents		5,040 00
Total		$18,251 00

Should the timber and piling used and driven exceed the amounts named in the schedule furnished by you and used above, then in that case all additional timber and pile work shall be furnished and constructed by you at the prices named in your bid upon which the contract of June 30th was based; which prices shall be paid you on all work remaining to be done in full compensation for all losses, damages or claims which have accrued to you in the past and which may arise in the future prosecution of this work under your said contract due to the causes hereinbefore first recited. Provided, however, that you shall immediately equip the said work with such machinery and employ such a force of men as will insure the completion of all the substructure work covered by your contract on or before November 1, 1899; and should you fail to make such progress as, in the judgment of the Chief Engineer, will insure the completion of said work on or before said November 1st, then the Chief Engineer shall, in writing, notify you that, in his judgment, you should increase the force of men and the equipment of machinery, and in such written notification shall specify what he requires of you and if, at the expiration of ten days, you shall have failed to comply with his requirements, as stated to you in writing, then he shall at once, without further notice to you, have power to enter upon said work and place thereon such tools and appliances in addition to the equipment which you shall have upon the work at that time and employ such men as, in his judgment, shall be necessary to complete the work within the time specified and charge the same to your account. Save as herein set forth, the said contract of June 30, 1898, shall be and remain in full force and effect.

To avail yourselves of this adjustment you must file with the Clerk of this District an acceptance, under seal, by your sureties of all the terms and conditions hereinbefore recited, to the end that your bond for the faithful performance of the work may be and remain in full and binding force and effect."

Even after this adjustment was made, the progress of the work continued to be unsatisfactory, as is shown by the correspondence of the Chief Engineer (see his letters dated July 14th, page 416; August 17th, pages 54-5; September 18th, page 141, and October 5th, page 192). No part of the substructure was ready to receive the superstructure until the coping was laid on the Adams Street By-pass, which work was completed on June 23d. Water was let into the

Adams Street section on November 1st. The concrete walls of the By-pass were practically completed on December 31st.

The cost of this work greatly exceeded the original estimates, the causes for which were many. The most serious cause grew out of the fact that the soil between the river front and the work was so porous that coffer dams had to be provided for almost the entire length of the work, a contingency which was not anticipated. Besides, these coffer-dams had to be made much more substantial than was contemplated in the original plans. The exactions of the railroad companies as to strength and amount of temporary roadways to carry tracks and team traffic also added greatly to the cost, and many contingencies which could not have been foreseen developed as the excavation progressed.

The progress made upon the substructure work of the By-pass was such that Griffiths & McDermott had no opportunity to begin erecting the superstructure before June 23rd, at which time the coping on the Adams Street section was all in place. The steel girders for this work were manufactured by the American Bridge Company and held by it subject to shipping orders for such great length of time that a demand was finally made upon the contractors for a payment upon account. In response to this demand Griffiths & McDermott called upon this District to advance the money to meet this payment, and the Board of Trustees authorized it to be done. It was arranged that the American Bridge Company should give the contractors a bill of sale for the manufactured steel and that they should assign said bill to the Sanitary District. A voucher on this account for $32,000.00 in favor of Griffiths & McDermott was approved by the Board of Trustees on March 23rd (pages 5588-9).

On June 20th (page 334), the Chief Engineer notified Griffiths & McDermott that the substructure work would be ready for them to begin erection as soon as they could get material on the ground. This communication brought a demand from them for an advance in compensation before they would proceed with their contract. The dispute which followed is outlined in the report of the Committee on Engineering, and the settlement arrived at is shown in the order of the Chief Engineer (Proceedings of July 12, pages 5927-9). As a result of this settlement, work was begun on the Adams Street section of the By-pass on July 17th, the metal work was completed by the end of August and the whole superstructure was finished by the end of September. On December 31st, fifty of the steel girders in the Jackson Street section were in place and 3,359 cubic yards of concrete arches between the girders had been completed.

The plans of the Sanitary District carried the By-pass underneath a portion of the Chicago and Alton office building abutting the river on the south side of Van Buren Street. The building was old and the foundations in such condition that, in spite of all precautions that could be taken to keep it in position, there was serious danger that the building would collapse and go into the river while the work was in progress. As the work of this District was responsible for the danger to its employes and property, the Chicago and Alton authorities called upon the District to provide safe quarters in which its business could be carried on while the work was in progress. The justice of the demand was recognized, and the building at Nos. 52 and 54 West Van Buren Street was secured from H. O. Stone & Co. at a monthly rental of $250.00 and fitted up for use as offices. Griffiths & McDermott were employed to put the premises in order, and bills to the amount of $2,137.28 were vouchered to them on this account for 1899 (see file Nos. 3532 and 3621). Sundry other bills to the amount of $1,712.01 were incurred and vouchered on this account —for plumbing work, putting in heating apparatus, for repairs to elevator, for gas and electric lighting, etc.

At the time that the readjustment of prices was made between Griffiths & McDermott and the Sanitary District, the American Bridge Company insisted upon making delivery of a portion of the manufactured steel in order to relieve the congestion of its yard, and there being no available storage space near the work and the foundations not being ready to receive the superstructure, storage ground was secured free of charge from the Pennsylvania Company on the line of its road near Thirty-first Street. On July 16th, the Chief Engineer made arrangements with Geo. M. Huss, the lowest bidder for the work, to unload the girders shipped to this site and to reload them as they should be needed for use in the work. The compensation agreed upon was one dollar per ton for unloading and an additional one dollar per ton for reloading. During the year, under this agreement, Geo.

M. Huss unloaded 1,134.81 tons of material, and reloaded for delivery at the site of the work 889.13 tons. Within that period $2,023.94 were vouchered on this account.

Under the contract with the Sanitary District, Griffiths & McDermott were required to deliver the above mentioned steel free of charge to the site of the work, but as it became necessary to store the material at Thirty-first Street, it was incumbent upon the District to pay the freight and switching charges from that point to the By-pass. The amount of these charges for 1899 was $778.00, and was vouchered to the Pennsylvania Company.

The original plans for the By-pass did not provide for manholes in the superstructure, but were afterwards purchased from the Fort Wayne Foundry Company. They consisted of nineteen castings at $6.50 each, a total of $123.50.

The City of Chicago assumed the care of the water main under Adams Street after the tunnel had been extended and a new shaft west of the west wall of the By-pass had been built by Lydon & Drews Company. The city did all of the work of extending and reconnecting the said main, for which bills, to the amount of $3,278.68, were vouchered by the District. Sundry other small items of cost, amounting to $196.00, were incurred during the year by the District from various outside firms on account of the By-pass work.

The status of the By-pass work on December 31, 1899, was as follows:

Approximate cost of By-pass (for details of same see Exhibit "B," Table No. 1, of this report)			$ 518,634 20
Amount earned by Lydon & Drews Company on regular vouchers to Dec. 31, 1898	$ 27,973 70		
Amount earned by Lydon & Drews Company on regular vouchers during 1899	191,673 84		
		$ 219,647 54	
Amount earned by Lydon & Drews Company on extra vouchers to Dec. 31, 1898	$ 1,395 16		
Amount earned by Lydon & Drews Company on extra vouchers during 1899 (see file Nos. 2742-51, 2855, 2939, 3101-53-54-98, 3313-71, 3417, 3504, 3617), less $400.00 reimbursed by City of Chicago	56,062 77		
		57,457 93	
Total earned by Lydon & Drews Company to Dec. 31, 1899		$ 277,105 47	
Amount earned by Griffiths & McDermott on regular vouchers during 1899	$ 92,186 50		
Amount earned by Griffiths & McDermott on extra vouchers during 1899 (see file Nos. 3085, 3151-74-97, 3277, 3311-69, 3532, 3621)	10,887 00		
Total earned by Griffiths & McDermott to Dec. 31, 1899		103,073 50	
Miscellaneous Earnings During 1899—			
City of Chicago (File Nos. 2789-3173)	$ 3,307 55		
Geo. M. Huss (File No. 3490)	2,023 94		
Pennsylvania Company (File No. 3194)	778 00		
Dolese & Shepard (File No. 3150)	146 40		
Ft. Wayne Foundry and Machine Company (File No. 3415)	123 50		
Peter Laughlin (File No. 3196)	15 75		
Isham Randolph (File Nos. 3427 and 3474)	65 82		
J. H. Winterburn Plumbing Company (File Nos. 3476 and 3477)	818 50		
Eaton & Prince (File No. 3562)	57 20		
The Otto Gas Engine Works (File No. 3564)	18 30		
W. J. Boland (File No. 3563)	32 00		

H. O. Stone (File No. 3488)	$ 500 00		
McFell Electric Company (File No. 3565)	94 00		
William Mead (File No. 3561)	43 00		
William Trinkaus (File No. 3475)	88 17		
Total miscellaneous earnings to Dec. 31, 1899		$ 8,112 13	
Total earnings account By-pass to Dec. 31, 1899			$ 388,291 10
Unfinished work			$ 130,343 10
Reserved Percentages—			
Lydon & Drews Company	$ 4,890 86		
Griffiths & McDermott	2,707 39		
		$ 7,598 25	
Unpaid Vouchers—			
Lydon & Drews Company	$ 13,562 78		
Griffiths & McDermott	6,471 94		
Miscellaneous	244 50		
		20,279 22	
			27,877 47
Balance required to complete			$ 158,220 57

Before passing from the Chicago River to the report of the work of the Main Channel, attention should be directed to the report of the Consulting Engineer, Mr. Thos. T. Johnston, on the capacity of the stream and the velocities to be looked for when the full flow is let in (see Proceedings of November 22d, pages 6125–8).

Section "O"—McMahon & Montgomery Company, et al., Contractors.

On February 23d (page 5481), the final certificate for work done by these contractors, was referred to the Committee on Engineering. On March 1st (pages 5503–4), the Board acted favorably on same and ordered the payment of the final voucher for $50,059.65. These contractors refused to sign a receipt and waiver of all claims, and on March 8th (page 5566), the Board authorized a modified form of receipt, which was accepted by them. The final certificate (page 5504) not only shows the volume and value of all work done at the unit prices called for in the contract, aggregating $341,257.87, but also all work done by these contractors by orders of the Chief Engineer under the "extra work" clause, aggregating $53,343.82, making a grand total vouchered to them of $394,601.69.

These contractors filed claims in connection with their work on this section to the amount of $317,278.87, which the Chief Engineer considered and reported on to the Board on July 19th (pages 5935–8). These claims consisted of seven items, one of which was for the reserved percentage on the contract, and which was covered by their final voucher. Of the remaining six claims an item for $1,278.87 for "compensation for dismantling and remantling machines" was judged proper and allowed. The other five items were disallowed.

In the early part of May, the Chief Engineer recommended that the water impounded between the C., M. & N. R. R. Co.'s right of way and the coffer dam west of the Pan Handle trestle be pumped out, and on the 12th of that month authority to have the work done was granted to him by the Committee on Engineering. Under this authority one of the 15-inch centrifugal pumps and its engine was brought up from the Controlling Works, a boiler was rented from Heggie Bros., of Joliet, and all installed and put in operation. The cost of this outfit to December 31, 1899, was as follows:

Heggie Bros. (rent of boiler)	$ 879 92
The Marsh & Bingham Company (lumber)	229 05
Continental Bolt & Iron Works (hardware)	20 16
McDonnell Odometer Company (supplies)	29 68
Lammert & Mann (supplies)	183 92
Weir & Craig Manufacturing Co. (supplies)	223 00
Henion & Hubbell (supplies)	42 45
Advance Packing and Supply Company (supplies)	159 88

Isham Randolph (pay rolls and supplies)	$ 445 84
Hayes Bros, (labor and material)	1,346 29
Geo. M. Huss (labor and material)	802 61
James Smith (labor and material)	275 00
Total	$ 4,637 80

When the water was all pumped out of the west end of the section it was possible to excavate the earth remaining in the abandoned right of way of the Chicago, Madison and Northern Railway Company. On June 29th (page 371 of his letter book), the Chief Engineer issued the following order to Hayes Bros. et al., contractors for Sections "N" and "O:"

"Pursuant to the terms of your contract with the Sanitary District of Chicago and acting under the authority vested in the Chief Engineer by the same, I hereby request and direct you to excavate and remove from the Channel of the Sanitary District all of the material now remaining therein at the west end of Section 'O,' said material to be deposited upon the right of way and lands of the Sanitary District adjacent to the Main Channel, but no material shall be deposited within eighty (80) feet of the edge of the Channel on the north side nor within fifty (50) feet thereof on the south side.

This order is given subject to the following terms, conditions and obligations: The Sanitary District will pump out the water now impounded in the Channel between the Pan Handle Railroad and the west end of Section 'O' and will empty said pool to grade on or before July 31, 1899; and after it shall have done so, you will thereafter keep the stretch of Channel named free from water, saving only that in the event of breakage or leakage in the coffer-dam at Campbell Avenue the Sanitary District shall be responsible for pumping out the water which would enter the pool from that breakage or leakage. You will at once enter upon the work of excavating covered by this order, and will prosecute the same both night and day until it is completed, the time of completion to be no later than November 10th of the present year.

As compensation for the performance of this work under the conditions and within the time specified I fix the price to be paid you at fifty-five (55) cents per cubic yard for each and every cubic yard removed; you to be paid on semi-monthly estimates as the work progresses forty (40) cents per cubic yard, and the remaining fifteen (15) cents per cubic yard shall be retained by the Sanitary District until the completion of the work at the date hereinbefore named.

Should you fail to complete the work within the time fixed in this agreement then the Sanitary District shall retain the accumulated reserve of fifteen (15) cents per cubic yard as a forfeit for your failure.

The compensation named herein is to be accepted by you in full settlement of all cost or expense to you arising or growing out of the acceptance by you of this order."

Under this order Hayes Bros., et al., excavated 59,246 cubic yards (File No. 3612).

The condition of the work at Campbell Avenue made it apparent that the Channel would have to be filled with water admitted via the collateral channel, and on September 22d, the Chief Engineer was authorized by the Committee on Engineering to arrange for completing that excavation. Green's Dredging Company made the lowest proposal for the work and it was awarded to them at 27 cents per cubic yard. This Company excavated 16,700 cubic yards of material to December 31, 1899 (File No. 3484). The work of dredging the collateral channel was carried up close to a sluice-way constructed for the purpose of admitting water into the Main Channel and controlling the flow from the collateral channel. The sluice-way was constructed by force account, and he vouchers issued on this account during 1899 are as follows:

Rittenhouse & Embree (lumber)	$ 379 01
Continental Bolt & Iron Works (hardware)	21 60
Henry Stuckart (hardware)	13 95
McArthur Bros. Company (labor and material)	2,269 73
Peter Peterson (labor)	422 84
Isham Randolph (pay rolls)	522 95
Total	$ 3,630 08

Acting under the "extra work" clause of its contract for the Eight-track Bridge, the Chief Engineer, on January 24th (page 223 of his letter book), ordered the Scherzer Rolling Lift Bridge Company to excavate as much of the prism of the Main Channel as was necessary to allow the completion of the excavation provided for in its original contract and fixed the price at 70 cents per cubic yard. The order was accepted under date of January 30, 1899. To permit the excavation of the material beneath the Chicago Junction Railway Company and the Chicago Terminal Transfer Railroad Company's trestles at Campbell Avenue, it was necessary to build an earth dam across the Channel to the east of those structures. The Committee on Engineering authorized this work on August 2d, and on August 16th (page 53 of his letter book), the Chief Engineer ordered McArthur Brothers Company (who became the successors to the Scherzer Rolling Lift Bridge Company) to do the work and fixed the price of excavation at 70 cents per cubic yard. Under these two orders, 68,625 cubic yards were vouchered during the year (File No. 3613).

After having excavated a large portion of the material under the trestles at the 70-cent price, McArthur Brothers Company refused to further carry on the work unless it could be done on force account. By authority of the Committee on Engineering, under date of December 8th, the Chief Engineer, on December 9th, ordered this Company to continue work on a force account basis, allowing 15 per cent for superintendence and use of tools. On December 30th, a voucher for $7,000.00 was issued to McArthur Brothers Company on this account (File No. 3533).

The Star Construction and Dredging Company completed the additional temporary trestle at the Pan Handle crossing for the Chicago Junction Railway Company (formerly the Union Stock Yards & Transit Company). During the year, $732.16 was vouchered on its account (File No. 2734).

On February 28th, a voucher for $1,278.87 was issued to McMahon & Montgomery Company, et al., "for expenses incurred in dismantling and remantling dredges," between May 11th and June 18th, 1899, in order to pass under the temporary bridges at the Pan Handle crossing (File No. 2822). This item appears in the claims presented by these contractors and was allowed by the Chief Engineer (pages 5935–8 of Proceedings).

The original plans for the eight-track movable bridge contemplated the building of a center pier and the location of the temporary trestles originally erected to carry the traffic of the three railroad companies in interest at that point did not crowd upon the area required for the construction of the permanent bridge. The adoption of the Scherzer design, however, required more side room than the other type, and it became necessary to set the temporary trestles further out than they formerly stood. In consequence of this, two new trestles were constructed during 1899 for the P., C., C. & St. L. Ry. Co. west of its old trestles, two for the C. J. Ry. Co. east of its old ones, and the traffic of the C. T. T. R R. Co. was transferred to the trestle constructed for the C. J. Ry. Co. in 1898. The four original trestles were taken out in the meantime as the circumstances warranted it.

On February 27th, the Committee on Engineering authorized the Chief Engineer to enter into an agreement with the Illinois Central Railroad Company giving the right to the P., C., C. & St. L. Ry. Co. to cross the property of the Illinois Central near the Ash Street tower with two of the Pan Handle tracks. On February 28th (page 430 of his letter book), the Chief Engineer sent the following communication to the Illinois Central Railroad Company:

"I am authorized by the Sanitary District of Chicago to enter into an agreement with the Illinois Central Railroad Company for the right to cross the tracks and lands of the said Company in the vicinity of the interlocking tower known as the Ash Street tower with two tracks of the P., C., C. & St. L. Ry. in the manner shown upon the plat herewith submitted. The Sanitary District to defray all of the expenses incident to the change of tracks indicated upon said plat and to the revision of the inter-locking plant made necessary thereby, and the Illinois Central Railroad Company to grant the said District the right to enter upon and occupy the said lands and tracks of the said Company for the term of one year from the date hereof upon the further condition that it, the Sanitary District, will pay to the said Railroad Company in full compensation for the rights so conferred by it and for all delays to its traffic growing out of the said changes in

tracks and inter-locking the sum of six thousand ($6,000.00) dollars.

At the expiration of the term of one year from the date hereof, or at an earlier period should the progress of the work of the Sanitary District admit of it, the said District will remove the tracks laid under this agreement and restore the lands and tracks of the Railroad Company to the condition which existed at the date hereof."

On March 3rd, an indenture, based upon the conditions set forth above, was executed, and on the 28th a voucher for $6,000.00 was issued the said Company (File No. 2820).

On February 4th, the Chief Engineer received a proposition from the Union Switch and Signal Company in reference to the proposed changes in the inter-locking system near Ash Street, in which it agreed to furnish all the labor and tools necessary for the work at cost and 15 per cent; all material of its manufacture entering into the work at its price list less 20 per cent, and all material not of its manufacture to be purchased in the open market and delivered at the site of the work at cost and 5 per cent. The Chief Engineer accepted this proposition under date of February 6th (page 337 of his letter book), and on February 9th (page 345 of his letter book), confirmed a verbal proposition made by the same Company to equip the switches with hand switch-stands from its own stock at a cost to the District of 10 per cent. of their value for the use of them while the inter-locking plant was out of service. This Company immediately began operations and finished its work on September 2nd, at a cost to the District of $4,500.55 (File No. 3529).

On March 20th, the P., C., C. & St. L. Ry. Co. began the erection of its two new trestles. On March 9th (page 27 of Record Clerk's letter book), 10,061 lineal feet of piles, ranging in price from 9½ cents to 15 cents per lineal foot, were purchased for this work from the Continental Lumber Company at a cost of $1,191.84 (File No. 2849).

On April 5th (pages 75 and 193 of Record Clerk's letter book), 19,096 feet B. M. of lumber, ranging in p ice from $14.00 to $20.00 per thousand feet, was purchased on this same account from the Marsh & Bingham Company at a total cost of $305.03 (File No. 2917). The bolts and nuts used were purchased from the Continental Bolt and Iron Works at a cost of $58.81 (File No. 2881). The P., C., C. & St. L. Ry. Co. completed these trestles on May 3d, and the bills for their erection, including crossings, steel rails, lumber, hardware and the construction of its temporary tracks, etc., amounted to $10,258.36 (File No. 3276). A voucher for $20.07 was also issued on this account to Halvorson, Richards & Co. for hauling piles (File No. 2851).

The construction of the two new trestles for the C. J. Ry. Co. was begun on June 19th and finished on July 31st. On June 13th (page 148 of his letter book), the Bridge Engineer, Mr. Wm. M. Hughes, ordered Geo. M. Huss to do the framing at $7.00 per thousand feet B. M. and to take down the timber in the Twenty-sixth Street trestle and remove same to the site of the C. J. Ry. Co.'s trestles, for $5.00 per thousand feet B. M. Extra work was agreed to on a basis of cost and 15 per cent. for superintendence, etc. The total amount vouchered to this contractor on this account was $1,854.80 (File No. 3037). On June 13th (page 150 of his letter book), the Bridge Engineer purchased from Schultz Bros. 9,150 lineal feet of piles, ranging in price from 9½ cents to 12 cents per lineal foot, at a total cost of $1,026.36 (File No. 3076). From the Star Construction and Dredging Co. were purchased 1,363 lineal feet of piles at 12½ cents per lineal foot, a total cost of $170.38 (File No. 3000). On August 4th, 780 lineal feet of piles were purchased from T. P. Inglesby at 8½ cents per lineal foot, at a cost of $66.30 (File No. 3072).

Further purchases and work done on these trestles are as follows: On June 20th (page 157 of his letter book), the Bridge Engineer purchased from the Edward Hines Lumber Company 124,251 feet B. M. of lumber, ranging in price from $14.00 to $25.00 per thousand feet B. M., at a total cost of $2,186.26 (File No. 3558). On July 10th, 1,956 feet B. M. of lumber was purchased from P. Peterson at a cost of $18.49 (File No. 3018). On June 21st (page 158 of his letter book), the Bridge Engineer ordered sundry hardware from the Continental Bolt and Iron Works at a cost of $539.34 (File No. 3560). On July 13th (page 270 of Record Clerk's letter book), 260 bolts were ordered from the Chicago Bridge and Iron Company at a cost of $32.43 (File No. 3071). On July 18th, two kegs of track bolts were ordered from Jones & Laughlins, Limited, and a voucher was issued for $13.10 (File No. 3074). On July 18th, also, 2,000

pounds of spikes at $2.50 per 100-pound kegs were purchased from Crerar, Adams & Co. at a cost of $52.50 (File No. 3111). On July 18th, 20th and 22nd, the Ajax Forge Company delivered 12 wrought crossings at $185.00 and 16 pairs of splices at $2.80 each, a total cost of $2,264.80 (File No. 3066). Hayes Bros. et al. furnished 9 tons of coal for use in driving piles for these trestles, the cost of which was $21.45 (File No. 3035).

On May 16th (page 219 of his letter book), the Chief Engineer accepted the proposition of the Scherzer Rolling Lift Bridge Company to remove all of the piles in the way of the bridge excavation at the site of the Eight-track Bridge, and the price agreed upon was 20 cents per lineal foot. During the year 1899 19,564 lineal feet were removed, showing an earning on this account of $3,912.80 (File No. 3613). This item appears on the voucher of the McArthur Brothers' Company, it having become the successor to the company that made the agreement.

During the month of August, Geo. M. Huss removed 131,662 feet B. M. of timber from the abandoned trestles, at $3.50 per M. feet B. M. This work was done by verbal order of the Bridge Engineer. On October 2nd, the Committee on Engineering authorized the Chief Engineer to hire Geo. M. Huss to do sundry work in connection with the Pan Handle trestles, and on October 9th, Mr. Huss acknowledged in writing a verbal agreement made between him and the Chief Engineer for the rental of a pile-driving outfit at $25.00 per day and for force account work at cost with 15 per cent. added for superintendence, etc. This work consisted of extra bracing, lengthening trestles, redriving bents, pile driving, etc. The total earnings by this contractor for this work, including the removal of timber, was $1,728.21 (File No. 3610).

Sundry other labor was furnished and material supplied during 1899 for work of a general character in connection with these trestles. The work covered by A. T. Wilcox consisted of shifting decks, sundry repairs and the removal of tracks and timber approaches to the abandoned girder bridge. This work was done by force account on a 15 per cent basis and the earnings during the year 1899 amounted to $345.37 (File No. 3008.) McArthur Bros. Company furnished sundry labor and material in connection with these trestles, which amounted to $405.15 (File No. 3608.) The Marsh & Bingham Company delivered 23,044 feet B. M. of stringers and sway braces ranging in price from $15.50 to $24.00 per M. feet B. M. at a total cost of $413.86 (File No. 3606.) The Western Union Telegraph Company moved its poles and wires to allow the construction of the two new trestles of the P., C., C. & St. L. Ry. Co. in the early part of the year and the amount vouchered on that account was $334.66 (File No. 2867). The A., T. & S. F. Ry. Co. submitted several small bills for expenses in connection with its crossing of the Pan Handle tracks. The total amount vouchered was $18.34, of which amount $5.20 appears on a construction expense voucher of Isham Randolph (File Nos. 3427 and 3527). Bills to the amount of $18.59 were vouchered in favor of the I. C. R. R. Co. for expenses in connection with its crossing of the Pan Handle tracks (File No. 2759).

On August 2nd (page 5972), the Board of Trustees authorized the execution of an agreement with the C. J. Ry. Co. regarding the transfer of the tracks of the C. T. T. R. R. Co. to the right of way of the first named Company at a rental of $60.00 per month. A copy of the executed contract appears in the Proceedings for September 6th (page 6020).

The three railroad companies in interest at the Pan Handle crossing had vouchered to their accounts numerous bills during the year. A statement of the amounts vouchered during 1899 to all parties on account of these trestles is as follows:

The Marsh & Bingham Company (lumber)	$ 718 89
Edward Hines Lumber Company (lumber)	2,186 26
P. Peterson (lumber)	18 49
Schultz Bros. (piles)	1,026 36
T. P. Inglesby (piles)	66 30
Continental Lumber Company (piles)	1,191 84
Continental Bolt & Iron Works (hardware)	598 15
Crerar, Adams & Co. (hardware)	52 50
Jones & Laughlins Company (hardware)	13 10
Chicago Bridge & Iron Company (hardware)	32 43

Hayes Bros. et al (coal)	$ 21 45
Illinois Central Railroad Company (use of right of way and labor)	6.018 59
Union Switch & Signal Company (interlocking system)	4,500 55
McMahon & Montgomery Company et al (dismantling machinery)	1,278 87
Ajax Forge Company (crossings and splices)	2,264 80
Western Union Telegraph Company (removing telegraph poles)	334 66
Halvorson, Richards & Co. (hauling piles)	20 07
Chicago Star Construction Company (labor and material)	902 54
McArthur Bros. Company (pulling piles, etc)	4,317 95
A. T. Wilcox (labor)	345 37
Geo. M. Huss (labor)	6,583 01
The A. T. & S. F. Railway Company (labor)	13 14
Isham Randolph (labor Santa Fe Company)	5 20
C. T. T. Railroad Company (miscellaneous expenses)	4,077 40
C. J. Railway Company (miscellaneous expenses)	6,630 12
P. C. C. & St. L. Railway Company (miscellaneous expenses)	10,920 96
Total	$ 54,139 00

During the month of February, A. T. Wilcox was ordered to clean out the pontoon bridge at Western Avenue and to repair the deck of the Western Avenue temporary bridge. This work was done on a cost and 15 per cent basis and the amount, $37.08, was vouchered on March 16th (File No. 2802). On May 24th (page 5812), the Board of Trustees ordered the removal of the old pontoon bridge at Western Avenue, and P. Peterson, the lowest bidder, was awarded the work. $340.00 was the amount agreed upon and a voucher for that sum was issued on July 6th (File No. 2977).

The condition of work on this section at December 31, 1899, was as follows:

Main Channel. 1,516,374 cubic yards glacial drift, at 21 cents	$ 318,438 54
Main Channel, 9,624 cubic yards glacial drift, at 45 cents	4,330 80
Main Channel, 27,539 cubic yards glacial drift, at 50 cents	13,769 50
Main Channel, 59,246 cubic yards glacial drift, at 55 cents	32,806 22
Main Channel, 74,140 cubic yards glacial drift, at 70 cents	51,898 00
Collateral Channel, 104,514 cubic yards glacial drift, at 19.9 cents	20,638 29
Collateral Channel, 26,660 cubic yards glacial drift, at 27 cents	7,198 20
Inlet sluice	5,447 14
Pumping plant	4,637 80
Narrow cut account Western Avenue temporary bridge	3,984 54
Dredge pit account Pan Handle temporary bridge	5,550 61
Western Avenue temporary bridges	9,036 84
Pan Handle temporary bridges	96,178 39
Estimated prospective charges account extra work	32,000 00
Total estimated cost of section	$ 605,914 87
Amount earned to January 1, 1900	552,778 61
Unfinished work	$ 53,136 26
Reserved percentages	15,380 67
Unpaid vouchers	9,248 62
Balance required to complete section	$ 77,765 55

Section "N"—Hayes Brothers, et al., Contractors.

Except in the regular monthly reports of this Department, there is but one reference to this section in the Proceedings for 1899, and that is an order to the Clerk to advance these contractors $4,000.00 out of their reserve percentage (page 6109). There were, however, a number of transactions on this section which should be recorded as a part of its history and which will be given in this report.

On January 16th (page 272 of his letter book), the Chief Engineer notified these contractors that they must proceed with their work under the terms of their contract requiring the material to be spoiled on the north spoil area. On February 14th (pages 397-8 of his letter book), the Chief Engineer addressed an order to these contractors permitting them to spoil material on the south side of the Main Channel under certain restrictions and authorizing them to excavate by force account, on a basis of cost and 10 per cent., that portion of the Channel which had previously been occupied by the Kedzie Avenue temporary roadway. Under this order work progressed for several months, but the rate of progress was very unsatisfactory, and a written demand for better results was made by the Chief Engineer on two occasions, August 11th and 14th (pages 39 and 48 of his letter book).

On August 18th (page 57 of his letter book), the Chief Engineer made written confirmation of a verbal agreement to pay 65 cents per cubic yard for about 4,000 cubic yards of material at the west end of the section which could not be reached by steam shovel. On August 22nd (page 65 of his letter book), the Chief Engineer made another demand upon the contractors for better progress, and similar demands were made on August 25th, October 3rd and November 11th and 18th (pages 87-186-284 and 361). On December 12th (page 362 of his letter book), the Chief Engineer called the attention of these contractors to the fact that they were blocking Kedzie Avenue with spoil, and ordered them to remove same at once. On December 15th (page 385 of his letter book), the Chief Engineer wrote these contractors calling attention to their failure to carry out the terms of a verbal agreement under which they were to be paid $1.00 per cubic yard for certain excavation, which failure released the Sanitary District from any obligation to pay for the specified work at the price named. On December 29th (page 414 of his letter book), the Chief Engineer advised these contractors to remove their shovel from the cut. The work of and attitude of these contractors was most unsatisfactory in the matter of progress.

The amount of work done by these contractors during the year 1899, was as follows:

Glacial drift, 179,115 cubic yards at 23 cents	$43,036 45
Excavation under Kedzie Avenue (force account)	19,136 76
Extra price excavation near west end of section, 5,599 cubic yards at 42 cents	2,351 58
Extra price excavation near west end of section, 5,000 cubic yards at 77 cents	3,850 00
Total	$ 68,374 79

The condition of contracts on this section on December 31, 1899, was as follows:

Main Channel, prism, 1,105,443 cubic yards at 23 cents	$ 254,251 89
Extra cost Main Channel excavation:	
22,170 cubic yards at 86.3 cents	19,136 76
5,599 cubic yards at 42 cents	2,351 58
5,000 cubic yards at 77 cents	3,850 00
Surface ditches, 748 cubic yards glacial drift, at 23 cents	172 04
The A., T. & S. F. Railway Company's temporary bridge, including 1,466 cubic yards glacial drift excavation at 23 cents	3,600 69
Kedzie Avenue temporary roadway	810 03
Estimated prospective charges account extra work	4,500 00
Total estimated cost of section	$ 288,672 99
Amount earned to January 1, 1900	272,647 00
Unfinished work	$ 16,025 99
Reserved percentages	11,362 24
Unpaid vouchers	4,227 95
Balance required to complete section	$ 31,616 18

Section "M"—The Heidenreich Company, Contractor (Charles E. Schleytern, Assignee).

The Proceedings for 1899 contain no reference to this section. On May 12th, the Committee on Engineering authorized the Chief Engineer to unwater Sections "O," "M," "L," "K," "H" and "I" and under this authorization he established a pumping plant on the east end of the section, using one of the 15-inch centrifugal pumps and its engine, which were lately in use at the Controlling Works, and rented a boiler from Heggie Bros. The amounts vouchered on this account during the year were as follows:

Heggie Bros. (rent for and repairs to boilers)	$ 751 44
Hayes Brothers (sundry labor)	1,067 59
Isham Randolph (pay rolls account labor)	864 38
John Spry Lumber Company (lumber)	283 88
The Marsh & Bingham Company (lumber)	107 72
Kelly-Atkinson Construction Company (lumber)	36 25
McDonnell Odometer Company (tools)	30 54
Weaver Coal Company (coal)	361 51
Advance Packing and Supply Company (supplies)	353 84
Lammert & Mann (supplies)	19 80
Weir & Craig Manufacturing Company (supplies)	31 68
Crew-Levick Company (oil)	35 93
James Smith (bricking in boilers)	275 00
Total	$4,220 16

The condition of this section is as follows:

Previous estimated cost of section (for itemization of same see Annual Report for 1896, pages 3857-8 of Proceedings)	$158,015 06
Pumping plant	4,220 16
Total cost of section	$162,235 22
Amount earned to January 1, 1900	162,235 22
Unpaid vouchers and balance required to complete section	$ 85 39

Section "L"—The Heidenreich Company, Contractor (Charles E. Schleytern, Assignee).

There is no mention of this section in the Proceedings for 1899. A small amount of excavation was left unfinished at the time this Company was given its final voucher (page 3618 of Proceedings), and consisted of the Belt Railway Company's right of way at the westerly end of the section. This was partially excavated by Christie & Lowe, contractors for Section "K," and is covered in their final estimate for that section.

The final estimate of the contractor for this section shows 1,102,980 cubic yards at 19.7 cents, and the total earnings as $217,287.06.

Section "K"—Christie & Lowe, Contractors.

On November 9, 1896, a final estimate was rendered these contractors for the completion of all of the excavation of this section except that portion within the right of way of the Belt Railway Company of Chicago (see final certificate in the Proceedings for November 25, 1896, page 3625). When called upon to complete the section in compliance with the understanding had with them at the time their final estimate was issued, these contractors refused to complete the work within the time limit fixed by the District unless given an advance of 30 cents per cubic yard on the original contract price. This demand was finally conceded and the work proceeded under the following order of the Chief Engineer under date of August 4, 1899 (see page 31 of his letter book):

"To make a matter of record of the verbal agreement which exists between yourselves and this District for the excavation of material at the crossing of the Chicago and Western Indiana Railroad under emergency con-

ditions, I now confirm the order in the following terms:

You will proceed to excavate all the material now remaining on the east end of "K" and the west end of "L" at and adjacent to the crossing of the Belt Railway of Chicago (C. & W. I. R.), prosecuting the same both night and day with all available dispatch, depositing the excavated material on the right of way and lands of the Sanitary District adjacent to said crossing in the manner most convenient to you; the work to be completed on or before September 10th next, unless delayed or hindered by acts of this District or failures on its part to remove the water from the adjacent sections.

As compensation for this work I fix the price to be paid you at fifty-five (55) cents per cubic yard for each and every cubic yard removed; you to be paid on semi-monthly estimates as the work progresses 40 cents per cubic yard, the remaining 15 cents per cubic yard to be retained by the Sanitary District until the completion of the work and under the conditions hereinbefore named. Should you fail to complete the work within the time fixed through your own fault or negligence, then the Sanitary District shall retain the reserve of 15 cents per cubic yard as a forfeiture of your failure.

The compensation named herein is to be accepted by you in full settlement of all risk or expense to you arising or growing out of the acceptance by you of this order."

These contractors excavated 32,286 cubic yards under this order, and on December 21st were issued a final voucher for work done. During the progress of this work these contractors also removed a number of old piles that were in the way of excavation, for which they were paid by force account on a basis of 15 per cent. for superintendence, etc. The earnings on this account were $366.03. There still remains in the old right of way about 3,426 cubic yards which must be excavated by dredge.

During the year, two double track temporary trestles were constructed for the purpose of carrying the traffic of the Belt Railway Company of Chicago pending the construction of its permanent bridge. The first trestle was begun on February 1st and the first trains passed over it on June 10th. Owing to the fact that the permanent bridge was not completed as early as contemplated so as to allow the excavation from the Main Channel of the material upon which this trestle was erected, it became necessary to erect a second trestle east of the old one. This work was begun on November 6th and nearly completed at the end of the year.

In connection with the first trestle, the Chief Engineer, on January 19th (page 283 of his letter book), accepted the proposal of Geo. M. Huss to construct said trestle, based upon the following prices: Transferring lumber of the District from Section "E" to Section "K," $1.50 per thousand feet B. M.; furnishing and driving piles, 28 cents per lineal foot; framing lumber, $7.00 per thousand feet B. M. The final voucher of Mr. Huss for this work shows the following amounts (File No. 2846):

Transferring lumber, 78,000 feet B. M. at $1.50	$ 117.00
Timber in structure, 119,854 feet B. M. at $7.00	838 98
Piles furnished and driven, 2,378 lineal feet at 28 cents	665 84
Piles driven only, 160 lineal feet at 14 cents	22 40
Extra labor and material with 15 per cent added	281 97
Total	$ 1,926 19

Other items of expenditure on this account are as follows: Continental Bolt and Iron Works, hardware amounting to $101.96 (File No. 2800). On February 9th (page 425 of Record Clerk's letter book), 66,473 feet B. M. of lumber ranging in price from $13.50 to $19.00 per thousand was purchased from the Home Lumber Company at a cost of $1,072.07 (File No. 2837). On April 13th (page 101 of his letter book), the Chief Engineer accepted the proposal of Hayes Brothers to grade the approaches of this trestle, at 20 cents per cubic yard. The handling of 2,249 cubic yards of material was involved in this work and a voucher for $449.80 was issued to them (File No. 2861). This same firm laid the tracks to this trestle at a cost of $117.10 (File No. 2929). The bolts and spikes used in connection with the laying of these tracks were purchased from Crerar, Adams & Co., at a cost of $67.26. (File No. 2928). On May 12th (page 143 of Record Clerk's letter book), 880 oak ties were

purchased from the Marsh & Bingham Company at 60cents each,a total cost of $528.00 (File No. 2948). On May 25th (page 256 of his letter book), the Chief Engineer ordered from the Cambria Steel Company 25 and 320-2240 tons steel rails, at $28.64 per ton, and 4,050 pounds steel splice bars at $1.80 per 100 pounds. These rails and bars were purchased for the A., T. & S. F. Ry. Co., in order to replace a loan of like material made by the same company to the District for use at this trestle. The amount vouchered on this account was $793.40 (File No. 3062). The Belt Railway Company of Chicago furnished sundry labor and material between the months of May and December on this account, the total amount of which was $3,192.39 (File Nos. 3224 and 3524).

In connection with the second trestle, the Committee on Engineering, on October 2d, authorized the Chief Engineer to hire Geo. M. Huss to do sundry work at that point, and on October 9th, Mr. Huss acknowledged in writing a verbal agreement made between himself and the Chief Engineer, which was as follows: Loading timber on cars at Campbell Avenue and unloading same at Belt crossing, $3.00 per thousand feet B. M.; loading piles on cars at Campbell Avenue and unloading same at Belt crossing, 4 cents per lineal foot; removing timber from first to second trestle, $3.00 per thousand feet B. M.; erecting timber, $8.00 per thousand feet B. M.; driving piles, 16 cents per lineal foot; and miscellaneous work to be paid for on a basis of cost and 15 per cent. The work covered by Mr. Huss during the year on this account was as follows:

Moving timber from Section "O" to "K," 85,124 feet B. M. at $3.00	$ 177 61
Moving piles from Section "O" to "K," 4,517 lineal feet at 4 cents	180 68
Piles driven, 5,774 lineal feet at 16 cents	923 84
Timber framed in place, 123,632 feet B. M. at $8.00	989 06
Miscellaneous work	84 02
Total	$ 2,355 21

Other items of expenditure during the year on account of the second trestle are as follows: On October 17th (page 209 of his letter book), the Chief Engineer ordered lumber for this trestle from the Marsh & Bingham Company. The total amount delivered by this Company was 83,721 feet B. M., ranging in price from $17.50 to $32.00 per M. and the total amount vouchered was $1,821.40 (File No. 3597). On October 17th (page 210 of his letter book), the Chief Engineer ordered sundry hardware for this trestle from the Continental Bolt and Iron Works, and the total amount vouchered was $521.52 (File No. 3598). Two hundred and two dollars and ninety-nine cents was vouchered to the McArthur Brothers Company for use of hoisting engine and for supplying coal in connection with this work (File No. 3596). One hundred and forty-six dollars and fifty-one cents was vouchered to Isham Randolph for moneys paid for loading and unloading hoisting engine, for unloading rails and for switching charges on timber and piles (File Nos. 3299, 3364 and 3427).

A statement of the amounts vouchered during 1899 to all parties on account of these trestles is as follows:

Geo. M. Huss	$ 4,281 40
Continental Bolt and Iron Works	623 48
Home Lumber Company	1,072 07
Hayes Brothers	566 90
Crerar, Adams & Co	67 26
The Marsh & Bingham Co	2,349 40
Cambria Steel Co	793 40
The Belt Railway Company of Chicago	3,192 39
McArthur Brothers Company	202 99
Isham Randolph	146 51
Total	$13,295 80

The condition of work on this section is as follows:

Main Channel prism, 1,116,200 cubic yards glacial drift, at 25 cents	$	279,050 00
Main Channel prism, 32,286 cubic yards glacial drift, at 55 cents		17,757 30
Surface ditches, 4,800 cubic yards glacial drift, at 25 cents		1,200 00
Slides, 28,031 cubic yards glacial drift, at 25 cents		7,007 75
Removing old piles at Belt crossing		266 03
Drainage boxes		41 79
Total amount earned by Christie & Lowe	$	305,322 87
Main Channel prism, 3,426 cubic yards glacial drift, at 55 cents		1,884 30
Main Channel filled in by Belt Railway Company, 3,000 cubic yards glacial drift, at 35 cents		1,050 00
Belt Railway Company's temporary bridges		13,295 80
Estimated prospective charges account extra work		11,000 00
Total estimated cost of section	$	332,552 97
Amount earned to January 1, 1900		318,618 67
Unfinished work	$	13,934 30
Unpaid vouchers		2,396 76
Balance required to complete	$	16,331 06

Section "I"—Christie & Lowe, Contractors.

The record of this section remains as given in the annual report for 1896 (page 3833).

Cost of section, 1,159,384 cubic yards glacial drift at 25 cents.....$289,846.00

Section "H"—Gahan & Byrne, Contractors.

Owing to the inability of this District to give possession of that portion of the Channel location covered by the right of way of The A. T. & S. F. Ry. Co., these contractors suspended work on this section in 1896 and an estimate was returned for them covering all work done up to November 30th of that year. The Santa Fe Company abandoned this right of way in April, 1899, and these contractors were given full possession and completed the excavation on November 14th (page 6203). During the year these contractors excavated 96,997 cubic yards of glacial drift from the Main Channel prism; 7,350 cubic yards of slides; 3,222 cubic yards in taking out the dam at Station 347+25, and 1,166 cubic yards in removing the Santa Fe embankment from the berm, a total of 108,735 cubic yards. The final estimate for this work was issued on December 1st and the certificate of the Chief Engineer is found in the Proceedings for December 13th (page 6183).

On July 20th (page 452 of his letter book), the Chief Engineer ordered these contractors to cut a trench through the earth then remaining on Sections "G" and "H," for the purpose of drawing off the water which was impounded on Sections "H," "I," and "K," and fixed the lump sum compensation at $3,950.00. This item is included in the final estimate mentioned above (File No. 3,422).

These contractors constructed a dam across the Main Channel at Station 347+25 for the protection of the unfinished portion of the section and the Chief Engineer fixed the compensation for handling the 1,421 cubic yards of material comprised therein at 40 cents per cubic yard. During the month of April these contractors furnished the labor and material for the repair and rendering safe of this dam at a cost of $362.72. During the same month this firm furnished the labor and material for installing pump and pumping water from the section at a cost of $320.33. The total amount earned on account of these three items was $1,251.45 (File No. 2872).

These contractors filed with the Chief Engineer certain claims for compensation, upon which he reported to the Board on December 9th (see Proceedings for December 13th, pages 6164–6). The amount allowed for this section was $7,712.40 (File No. 3462). These contractors adjusted a claim of the Hoover & Mason Company on the basis of $2,400.00 in full settlement, and on December 13th (page 6185), the Board of Trustees allowed them that amount upon their agreeing to give a receipt in full (File No. 3461).

The condition of work on this section is as follows:

Main Channel prism, 1,073,645 cubic yards glacial drift, at 29 cents.	$ 311,357 05
Surface ditches, 5,253 cubic yards glacial drift, at 29 cents.	1,523 37
A., T. & S. F. Ry. Co.'s embankment, 1,166 cubic yards glacial drift, at 29 cents.	338 14
Slides, 22,463 cubic yards glacial drift, at 29 cents.	6,514 27
Construction of dam at Station 347+25, 1,421 cubic yards glacial drift, at 40 cents.	568 40
Taking out dam at Station 347+25, 3,222 cubic yards glacial drift, at 29 cents.	934 38
Repair of dam at Station 347+25 (Force Account)	362 72
Pumping water from section (Force Account)	320 33
Making cut for drawing off impounded water (lump sum)	3,950 00
Interest on cost of delayed machinery	397 00
Total amount claims allowed by Chief Engineer	7,712 40
Total amount claims allowed by Board of Trustees	2,400 00
Total cost of section	$ 336,378 06
Amount earned and paid to January 1 1900	336,378 06

Section "G"—Gahan & Byrne, Contractors.

These contractors suspended work on this section in 1897 for lack of the Santa Fe right of way and were given an estimate covering all work done up to September 28th of that year. The Santa Fe Company abandoned its old location and began operating over its new bridge on April 19, 1899, at which time these contractors were given full possession and completed the excavation on November 14th. During the year this firm excavated 39,069 cubic yards of glacial drift from the Main Channel prism; 944 cubic yards in putting in dam near Station 362; and 4,155 cubic yards of slides, a total of 44,168 cubic yards. The final estimate for this work was issued on November 15th and the certificate of the Chief Engineer is found in the Proceedings for December 13th (pages 6182–3).

During the month of May these contractors furnished labor and material for installing pump and pumping water from the unfinished portion of this section, at a cost of $116.20. They also removed the dam near Station 362 and were given 28 cents per cubic yard for the 944 yards in same. These two items are included in the final estimate rendered on this section (File No. 3421).

These contractors filed with the Chief Engineer certain claims for compensation upon which he reported to the Board on December 9th (see Proceedings for December 13th, pages 6164–6). The amount allowed for this section was $2,314.48 (File No. 3460).

The condition of work on this section is as follows:

Main Channel prism, 1,355,844 cubic yards glacial drift at 28 cents	$ 379,636 32
Surface ditches and dam, 8,620 cubic yards glacial drift at 28 cents	2,413 60
Slides, 36,318 cubic yards glacial drift at 28 cents	10,169 04
Removal of dam near Station 362, 944 cubic yards glacial drift at 28 cents	264 32
Draining impounded water (Force Account)	324 92
Removing spoil bank (Force Account)	4,200 00
Excavation of trench (Force Account)	2,325 04
Pumping water out of section	1,116 20
Total amount claims allowed by Chief Engineer	2,314 48
Total cost of section	$ 402,763 92
Amount earned and paid to January 1, 1900	402,763 92

Section "F"—Gahan & Byrne, Contractors.

The records of the Engineering Department show that this section was completed on January 6, 1899, at 4 p. m. (see page 5511 of Proceedings), and the final certificate of the Chief Engineer for same appears in the Proceedings for February 16th (pages 5475-6).

The quantities vouchered during the year

on this account were as follows: Main Channel prism, 8,740 cubic yards glacial drift excavation; surface ditches, 601 cubic yards glacial drift excavation; Main Channel prism, 686 cubic yards solid rock excavation and 2,770 cubic yards of rip-rap wall. The amount of the final voucher was $17,142.21 (File No. 2767).

On January 25th (page 5442), these contractors asked for a release of their bond on this contract, which was referred to the Committee on Finance. On February 1st (page 5449), this Committee reported in favor of reducing the bond to $5,000.00, which report was adopted by the Board. On March 13th (pages 5573-4), the Chief Engineer transmitted to the Board a request from the City Trust Safe Deposit and Surety Company of Philadelphia asking a release of their bond on this section. The matter was referred to the Committee on Engineering and, on April 12th (pages 5627-8), the Board adopted a recommendation of this Committee to further reduce the bond to $2,500.00.

On May 10th (page 5679), the Board ordered that the claim of the Streator and Third Vein Coal Company against former contractors on this section, Weir, McKechney & Co., be placed on file.

Gahan & Byrne filed with the Chief Engineer certain claims for extras on this section amounting to $13,561.50. Under date of December 9th, the Chief Engineer reported his findings to the Board at its meeting held December 13th (pages 6164-6), awarding $3,637.94 in full of all claims. The Board adopted the report and a voucher for the amount was issued on December 12th (File 3459).

The condition of this section is as follows:

Ricker, Lee & Co.—		
Main Channel prism, 497,763 cubic yards glacial drift at 23¾ cents..	$118,218 71	
Surface ditches, 1,147 cubic yards glacial drift at 23¾ cents..	272 41	
River Diversion prism, 65,308 cubic yards glacial drift at 23¾ cents..	15,510 65	
Surface ditches, 1,606 cubic yards glacial drift at 23¾ cents..	381 43	
Levee borrow, 91,320 cubic yards glacial drift at 23¾ cents..	21,688 50	
Totals, Ricker Lee & Co., 657,144 cu. yds. glacial drift at 23¾c		$156,071 70
Weir, McKechney & Co.		
Main Channel prism, 382,717 cubic yards glacial drift at 29½ cents..		$112,901 52
Gahan & Byrne—		
Main Channel prism, 186,157 cubic yards glacial drift at 29½ cents..	$ 54,916 32	
Slides, etc., 12,332 cubic yards glacial drift at 29½ cents..	3,637 94	
Surface ditches, 2,009 cubic yards glacial drift at 29½ cents..	592 65	
Revetment excavation, 23,254 cubic yards glacial drift at 29½ cents..	6,859 93	
Rip-rap, 22,413 cubic yards glacial drift at 45 cents..	10,085 85	
Main Channel prism, 37,448 cubic yards solid rock at 90 cents..	33,703 20	
Total for Gahan & Byrne..		$109,795 89
McArthur Brothers—		
Spillway excavation, 4,713 cubic yards at 69.9 cents..	$ 3,294 60	
Spillway construction..	17,223 81	
Excavation near Spillway, 16,500 cubic yards at 70.62 cents..	11,653 09	
Total for McArthur Brothers..		$ 32,171 50
Raising Santa Fe Bridge No. 5..		5,875 65
Total cost of section..		$416,816 26
Amount earned to January 1, 1900—		
By Ricker, Lee & Co..	$156,071 70	
By Weir, McKechney & Co..	112,901 52	
By Gahan & Byrne..	109,795 89	
By McArthur Brothers..	32,171 50	
By The A., T. & S. F. Railway Company..	5,875 65	
Total earnings..		$416,816 26

Reserved percentages—		
Ricker, Lee & Co		$ 18,390 31
Weir, McKechney & Co.,	$ 11,859 26	
Unpaid vouchers Weir, McKechney & Co	7,846 75	
		19,706 01
Balance required to complete section		$ 38,096 32

Section "E" – Halvorson, Richards & Co., Contractors.

The excavation of this section was completed on August 22nd (see page 6041 of Proceedings). The only reference to this section in the Proceedings other than what is found in the monthly reports of this Department relate to a communication from Angus & Gindle (page 5585) and a report thereon from the Committee on Engineering dated December 27th (page 6220). In the Proceedings of the same date (pages 6222-3) appears the final certificate of the Chief Engineer, under date of November 22nd, as does also a recommendation of his relating to the release to Angus & Gindle of $5,600.00, which he had advised should be held pending the determination of a claim of the Qualey Construction Company (page 6223).

During the year the following quantities were excavated by these contractors: Main Channel prism, glacial drift, 5,062 cubic yards; revetment excavation, 21,017 cubic yards; Main Channel prism, solid rock, 55,480 cubic yards; revetment wall, 54,651 cubic yards; and dry rubble masonry, 1,702 cubic yards.

During the months of August and September, these contractors removed the dam at the intersection of Sections "D" and "E" at a cost to the District of $493.10 (File No. 3180).

On February 1st, a voucher for $219.74 was issued to the C. T. T. R. R. Co. for sundry charges in connection with its temporary bridge over the Main Channel on this section (File No. 2753). Eleven vouchers, aggregating $1,129.19, were issued during the year to this same Company for labor and material furnished in connection with its temporary bridge across the Desplaines River (File No. 3522).

The condition of this section is as follows:

Streeter & Kenefick—		
Main Channel prism, 467,640 cubic yards glacial drift, at 27½c.	$ 128,601 00	
River Diversion prism, 68.769 cubic yards glacial drift, at 27½c.	18,911 47	
Borrow pits for levee, 21,385 cubic yards glacial drift, at 27½c.	5,880 88	
River Diversion ditches, 5,564 cubic yards glacial drift, at 27½c.	1,530 10	
Overhaul, 9,641 cubic yards material, at 26.8c	2,579 45	
Ballasting Summit highway	61 81	
Total for Streeter & Kenefick		$ 157,564 71
Angus & Gindele—		
Main Channel prism, 893,689 cubic yards glacial drift, at 27c	$ 241,296 03	
Surface ditches, 4,563 cubic yards glacial drift, at 27c	1,232 01	
Removal of Ricker, Lee & Co.'s levee, 416 cubic yards glacial drift, at 27 cents	112 32	
Total for Angus & Gindele		$ 242,640 36
Halvorson, Richards & Co.—		
Main Channel prism, 324,723 cubic yards glacial drift, at 27c	$ 87,675 21	
Main Channel prism, 212,675 cubic yards solid rock, at 70c	148,872 50	
Revetment construction –		
Excavation, 201,590 cubic yards glacial drift, at 27c	54,429 30	
Revetment, 193.157 cubic yards glacial drift, at 45c	86,920 65	
Slope paving, 1,702 cubic yards glacial drift, at $2.00	3,404 00	
Removing dam at intersection of Sections "D" and "E"	493 10	
Total for Halvorson, Richards & Co.		$ 381,794 76

Work Done by Miscellaneous Contractors—		
Removal of Swift's R. R. bridge over I. & M. Canal	$ 260 00	
Ballasting Summit highway	128 20	
C. T. T. R. R. Co.'s temporary bridge, Main Channel	7,227 12	
C. T. T. R. R. Co.'s temporary bridge, Desplaines River	4,482 59	
Lyons-Summit temporary bridge, Main Channel	4,358 02	
		$ 16,455 93
Total cost of section		$ 798,455 76
Amount earned to January 1, 1900—		
By Streeter & Kenefick	$ 157,564 71	
By Angus & Gindele	242,640 36	
By Halvorson, Richards & Co	381,794 76	
By sundry contractors	16,455 93	
Total earnings		$ 798,455 76
Reserved Percentage and Unpaid Vouchers (Being Balance Required to Complete Section)—		
Streeter & Kenefick		$ 18,998 95

Section "D"—E. D. Smith & Co., Contractors.

The final certificate for work done by the contractors for this section was rendered on November 17, 1897 (pages 4369-70). The schedule for all the work done is found in the Annual Report of this Department for 1897 (page 4600). Total cost of section, $594,919.83.

Section "C"—Western Dredging and Improvement Co., Contractor.

The final certificate for work done by the contractor for this section was rendered on October 11, 1898 (page 5324). The only reference to this section in the Proceedings for 1899 is found on November 1st (page 6108), in which the Committee on Finance recommended a reduction of the bond of this Company to $10,000.00, which recommendation was concurred in by the Board. The schedule for all the work done is found in the Annual Report of this Department for 1898 (page 5710). Total cost of section, $484,259.40.

Section "B"—Heldmaier & Neu, Contractors.

The final certificate for work done by the contractors for this section was rendered on September 15, 1897 (page 4208). The schedule for all the work done is found in the Annual Report of this Department for 1897 (page 4601). Total cost of section, $498,587.76.

Section "A"—Heldmaier & Neu, Contractors.

The final certificate for work done by the contractors for this section was rendered on January 11, 1898 (page 4478). The schedule for all the work done is found in the Annual Report for 1897 (page 4602). Total cost of section, $917,325.81.

Section 1—Griffiths & McDermott, Contractors.

The Proceedings for 1899 contain no reference to this section other than in the Annual Report for 1898 (page 5711), in which an item of $7.00 is mentioned as having been earned for that year. During the year 1899 the Willow Springs Road temporary bridge was sold for $75.00 and the Chief Engineer transmitted that amount to the Clerk on August 3rd (page 498 of his letter book). These two items modify the schedule shown in the Annual Report for 1897 (page 4602), making the total cost of the section $1,356,510.66.

Section 2—McArthur Brothers, Contractors.

The schedule for all the work done on this Section is found in the Annual Report for 1897 (page 4603). Total cost of section, $940,975.86.

Section 3—Gilman & Co., Contractors.

The last schedule of the cost of this section appears in the Annual Report for 1897 (page 4603), the total of which was $841,291.35. During the year 1899 it was found necessary to complete the retaining wall where the pumping plant used during the construction period was located and the work was done on force account by Patrick Conley, under

authority of the Committee on Engineering, dated October 2nd. This work was completed on December 4th at a cost of $1,215.85 (File No. 3494). One hundred and forty-nine and one-tenths cubic yards of rock were excavated on this account and 180.4 cubic yards of rubble masonry laid in cement were constructed. Revised total cost of section, $842,507.20.

Section 4—McArthur Bros., Contractors.

The last schedule of the cost of this section appears in the Annual Report for 1897 (pages 4603-4), the total of which was $1,058,638.66. During the year 1899, the work of filling in the sump where the pumps stood during the construction period was done on force account by Patrick Conley, under authority of the Committee on Engineering, dated October 2d. One thousand six hundred and six cubic yards of material were filled in at a cost of $722,70. Revised total cost of section, $1,059,361.36.

Section 5—The Qualey Construction Company, Contractor.

The schedule for all the work done on this section is found in the Annual Report for 1897 (page 4604). Total cost of section, $755,860.92.

Section 6—Mason, Hoge, King & Co., Contractors.

The last schedule of the cost of this section appears in the Annual Report for 1896 (page 3840), the total cost of which was $742,193.37. During the year 1899 it was found necessary to underpin the foundations of the retaining wall at Stations 1049-50. Acting under the authority of the Committee on Engineering, dated April 24th, the Chief Engineer, on May 2d (page 168 of his letter book), ordered these contractors to do the work on force account and 15% for superintendence and use of tools. The work was completed by them on June 27th at a cost of $2,705.53 (File No. 3137). Werden Buck furnished for this work 243 barrels of cement at a cost of $160.13 (File No. 3019), of which amount $42.70 was paid back to the District for the return of 427 empty cement sacks. The total net cost of this work was $2,822.96. Revised total cost of section, $745,016.33

Section 7—Mason, Hoge & Co., Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1896 (page 3841). Total cost of section, $797,495.93.

Section 8—Mason, Hoge, King & Co., Contractors.

The Proceedings for 1899 make no reference to work on this section for that year, other than what is contained in the monthly reports of this Department. There are, however, facts relating to the section which properly belong in the records of the Board and which will be given in this report.

On August 11th and 30th (pages 40 and 107 of his letter book), the Chief Engineer urged progress upon these contractors in the work of removing the rock remaining in that portion of the Main Channel hitherto obstructed by the Santa Fe tracks. Such a rate of progress as the necessities of the District required was not made, and these contractors were called before the Committee on Engineering and made a defense based upon a plea of inability to do the work for the contract price in view of their not having been given the opportunity to work prior to the great advance in the cost of labor and material. An adjustment was reached, and on September 25th (page 155 of his letter book), the following order was issued to this firm by the Chief Engineer:

"You having made a demand for an adjustment of prices to be paid you by the Sanitary District of Chicago under your contract with the said District of Chicago, dated August 1, 1898, the basis of your said demand being the fact that owing to the delay of the Sanitary District in putting you in possession of the site of a considerable portion of the work you were unable to finish within the time provided in the contract and the work has been carried over the season into a period of higher prices for labor and material. Your claims have been duly considered by the Trustees of this District, acting as the Committee on Engineering, and by them referred to me for adjustment under the provisions of your aforesaid contract of August 1, 1898. I now fix the price to be paid you for all material excavated and embankment made, under the terms of your contract, subsequent to the 15th day of the present month, as follows:

For all material excavated from the Main Channel, one dollar and twelve and one-half

($1.12½) cents (the advance being 49½ cents) per cubic yard.

For all material placed in the railroad embankment, twenty-five (25) cents (the advance being 7 cents) per cubic yard.

In consideration of these advances you are to equip and prosecute the work so as to complete the same on or before November 25th of the present year."

This order was accepted by the contractors and the work was completed on or about December 1st.

During the year, these contractors also supplied the labor in keeping free from obstructions the tunnel under the old Santa Fe right of way, so as to allow the water from the upper sections of the channel to flow freely into the lower ones.

During the progress of the excavation of the Santa Fe right of way it became necessary to construct a coffer-dam at that point to prevent the encroachment of water upon the work. On November 11th (page 60 of Record Clerk's letter book), 15,000 feet B. M. of lumber at $13.25 per thousand feet B. M. was purchased from Francis Beidler & Co., and on November 27th, 800 feet of lumber at $20.00 per thousand feet was purchased from the S. L. Derby Lumber Co. James A. Sackley also supplied on this account 384 feet of lumber at $12.00 per thousand feet and sundry other petty items, at a total cost of $25.60.

Following is a schedule of the items vouchered during 1899, chargeable to this section:

Mason, Hoge, King & Co., 1,500 cubic yards solid rock at 63 cents	$	945 00
Mason, Hoge, King & Co., 12,900 cubic yards solid rock at $1.12½		14,512 50
Mason, Hoge, King & Co., cleaning tunnel (File No. 3316)		324 87
Francis Beidler & Co., lumber, coffer-dam, (File No. 3429)		198 75
S. L. Derby Lumber Co., lumber, coffer-dam, (File No. 3535)		16 00
Jas. A. Sackley, lumber, etc., (File No. 3506)		25 60
Total	$	16,022 72

The condition of work on this section is as follows:

Main Channel prism, 43,578 cubic yards glacial drift at 26 cents	$	11,330 28
Approaches to Stephens Street Bridge, 6,592 cubic yards glacial drift, at 26 cents		1,713 92
Main Channel prism, 1,140,408 cubic yards solid rock, at 74¾ cents		852,454 98
Main Channel prism, 5,500 cubic yards solid rock, at 63 cents		3,465 00
Main Channel prism, 14,160 cubic yards solid rock, at $1.12½		15,930 00
Scabbling for retaining wall foundation, 723 cubic yards solid rock, at 74¾ cents		540 44
Retaining wall, 2,874.9 cubic yards, at $3.25		9,343 43
River Diversion prism, 57,766 cubic yards glacial drift, at 26 cents		15,019 16
Approaches to Stephens Street Bridge, 136 cubic yards glacial drift, at 26 cents		35 36
River Diversion prism, 99,399 cubic yards solid rock, at 74¾ cents		74,300 76
Tunnel and Open Cut Under The A., T. & S. F. Ry. Co.'s old right of way—		
Excavation, Main Channel prism, 121.1 cubic yards solid rock, at $1.50		181 65
Tunneling, 92 lineal feet, at $6.00		552 00
Mason, Hoge, King & Co.'s settlement of claims		5,011 41
Agnew & Co.'s settlement of claims		2,000 00
Moving cable towers		2,992 15
Moving telegraph lines		487 58
Suppressing fire on and repairing levee		245 07
Cleaning tunnel under A., T. & S. F. Ry. Co.'s right of way		324 87
Material for coffer-dam in Main Channel		240 35
Stephens Street improvement		1,000 00
Quarrying dimension stone, 1,370.2 cubic yards, at $1.00		1,370 20
The A., T. & S. F. Ry. Co.'s temporary bridge, Desplaines River		18,738 80
Stephens Street (Lemont Road) temporary bridge, Main Channel		1,115 09
Total estimated cost of section	$	1,018,392 50
Amount earned to January 1, 1900		1,016,975 00
Unfinished work	$	1,417 50

Reserved percentage	$	2,247 18
Unpaid vouchers		41 60
Balance required to complete	$	3,706 28

Section 9 Halvorson, Richards & Co., Contractors.

This section was completed in November, 1895, five months ahead of contract time. The schedule for all the work done on this section is found in the Annual Report for 1896 (page 3842). Total cost of section, $819,424.30.

Section 10—E. D. Smith & Co., Contractors.

This section was completed in September, 1895. The schedule for all the work done is found in the Annual Report for 1897 (page 4606) which, in the report for 1898 (page 5712), was modified by taking out of it the item of "Western Stone Co.'s bridge over Desplaines River" and transferring same under the head of Bridges. Total cost of section, $1,009,136.70.

Section 11—Mason, Hoge & Co., Contractors.

This section was completed in 1895. The schedule for all the work done is found in the Annual Report for 1896 (page 3843). Total cost of section, $841,571.92.

Section 12—Mason, Hoge & Co., Contractors.

Besides what is contained in the monthly reports of this Department, the Proceedings for 1899 make but one reference to this section for that year, and that is on August 16th (page 5987), when the Board released the bond of Daniel Sullivan on his completed contract for building culverts and grading Romeo Highway, dated September 23, 1896.

On August 14th the Committee on Engineering authorized the Chief Engineer to excavate and fill with concrete, by force account, the numerous clay pockets in the rock walls of the Main Channel on Sections 12 and 13. In prosecuting this work the Chief Engineer made arrangements with the following firms: On August 22d (page 63 of his letter book), with the Shepard Stone Company, for crushed stone at $1.25 per cubic yard; on August 30th (page 105), with Meacham & Wright, for Utica cement at 50 cents per barrel; with the Thomas Moulding Company, for Wolverine cement at $2.16, $2.24 and $2.25 per barrel; with the Garden City Sand Company, for Louisville cement at 44 cents per barrel; with Gahan & Byrne, for Utica cement at 61 cents per barrel; with Werden Buck, for Utica cement at 45 cents per barrel and Louisville cement at 70 cents per barrel; with Fred Boehme, for sand at $1.25 per cubic yard; with Heggie Bros., for the use of an upright boiler at $25.00 per month; with Alfred Wenberg and the Canal Commissioners, for use of hoisting engines at $4.00 per day; with Halvorson, Richards & Co., for hoisting engines at $2.50 per day, and with sundry other firms for miscellaneous tools, supplies, etc. This work was practically completed at the end of the year, but all of the items of cost were not vouchered up to that time. The final notes for this work show 4,051 cubic yards of excavation and 3,849.19 cubic yards of concrete. Following is a schedule of vouchers issued on this account to December 31, 1899:

Jos. F. Haas, Clerk, pay rolls (File No, 3508)	$	9,893 26
Shepard Stone Company, crushed stone (File No. 3572)		3,209 11
Thomas Moulding Company, cement (File Nos. 3568 and 3586		1,421 49
Werden Buck, cement (File No. 3434)		450 00
Meacham & Wright, cement (File No. 3570)		1,058 90
Garden City Sand Company, cement (File No. 3432)		92 77
Gahan & Byrne, cement (File No. 4567)		437 66
Humphrey & Sons, hardware (File No. 3439)		579 74
Wilcox Bros., lumber (File No. 3435)		601 81
Thomas F. Ryan, lumber (File No. 3433)		46 13
Fred Boehme, sand (File No, 3571)		1,450 01
Hercules Powder Company, dynamite (File No. 3537)		46 07
Weaver Coal Company, coal (File No. 3436)		165 93
Bowers & Reid, rubber boots (File No. 3208)		60 41
Illinois Oil Station, oils (File No. 3320)		25 38

N. Stanton, tarpaulins (File No. 3318)	$ 35 00
The Canal Commissioners, use of hoisting engines (File No. 3507)	264 00
Alfred Wenberg, use of hoisting engines (File No. 3539)	368 00
Heggie Brothers, use of boiler (File No. 3538)	88 50
Halvorson, Richards & Co., loading hoisting engine (File No. 3327)	133 86
Isham Randolph, freight, etc (File Nos. 3569, 3579 and 3427)	1,349 10
Barrett Hardware Company, sundries (File No. 3540)	350 71
Geo. M. Campbell, sundries (File No. 3321)	118 18
Total	$ 22,246.02

During the month of March, Heldmaier & Neu furnished the labor and material for a temporary crossing over the site of the west abutment of the Romeo Road Bridge on this section, at a cost of $16.09 (File No. 2840). The Romeo Road temporary trestle was sold in the month of September to W. F. Welbourn for $50.00 and on September 13th (page 133 of his letter book), the Chief Engineer transmitted said amount to the Clerk of the District.

The condition of work on this section is as follows:

Main Channel prism, 29,309 cubic yards glacial drift at 30¼ cents	$ 8,865 97
Approaches to Romeo Highway Bridge, 12,470 cubic yards glacial drift at 30¼ cents	3,772 17
Temporary Road at Romeo, 1,619 cubic yards glacial drift at 30¼ cents	489 75
Side pockets, 632 cubic yards glacial drift at 30¼ cents	191 18
Main Channel prism, 978,183 cubic yards solid rock at 79¼ cents	775,210 03
Side pockets, 20,526 cubic yards solid rock at 79¼ cents	16,266 85
Dry rubble retaining wall, 17.44 cubic yards at $1.66	28 95
Cement retaining wall 9,269.5 cubic yards at $3.50	32,443 25
River Diversion prism, 11,739 cubic yards glacial drift at 30¼ cents	3,551 05
Draining Goose Lake, prism, force account, 7,475 cubic yards solid rock at $1.96	8,942 88
Core for levee	7,541 87
Romeo highway improvement, Daniel Sullivan contract	1,732 72
Temporary roadway at Romeo	392 54
Concreting clay pockets—	
Excavation, 4,051 cubic yards rock at $1.00	4,051 00
Concrete, 3,849.19 cubic yards at $4.73	18,195 02
Romeo Road temporary bridge, Main Channel	1,085 87
Estimated prospective charges account concreting clay pockets	1,000 00
Total cost of section	$ 883,762 10
Amount earned to January 1, 1900	882,762 10
Unfinished work	1,000 00
Unpaid vouchers	2,530 96
Balance required to complete	$ 3,530 96

Section 13—Mason, Hoge & Co., Contractors.

The regular contract for this section was completed in 1895, and the last schedule for all the work done is found in the Annual Report for 1896 pages 3843-4), the total of which is $819,388.19.

As is stated in this report for Section 12, the Committee on Engineering, on August 14th, authorized the Chief Engineer to excavate and fill the clay pockets on this section, and the work was done by the same organization that carried on the work on Section 12. Operations continued to the end of the year, at which time 1,813 cubic yards of material were excavated at a cost of $1,813.00 (File No. 3508). The revised total cost of this section is $821,201.19.

Section 14—Smith & Eastman, Contractors for Excavation. Campbell & Dennis, Contractors for Retaining Wall.

The excavation for this section was completed in the early part of 1896, and the retaining wall in July, 1897. The schedule for the completed work covering these two contracts is found in the Annual Report for

1897 (page 4607), the total of which is $931,457.10.

In December, 1899, work was begun removing the pumping plant located on this section, as was also the filling of the gap in the concrete wall which this plant had occupied. One voucher for $48.38 was issued to Wilcox Brothers on account of filling this gap, which was for 2,072 feet B. M. of lumber for forms for concrete (File No. 3573).

The revised approximate figures for this section are as follows:

Total of schedule on page 4607	$ 931,457 10
Estimated cost of filling gap	1,048 38
Total cost of section	$ 932,505 48
Amount earned to January 1, 1900	931,505 48
Unfinished work	$ 1,000 00
Unpaid vouchers	48 38
Balance required to complete	$ 1,048 38

Section 15—Wright, Meysenburg, Sinclair & Carry, Contractors for Excavation and Retaining Wall.

The contractors completed their work in December, 1896. The schedule for all the work done on this section is found in the Annual Report for 1897 (pages 4607-8), the total of which is $552,033.46.

Section 15—Controlling Works—Christie & Lowe and Griffiths & McDermott, Contractors.

To avoid complications incident to the overlapping of the two contracts for this work, an arrangement was arrived at under which Christie & Lowe completed certain work which came under the Griffiths & McDermott contract. This arrangement was authorized by the Committee on Engineering on March 8th and was covered by the following order of the Chief Engineer to Christie & Lowe, dated March 21, 1899 (page 26 of his letter book):

"Following up the conversation had on last Thursday, the 16th inst., with your Mr. Lowe and John Griffiths of the firm of Griffiths & McDermott, I submit for your acceptance the following order which is in line with the understanding then reached. This order is given under the provisions of your contract dated January 18, 1896, relating to extra work. You will complete the contract work at each end of the Bear Trap Dam in accordance with the plans therefor and you will face the same with a sheathing of ⅜-inch steel, properly stiffened with Z bars, etc., as shown upon the blue print given you on March 16th. In doing this work you will use the broken stone and sand now on the work belonging to the stock of Griffiths & McDermott, which will be furnished free of cost to you by this District, and should this supply be insufficient for the work, you will supply the deficiency. You will place the shrouds called for by the plans for this work at each end of the Bear Trap Dam and will build them into the concrete masonry in accordance with the designs of this work. You will complete the masonry in all of its parts as called for by the plans.

As compensation for the work covered by this order, you will be paid the cost of all labor and material furnished or expended by you hereunder, with 15 per cent added for superintendence and use of tools.

All work to be performed according to the plans and under the direction of the Engineer and to be prosecuted with all possible diligence and despatch."

This order was accepted by Christie & Lowe on March 22d and all the work covered by it was completed about July 1st. The amount vouchered to these contractors during 1898 on this account and for sundry work done under verbal orders of the Chief Engineer, was $4,390.27 (File No. 3020).

These contractors completed the work covered by their regular contract on May 31st (page 5892).

In the year 1898, these contractors presented claims for expenses incurred by reason

of delays in the execution of their contract and for extra compensation on account of changes made by the District in the plans for the parallel motion device for the Bear Trap Dam. On December 16th of that year (page 176 of his letter book), the Chief Engineer reported on these claims and on June 16, 1899. the Committee allowed these contractors $4,490.00 in full settlement thereof. This amount is shown in the final voucher issued to them on July 1st, in which was also given the reserved percentage on the regular contract, namely, $4,900.00 (File No. 2983). The final certificate of the Chief Engineer was issued on July 5th and appears in the Proceedings for July 12th (page 5923).

The Proceedings for 1899 contain no references to the work of Griffiths & McDermott other than what is shown in the monthly reports of this Department and in the final certificate issued them by the Chief Engineer (see Proceedings of August 16th, pages 5989, 5990). The quantities vouchered to these contractors on regular contract during the year were: Excavation, 1,573 cubic yards; concrete masonry, 66.3 cubic yards, and the earnings for the same period were $9,143.32. Besides these earnings on the regular contract, a voucher for $88.10 was issued to these contractors for supplying 33¼ bbls. of Portland cement which was used for filling the counterweight pits of the dam (File No. 3445). The extra claims of these contractors, of which mention is made in the final certificate, had not been adjusted at the end of the year.

On July 23d, the Committee on Engineering authorized the Chief Engineer to have the sluice gates painted. This work was completed about November 1st, and the following expenditures were incurred:

Vilas Bros., paint and oil (File No. 3266)	$ 201 62
Barrett Hardware Company, tools and supplies (File No. 3331)	42 85
Isham Randolph, pay-rolls (File No 3291)	1,100 00
Isham Randolph, supplies (File No. 2427)	7 10
Total	$1,351 57

The following is a schedule of sundry vouchers issued during the year for miscellaneous work done in connection with the Controlling Works:

American Bridge Works, cable (File No. 2896)	$ 63 06
Advance Packing & Supply Co., fittings and labor (File No. 3444)	533 20
Thos. F. Ryan, lumber and labor (File No. 3575)	363 94
Joliet Bridge and Iron Co., labor and material (File No. 3509)	160 60
Hayes Bros., cinder path (File No. 3510)	55 80
Wm. O'Connell, tools and supplies (File No. 3541)	34 87
Standard Oil Co., machine oil (File No. 3542)	64 13
Joseph F. Haas, pay-rolls (File No. 3574)	394 50
Isham Randolph, pay-rolls (File No. 3576)	206 00
Total	$1,876 10

The amounts earned during the year on account of the Controlling Works is here summarized as follows:

Christie & Lowe	$8,880 27
Griffiths & McDermott	9,231 42
Miscellaneous firms	3,227 67
Total	$21,339 36

The condition of contracts at the Controlling Works is as follows:

Christie & Lowe—

Foundation excavation, 1,238 cubic yards at 59c	$ 730 42
Concrete, 836.8 cubic yards at $5.00	4,184 00
Lump sum for sluice gates	120,000 00
Lump sum for bear trap	58,000 00
Sundry extra work covered by orders of Chief Engineer	4,390 27

Claims allowed by Chief Engineer—			
Hire of watchman, 730 days, at $1.50	$ 1,095 00		
Additional expense caused by having to reorganize after forces were disbanded	725 60		
Tools provided by reason of removal to other work, necessitated by delay of one year	700 00		
Increased cost of parallel motion device above cost of design on which bid was based	1,969 40		
		4,490 00	$ 191,794 69
Griffiths & McDermott—			
Excavation, 8,873 cubic yards, at $2.00		$ 17,746 00	
Concrete, 2,878.9 cubic yards, at $3.60		10,364 04	
Concrete, 2,532.3 cubic yards, at $4.60		11,648 58	
Concrete, 5,206.1 cubic yards, at $3.00		15,618 30	
Lump sum for metal and lumber		14,200 00	
Extra work removing iron (File No. 190)		231 23	
Extra cement furnished (File No. 3445)		88 10	
Settlement of claims (prospective)		4,063 65	
			$ 73,959 90
Miscellaneous—			
American Bridge Works (cable)		$ 63 06	
Vilas Bros. (paints and oils)		201 62	
Barrett Hardware Co. (painters' supplies)		42 85	
Advance Packing & Supply Co. (fittings and labor)		533 20	
Thos. F. Ryan (lumber and labor)		363 94	
Joliet Bridge & Iron Co. (labor and material)		160 60	
Hayes Bros. (cinder path)		55 80	
Wm. O'Connell (tools and fittings)		34 87	
Standard Oil Co. (machine oil)		64 13	
Joseph F. Haas (pay rolls)		394 50	
Isham Randolph (pay rolls and material)		1,313 10	
Prospective charges account extra work		2,000 00	
			$ 5,227 67
Estimated cost of Controlling Works			$ 270,982 26
Amount Earned to January 1, 1900—			
By Christie & Lowe		$ 191,794 69	
By Griffiths & McDermott		69,896 25	
By miscellaneous firms		3,227 67	
			$ 264,918 61
Unfinished work			$ 6,063 65
Unpaid vouchers			716 62
Balance required to complete			$ 6,780 27

Section 16—Hayes Brothers, Contractors.

This section was completed on December 9th, except a small amount of channeling in front of the Controlling Works. There are no references to it in the Proceedings for 1899 other than what is found in the monthly reports of this Department. During the year these contractors excavated and had vouchered to them 85,700 cubic yards of material, an earning of $33,423.00. The Lockport temporary road was completed by them during the year and $613.04 was vouchered on this account for that period (File No. 3332). P. T. Dunn & Co., who, in 1898, were ordered to install and furnish electric lights for this road continued the service until July, 1899, at a cost of $56.00 for the year (File No. 3051). In reconstructing the Wire Mills Road, it was

decided to do away with two bridge openings which, owing to the diversion of the Desplaines River, were useless. On September 14th (page 137 of his letter book), the Chief Engineer ordered the Joliet Bridge and Iron Company to remove these spans, at a cost of $75.00 (File No. 3267).

On October 21, 1898 (page 457 of his letter book), the Chief Engineer ordered Hayes Bros. to construct a temporary roadway and trestle at the Wire Mills Road crossing of the Channel on this section and fixed their compensation at $1,500.00. A voucher was issued to them for this work on January 10th, 1899 (File No. 2736).

On June 16th (page 321 of his letter book), the Chief Engineer addressed a communication to the Committee on Engineering covering the payment for material borrowed by Hayes Bros. for grading the Wire Mills Road. Payment for this work was authorized on or about June 26th, and on June 30th (page 377 of his letter book), the Chief Engineer instructed Mr. H. B. Alexander, the Engineer in charge, that this mat rial would be paid for at the rate of thirty-nine cents per cubic yard, upon the same basis as the rest of the excavation on the section.

The condition of work on this section is as follows:

Excavation, Main Channel and borrowed material, 202,367 cu. yds. at 39c	$ 78,923 13
Lockport temporary road	1,860 27
Removal of bridge from Wire Mills road	75 00
Adjustment of claims (prospective)	15,488 53
Wire Mills temporary bridge and roadway	1,500 00
Total cost of section	$ 97,846 93
Amount of vouchers issued to January 1, 1900	74,298 27
Remaining to be vouchered	$ 23,548 66
Reserved percentage	8,857 88
Balance required to complete	$ 32,406 54

Section 17—Heldmaier & New, Contractors.

In accordance with the final decree of the Circuit Court of Will County, dated December 20, 1898, the Chief Engineer, on January 21, 1899 (page 291 of his letter book), issued an order to these contractors covering additional work which was due to the changed conditions of this section, which reads as follows:

"WHEREAS, It has become necessary in performing the obligations imposed by the decree of the Circuit Court of Will County in the case of the Sanitary District of Chicago vs. the Commissioners of the Illinois and Michigan Canal, to add to the work of your section (No. 17) work which was not contemplated or covered by the prices fixed in your original contract, dated April 29, A. D. 1898:

THEREFORE, Acting under the authority, by your said contract vested in the Chief Engineer, I hereby request and direct you to enter upon and perform the work hereinafter described at the prices named for the several subdivisions and classifications thereof.

No. 1. You will excavate a channel in Mill Street, Joliet, according to plans and profile furnished you by me (copies of which you now have) for the purpose of diverting the waters flowing in the channel known as the "Penitentiary Ditch" from such portion of the Block No. 37, lying between said Mill Street and the Upper Basin, as is included within the area to be occupied by the work hereinafter described as the "Tail Race."

You will conduct the said waters beneath the existing railroad tracks and under and across Jackson Street, through culverts of sufficient size to accomodate the maximum flow and of adequate strength to sustain the traffic on said railroads and street, and discharge the same into the Desplaines River.

You will maintain this Channel until the Tail Race shall have been completed, after which you shall refill the ditch and restore Mill Street, Jackson Street and the railroads, wherever disturbed, to their present condition of usefulness and fitness for travel.

As compensation for this work, you will be

paid in full settlement the lump sum of ten thousand seven hundred and fifty dollars ($10,750.00), which payment is also to include the cost of securing the necessary consent of the corporate authorities of the City of Joliet.

No. 2. You will excavate the north 875 feet of the Channel shown upon Plan No. 8 and designated as the Tail Race in accordance with the said plan and profile; the sides to be cut down with channeling machines.

For this work you are to be paid one dollar and forty-three cents ($1.43) per cubic yard, which sum is to cover the removal and deposit of as much of the material as it may be found practicable to place upon the right of way and lands of The Atchison, Topeka and Santa Fe Railway, south of the Upper Basin of the Illinois and Michigan Canal.

No. 3. For all the above described excavation which you may be obliged to haul and deposit on the right of way of The Atchison, Topeka and Santa Fe Railway Company, north of the Upper basin and west of the Illinois & Michigan Canal, you will be paid thirty-seven and one-half cents ($0.37½) per cubic yard based upon pit or excavation measurement.

No. 4. For rip-rapping and strengthening the east bank of the Upper Basin, you will be paid sixty cents ($0.60) per cubic yard, which price is to cover the cost of removing soft material from the foot of the slope to provide a base for the rip-rap.

No. 5. For completing the cribs in the Upper Basin, you will be paid eighteen dollars and seventy-five cents ($18.75) per 1,000 feet, B. M., which price is to cover all lumber, nails, labor and tools used therein or expended thereon.

For sinking and filling said cribs, you will be paid thirty-two cents ($0.32) per cubic yard. Removing cribs to be done under extra work clause of your contract.

No. 6. For building retaining walls along tow path to a height two feet above existing grade of said walls, you will be paid four dollars and eighty cents ($4.80) per cubic yard.

No. 7. For raising tow path with suitable material to a height two feet above its present level, you will be paid thirty cents ($0.30) per cubic yard.

No. 8. For concrete in bridge piers and abutments for bridge shown upon Plan No. 2 and for wall extending north from the Lock No. 5, as shown upon Plan No. 5, you will be paid eight dollars and eighty-five cents ($8.85) per cubic yard.

No. 9. For building, launching and floating the boom, shown upon Plan No. 3, including labor and material of every kind, complete, you will be paid the lump sum of five thousand five hundred and sixty dollars ($5,560.00).

The prices named for the several classes and subdivisions of the work hereinbefore described are to be in full compensation to you for the complete performance of the requirements of this order.

I recognize that these prices are excessive for the work required to be performed under ordinary conditions of risk and hazard and I award them only upon condition that you assume all these extra hazards and risks and save the Sanitary District whole and harmless from all loss or damage arising, growing out of, or resulting from the execution of this order.

All materials used to be first class, and the work to be performed under the direction of the Engineer of the Sanitary District, and in accordance with stakes, lines and grades given by him.

All of the work covered by this order to be completed on or before the first day of October, A. D. 1899. This order, being given under the extra-work clause of your contract of April 29, 1898, is to come under all of the terms, stipulations and requirements of the said contract, which are not altered, modified nor abated hereby."

Again on July 30th (page 502 of his letter book), the Chief Engineer issued the following order to these contractors:

"Acting under the authority vested in the Chief Engineer by your contract of January 21, 1899, and pursuant to the section thereof relating to extra work, I hereby request and direct you to erect a coffer dam in the upper basin extending northward from the new dam No. 1 parallel with and as close to the levee which forms the east side of the Upper Basin as shall be directed and staked out by the Engineer in charge. Said crib to have a water tight connection with the said new dam, and at its north and about nine hundred feet up stream from said dam to have a

water tight connection with the levee which forms the east side of the Upper Basin. The crib to be similar in its construction and of the same width as the crib heretofore constructed in the Upper Basin. The compensation to be made you for this work to be the same as that fixed in Section 5 of my order to you under date of January 21, 1899, viz: Eighteen and seventy-five one-hundredths ($18.75) dollars per thousand feet B. M. for all lumber entering into the construction, including nails used in putting together, and thirty-two (32) cents per cubic yard for material used to sink and fill the crib."

Under the original contract and the above orders these contractors performed the following work during the year:

Solid rock excavation, 217,000 cubic yards, at 63 cents	$ 136,710 00
Earth excavation, 145,300 cubic yards, at 29 cents	42,137 00
Tail race excavation, 49,400 cubic yards, at $1.43	70,642 00
Retaining wall, raising tow path, 2,700 cubic yards, at $4.80	12,960 00
Raising tow path, 4,900 cubic yards, at 30 cents	1,470 00
Rip-rapping, 4,800 cubic yards, at 60 cents	2,880 00
Completion of cribbing, 485,000 feet B. M., at $18.75 per thousand	9,093 75
Sinking and filling cribbing, 11,500 cubic yards, at 32 cents	3,680 00
Open ditch, lump sum 75 per cent	8,062 50
Construction of boom, lump sum 80 per cent	4,448 00
Total	$ 292,083 25

On January 21st (page 295 of his letter book), the Chief Engineer issued the following communication to these contractors:

"You having made demand upon the Trustees of the Sanitary District of Chicago for compensation for certain losses which you allege that you have sustained by reason of the interference with and interruption to the work covered by your contract of April 29, A. D. 1898, for the construction of Section 17 growing out of the injunction issued by Judge Robert W. Hilscher on the 17th day of August, 1898, restraining the Sanitary District of Chicago, its agents, contractors and employes from entering upon the lands or holdings of the Illinois and Michigan Canal, and the said claims having been, by the said Trustees, referred to me for adjustment under the authority vested in the Chief Engineer by "Clause B" of your contract.

THEREFORE, After a careful consideration of your claims, I make the following award to you, subject to your acceptance of the conditions named:

Your claims in detail as set forth in a communication dated January 16, 1899, are as follows:

1.	Dredging plant, pump plant, boats, etc., lying idle from August 17th, up to date	$ 540 00	
	Recaulking, pumping into boats to sink same and repumping to lift same before ice came, also moving and shifting same as per order of Superintendent of the Illinois and Michigan Canal	550 00	
	Day and night watchman, each six months at $50, makes 12 months at $50.00	600 00	
	Sundries, repairs, extension of bond, etc	550 00	
	Total		$ 2,240 00
2.	One and a half months' salary for full crew—		
	Captain	$ 150 00	
	Cranesman	125 00	
	Fireman	75 00	
	2 deck hands	120 00	
		$470 00	705 00

3.	Changing whole method of operation	1,500 00
4.	Changing pumping plants	950 00
5.	Pumping for four months caused by delay making 240 shifts at $12.50 per shift	3,000 00
		$ 8,395 00
6.	Time of Heldmaier & Neu for four months detained by injunction	$20,000 00

The first five items, aggregating $8,395.00, are in my judgment just and proper under your contract.

The sixth claim, amounting to $20,000.00 for the value of time lost by individuals of your firm, is one about the validity of which, under your contract, I entertain grave doubts. However, in view of the fact that we are asking you to make extra exertions to complete all of the work covered by your said contract on or before October 1st of the present year, as an encouragement to you to accomplish the work by that date and to remove all existing causes of contention between this District and yourselves, I have recommended to the Trustees and they have authorized me to agree to pay you in full settlement of all your claims for detention, loss and damage heretofore suffered by you, the lump sum of seventeen thousand five hundred dollars ($17,500.00). Of this sum you will be paid $10,000.00 as soon as you accept the rulings herein contained, and by so doing release the Sanitary District from all liability to you for detention, loss and damage, heretofore accruing and now preferred by you, as herein set forth, and the remainder of $7.500.00 will be paid you upon completion of the work, provided it is finished on or before October 1, 1899."

The contractors accepted the ruling and award contained in the above communication and on January 25th (page 5440), the Board authorized the payment of $10,000.00 on account (File No. 2741).

The progress of the work on this section was unsatisfactory, as is shown by the correspondence of the Chief Engineer (see his letters dated February 18th, page 402; April 10th, page 90; July 10th, page 404; August 15th, page 50; November 10th, page 277).

On February 18th (page 401 of his letter book), the Chief Engineer drew the attention of this firm to the careless manner in which blasting was carried on on this section and instructions were given as to the manner in which it should be done to insure safety.

A strike of the employes on this section took place in the early part of October owing to the refusal on the part of the contractors to pay twice a month. In a communication dated October 4th (page 191 of his letter book), the Chief Engineer notified these contractors that their refusal to pay the employes less than twice a month was a violation of their contract with this District and demanded that the contract be adhered to. The Chief Engineer also demanded the discontinuance of the practice of shaving five per cent. on money advanced their employes.

On October 12th (page 6075), the Board of Trustees authorized the payment of $10,000.00 out of the reserved percentage held by the District from the earnings of these contractors (File No. 3212).

During the year these contractors also did sundry extra work not specified in the contract, said work having been done by force account under the "extra work" clause. Vouchers issued are as follows:

File No.	*Nature of Work.*		*Amount.*
2990	Material for adjustable hinge dam at Dam No. 1		$ 6 86
3052	Removing ice, etc	$ 47 55	
	Repairing gates at paper mill and pumping at pontoon bridge	29 80	
	Hauling boats	98 60	
	Repairing pontoon bridge and lighting end of crib	105 69	
			281 64
3053	Pumping	$1,496 81	
	Building levees and dams	117 32	
	Pumping	525 75	
			2,139 88

File No.	Nature of Work.	Amount	
3180	Building dam and strengthening protection levee	$ 109 75	
	Repairing pontoon bridge	39 79	
	Hauling boats	60 20	
	Building levee	59 02	
	Repairs to tow path bridge	61 44	
			$ 330 20
3254	Hauling lumber and repairs to tow path bridge	$ 3 68	
	Repairs to pontoon bridge	6 63	
	Hauling boats	42 02	
	Building dam at tow path bridge	134 45	
			186 78
3335	Hauling boats	$ 61 00	
	Backfilling crib at Ruby Street	304 22	
	Anchors for tail race crib	33 07	
	Installing pump at tail race crib	8 76	
	Excavation for incline track at tail race	352 99	
			760 04
3355	Bracing crib at tail race	$ 97 75	
	Stone dam at end of temporary crib at tail race	294 33	
	Pumping at tail race crib	52 51	
	Banking against tow path crib at Ruby Street	539 11	
	Fittings for pump at tail race crib	40 96	
			1,024 66
3448	Bracing tail race crib	$ 34 50	
	Building derrick to move mud between tail race crib and heelpath	14 15	
	Building dam in cut at south end of tail race crib	2 30	
	Building dam in cut at south end of tail race crib	291 34	
	Backfilling of crib at Ruby Street	483 87	
			826 16
3501	Removing old temporary crib in Upper Basin	$ 256 39	
	Pumping out space back of crib	3 74	
	Backfilling tow path crib	353 64	
	Bracing Jackson Street crib	5 75	
	Extra rate paid night men	184 00	
	Hay used at tow path crib	94 83	
	Backfilling of tow path crib	10 06	
	Bracing tail race crib	17 25	
			925 66
3577	Lumber for tail race coffer-dam	$ 454 88	
	Bracing tow path crib	363 56	
	Extra rate paid night men	342 75	
			1,161 19
	Total		$ 7,643 07
	Less sale of lumber account crib work		7 36
	Total earnings by Heldmaer & Neu on force account		$ 7,635 71

Other vouchers were issued to the following firms for work done during the year:

File No.	Firm.	Nature of Work.	Amount.
3259	The Canal Commissioners,	removal of crib in Upper Basin	$ 1,420 00
3381	The Canal Commissioners,	removal of crib in Upper Basin	2,110 00
3590	The Canal Commissioners,	removal of crib under Ruby Street Bridge	21 00

File No.	Firm.	Nature of Work.	Amount.	
3637	The Canal Commissioners,	removal of crib in Upper Basin	$ 27 47	
	The Canal Commissioners,	use of dredge above Dam No. 1	1,360 00	
	The Canal Commissioners,	removal of crib in Upper Basin	836 00	
				$ 5,774 47
3333	George Whitty,	towing canal boats	$ 351 00	
3499	George Whitty,	towing canal boats	270 00	
				$ 621 00
3543	J. J. Reynolds,	removing material in Upper Basin	$ 59 01	
	J. J. Reynolds,	removing material from west levee	129 40	
				$ 188 41
	Total			$ 6,583 88

The condition of work on this section is as follows:

Total estimated cost of section (for details see Exhibit "B," Table No. 1 of this report)	$ 522,475 54
Amount earned to January 1, 1900	436,068 41
Unfinished work	$ 86,407 13
Reserved percentage	19,743 15
Unpaid vouchers	11,198 71
Balance required to complete	$ 117,348 99

Section 18—Gahan & Byrne, Contractors.

Under the original contract for this section, these contractors accomplished the following during the year:

Excavation Head I., 135,800 cubic yards at 45.2 cents	$ 61,381 60
Excavation Head II., 3,500 cubic yards at 58 cents	2,030 00
Levee embankment, 30,400 cubic yards at 22 cents	6,688 00
Removal of Dams Nos. 1 and 2 and Adams Dam	4,000 00
Retaining wall, 6,300 cubic yards at $4.05	25,515 00
Excavation Head VI., 2,600 cubic yards at 36 cents	936 00
Repair of Lock No. 5, excavation, 2,000 cubic yards at $1.50	3,000 00
Repair of Lock No. 5, concrete, 1,660 cubic yards at $6.00	9,960 00
Total	$ 113,510 60

In accordance with the final decree of the Circuit Court of Will County, the Chief Engineer, on January 16th, 1899 (page 286 of his letter book), issued an order to these contractors covering additional work due to the changed plans for this section as follows:

"Circumstances have arisen which make it necessary that the plans upon which your contract with this District, under date of July 26th, 1898, for constructing Section 18, should be changed; therefore, acting under the authority vested in the Chief Engineer by your said contract and in accordance with the section thereof relating to changes of plan and pursuant to the clause of said contract governing extra work, I hereby request and direct you to proceed immediately to execute the following described work, plans of which have been supplied to you, at the prices herein named for the several classes and subdivision of work designated as follows:

No. 1. You will build a crib or levee as shown upon Map No. 11, approximately 5,300 feet long, for use during the period in which you shall be engaged in excavating the Channel, and when said excavation is completed you will remove all of said crib, depositing the contents thereof in the excavation hereinafter described under head of No. 2.

For the work of building and removing, you are to be paid eight (8) dollars per lineal foot of crib or levee.

No. 2. You will excavate a channel below the established grade of your section alongside of the above described crib, which shall be fifty (50) feet wide and two (2) feet below the said established grade line throughout.

You are to be paid for all material which it may be necessary to excavate to comply with this order, one dollar and ten cents ($1.10) for each yard of material thus excavated.

No. 3. You to complete the levee along the east side of the Desplaines River extending from Jefferson Street to Hickory Creek to a uniform elevation of — 50, placing therein as a core, approximately 23,000 cubic yards of earth filling and re-inforcing this core with about 34,000 cubic yards of rock filling.

For this work you are to be paid three quarters (¾) of one cent per cubic yard for each hundred feet the material is hauled, computed upon the average haul.

No. 4. You will excavate the Tail Race as shown upon the plans, see Plan No. 8 (approximately 23,000 cubic yards), and will be paid for such excavation one dollar and forty-three cents ($1.43) per cubic yard.

For hauling this material to place of deposit you will be paid forty (40) cents per cubic yard; but if the Sanitary District shall provide you spoil area so located that you can use "a machinery plant" you will be paid one dollar and twenty-three cents ($1.23) per cubic yard only for excavating and placing the excavated material on the spoil area.

No. 5. You will erect such coffer-dams as may be required to enable you to remove existing Dam No. 1, and thereafter to construct the proposed new dam and the conduit for supplying the Channahon level, and you will be paid eight ($8.00) dollars per lineal foot of coffer-dam construction, which price is to cover also the cost of removing said dams.

No. 6. You will build the new dam to replace existing Dam No. 1 in accordance with specifications and plans shown on Plan No. 7, and you will be paid therefor the sum of twenty-six thousand ($26,000) dollars.

No. 7. You will build the conduit shown on Plan No. 9 in accordance with said plan and specifications. If this conduit can be built without brick lining you are to be paid nine thousand eight hundred ($9,800.00) dollars. If it is necessary to line it throughout with brick, you are to be paid twelve thousand seven hundred ($12,700.00) dollars. If a portion of this conduit only has to be lined with brick you will be paid an amount therefor proportioned to $12,700.00 as the length so lined is to the whole length of the conduit; and for the remainder of unlined conduit you will be paid such part of $9,800.00 in ratio such as said unlined portion bears to the whole length of the conduit.

No. 8. You will erect such coffer-dams and other structures as may be necessary for you to use in order to repair or reconstruct Lock No. 5, and you will be paid for such construction and the removal of same upon completion of said Lock No. 5 the lump sum of four thousand ($4,000) dollars.

No. 9. You will erect such coffer-dams and other structures as may be necessary, including trench and filling along east side of guard lock, to enable you to remove the guard lock and will remove the same after they shall have served the purpose for which they were erected; for this work you will be paid the lump sum of three thousand five hundred ($3,500) dollars.

No. 10. You will remove the guard lock and excavate the site thereof and adjacent ends to conform to the full standard cross section of the Illinois and Michigan Canal, and will rip-rap the sides of the portion excavated in the same manner as the sides of the said Canal are rip-rapped south of the site of said lock; for this completed work you will be paid the lump sum of seven thousand two hundred ($7,200) dollars.

No. 11. You will extend the crib work erected by the Sanitary District south of Dam No. 1 and complete the same from its present terminus north of the guard lock to Jefferson Street, and you will be paid therefor the lump sum of fifteen hundred and fifty ($1,550) dollars.

No. 12. You will build a box drain of masonry side walls, covered with paving stone twelve inches in thickness, to continue the slough drain from its present crossing of Water Street southward and underneath McDonough Street to empty into the open ditch being constructed by you for the Sanitary District.

The interior dimensions of this box drain to be four feet by four feet. For this work you will be paid a lump sum of five thousand five hundred ($5,500) dollars.

No. 13. You will build sluice gates as shown upon Plan No. 10 upon a site to be shown by the Engineer. The masonry for this sluice gate may be either concrete or stone as shall be determined by the Engineer. For this work you are to be paid the lump sum of eighteen hundred and fifty ($1,850) dollars.

No. 14. You will divert and connect Washington Street sewer into the Jefferson Street sewer, and will extend the Jefferson Street sewer through the official levee of the Sanitary District of Chicago so that the same may discharge into the Desplaines River.

For this work you will be paid the lump sum of fourteen hundred and fifty ($1,450) dollars.

All of the materials furnished for the work covered under this order, and all workmanship involved in the execution thereof, must be first class in every particular, and the work must all be done under the direction and in accordance with the stakes, lines and grades of the Engineer in charge.

The prices hereinbefore named for each of the several sub-divisions of the work shall cover the entire cost and be the only compensation made to you therefor by the Sanitary District.

The guard lock must be removed and Lock No. 5 be completed ready for use by April 1st of the present year. All of the other work of the section must be completed in accordance with your proposition by October 1st of the present year. Save as modified, or limited by this order, all of the terms, conditions, stipulations and requirements of your contract of July 26, 1898, shall be and remain in full force and effect, and all claims for loss or damage on account of delay growing out of said contract prior to the date hereof, to be waived and relinquished by you."

This order was accepted by Gahan & Byrne and the following work was accomplished during the year under same:

Construction and removal of levee, 4,600 lineal feet at $8.00	$ 36,800 00
Fifty foot excavation in Channel, 15,000 cubic yards at $1.10	16,500 00
Overhaul on levee material, 1,930,000 cubic yards at ¾ cents	14,475 00
Tail Race excavation, 15,700 cubic yards at $1.83	28,731 00
Coffer-dam construction and removal, Dam No. 1, 730 lineal feet at $8.00	5,840 00
Construction of new dam	26,000 00
Construction of conduit	11,811 00
Coffer-dam construction, Lock No. 5	4,000 00
Coffer-dam, guard lock	3,500 00
Removal of guard lock	7,200 00
Extension of crib work	1,550 00
Box drain	5,500 00
Sluice gates	1,850 00
Extension of Washington and Jefferson Street sewers	1,450 00
Total	$165,207 00

Other orders issued to these contractors by the Chief Engineer for work done on this section during the year is shown in the following tabulation:

Nature of Work.	*Price per cu. yd.*	*Date of Order.*	*Page of Letter Book.*
Excavation, intereepting ditch (rock)	$ 0 90	Dec. 8, 1898	147
Excavation, intercepting ditch (earth)	60	Dec. 8, 1898	147
Repairs to Tow-path wall	4 80	March 13, 1899	495
I. & M. Canal rip-rap	45	May 4, 1899	179
Extra excavation, dam and conduit	1 83	May 24, 1899	248
Extra concrete, dam and conduit	9 00	May 24, 1899	248
Granite concrete covering conduit next to Lock No. 5.	15 00	May 24, 1899	248
Excavation, penitentiary ditch (rock)	90	Nov. 15, 1899	295
Excavation, penitentiary ditch (earth)	60	Nov. 15, 1899	295
Protection wall concrete	6 00	Verbal order	.....
Protection wall excavation, etc	1 50	Verbal order	.....
Cass Street rock excavation	2 50	Verbal order	.....
Retaining wall rip-rap	45	Verbal order	.....
Extra concrete in sluice gates	9 00	Verbal order	.....
Extra excavation guard lock	1 50	Verbal order	.....
Back filling Lock No. 5	30	Verbal order	.....

The quantities and values vouchered on the above orders are as follows:

Excavation, intercepting ditch (rock), 2,200 cubic yards at 90 cents	$ 1,980 00
Excavation, intercepting ditch (earth), 2,200 cubic yards at 60 cents	1,320 00
Repairs to tow path wall, 500 cubic yards at $4.80	2,400 00
I. & M. Canal rip-rap, 13,500 cubic yards at 45 cents	6,075 00
Extra excavation dam and conduit, 6,200 cubic yards at $1.83	11,346 00
Extra concrete dam and conduit, 1,495 cubic yards at $9.00	13,455 00
Granite concrete covering conduit next to Lock No. 5, 48 cubic yards at $15.00	720 00
Excavation penitentiary ditch (rock), 500 cubic yards at 90 cents	450 00
Excavating penitentiary ditch, (earth), 700 cubic yards at 60 cents	420 00
Protection wall concrete, 200 cubic yards at $6.00	1,200 00
Protection wall excavation, etc., 200 cubic yards at $1.50	300 00
Cass Street rock excavation, 750 cubic yards at $2.50	1,875 00
Retaining wall rip-rap, 600 cubic yards at 45 cents	270 00
Extra concrete in sluice gates, 90 cubic yards at $9.00	810 00
Extra excavation, guard lock, 350 cubic yards at $1.50	525 00
Back filling Lock No. 5, 300 cubic yards at 30 cents	90 00
Total	$ 43,236 00

During the progress of excavation on this section, more rock was found than was anticipated by the contractors. The matter was brought before the Committee on Engineering for adjustment and $22,100.00 was allowed them. On September 13th, a voucher (File No. 3142) for 40 per cent. of this amount was allowed them, and on November 1st (File No. 3296), another voucher for a like amount was issued, making a total of $17,680.00 issued and paid them during the year on this account.

In addition to the work done as enumerated above and which should be considered as part of the work of this section proper, these contractors did sundry work under the "extra work" clause of their contract, the items of which are scheduled as follows:

File No.	Nature of Work.	Amount.	
2988	Operating around the C., R. I. & P. Ry. bridge approach	$ 273 33	
	Removing scows from Dam No. 2	10 98	
	Cleaning out Lock No. 5	149 10	
	Removing feed and regulating gates at Dam No. 1	43 13	
			$ 476 54
3056	Repairs, etc., to crib at Jackson Street	$ 886 50	
	Repairs, etc., to crib between Jefferson and Jackson Streets	162 55	
	Cleaning out east tail-race at Dam No. 2, etc	50 60	
			1,099 65
3091	Building temporary gates in Dam No. 1		92 74
3260	Building passageway for car plant under Cass Street Bridge	$ 273 95	
	Operating new sluice gates south of McDonough Street	404 80	
			678 75
3340	Repairing crib at Dam No. 1	$ 431 71	
	Flash boarding at Dam No. 1	138 17	
			569 88
3385	Building temporary gates No. 2 in Dam No. 1	$ 63 02	
	Towing canal boats up Channahon level	127 59	
			190 61
3457	Operating new sluice gates south of McDonough Street		71 30
3513	Repairs, etc., to crib between Jefferson and Jackson Streets		4,932 80
3519	Repairing and repainting Jackson Street Bridge piers	$ 76 70	
	Reconstructing Dam No. 1 and conduit and Jackson Street Bridge piers	2,022 02	
	Connecting city sewer with culvert at McDonough Street	27 60	
			2,126 32
3591	Reconstructing Dam No. 1 and conduit	$ 2,036 30	
	Temporary gates and flume at Dam No. 1	1,250 61	
			3,286 91
	Total		$13,525 50

The progress of work on this section during the year was not up to requirements, and the Chief Engineer found it necessary upon a number of occasions to urge the contractors to make greater efforts to complete the work on contract time.

The following is a schedule of the letters written to the contractors on this subject:

Date.	Subject.	Page of Letter Book.
March 2.	Increase of force at Lock No. 5 and Guard Lock	460
April 17.	Necessity for beginning crib work	122
June 9.	Employment of night force on section	301
June 17.	Employment of night force on dam and conduit	329
June 28.	Employment of increased equipment, etc., and night work	360
Oct. 3.	General increase of force	185
Oct. 7.	Increased equipment on tail race work	197
Nov. 7.	General increase of force	271
Dec. 22.	Necessity for working Sunday and Christmas day	398

On three occasions during the year (June 17th, page 333; August 3rd, page 496; and December 8th, page 350), the Chief Engineer notified these contractors of complaints made by parties in interest at Joliet on account of reckless blasting on this section and urged the exercise of greater precaution.

During the progress of the work on this section during the year, numerous outside firms were called upon under various orders of the Chief Engineer to supply labor and material on sundry occasions, and the following schedule covers the work done by them:

File No.	*Firm and Nature of Work.*	*Amount.*
2810	C. R. I. & P. Ry. Co., removing rails from "Adams Tracks"	$ 63 70
2811	Chicago Bridge & Iron Company, iron plates for use at Lock No. 5	427 20
2854	The Canal Commissioners, putting in new mitre sills at Lock No. 5	2,085 82
2987	The Canal Commissioners, use of dredge account removal coffer dam at Lock No. 5	450 00
3057	The Canal Commissioners, putting in lower lock gates at Lock No. 5	107 00
3637	The Canal Commissioners, use of dredge on Channahon Level	640 00
3054	H. Channon Company, canvas for rendering crib water tight	238 29
3055	Geo. B. Carpenter & Co., canvas for rendering crib water tight	929 37
3337	Thos. Moulding Company, cement for Dam No. 1	620 00
3586	Thos. Moulding Company, cement for Dam No. 1	1,322 96
3375	W. Keough, planning, etc., repair of break in crib below Jackson Street.	500 00
3588	W. Keough, repairs to conduit in rear of Dam No. 1	500 00
3383	Barrett Hardware Company, material account repairs to Jackson Street Bridge	58 03
3549	Barrett Hardware Company, material account Dam No. 1 and conduit	192 29
3585	Barrett Hardware Company, material account Dam No. 1 and conduit	189 08
3584	Jos. F. Haas, Clerk, repairs to Jackson Street bridge	926 90
3450	Humphrey & Sons, material account repairs to Jackson Street bridge	904 63
3550	Humphrey & Sons, material account flume at Dam No. 1	101 90
3584	Humphrey & Sons, material account retaining wall. $ 9 50	
	Humphrey & Sons, material account flume and gates at Dam No. 1. 81 68	
		91 18
3451	Wilcox Bros., lumber, account repairs to Jackson Street bridge	596 44
3583	Wilcox Bros., lumber, account repairs to Jackson Street bridge. $ 17 10	
	Wilcox Bros., lumber, account Dam No. 1 and conduit 409 28	
	Wilcox Bros., lumber, account gate and flume at Dam No. 1 719 51	
	Wilcox Bros., lumber, account tail race coffer dam 1,482 18	
		2,628 07
3452	Strong, Bush & Handwork, material account repairs to Jackson Street bridge	75 66
2990	Heldmaier & Neu, hardware for sluice gates	6 87
3502	Heldmaier & Neu, filling in break in Gahan & Byrne's dam $41 40	
	Heldmaier & Neu, less lumber purchased from Sanitary District 7 36	
		34 04
3516	Economy Light and Power Company, use of arc lights, etc	20 70
3546	Thos. Phee, sand for Dam No. 1	462 79
3582	Lee & Miller, provisions, etc., account Dam No. 1	91 65
3579	Isham Randolph, paid freight for cement account Dam No. 1	277 86
	Total	$ 14,542 43

In order to provide a temporary crossing of the Channel at Jefferson Street pending the construction of a new bridge, the Sanitary District entered into a contract with The J. G. Wagner Company for the construction of a temporary structure. Bids for this work were presented to the Board of Trustees on March 17th (pages 5578-9) and the work was awarded on March 29th (page 5597). The contract bears date of April 6, 1899, and appears in the Proceedings for April 12th (pages 5612-24). During the year, the following items were vouchered this Company on this account:

File No.	*Nature of Work.*	*Amount.*
3295	Timber, 149,768 feet B. M., at $50.00	$ 7,488 40
	Timber, 16,200 feet B. M., at $20.00	324 00
	Timber, 1,344 feet B. M., destroyed by blasting, at $20.00	26 88
3213	Splicing bents, account deepening Channel	811 48
3216	Making connections at both ends of bridge	931 55
3456	Making connections at both ends of bridge	183 51
	Total	$ 9,765 82

Under various orders of the Chief Engineer the following other firms supplied labor and material in connection with this temporary bridge during the year:

File No.	*Firm and Nature of Work.*	*Amount.*
3257	Gahan & Byrne, connecting Jefferson Street with trestle	$ 268 93
3339	Gahan & Byrne, excavating foundations for trestle	915 08
3455	Gahan & Byrne, connecting pipes at trestle	22 94
3589	Gahan & Byrne, strengthening trestle	18 46
3336	Wm. Adams Lumber Company, lumber	52 36
3349	Jas. B. Clow & Sons, iron pipe	603 25
3382	Joliet Gas Light Company, iron pipe, lead, etc	262 53
3401	Joliet Railroad Company, track and line material	483 71
3514	City of Chicago, recaulking gas and water mains	20 00
3547	Thos. Phee, increased price of lumber	174 71
3580	John T. Kelly, placing valve, etc	100 00
3256	Isham Randolph, paid for track and electric line work	67 04
3427	Isham Randolph, paid for 7½ cubic yards crushed stone	4 28
3453	Isham Randolph, paid for freight on water pipe, etc	72 70
3517	Isham Randolph, paid for sundry services	50 00
3516	Economy Light and Power Company, arc lights, repairs, etc	203 66
	Total	$ 3,319 65

In accordance with its contract with the Sanitary District, dated October 1, 1897, the Chicago, Rock Island and Pacific Railway Company did sundry temporary work at its crossing on Section 18 while the construction of its permanent bridge was being carried on.

The items vouched during the year to this Company are as follows:

File No.	*Nature of Work.*		*Amount.*
2986	Driving piles, etc	$1,347 73	
	Sundry labor and material	669 85	
			$2,017 58
3214	Sundry labor and material		287 63
3454	Repairs, etc		1,056 49
3551	Inspecting and lining bridge		137 84
	Total		$3,499 54

Under orders of the Chief Engineer, sundry other firms furnished labor and material for this temporary bridge, as follows:

File No.	*Firm and Nature of Work.*	*Amount.*
2812	Green's Dredging Co., oak piles	$548 93
2483	The Marsh & Bingham Co., lumber	912 56
2844	Continental Bolt and Iron Works, hardware	77 35
3338	Gahan & Byrne, bedding sills with concrete	19 42
	Total	$1,558 26

A summary of the earnings on this section for the year, exclusive of permanent bridge work, is as follows:

Gahan & Byrne, original contract	$113,510 60
Gahan & Byrne, supplementary contract	165,207 00
Gahan & Byrne, additional orders	43,236 00
Gahan & Byrne, account reclassification of material	17,680 00
Gahan & Byrne, force account work	13,525 50
Sundry firms, miscellaneous	14,542 43

The J. G. Wagner Co., Jefferson Street temporary bridge	$ 9,765 82
Sundry firms, Jefferson Street temporary bridge	3,319 65
C., R. I. & P. Ry. Co., C., R. I. temporary bridge	3,499 54
Sundry firms, C. R. I. temporary bridge	1,558 26
Total	$385,844 80

The condition of the work on this section is as follows:

Total estimated cost of section (for details see Exhibit "B," Table No. 1 of this report	$578,920 11
Amount earned to January 1, 1900	422,075 89
Unfinished work	$156,844 22
Reserved percentage	43,604 41
Unpaid vouchers	19,575 58
Balance required to complete	$220,024 21

BRIDGES.

Van Buren Street Approach Span, Chicago River—Chicago Bridge and Iron Company, Contractor.

The contract for this work was executed on December 31, 1898, and appears in the Proceedings for January 11, 1899 (pages 5409-21).

On July 26th, a voucher was issued to this Company for $4,050.00, said amount being 60 per cent. of the contract price for the iron work entering into the structure (File No. 3022).

On August 24th (page 82 of his letter book), the Chief Engineer notified this Company that the condition of the By-pass work was such that it could proceed with the work contracted for.

This Company asked for a revision of prices before beginning work, said request being based upon the grounds of a tardy possession of the site and an increased labor and material market. As a consequence of this request the Chief-Engineer, on September 25th (page 156 of his letter book), issued the following order:

"You having made a demand for an adjustment of prices to be paid you by the Sanitary District of Chicago under your contract with the said District for the construction of the extension of the Van Buren Street Bridge across the By-pass along the Chicago River, which contract bears date of December 31, 1898; the basis of your said demand being the fact that the Sanitary District was unable to put you in possession of the site of the work for a period of about eight months after the time provided in your contract, and that during this period of delay there has been a radical advance in the prices of material and labor entering into said work. Your claims having been duly considered by the Trustees of this District acting as the Committee on Engineering, and by them referred to me for adjustment under the provisions of your aforesaid contract of December 31, 1898, I now fix the advance price to be paid you in full satisfaction of all your demands for all losses and damages to you occasioned by the aforesaid delays at twenty-seven (27) per cent. horizontal advance on all of the unit prices named in your contract for the items entering into the substructure and a like advance upon the lump sum named for the superstructure.

In consideration of this adjustment, you are to enter upon the prosecution of the work immediately and to complete the same on or before December 1, 1899."

This order was accepted on the same date.

During the progress of the substructure work it was discovered that piles were necessary to insure a substantial foundation, and on December 20th (page 393 of his letter book), the Chief Engineer accepted a proposition from this Company to deliver piles for 20 cents per lineal foot and to drive them for 42 cents per lineal foot.

The work accomplished during the year is as follows:

Excavation, 2,100 cubic yards, at $1.048	$ 2,200 80
Sheet piling and bracing, 54,280 feet B. M., at $38.42	2,084 59
Timber in foundation, 27,300 feet B. M., at $52.39	1,430 25
Piles delivered, 2,200 lineal feet, at 20 cents	440 00
Piles driven, 2,200 lineal feet, at 42 cents	924 00
Portland cement concrete, 230 cubic yards, at $9.08	2,088 40
Old masonry removed, 275 cubic yards, at $1.746	480 15
Sixty per cent. of superstructure price	4,050 00
Total	$13,698 19

The condition of the work on December 31st was as follows:

Estimated cost of approach span (for details see Exhibit "B," Table No. 2)	$32,005 56
Amount earned to January 1, 1900	13,698 19
Unfinished work	$18,307 37
Reserved percentage	1,206 02
Unpaid vouchers	6,091 72
Balance required to complete	$25,605 11

Chicago Terminal Transfer Railroad Company's Bridge, Chicago River. Rolling Lift Bridge of the Scherzer Type. Double Track, 275 Feet Span, Centers of Bearings and 120 Feet Clear Channel. Weight of Metal in Structure, 4,890,976 Pounds. Pennsylvania Steel Company, Contractor.

The bids for the construction of this bridge were opened on April 26th (pages 5664–6) and referred to the Chief Engineer for tabulation. On May 3rd (pages 5671–2), the Board awarded the contract to the Pennsylvania Steel Company. The contract was executed on May 15th and appears in the Proceedings for May 17th (pages 5779–94).

On July 26th (page 465 of his letter book), the Chief Engineer authorized this Company to purchase the timber and piles necessary to construct a coffer dam in order to carry on the work of the substructure.

On September 15th (page 230 of his letter book), the Bridge Engineer ordered this Company to do the following work at the following prices:

Removing old dock, per lineal foot	$2 00
Pulling old piles, each	4 00
Removing old abutments, per cubic yard	3 00

This order was accepted by the contractor on September 18th.

On October 10th (page 204 of his letter book), the Chief Engineer accepted the proposition of this Company to drive batter piles for the bridge foundations at $8.00 per pile and to drive the coffer-dam piles at $5.00 per pile.

On October 12th (pages 6074–5), the Board authorized Robt. W. Hunt & Co. to do the mill and shop inspection of the iron entering into this structure and fixed the price at 70 cents per ton.

On December 5th (page 347 of his letter book), the Chief Engineer instructed the Pennsylvania Steel Company to place a temporary air pipe across the bed of the river and that the work be one under the direction of the Chief Engineer of the C. T. T. Railroad Company.

Two vouchers were issued to the Scherzer Rolling Lift Bridge Company during the year in payment for the use of its bridge design at this point, amounting to $16,888.89 (File Nos. 2814 and 2821). The total amount charged to this bridge for the use of the design is $25,333.33.

In accordance with an agreement made with the C. T. T. Railroad Company, the general terms of which are outlined in the Annual Report of this Department for 1898 (pages 5733-34), certain expenses were incurred by this Company during the year incident to the construction of the new bridge, the total amount of which is $47,296.69 (File No 3478).

The work accomplished by the Pennsylvania Steel Company during the year is as follows:

Excavation, 9,600 cubic yards, at 50 cents	$ 4,800 00
Sheet piling and bracing, 77,156 feet, B. M. at $34.00	2,623 30
Piles delivered, 47,580 lineal feet, at 18 cents	8,564 40
Piles driven in foundation, 18,765 lineal feet, at 30 cents	5,629 50
Piles driven in coffer-dam, 87, at $5.00	435 00
Old dock removed, 222 lineal feet, at $2.00	444 00
Old abutments removed, 214.52 cubic yards, at $3.00	643 56
Old piles pulled, 206, at $4.00	824 00
Total	$ 23,963 76

The condition of the work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B" Table No. 2)	$ 421,853 89
Amount earned to January 1, 1900	96,593 79
Unfinished work	$ 325,260 10
Reserved percentage	2,995 47
Unpaid vouchers	6,870 29
Balance required to complete	$ 335,125 86

Taylor Street Highway Bridge, Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 148 Feet, 7 Inches, Centers of Bearings and 120 Feet Clear Channel. Single Roadway, 18 Feet Wide and Two 5 Feet Sidewalks. Weight of Metal in Structure, 999,332 Pounds. Chicago Bridge and Iron Company, Contractor

The bids for the construction of this bridge were received on April 26th (pages 5664–6) and referred to the Chief Engineer for tabulation. On May 3rd (pages 5671–2), the Board awarded the contract to the Chicago Bridge and Iron Company. The contract was executed on May 8th and appears in the Proceedings for May 10th (pages 5680–94).

On August 31st (page 211 of his letter book), the Bridge Engineer ordered this Company to drive the necessary batter piles for the foundation for this bridge, at a cost not to exceed $15.00 per pile; and on November 20th (page 272 of his letter book), he accepted a proposition of this Company to drive the coffer-dam piles in place at 25 cents per lineal foot.

Two vouchers were issued to the Scherzer Rolling Lift Bridge Company during the year in payment for the use of its bridge design at this crossing of the river, amounting to $8,444.44 (File Nos. 2814 and 2821). The total amount charged to this bridge for the use of the design is $12,666.67.

The work accomplished by the Chicago Bridge and Iron Company during the year is as follows:

Excavation, 2,250 cubic yards, at 55 cents	$ 1,237 50
Sheet piling and bracing, 222,529 feet B. M., at $40.00	8,901 16
Piles delivered, 10,500 lineal feet, at 20 cents	2,100 00
Piles driven in foundations, 5,213 lineal feet, at 33 cents	1,720 29
Piles driven in protection, 140 lineal feet, at 30 cents	42 00
Piles driven on a batter, 58 lineal feet, at $15.00	870 00
Portland cement concrete, 924 cubic yards, at $6.60	6,098 40
Masonry, 126 cubic yards, at $15.40	1,940 40
Piles in coffer-dam, 2,100 lineal feet at 25 cents	525 00
Removal of old abutments, 80 per cent	1,760 00
Iron placed in foundations, 22,640 pounds, at 4 cents	905 60
Rebuilding shaft and vault (force account)	224 69
Stone cutting in rocker pits (force account)	219 08
Reconstructing sewer (force account)	144 32
Total	$26,688 44

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2	$99,939 75
Amount earned to January 1, 1900	39,355 10
Unfinished work	$60,584 65
Reserved percentage	3,262 54
Unpaid vouchers	5,622 78
Balance required to complete	$69,469 97

Southwest Boulevard Bridge, Main Channel, Section "O." Double Roadway, Each 24 Feet Wide; Two Sidewalks, Each 6 Feet Wide; Length, 321 Feet; Weight of Steel and Iron in Structure, 1,458,809 Pounds. Benezette Williams, Contractor for Substructure. The J. G. Wagner Company, Contractor for Superstructure.

On January 18th (page 5430), the Board released the sureties on the bond of the contractor for the substructure of this bridge.

The work on the superstructure was completed on May 11th. Three vouchers were issued to this contractor during the year, as follows: On February 16th (page 5474), the Board authorized the payment of $30,961.83 (File No. 2769); on May 31st (page 5821), the payment of $15,000.00 was authorized (File No. 2900); and on June 7th (page 5869), the final voucher for $2,688.07 was passed by the Board (File No. 2918). The final certificate of the Chief Engineer appears in the Proceedings of the same date (page 5870).

Hayes Bros. continued to haul the excavated material from Section "N" into the Southwest Boulevard and Douglas Park, transferring 5,734 cubic yards, and earning $1,146.80 during the year on this account.

In the month of May, some extra stone cutting on the abutments was necessary and stone cutters were put to work on same by the Chief Engineer. The cost of this work was $116.00 (File No. 2892).

Under various orders of the Chief Engineer, the following vouchers were issued during 1899 in connection with the approaches to this bridge:

File No.	*Firm and Nature of Work.*	*Amount.*
2801	John Ries, cinder filling, 2388 cubic yards at 33 cents	$ 788 04
2748	McMahon & Montgomery Company, grading north approach, 1120 cubic yards, at 21 cents	235 20
2953	Chicago Crushed Stone Company, delivering, spreading and rolling crushed stone, 723.52 cubic yards, at $2.00	1,447 04
3128	McArthur Brothers Company, material hauled for repairing approaches, 518 cubic yards, at 8 cents	46 62
3503	Edw. S. Snyder, construction of sidewalk, 586 lineal feet, at 39 cents	228 54
	Total	$ 2,745 44

On October 20th, the Committee on Engineering authorized the Chief Engineer to sell certain surplus stone at this bridge at the rate of $1.10 per cubic yard. Some of this stone was sold to McArthur Brothers Company, but the transaction was not concluded in 1899.

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$ 162,171 88
Amount earned to January 1, 1900	150,267 56
Unfinished work	$ 11,904 32
Reserved percentage	4,304 82
Balance required to complete	$ 16,209 14

Eight-Track Bridge, Main Channel, Section "O." Four Double-Track Bascule Bridges of Scherzer Type, Each 150 Feet Span, Centers of Bearings with Eight Double-Track Approach Spans, Each 113 Feet, Centers of Bearings; Each Bridge Consisting of One Bascule Span with One Approach at Each End of Same. Total Length of Each Bridge, 454 Feet, 3 3-4 Inches. Total Metal in Structure, 6,076,953 Pounds. McArthur Brothers Company, Contractor for Substructure. Scherzer Rolling Lift Bridge Company, Contractor for Superstructure.

The Scherzer Rolling Lift Bridge Company, the original contractor for the substructure of this bridge, began work on April 24th and continued operations until July 27th, at which time the contract was assigned to the McArthur Brothers Company. Copies of all the documents covering this transaction appear in the Proceedings for July 12th (pages 5924-7).

The progress of the work made on this bridge was not what was anticipated, and it became incumbent upon the District to devise ways and means by which this work could be completed during the year. On July 11th (see Proceedings for July 12th, pages 5929-30,) the Chief Engineer issued an order to the McArthur Brothers' Company setting forth the condition of the work and the urgent necessity for making extraordinary efforts to complete the substructure by December 1, 1899, and fixed the amount to be given for these extra efforts at $120,000.00. In addition to this, it was stipulated that the Sanitary District would furnish the cement to be used in the work, the price of which would be charged to the contractor at a rate not to exceed $2.00 per barrel. This order was accepted by the contractor on the same date.

The dates and the subjects of the correspondence of the Chief Engineer to this Company for the year are given in the following schedule:

Date.	*Subject.*	*Page of Letter Books.*
Aug. 2.	Notifying company of its full possession of right of way	493
Aug. 3.	Foundation excavation to be carried deeper than shown on plans	501
Aug. 11.	Urging better progress	33
Aug. 29.	No piling required at north abutment but an increased width of foundations.	91
Oct. 13.	Request of railroad companies to carry foundation to solid rock	207
Dec. 15.	Urging better progress	383
Dec. 22.	Necessity for pushing work to completion	397

The work accomplished by this Company during the year is as follows:

Portland cement concrete, 10,900 cubic yards at $5.50	$	59,950 00
Masonry, 2,695 cubic yards at $12.00		32,340 00
Part of lump sum of $65,000.00		64,500 00
Part of lump sum of $120,000.00		113,836 36
Sundry work (Force Account)		1,107 68
	$	271,734 04
Less 10,925 barrels cement furnished by Sanitary District at $2.00		21,850 00
Total	$	249,884 04

On July 17th, the Committee on Engineering authorized the Chief Engineer to make arrangements for the furnishing of cement for this bridge. On the same date (page 438 of his letter book), the Chief Engineer notified the McArthur Brothers Company that the District would provide it with cement, and on July 24th, the District entered into an agreement with the Thomas Moulding Company for the supply of this material at $2.08 per barrel, sacks to be charged at the rate of 10 cents each. The agreement appears in the Proceedings for July 26th (pages 5945-6). During the year this Company supplied the District with 10,500 barrels of cement and 34,450 bags, making a total earning of $25,285.00 (File No. 3411).

In furnishing cement to the contractor, it was found necessary to construct a warehouse to store the material. A site was selected on the east bank of the slip at Robey Street on the right of way of the Sanitary District and the building was completed on the 28th of August. The following vouchers were issued on this account:

File No.	*Firm and Nature of Voucher.*	*Amount.*
3190	Peter Peterson, erection of building, furnishing of cinders, etc.	$ 753 13
3272	Francis Beidler & Co., lumber	528 25
3225	H. H. Hopkins, felt for roofing	88 15
3469	The A. T. & S. F. Railway Company, laying side tracks., etc.	165 88
3556	Henry Stuckart, hardware	46 40
	Total	$ 1,581 81

Besides the construction of the building, sundry other expenditures were incurred in supplying the contractor with cement, a list of which is as follows:

File No.	*Firm and Nature of Voucher.*	*Amount.*
3226	Hibbard, Spencer, Bartlett & Co., 3 hand trucks	$ 16 50
3224	Isham Randolph, paid watchman at warehouse	85 40
3271	Isham Randolph, paid for supplies and switching	104 73
3302	Isham Randolph, paid cement handlers, freight, switching, etc.	246 80
3364	Isham Randolph, paid cement handlers	104 45
3427	Isham Randolph, paid cement handlers	76 30
3470	Isham Randolph, paid for switching	133 25
3607	Isham Randolph, paid cement handlers	139 18
3609	Isham Randolph, paid for switching	42 00
	Total	$ 948 61

Geo. M. Huss continued the work of removing the iron girders from the Pan Handle temporary bridge and placing same on cribbing. The amount vouchered to him on this account was $1,162.45 (File No. 2935).

Sundry other vouchers were issued against the Eight-Track Bridge during the year, a schedule of which follows:

File No.	*Firm and Nature of Voucher.*	*Amount.*
3344	C. J. Ry. Co., inspection, etc.	$ 153 21
3468	C. J. Ry. Co., inspection, etc.	98 75
3528	C. J. Ry. Co., inspection, etc	118 95
3388	C. T. T. R. R. Co., inspection, etc.	81 46
3467	C. T. T. R. R. Co., inspection, etc	99 07
3602	American Bridge Works, hardware, account resetting anchorages on piers...	263 17
	Total	$ 814 61

No work was done during the year by the contractor for the superstructure. The correspondence of the Chief Engineer to this Company is given in the following schedule:

Date.	*Subject.*	*Page of Letter Book.*
Feb. 2.	Proposed claims referred to Law Department	334
March 2.	Delays at bridge site	458
March 21.	Request to correct plans as per criticisms of railroad companies	25
March 22.	Request for plans for operating machinery	35
Sept. 13.	Insistence on immediate compliance with contract	134
Dec. 14.	Request for tracings for movable parts and machinery	380

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$ 724,613 12
Amount earned to January 1, 1900	340,849 67
Unfinished work	$ 383,763 45
Reserved percentage	21,016 27
Unpaid vouchers	22,986 92
Balance required to complete	$ 427,766 64

Chicago, Madison and Northern Railroad Company's Bridge, Main Channel, Section "N," Double Track; Length, 479 Feet, 5 Inches; Weight of Iron and Steel in Structure, 2,511,140 Pounds. McArthur Bros. Company and Winston & Company, Contractors for Substructure. The Toledo Bridge Company, Contractor for Superstructure.

On January 18th (pages 5431-2), the Board of Trustees released the sureties on the bond of the contract for the substructure upon condition that the contractor files a reduced bond amounting to $1,000.00. On April 19th (pages 5644-5), the Board accepted the new bond.

The superstructure work for this bridge was completed on May 5th and the first train passed over it on July 2nd. On March 22nd (page 5585), the Board received a communication from the City Trust Safe Deposit and Surety Company of Philadelphia in reference to the release of the bond on contract for the superstructure, which was referred to the Committee on Finance and Engineering. On March 29th (page 5595), the Board authorized the reduction of the bond on said contract from $20,000.00 to $2,000.00.

Three vouchers were issued to the superstructure contractor during the year 1899, as follows: January 5th, for $15,000.00 (File No. 2733); March 10th, for $12,832.99 (File No. 2793; and on May 13th, the final, for $2,000.00 was issued (File No. 2891). The final certificate of the Chief Engineer appears in the Proceedings for May 24th (pages 5812-14).

On March 23rd (page 5590), the Board authorized the payment to the C., M. & N. R. R. Co. of $144.96 as a refund for having paid that amount for an easement over a tract of land during the construction of its new alignment (File No. 2859).

In the month of April, while the work of back-filling the south abutment was being carried on, it was discovered that the filling had forced the end of the up-stream wing wall out of place, and it was found necessary to make the wall three feet wider than before. This work was done under various orders of the Chief Engineer and completed on May 24th. The vouchers issued on this account are as follows:

File No.	*Firm and Nature of Vouchers.*	*Amount.*
2887	Empire Portland Cement Company, cement	$ 132 50
2888	Dolese & Shepard Company, crushed stone	48 50
2901	Isham Randolph, paid for labor	375 15
2910	Garden City Sand Company, sand	33 08
2911	Winston & Co., use of machinery, etc	199 90
2932	Hayes Bros., labor and supplies	305 75
	Total	$ 1,094 88

McArthur Brothers Company and Winston & Co. continued the work of completing the railroad embankment behind the bridge abutments begun in 1898 and completed the work on July 3d. This Company earned $322.92 on this account during the year (File No. 2959).

At the time of the abandonment of the temporary tracks by the C., M. & N. R. R. Co., the Sanitary District came in possession of a lot of steel rail, and on July 26th, the Committee on Engineering instructed the Chief Engineer to dispose of same. During the year the Block-Pollock Iron Company

purchased and paid for 101 and 2160-2400 tons, at $18.00, and 19 and 1540-2240 tons, at $14.00 per ton, making a total of $2,110.94 received on that account. The work of hauling the rail from the tracks, of storing it at the Robey Street Warehouse and loading the sold material on cars was done by Peter Peterson and the amount paid to him on this account was $188.52 (File No. 3269).

The I. C. R. R. Co. did considerable work during the year in connection with the changed location of its tracks. The total amount vouchered to it by this Department was $10,657.55 (File No. 3270).

On June 2, 1899 (page 137 of his letter book), the Bridge Engineer accepted a proposition from the Allen's Cornice and Corrugating Works for the placing of iron covers over the center pier pivots of several bridges, and the amount charged to this bridge for work done was $9.38 (File No. 3015).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)..	$176.755 46
Amount earned to January 1, 1900.	168,869 80
Unfinished work and balance required to complete.....	$ 8,685 66

Chicago, Madison and Northern Railroad Company's Viaduct Over Kedzie Avenue, Section "N." Double Track Plate Girder; Length, 80 Feet; Weight, 200,400 Pounds. McArthur Brothers Company and Winston & Co., Contractors for Substructure. The Kelly-Atkinson Construction Company, Contractor for Superstructure.

The substructure for this viaduct was completed on December 2, 1898, but the final voucher was not issued until January 26, 1899. The quantities and values vouchered in 1899 are as follows:

Excavation, 909 cubic yards, at 50c.	$ 454 50
Portland cement concrete, 73.81 cubic yards, at $7.00.....	516 67
Masonry, 18.88 cubic yards, at $16.00	302 08
Total.....	$ 1,273 25

On February 8th (page 5457), the Board referred the final voucher for this work to the Committee on Engineering, and on February 16th (pages 5476–7), it was passed by the Board. The final certificate of the Chief Engineer appears on page 5477 of the Proceedings.

Under orders of the Chief Engineer, the Kelly-Atkinson Construction Company did sundry work in connection with the superstructure as is shown by the following schedule:

Engineer's Order.	*Page of Letter Book.*	*File No.*	*Nature of Voucher.*	*Amount.*
Feb. 10.	369	2817	Cutting off ends of stringers in end panels, reframing same and furnishing all necessary material.....	$ 228 25
Feb. 11.	369	2818	Riveting girders and floor	325 00
Feb. 11.	362	2819	Furnishing false work and erecting girders.	500 00
Feb. 11.	361	2874	Furnishing paint and painting girders.....	92 50
Feb. 10.	369	2874	Furnishing new floor timbers and framing and laying same	223 10
Total				$ 1,368 85

Geo. M. Huss continued work under the order of the Chief Engineer, dated October 23, 1898, which is mentioned in the Annual Report of this Department for 1898 (page 5721). On June 7th, a voucher in his favor for $100.00 was passed, for unloading and placing on cribbing the three girders removed from the Pan Handle trestle and used as a superstructure for this crossing (File No. 2912). As was stated in the last Annual Report for this Department (page 5721), the amount charged to this viaduct for the transferred girders was subject to revision. The price per pound is now finally determined on and the revised figures are as follows:

200,400 pounds at 2.0409 cents.....$4,090 00

By advice of the Chief Engineer and under written orders of Assistant Engineer W. T. Keating, dated December 20, 1898, and January 3, 1899, Hayes Bros. et al. were ordered, under the "extra work" clause of their contract for Section "N," to lower the Kedzie Avenue roadway under the viaduct and to construct a box drain leading from the viaduct into the Main Channel. The price fixed

for excavating the roadway was seventy-five cents per cubic yard, and the box drain was built on force account. This work was completed in January at a total cost of $1,141.91 (File No. 2749).

On January 3rd (page 361 of the Record Clerk's letter book), the Chief Engineer ordered the Chicago Crushed Stone Company to furnish and spread the necessary concrete and screenings on the lowered roadway, and fixed the price at $1.50 per cubic yard. A voucher for $302.94 was issued on this account (File No. 2745).

The condition of work on December 31st was as follows:

Cost of viaduct (for details see Exhibit "B," Table No. 2)...	$ 13,002 95
Amount earned and paid to January 1, 1900.....	13,002 95

Kedzie Avenue Bridge, Main Channel, Section "N." Single Roadway, 21 Feet Wide. Two Sidewalks, Each 5 Feet Wide. Length, 324 Feet, 6 Inches. Weight of Metal in Structure, 640,525 Pounds. Chicago Star Construction and Dredging Company, Contractor for Substructure. The King Bridge Company, Contractor for Superstructure.

On January 18th (pages 5430-1), the Board authorized the reduction to $2,000 of the bond on the contract for the substructure of this bridge. On March 22nd (page 5585), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia in reference to a release of the bond on the same contract, was referred to the Committees on Finance and Engineering.

The work on the superstructure of this bridge was completed in April, and the bridge was opened for traffic in the latter part of that month. Two vouchers were issued during the year to the contractor for this work, as follows: On March 23rd, one for $8,276 (File No. 2799), and on May 24th, the final voucher for $250 was passed by the Board (File No. 2890). The final certificate of the Chief Engineer appears on page 5813 of Proceedings. On July 12th (page 5923), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia in reference to a release of the bond on the superstructure contract was referred to the Committee on Finance and, on August 2nd (page 5970), the Board authorized the reduction of said bond to $2,000.

Several vouchers were issued during the year account miscellaneous work in connection with this bridge, a schedule of which is as follows:

File No.	*Firm and Nature of Voucher.*	*Amount.*
2862	Chicago Crushed Stone Co., crushed stone, account approaches.....	$ 79 65
2877	Hayes Bros., repairing subgrade and placing crushed stone on approaches...	84 65
2943	Isham Randolph, paid for cutting down sidewalk elevation.....	23 50
3503	E. S. Snyder, building plank sidewalk.....	248 43
	Total.....	$ 436 23

The condition of work on December 31st, was as follows:

Total cost of bridge (for details see Exhibit "B," Table No. 2).....	$ 43,367 01
Amount earned and paid to January 1, 1900.....	43,367 01

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section "N." Double Track. Length 327 Feet, 8 Inches. Weight of Iron and Steel in Structure, 1,519,183 Pounds. McArthur Brothers Company and Winston & Co., Contractors for Substructure. The Carnegie Steel Company, Limited, Contractor for Superstructure.

The substructure contract for this bridge was completed in the year 1898, but the final voucher was not passed by the Board until 1899. This voucher was presented to the Board on January 4th (pages 5390-1) and referred to the Committee on Engineering; and on January 11th (pages 5406-7), the Board ordered it paid (File No. 2729). The final certificate of the Chief Engineer appears on page 5407. On April 19th (pages 5644-5), the Board accepted a reduced bond for $1,000.00 on this contract.

The superstructure for this bridge was

completed on May 5th and the first train crossed over on June 27th. The final voucher, amounting to $17,572.45, was passed by the Board on June 14th (File No. 2931). The final certificate of the Chief Engineer appears on pages 5875-6 of Proceedings. On July 12th (page 5923), a communication from the City Trust Safe Deposit and Surety Company, asking for release of bond on this contract, was referred to the Committee on Finance; and on July 26th (pages 5948-9), the Board authorized a reduced bond for $2,000.00 on same. On September 6th (page 6020), the Board approved the new bond.

On June 2d (page 137 of his letter book), the Bridge Engineer accepted a proposition from the Allen's Cornice and Corrugating Works for the placing of iron covers over the center pier pivots of several bridges and the amount charged to this bridge for work done was $9.37 (File No. 3015). The pivot cover for this bridge was repaired later on by the same firm, at a cost of $10.30 (File No. 3096).

The A. T. & S. F. Ry. Co. did considerable work during the year in connection with its new alignment and the amount vouchered on this account was $11,442.18 (File No. 3526).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$81,181 81
Amount earned and paid to January 1, 1900	80,638 00
Unfinished work and balance required to complete	$ 543 81

Belt Railway Company of Chicago's Bridge, Main Channel, Section "K." Four Tracks. Length, 340 Feet, 2 Inches. Weight of Iron and Steel in Structure, 2,691,349 Pounds. The Toledo Bridge Company, Contractor for the Substructure and Superstructure.

On May 10th (pages 5696-8), seven bids for the construction of this bridge were presented to the Board and referred to the Chief Engineer for tabulation. On May 24th (pages 5816-17), the Board awarded the contract to the Toledo Bridge Company. The contract appears in the Proceedings for May 31st (pages 5821-36). Owing to the inability of the District to give the contractor possession of the site of this bridge as early as was hoped, the work on the substructure was not begun until September 11th. At the ordinary rate of progress which could be made from that time on it became apparent that this part of the work could not be completed in time to meet the plans of the Sanitary District and, if the contractor was called upon to make extraordinary efforts to complete, the work would be more expensive. As it was essential that certain parts of the substructure should be finished in the year 1899, the Chief Engineer, on November 9th (pages 280-82 of his letter book). issued the following order to The Toledo Bridge Company:

"WHEREAS, You did on the 27th day of May, 1899, enter into a contract with the Sanitary District of Chicago to supply all of the materials, to perform all of the labor and to erect and complete the substructure and the superstructure of a four-track railway bridge over and across the Main Channel of the Sanitary District of Chicago for the use of the Belt Railway of Chicago; and.

WHEREAS, The date fixed in said contract for completing said bridge is October 1, 1899; and,

WHEREAS, The conditions have been such as to prevent the Sanitary District of Chicago from giving you possession of the site of said bridge structure in time to enable you to complete the same within the period fixed in said contract; and,

WHEREAS, It is essential to the carrying out of the plans of the said District that the foundations and masonry of the center pier of the said bridge shall be laid and, as nearly as may be, completed on or before the 1st day o. December next:

NOW THEREFORE, Acting under the authority given to the Chief Engineer in the aforesaid contract, I, as Chief Engineer, order and direct you to enter immediately upon the site of said bridge pier and to prosecute the work thereon both day and night with all diligence, using therefor all of the men, tools and appliances which can be worked thereon.

WHEREAS, The execution of this order will of necessity make the work covered by it much more expensive to you than the same would have been if carried on under ordinary conditions and extended over the time contemplated in your aforesaid contract, it is equitable and just that you be paid an increased compensation to cover such augmented cost; therefore, I fix said increased

compensation and the conditions under which the same is to be made to you, as follows:

The unit price for the several classes of work and material entering into the center pier, as set forth in your contract aforesaid, shall be increased 60 per cent. You shall prosecute the work to completion; if, however, the water is turned into the Channel prior to December 25th, and the work upon the pier is thereby stopped, the Sanitary District shall, at its own cost and expense, build or cause to be built a coffer-dam around the center pier, and thereafter you shall complete the pier within said coffer-dam, and the increased compensation on that portion of the work shall be on a basis of the original unit prices increased by 50 per cent.

A further condition fixed by this order is that you shall at once proceed to complete the south abutment by December 1st, at the prices and under the conditions fixed in your contract. You shall not be required to build the north abutment before the completion of the center pier nor until seasonable weather in spring, when you will complete it at the unit prices fixed in the contract. Otherwise, should the necessities of the District demand the construction of this north abutment in winter, you will meet the demand and be allowed therefor an increase of 60 per cent on the unit prices fixed in the contract. If, in the judgment of the Chief Engineer, you are not prosecuting the work with an adequate force of men or equipment, one or both, you will, upon his written order, increase the same to comply with his requirement, and in the event of your failure to comply with his said requirement, he shall take charge of the work and complete it, charging the resulting cost up to your account.

Under this order material excavated from pier foundations may be spoiled within the cross-section of the Channel north of a line parallel with the south face of the pier.

In view of the adjustment of prices made herein, you will relinquish all claims you may have on account of detention and delay.

Save as herein modified or changed, all of the terms, conditions and obligations of your said contract of May 27, 1899, are and shall be in full force and effect."

This order was accepted by the contractor and work was pushed vigorously to the end of the year, at which time the following work was completed:

Excavation, abutments, 3,150 cubic yards, at 45 cents	$ 1,417 50
Excavation, center pier, 1,200 cubic yards, at 72 cents	864 00
Piles, delivered, 7,254 lineal feet, at 16 cents	1,160 64
Portland cement concrete, abutment, 530 cubic yards, at $5.60	2,968 00
Portland cement concrete, center pier, 1,480 cubic yards at $8.96	13,260 80
Masonry, abutment, 100 cubic yards, at $11.00	1,100 00
Masonry, center pier, 300 cubic yards, at $17.60	5,280 00
	$26,050 94
Less amount for cement furnished by District	725 20
Total	$25,324 74

The dates and the subjects of the correspondence of the Chief Engineer to this Company for the year are given in the following schedule:

Date.	*Subject.*	*Page of Letter Book.*
May 3.	Extension of time for completion of bridge to Jan. 1, 1900	269
Aug. 29.	Bridge site ready to take possession of	93
Nov. 16.	Account bill of sale for iron in superstructure	301
Dec. 15.	Urging progress	384

In accordance with its agreement with the Sanitary District, dated July 24, 1899, the Thomas Moulding Company delivered cement for use at this bridge at $2.08 per barrel, and $719.20 was earned on this account during the year (File No. 3595).

In the month of December, the work of revetting the slope of the Main Channel in front of the south abutment of this bridge was carried on by Force Account under the direction of the Chief Engineer. The vouchers issued on this account are as follows:

File No.	*Firm and Nature of Voucher.*	*Amount.*
3523	Joseph Haas, paid pay-rolls for labor	$495 50
3593	Isham Randolph, paid pay-rolls and transportation	413 00
	Total	$908 50

One voucher, amounting to $348.15, was issued to the Belt Railway Company of Chicago for general inspection, etc., at this bridge (File No. 3594).

No work was done on the superstructure during the year, except the preparation of the material at the shops. On November 17th, a voucher for $53,000.00 was issued to the contractor for 1,000 tons of this material in its yards at Toledo, Ohio, the Sanitary District receiving a bill of sale therefor in lieu of said payment (File No. 3360).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B", Table No. 2)	$ 233,755 13
Amount earned to January 1, 1900	80,193 71
Unfinished work	$ 153,561 42
Reserved percentage	3,256 37
Unpaid vouchers	6,820 78
Balance required to complete	$ 163,638 67

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section "G". Double Track. Length 372 Feet, 6½ Inches. Weight of Iron and Steel in Structure, 1,724,636 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. The Carnegie Steel Company, Contractor for Superstructure.

The substructure for this bridge was completed in the year 1898. The superstructure was also entirely completed in that year, on November 19th, but the final voucher was not issued until February 7, 1899. On February 8th (page 5457), this voucher, amounting to $20,416.00, accompanied by the final certificate of the Chief Engineer, was referred to the Committee on Engineering. On April 12th (pages 5626-7), the Board ordered the voucher paid. The final certificate of the Chief Engineer appears on page 5627.

On January 25th (pages 5440-1), the Chief Engineer transmitted a communication to the Board from the superstructure contractor of this bridge, asking a release of the bond on its contract, which was referred to the Committee on Engineering. On March 17th (pages 5573-4), the Chief Engineer transmitted a like request from the same firm. On April 12th (page 5628), the Board authorized a reduction of the bond to $2,000.00 and on May 17th (page 5778), approved the new bond for that amount.

On June 2d (page 137 of his letter book), the Bridge Engineer accepted a proposition from the Allen's Cornice and Corrugating Works for the placing of iron covers over the center pier pivots of several bridges and the amount charged to this bridge for work done was $9.38 (File No. 3015).

Gahan & Byrne completed the cutting down of the Santa Fe roadbed to its required grade and earned $117.04 on this account during the year (File No. 2744). On May 10th (page 192 of his letter book), the Chief Engineer authorized the Postal Telegraph Cable Company to remove its telegraph poles from the old to the new right of way of The A. T. & S. F. Railway Company. The work was completed on June 13th and the proportion of the cost of same borne by the District was $600.00 (File No. 2995).

The A. T. & S. F. Ry. Co. did considerable work during the year in connection with the new alignment of its road, and completed same in the month of June. Six vouchers were issued to this Company on this account, the total of which amounted to $11,744.32 (File No. 3106).

The condition of work on December 31st, was as follows:

Total cost of bridge (for details see Exhibit "B," Table No. 2)	$ 114,305 72
Amount earned and paid to January 1, 1900	114,305 72

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Desplaines River, Section "F." Double Track. Six Plate Girder Spans, Each 52 Feet and 1 Inch. Weight of Steel in Structure, 499,830 Pounds.

The A. T. & S. F. Ry. Co. built this bridge during the year 1898, but the settlement was not effected until June, 1899. In the last Annual Report of this Department (see page 5725 of Proceedings), the proportion to be paid by the District for the construction of this bridge was given as $19,321.80. This figure was revised later on by the railroad company, and the payment made to it was $19,210.73 (File No. 2958).

Lyons-Summit Road Bridge, Main Channel, Section "F." Single Roadway, 18 Feet Wide. Length, 323 Feet, 10 inches. Weight of Steel and Iron in Structure, 370,690 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

The substructure for this bridge was completed in April, and the work accomplished in the year by the contractors is as follows:

Excavation, 4 cubic yards at 40 cents	$ 1 60
Timber in foundation, 500 feet B. M. at $25.00	12 50
Piles delivered, 760 lineal feet at 15 cents	114 00
Natural cement concrete, 306.6 cubic yards at $3.50	1,073 10
Portland cement concrete, 331.8 cubic yards at $6.00	1,990 80
Masonry, 873.8 cubic yards at $10.50	9,174 90
Total	$ 12,366 90

The final voucher for the substructure, amounting to $2,440.78, was issued on May 16th, and passed by the Board on May 24th (pages 5812-14). The final certificate of the Chief Engineer appears on page 5814.

The superstructure for this bridge was completed about the end of June. Two vouchers amounting to $12,676.17 were issued to the contractor during the year, one for $7,572.00 on March 17th, and the final, for $5,104.17, on July 13th. The final voucher was passed by the Board on July 19th (pages 5939-41), and the final certificate of the Chief Engineer appears on page 5941.

The dates and subjects of the correspondence of the Chief Engineer to this contractor for the year are as follows:

Date.	*Subject.*	*Page of Letter Book.*
Oct. 8.	Extension of time for completion of contract	18
Nov. 1.	Acceptance of extra weight in superstructure	60

Under orders of the Chief Engineer, the following work was done in connection with the Lyons-Summit Road and the approaches to this bridge:

File No.	*Name and Nature of Voucher.*	*Amount.*
2946	Halvorson, Richards & Co., filling approaches	$ 655 83
3182	Halvorson, Richards & Co., constructing fence	44 41
3105	Chicago Crushed Stone Company, crushed stone delivered and spread	2,650 92
	Total	$ 3,351 16

Certain pumping was done by Sackley & Peterson on Section 7 on the Main Channel in order to uncover the dimension stone that was saved during the excavation of that section. A portion of this stone was used for the substructure of this bridge and a pro rata charge of $60.00 was made against it (File No. 2788).

Owing to a slight deviation from the original plans for this bridge, it was found necessary to have some stone cutting done in order to adjust the rollers of the superstructure to the abutments. This work was done by C. H. Raymer at a cost of $45.00 (File No. 2994).

The condition of work on December 31st was as follows:

Total cost of bridge (for details see Exhibit "B," Table No. 2).	$41,193 18
Amount earned and paid to January 1, 1900.....	41,193 18

Lyons-Summit Road Bridge, Desplaines River, Section "E." One 200 Feet Span. Single Roadway, 18 Feet Wide. Weight of Steel and Iron in Structure, 114,000 Pounds. Halvorson, Richards & Co., Contractors for Substructure. Massillon Bridge Company, Contractor for Superstructure.

The substructure and superstructure for this bridge were both completed in the year 1898. On January 11th (page 5422), a communication from the contractor for the superstructure, requesting a release of the bond on its contract, was referred to the Committees on Finance and Judiciary, and on August 16th (pages 5987-8), the Board released the sureties for said bond.

During the year 1899, Halvorson, Richards & Co., completed the work of grading the approaches to this bridge and of removing the old piers from the Channel, which work was done under the "extra work" clause of their contract for Section "E" and ordered by the Chief Engineer on October 3, 1898 (page 11 of his letter book). The amount earned during the year on this account is $241.70 (File No. 3143).

The condition of work on December 31st was as follows:

Total cost of bridge (for details see Exhibit "B," Table No. 2).....	$13,220 47
Amount earned and paid to January 1, 1900..	13,220 47

Chicago Terminal Transfer Railroad Company's Bridge, Main Channel, Section "E." Double Track. Length 316 Feet, 7 Inches. Weight of Steel and Iron in Structure, 1,051,924 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

The substructure and superstructure for this bridge were both completed in the year 1898. On June 2, 1899 (page 137 of his letter book), the Bridge Engineer accepted a proposition from the Allen's Cornice and Corrugating Works for the placing of iron covers over the center-pier pivots of several bridges and the amount charged to this bridge for work done was $9.37 (File No. 3015).

In the month of June the C. T. T. R. R. Co. finished the work of grading the tracks to the approaches of this bridge and changing its interlocking system. The amount vouchered to this Company on this account during the year is $3,403.57 (File No. 2835). The District also paid $3.00 to the Chief Engineer as a reimbursement for the payment to this Company of a bill on this account for the said amount (File No. 3427).

The condition of the work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$50,685 75
Amount earned and paid to January 1, 1900	50,685 75

Chicago Terminal Transfer Railroad Company's Bridge, Desplaines River, Section "E." Double Track, One Span, 105 Feet Center to Center of End Pins. Heldmaier & Neu, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

The substructure of this bridge was completed in the month of October. In addition to the prices fixed in the contract of Heldmaier & Neu for this work, the Chief Engineer made an agreement with these contractors to do certain extra excavation under the new span, and fixed the price at 45 cents per cubic yard.

The volume and value of work shown on regular vouchers by this firm during the year is as follows:

Excavation for substructure, 1,456 cubic yards, at 65 cents	$ 881 40
Excavation under new span, 1,433 cubic yards, at 45 cents	644 85
Sheet piling and bracing, 11,996 feet B. M., at $25.00	299 90
Portland cement concrete, 221.17 cubic yards, at $8.50	1,879 95
Masonry, 432.27 cubic yards, at $7.60	3,285 25
Masonry removed, 140.78 cubic yards, at $2.25	316 76
Raising three spans of old bridge	750 00
Extra force account work, building crib, etc	31 14
Total	$ 8,089 25

During the progress of this work it was discovered that some of the stone in the masonry work of the old bridge that was intended to be utilized in the new one was unfit to be used over again. On September 8th, the Committee on Engineering instructed the Chief Engineer to make arrangements with Heldmaier & Neu to supply the deficiency, and an agreement was made to furnish it at $3.75 per cubic yard F. O. B., Lemont. The amount furnished by these contractors was 28 cubic yards, and a voucher, which included the freight charge from Lemont to McCook, was issued for $158.02 (File No. 3480).

On December 13th (page 6182), the final voucher for the substructure, amounting to $1,132.76, accompanied by the final certificate of the Chief Engineer was passed by the Board. On December 20th (page 6181), the Board passed a supplementary final voucher for $750.00 for raising three spans of the old bridge, said item having been omitted from the regular final through an oversight.

As was stated under the head of the "Lyons-Summit Road Bridge, Main Channel, Section F" Sackley & Peterson did certain pumping on Section 7 in connection with the saving of dimension stone. Part of this stone was used in the substructure of this bridge and a pro rata charge of $60.00 was made against it (File No. 2788).

The superstructure for this bridge was completed in the month of November. Three vouchers, aggregating $7.318.00 were issued to the Wisconsin Bridge and Iron Company during the year, as follows: One on February 2nd for $3,293.10, accompanied by bill of sale for the material at the Milwaukee shops; one on August 24th, for $1,097.70, being the balance between the first voucher and 60 per cent. of the contract price; and the final, for $2,927.20, on November 20th. The final voucher was ordered paid by the Board on November 22nd (page 6130). The final certificate of the Chief Engineer appears on the same page.

The C. T. T. R. R. Co. did considerable work during the latter part of the year raising and ballasting its tracks for this new bridge, but no bills were vouchered during the year.

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2	$ 28,015 27
Amount earned and paid to January 1, 1900	16,015 27
Balance required to complete	$12,000 00

Willow Springs Road Bridge, Main Channel, Section 1. Single Roadway, 20 Feet Wide. Length, 306 Feet, 1 1-4 Inches. Weight of Steel and Iron in Structure, 339,294 Pounds. Counterweight, 209.040 Pounds. Sackley & Peterson, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

The substructure for this bridge was completed in the year 1898, but the final voucher was not disposed of until 1899. On January 4th (page 5391), the Board referred the final voucher, amounting to $1,881.02, to the Committee on Engineering and, on January 14th (pages 5424–5), it was ordered paid by the Board. The final certificate of the Chief Engineer appears on pages 5424–5. On December 20th (page 6192), the Board released the sureties on the bond of this contract.

As was stated under the head of "Lyons-Summit Road Bridge, Main Channel, Section F," Sackley and Peterson did certain pumping on Section 7 in connection with the saving

of dimension stone. Part of the stone was used in the substructure of this bridge, and a pro rata charge of $60 was made against it (File No. 2788).

With the exception of painting, the superstructure was completed in the month of March. Three vouchers, aggregating $14,990, were issued to C. L. Strobel during the year, as follows: One on January 27th, for $8,994, same being 60 per cent. of the contract price, and payable on account of having delivered the material at the site of erection; one on March 24th, for $5,746, same being a semi-final pending the painting of the structure, and the final, for $250, on July 13th. The final voucher was passed by the Board on July 19th (pages 5934-40). The final certificate of the Chief Engineer appears on page 5940. On October 18th (page 6085), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia, requesting release from the bond on this contract, was referred to the Committee on Finance.

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2. .....$	22,968 52
Amount earned and paid to January 1, 1900.....	22,968 52

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section 8. Double Track. Length 398 Feet, 6 Inches. Weight of Steel and Iron in Structure, 2,315,656 Pounds. Counterweight, 858,645 Pounds. McArthur Brothers Company and Winston & Co., Contractors for Substructure. Carnegie Steel Company, Limited, Contractor for Superstructure. Stevens Street Subway Under the Atchison, Topeka and Santa Fe Railway Company's Tracks, Section 8. Sackley & Peterson, Contractors for Substructure.

The substructure for the bridge over the Main Channel was completed in the year 1898 and the superstructure was completed May 18, 1899. Two vouchers, aggregating $57,479.40, were issued during the year to the Carnegie Steel Company, Limited, one for $45,711.00, same being 60 per cent. of the contract price and payable upon the delivery of the material at the site of erection; and the final voucher, for $11,768.40. The final voucher was ordered paid on June 28th (pages 5908-9). The final certificate of the Chief Engineer appears on page 5909.

By the terms of its contract with this District, this structure was to have been completed on November 1, 1898 and the Carnegie Company agreed to forfeit $100.00 per day for each day delinquent in its completion. On June 21st (page 5882), the Chief Engineer transmitted a report to the Board, fixing the amount of forfeiture at $19,000.00. The report was referred to the Committee on Engineering and on June 28th, adopted by the Board in the report on the final voucher for this Company.

On July 12th (page 5923), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia, requesting a release of the bond on the contract for the superstructure, was referred to the Committee on Finance and, on July 26th (pages 5948-9), the Board authorized the reduction of said bond from $20,000.00 to $2,000.00. On September 6th (page 6020), the Board accepted the new bond.

On October 4th (pages 6059-60), the Board directed the Chief Engineer to have the counterweight joints of this structure filled with asphalt. This work was done in the month of October by C. Schroeter and the total cost of same was $675.00 (File No. 3285).

Mason, Hoge, King & Co. continued to construct the Santa Fe embankment and to excavate in front of the north abutment to the bridge. These contractors were unable to complete the work on contract time owing to the inability of the District to put them in possession of certain parts of the work at an earlier date. This became the basis for a claim for an advance over the prices fixed in the contract and, on September 25th (page 155 of his letter book), the Chief Engineer issued an order to this firm granting them an advance of 7 cents for all material placed in the railroad embankment after September 15th, 1899 (For verbatim order, see Section 8 of this report).

The following was done during the year on these accounts:

Embankment, 19,300 cu. yds. at 18 cents	$3,474 00
Embankment, 2,000 cu. yds. at 25 cents	500 00

Excavation in front of north abutment, 32 cu. yds. at 22 cents.....$	7 04
Total	$3,981 04

Acting under its general agreement with this District, the Santa Fe Company continued operations on its change of line at Lemont and $17,418.52 was vouchered to it on this account (File No. 3536).

The substructure work for the Stevens Street Subway was done by Sackley & Peterson under Clause 55 of their contract for the Lemont Road Bridge across the Main Channel. On August 7th (pages 9–11 of his letter book), the Chief Engineer issued the following order to this firm:

"Proceeding under the provisions of your contract of August 19, 1898, for the construction of the masonry for the bridge on the line of the Stevens Street road at Lemont, crossing the Main Channel on Section 8, under which you could be required (if so directed by the Chief Engineer) to do similar work in accordance with the Stevens Street improvement.

I now direct you to make the excavation necessary for the sub-way of Stevens Street at the crossing of the Santa Fe Railroad tracks and to build the masonry connected therewith in Portland cement concrete in accordance with the following specifications:

QUALITY OF MATERIAL.

Cement—The best Portland cement shall be used on this work, brand and quality to be subject to the approval of the Chief Engineer. The weight per cubic foot of Portland cement shall be not less than 100 pounds. The development of tensile strength for Portland cement shall be not less than 400 pounds per square inch, after being exposed one day to air and six days in water. All lumpy, dirty or damaged cement shall be rejected; also damaged or short-weight packages.

Sand—The sand used shall be coarse, clean and sharp, free from all clay, loam or gravel, and shall be well screened and of quality approved by the Chief Engineer.

Portland Cement Concrete—Portland cement concrete shall be made in proportions as follows: One part Portland cement, two parts of sand and five parts of broken stone, all as per specifications. The cement and sand shall be thoroughly mixed before mixing with the stone, after which all three costituents shall be thoroughly incorporated to the satisfaction of the Engineer, and the mass sprinkled with clear water until it quakes under ramming. The concrete shall be placed in the forms in layers of six inches and compacted by ramming. All exposed faces of the abutments shall be faced with a layer of two inches of Portland cement mortar in proportion of one part of the specified cement to two parts of the specified sand. This facing to be so applied as to secure a perfect bond with the concrete before the same has taken its initial set. All exposed faces to be smooth and true to the form called for by the plans. The stone for the concrete shall be of a quality approved by the Engineer, broken into angular pieces of a size small enough to pass through a ring one and one-half inches in diameter, and entirely free from dust, sand, dirt, or any foreign substance. The stone must be thoroughly drenched with clear water before mixing with the mortar.

All back filling ordered by the Chief Engineer shall be done without extra cost to the Sanitary District. The back filling shall be to the top of the abutments and the full width of the road.

You will perform this work in accordance with the plans submitted to you, under the direction of the Engineer in charge.

In view of the advance in prices of labor and material since you originally took this contract I, in recognition of the equities involved, fix the price to be paid you for Portland cement concrete, made in accordance with the specifications hereinbefore set forth, at $8.00 per cubic yard.

For the excavation of the roadway, which excavated material is to be placed in the approaches to the Main Channel Bridge or in the vicinity thereof, as may be directed by the Engineer, I fix the price at $1.50 per cubic yard.

All of the work covered by this order to be completed on or before November 15th of the present year."

These contractors accepted the order, work was begun on August 17th and prosecuted until the latter part of October, when operations were stopped on account of an injunction of the Highway Commissioners of

the Town of Lemont against the continuation of this work until a satisfactory arrangement for the crossing of Stevens Street was entered into between the said Commissioners and the Sanitary District. No further work was done during the balance of the year. The volume and value of work done by these contractors for the year, which is covered by the above order and verbal orders of the Chief Engineer, is as follows:

Excavation, 4,700 cubic yards, at $1.50	$ 7,050 00
Portland cement concrete, 443 cubic yards, at $8.00	3,544 00
Masonry, 450 cubic yards, at $11.50	5,175 00
Grading road to Santa Fe Station, 1,400 cubic yards at 25 cents	350 00
Excavation of rock for sewer ditch, building temporary Stevens Street Road, grading tracks to milk stand, etc. (force account)	3,036 64
Total	$ 19,155 64

Acting under the "extra work" clause of their contract with this District, the Chief Engineer gave sundry verbal orders to Mason, Hoge, King & Co. for work in connection with this subway and the volume and values covered for the year are as follows:

Excavation, 465 cubic yards at 63 cents	$ 292 95
Grading Stevens Street temporary road, 1,934 cubic yards at 40 cents	773 60
Surfacing Stevens Street temporary road, 177 cubic yards at $1.00	177 00
Filling Stevens Street crossing of Santa Fe tracks (force account)	176 30
Total	$ 1,419 85

By verbal order of the Chief Engineer, M. W. Keegan moved the water main at Stevens Street at a total cost of $90.00 (File No. 3428).

The condition of work on December 31st was as follows:

Estimated cost of structures (for details see Exhibit "B," Table No. 2)	$ 150,313 92
Amount earned to January 1, 1900	126,036 80
Unfinished work	$ 24,277 12
Reserved percentages	4,858 39
Unpaid vouchers	17,315 78
Balance required to complete	$ 46,451 29

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Desplaines River, Section 8. Double Track. Twelve Plate Girder Spans, Each 60 Feet Long. Weight of Steel and Iron in Structure, 1,117,765 Pounds. Penn Bridge Company, Contractor for Superstructure.

The substructure and superstructure for this bridge were both completed in the year 1898, but the final settlements were not effected until 1899. In accordance with the general agreement with the "Santa Fe System" and this District, the cost of the bridge shall be borne jointly. The railroad company elected to build the substructure and the itemized bills covering the cost of same were submitted to the Chief Engineer in 1899. The total amount chargeable to the District was $9,759.26, and a voucher for that amount was issued on June 4th, and on June 28th (page 5888), was passed by the Board (File No. 2958).

On January 11th (pages 5406-7), the Board passed a voucher in favor of the Penn Bridge Company for $10,440.06 (File No. 2708). This voucher was accompanied by the final certificate of the Chief Engineer in which he stated that $350.00 was reserved from the contract price until the structure was painted and also that a bill for extra work was still unpaid. The final voucher, amounting to $711.00, was issued on July 5th and, on July 12th (page 5918), was passed by the Board

(File No. 2981). The final statement for this contract is as follows:

Contract price for superstructure complete	$26,890 00
Extra material, 1.361 pounds soft steel, at $0.0215	29 26
Extra work punching holes in stiffeners of girders	4 80
Extra work moving guard rails, boring holes, putting in extra bolts, morticing and refitting ties	361 00
Total	$27,285 06

On July 5th (pages 5912-13), the Chief Engineer transmitted, and the Board received, a check for $13,769.25 from The A. T. & S. F. Ry. Co. in payment for its proportion of the cost of the superstructure (File No. 2975). This amount included the Company's share of the cost of inspection by Robt. W. Hunt & Co.

The condition of work on December 31st was as follows:

Total proportionate cost of bridge	$ 23,275 07
Net amount paid to January 1, 1900	23,275 07

Lemont Road (Stevens Street) Bridge, Main Channel, Section 8. Single Roadway, 20 Feet Wide. Length, 306 Feet, 1¼ Inches. Weight of Iron and Steel in Structure, 339,705 Pounds. Counterweight, 207,300 Pounds. Sackley & Peterson, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

The substructure for this bridge was completed in the month of January, 1899. Under verbal orders of the Chief Engineer, the contractors for the substructure cut down the road back of the north abutment by force account; they excavated the west approach to the bridge at $1.12½ per cubic yard; they macadamized the road at $1.90 per cubic yard, and sold to the District a small quantity of sand left over from the work, at $1.25 per cubic yard. The following items were vouchered to these contractors during the year:

Excavation, 202 cubic yards, at $1.00	$ 202 00
Portland cement concrete, 24.44 cubic yards, at $5.00	$ 122 20
Masonry, 8.92 cubic yards, at $11.85.	105 70
Cutting down roadbed of north abutment (force account)	39 10
Excavation of west approach, 550 cubic yards, at $1.12½	618 75
Macadam road surfacing, 200 cubic yards, at $1.90	380 00
Sand sold, 12 cubic yards, at $1.25.	15 00
Total	$ 1,482 75

On February 8th (page 5457), the final voucher for the substructure, amounting to $1,171.44, was referred to the Committee on Engineering and, on February 16th (pages 5474-5, was passed by the Board (File No. 2770). The final voucher was not accompanied by the usual final certificate for completed work, owing to the fact that the contract provided for the performance of other work of similar character if required by the District. An order to construct the Stevens Street Subway was issued to those contractors on August 7th (see this report under "The A. T. & S. F. Railway Company's Bridge, Main Channel, and Stevens Street Subway").

Under a verbal order of the Chief Engineer, Mason, Hoge, King & Co. excavated in front of the north abutment of this bridge, and were allowed 40 cents per cubic yard for doing the work. During the year 1,405 cubic yards of material were excavated, and vouchers to the amount of $562 were isssued on this account (File No. 3875).

As was stated under the head of "Lyons-Summit Road Bridge, Main Channel, Section F," Sackley & Peterson did certain pumping on Section 7 in connection with the saving of dimension stone. Part of the stone was used in the substructure of this bridge, and a pro rata charge of $60 was made against it (File No. 2788).

The superstructure of this bridge was practically completed in the month of June. Three vouchers, aggregating $14,990, were issued to C. L. Strobel during the year; one on February 3rd, for $8,994, said amount being 60 per cent. of the contract price and payable when all the material reached the site of erection; the second, a semi-final, for $5,746, was passed by the Board on April 5th (pages 5603-4), and the final, for $250, was passed by the Board on July 19th (pages 5939-40).

The final certificate of the Chief Engineer appears on page 5940.

On October 18th (page 6085), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia, requesting a release of bond on the superstructure contract, was referred to the Committee on Finance. No action was taken by the Board on same during the year.

The condition of work on December 31st, was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$ 21,227 39
Amount earned and paid to January 1, 1900	21,227 39

Lemont Road Bridge, Desplaines River, Section 8. Single Roadway, 18 Feet Wide. Ten Wooden Spans, Each 50 Feet in Length. E. D. Smith & Co., Contractors.

This bridge was completed in the year 1894 at a total cost of $22,329.89 (File No. 84).

Western Stone Company's Bridge, Desplaines River, Section 10. Single Track Trestle of 32 Bents, Each 16 Feet in Length. E. D. Smith & Co., Contractors.

This bridge was constructed in the year 1894 at a total cost of $15,983.63 (File No. 107).

Romeo Road Bridge, Main Channel, Section 12. Single Roadway, 20 Feet Wide; Length 306 Feet, 1¼ Inches. Weight of Iron and Steel in Structure, 339,505 Pounds; Counterweight, 208,100 Pounds. Heldmaier & Neu, Contractors for Substructure; C. L. Strobel, Contractor for Superstructure.

The contractors for the substructure of this bridge began operations in the month of February and completed the work before the end of the year. On November 1st (pages 6108–9), the Board passed the final voucher for this work (File No. 3280). The amount earned during the year on regular contract was $13,407.28, as is shown by the final certificate of the Chief Engineer on page 6109.

Under sundry verbal orders of the Chief Engineer, the following extra work was performed by these contractors during the year:

File No.	*Nature of Work.*	*Amount.*
2883	Recutting abutment stone, changing road, etc.	$295 69
2982	Recutting abutment stone, changing road, etc.	392 74
3049	Cutting bridge seats, changing road, etc.	96 74
3102	Building driveway at end of bridge	46 58
3252	Removing from road the material falling from spoil bank and watching same.	111 09
3431	Repairs to bridge and placing danger signals on same	21 32
	Total	$964 16

As was stated under the head of "Lyons-Summit Road Bridge, Main Channel, Section F," Sackley & Peterson did certain pumping on Section 7 in connection with the saving of dimension stone. Part of the stone was used in the substructure of this bridge and a pro rata charge of $60.00 was made against it (File No. 2788).

In conformity with the general agreement with the Sanitary District and the "Santa Fe System", The A., T. & S. F. Ry. Co. did certain work in connection with the changing of its tracks at Romeo, made neccessary by the re-location of the Romeo Highway. This work was authorized by the Chief Engineer on April 10th (page 89 of his letter book), and one voucher for $35.84 was issued to this Company during the year on this account.

The superstructure for this bridge was completed in August. Three vouchers, aggregating $15,639.27, were issued to C. L. Strobel during the year—one on February 3rd, for $8,994.00, same being 60 per cent. of the contract price for the delivery of the iron work at the site of erection; one on July 14th, for $5,996.00, and the final, for $649.27, on August 31st (File No. 3185). The final voucher was passed by the Board on September 13th (pages 6028–30). The final certificate of the Chief Engineer appears on pages 6029–30.

On October 18th (page 6085), a communication from the City Trust Safe Deposit and Surety Company of Philadelphia, requesting release of its bond on the superstructure contract, was referred to the Committee on

Finance. No action was taken by the Board on the same during the year.

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2	$30,356 55
Amount earned and paid to January 1, 1900	30,106 55
Balance required to complete	$ 250 00

Lockport Road Bridge, Desplaines River Channel, Section 16. Single Roadway, 18 Feet Wide. Three 200-Feet Through Spans. Weight of Metal in Structure, 332,573 Pounds. Griffiths & McDermott, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

The work on the substructure for this bridge was begun in the month of January and completed in April. The work done on this contract is as follows:

Excavation, 526 cubic yards, at $1.00	$ 526 00
Portland cement concrete, 449.45 cubic yards, at $6.95	3,123 68
Total	$3,649 68

The final voucher for the substructure was presented to the Board on May 3rd (pages 5669–70), and referred to the Committee on Engineering; and on May 10th (pages 5694-6), was passed by the Board (File No. 2879). The final certificate of the Chief Engineer appears on page 5695. On November 28th (page 6143), the Board released the bond on this contract.

Acting under the "extra work" clause of their contract for Section 16, the Chief Engineer, on June 12th (page 310 of his letter book), directed Hayes Bros. to macadamize the Lockport Road, fixing the compensation for broken stone at $1.00 per cubic yard and for gravel at 80 cents per cubic yard. The amounts vouchered during the year on this contract are as follows:

Broken stone, 1,213 cubic yards, at $1.00	$1,213 00
Gravel, 433 cubic yards, at 80 cents	346 40
Total	$1,559 40

The superstructure for this bridge was completed in July. Two vouchers, aggregating $10,954.00, were issued to the Wisconsin Bridge and Iron Company during the year. The final voucher (File No. 3021) was passed by the Board on August 2d (pages 5970–72). The final certificate of the Chief Engineer appears on pages 5971–2.

In the agreement with the Commissioners of Highways of the Township of Lockport for the right to construct the Lockport Road and Wire Mills Road Bridges, the Sanitary District agreed to forfeit to the said Commissioners $10.00 per day for each and every day the roads shall be closed to public travel longer than six months. The Lockport Road was closed from November 17, 1898, to August 3, 1899, a period of 8 months and 18 days. A voucher for $780.00 was issued to the said Commissioners on this account and passed by this Board on September 13th (page 5223).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2	$ 17,095 88
Amount earned to January 1, 1900,	16,943 08
Unfinished work	$ 152 80
Reserved percentage	194 92
Balance required to complete	$ 347 72

Wire Mills Road Bridge, Desplaines River Channel, Section 16. Single Roadway, 18 Feet Wide. Two, 200 Feet, and One, 100 Feet Through Spans. Weight of Metal in Structure, 259,369 Pounds. Hayes Brothers, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

The work on the substructure of this bridge was begun in the month of January and completed in April. The work done on this contract is as follows:

Excavation, 508 cubic yards, at 50 cents	$ 254 00
Excavation, old masonry, 95 cubic yards, at 40 cents	38 00
Portland cement concrete, 566.59 cubic yards, at $7.50	4,249 28
Raising one span of bridge	150 00
Total	$ 4,691 28

The final voucher for this work was presented to the Board on May 3rd (pages 5669–70) and referred to the Committee on Engineering, and on May 10th (pages 5694-6), was passed by the Board (File No. 2880). The final certificate of the Chief Engineer appears on pages 5695–6.

Acting under the "extra work" clause of their contract for Section 16, the Chief Engineer, on June 12th (page 310 of his letter book), directed Hayes Bros. to macadamize the Wire Mills Road, fixing the compensation for broken stone at $1.35 per cubic yard, and for gravel at sixty cents per cubic yard. This order was based upon the use of gravel from a convenient place on the lands of the District, and also covered the work to be done on the Lockport Road. This supply, however, proved insufficient, and other gravel had to be procured to meet this condition, and the price of said material was advanced by the Chief Engineer to $1.35 per cubic yard. The amounts vouchered during the year on this account are as follows:

Broken stone, 2,450 cubic yards, at $1.35	$ 3,307 50
Gravel, 970 cubic yards, at $1.35.	1,309 50
Total	$ 4,617 00

On August 10th (page 30 of his letter book), the Chief Engineer ordered Patrick Conley to fill the space covered by the two bridge spans east of and adjacent to the embankment built by the District north of the Wire Mills Road, the material to be borrowed from any District lands in the vicinity, and fixed the price at 25 cents per cubic yard. On September 19th (page 145 of his letter book), the Chief Engineer ordered this same contractor to raise one span of this bridge and fixed the price at $70.00. By verbal order of the Chief Engineer, this contractor stopped the leaks through the above mentioned embankment and revetted the side slopes with rock. This work was done on force account. All of this work was completed in the month of October and the following items were vouchered on these accounts:

Embankment, 3,600 cu. yds. at 25 cents	$ 900 00
Raising span one foot	70 00
Repairing embankment and revetting slopes with rock	153 23
Total	$ 1,123 23

The superstructure for this bridge was completed in the month of August. On August 16th (page 5988), the Board remitted and waived the time penalty on account of delay in completing this work on contract time. Two vouchers, aggregating $9,016.25, were issued to the Wisconsin Bridge and Iron Company during the year. The final voucher was passed by the Board on September 15th (pages 6028–9). The final certificate of the Chief Engineer appears on page 6029.

As was stated under the head of "Lockport Road Bridge, Desplaines River Channel, Section 16," the Sanitary District agreed to forfeit $10.00 per day for every day the Wire Mills Road would be closed longer than six months. The number of days the District was held responsible for closing said road was 125, and a voucher for $1,250.00 (File No. 3511) was issued to the Lockport Highway Commissioners and passed by the Board on December 27th (page 6204).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$20,827 53
Amount earned to January 1, 1900.	20,697 76
Unfinished work	$ 129 77
Reserved percentage	577 13
Balance required to complete	$ 706 90

Elgin, Joliet and Eastern Railway Company's Bridge, Desplaines River Channel, Between Sections 16 and 17. Four Single Track Deck Spans, Each 125 Feet, 1 1-2 Inches Centers of Bearings, and One Single Track Through Span, 147 Feet Center of Bearings. Total Length of Bridge 660 Feet, 3 1-2 inches. Weight of Metal in Structure, 1,114,735 Pounds. Benezette Williams, Contractor for Substructure. Julius G. Wagner, Contractor for Superstructure.

The substructure for this bridge was completed in the year 1896. The superstructure was completed in 1897. On January 18th (page 5430), the Board released the bond on the contract for the superstructure. The total cost of this bridge is $41,984.62 (see page 4613).

Tow Path Bridge, Desplaines River Channel, Section 17. Single Roadway, 12 Feet Wide; One Tow Path, 6 Feet Wide. Three Skew Spans, Each 200 Feet, ¾-inch. Total Length, 624 Feet, 3 Inches. Weight of Metal in Structure, 444,765 Pounds. Heldmaier & Neu, Contractors for Substructure. The Joliet Bridge and Iron Company, Contractor for Superstructure.

The contract for the substructure of this bridge was entered into in the form of an order of the Chief Engineer, dated January 21, 1899 (page 291 of his letter book), said order having been given in full in this report under "Section 17." The part of the order which refers to this bridge reads as follows:

* * * "No. 8—For concrete in bridge piers and abutments for bridge shown upon Plan No. 2 * * * , you will be paid eight dollars and eighty-five cents ($8.85) per cubic yard."

These contractors began work under this order in the month of November and finished before the end of the year. Under verbal orders of the Chief Engineer these contractors did the excavation for the abutments on force account. The following were vouchered to these contractors during the year on these accounts:

Excavation, (force account)	$ 1,510 77
Concrete, 802 cubic yards, at $8.85.	7,097 70
Total	$ 8,608 47

Eleven bids for the superstructure of this bridge were received by the Board on September 20th (pages 6033-4) and referred to the Chief Engineer for tabulation. On September 26th (pages 6054-5), the Board awarded the contract to the Joliet Bridge and Iron Company, which was the lowest bidder. On October 4th (page 6059), the Board approved the bond on this contract. The complete contract appears on pages 6067-74. No vouchers were issued for this work during the year.

On October 12th, the Committee on Engineering instructed the Chief Engineer to engage a competent firm to inspect the iron entering into the superstructure of this bridge and on the same date the Chief Engineer verbally accepted the proposition of the Pittsburg Testing Laboratory to do the mill and shop work at 75 cents per ton.

The condition of the work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2	$30,259 61
Amount earned to January 1, 1900.	8,608 47
Unfinished work	$ 21.651 14
Reserved percentage	887 22
Unpaid vouchers	774 37
Balance required to complete	$23,312 73

Cass Street Bridge, Desplaines River Channel, Section 18. Single Roadway, 30 Feet Wide; Two 7 Feet Sidewalks. One 213 Feet, 9 Inches Through Span and One 89 Feet, 6 Inches Through Plate Girder. Weight of Metal in Structure, 835 424 Pounds. The J. G. Wagner Company, Contractor for Substructure and Superstructure.

Three bids for the construction of this bridge were received by the Board on March 17th (pages 5576-9) and referred to the Chief Engineer for tabulation. The Toledo Bridge Company was the lowest bidder for the work, but, after submitting its bid, informed the Sanitary District that through a transposition of certain figures the bid was not what it was intended to be and asked that it be excused from entering into a contract based upon the incorrect figures. On March 29th (pages 5597-9), the Board awarded the contract to The J. G. Wagner Company, the next lowest bidder. On April 12th (page 5611), the Board approved the bond on this contract. The contract bears date of April 6th, 1899, and appears on pages 5624-5.

Owing to certain delays in coming to an agreement with the City of Joliet, the Sanitary District was late in giving The J. G. Wagner Company possession of the sites of this and the Jefferson Street bridges. On October 18th (page 216 of his letter book), the Chief Engineer informed this Company that the sites were available and urged progress. There was so little disposition on the part of the contractor to hurry the work that the Chief Engineer, on October 19th, (page 219 of his letter book), insisted that the work be pushed as rapidly as possible; and on October 20th, the Committee on Engineering instructed the Chief Engineer to enter upon the premises, to have the work done by out-

side parties, and to charge the increased cost to the contractor. An arrangement was made with Gahan & Byrne, contractors for Section 18, to build the Cass Street piers at $8.00 per cubic yard. The amount done by these contractors during the year was 72 cubic yards of Portland cement concrete at a cost of $429.75 (File No. 3512). The amount chargeable to The J. C. Wagner Company was $267.75.

The volume and value of work done by The J. C. Wagner Company during the year, is as follows:

Excavation, solid rock, 105 cubic yards, at $4.00	$ 420 00
Excavation, earth, 385 cubic yards, at 60 cents	231 00
Old masonry removed, 370 cubic yards, at $2.00	740 00
Portland cement concrete, 226 cubic yards, at $5.75	1,299 50
Total	$ 2,690 50

Sundry labor and material was furnished at this bridge during the year in connection with the laying of gas and water pipe across the Channel. The schedule of vouchers issued on this account is as follows:

File. No.	*Firm and Nature of Voucher.*	*Amount.*
3545	Jas. B. Clow & Sons, eddy gates, pipe, etc	$ 285 40
3548	Strong, Bush & Handwerk, lead pipe, labor, etc	53 00
3581	Raymond Lead Company, lead for caulking	51 07
3580	John T. Kelly, removing valves and hydrant, placing valves, laying pipe, etc..	490 57
	Total	$ 880 04

During the progress of the work at this bridge, certain lighting was necessary. These lights were furnished by the Economy Light and Power Company and the amount vouchered during the year to it on this account was $63.05 (File No. 3516).

The condition of the work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B", Table No. 2	$38,877 47
Amount earned to January 1, 1900	4,063 34
Unfinished work	$ 34,814 13
Reserved percentage	336 31
Unpaid vouchers	2,737 23
Balance required to complete	$ 37,887 67

Jefferson Street Bridge, Desplaines River Channel, Section 18. Two Spans, Each 113 Feet, 10 3-4 Inches Center to Center of End Pins. Single Roadway, 37 Feet, 6 Inches Wide; Two 11 Feet Sidewalks. Weight of Metal in Structure, 651,070 Pounds. The J. G. Wagner Company, Contractor for Substructure and Superstructure.

Three bids for the construction of this bridge were received by the Board on March 17th (pages 5576-9) and referred to the Chief Engineer for tabulation. On March 29th (pages 5597-99), the Board awarded the contract to The J. G. Wagner Co., the lowest bidder. On April 12th (page 5611), the Board approved the bond on this contract. The contract bears date of April 6, 1889, and appears on pages 5612-24.

As was stated under the head of "Cass Street Bridge, Desplaines River Channel, Section 18," this contractor did not make the necessary progress for an early completion of the contract and the Chief Engineer was instructed by the Committee on Engineering to have the work pushed along by outside parties. Arrangements were made with Gahan & Byrne, contractors for Section 18, to remove the west approach of the arches to this bridge, and to set up and remove the pumps and boiler used in connection with the pumping out of the coffer-dam around the new pier. This work was done on force account, and $1,532.88 was vouchered

to Gahan & Byrne during the year (File No. 3515). Of this amount $1,343.24 is chargeable to The J. G. Wagner Co.

In addition to the prices fixed in the contract for the substructure, the Chief Engineer gave two verbal orders to The J. G. Wagner Co. and fixed the price in each case. One was for that part of the excavation of the old arched structure, which consisted of clay and broken stone, and the price fixed for same was $1.25 per cubic yard. The other was for the overhaul of material hauled over 500 feet and the price fixed was twenty-five cents per cubic yard.

The volume and value of work done by this Company during the year is as follows:

Excavation, earth, 1,600 cubic yards at 60 cents	$ 960 00
Excavation, clay and broken stone, 1,400 cubic yards, at $1.25	1,750 00
Excavation, old masonry, 3,550 cubic yards, at $2.00	7,100 00
Excavation, solid rock, 600 cubic yards, at $4.00	2,400 00
Overhaul, 3,000 cubic yards, at 20 cents	600 00
Sheet piling and bracing, 3,000 feet B. M., at 28.00	84 00
Portland cement concrete, 600 cubic yards, at $5.75	3,450 00
Total	$16,344 00

During the progress of the work on this bridge it was necessary to keep the foundations dry, and a pump was purchased from Henion & Hubbel for this purpose at a cost of $192.00 (File No. 3449). The lights used at this work were furnished by the Economy Light and Power Company at a cost during the year of $34.45 (File No. 3516).

On October 12th, while explosives were being used for certain excavations of this bridge, a blast did damage to some property in the immediate neighborhood. The damaged property was repaired and the District paid the cost of same, amounting to $293.80 (File No. 3628).

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)	$46,386 69
Amount earned to January 1, 1900,	18,397 13
Unfinished work	$27,989 56
Reserved percentage	$ 2,040 00
Unpaid vouchers	293 80
Balance required to complete	$30,326 36

Chicago, Rock Island and Pacific Railroad Company's Bridge, Desplaines River Channel, Section 18. Two Double-Track Deck Plate Girder Spans. Total Approximate Length, 159 Feet. Weight of Metal in Structure, 318,718 Pounds. Gahan & Byrne, Contractors for Substructure. Chicago Bridge and Iron Company, Contractor for Superstructure.

Acting under the "extra work" clause of the contract for Section 18, the Chief Engineer, on May 17th (page 217 of his letter book), issued the following order to Gahan & Byrne:

"Acting under the provisions of your contract, entered into between yourselves and the Sanitary District of Chicago, dated July 26, 1898, relating to extra work, I hereby request and direct you to build and erect the substructure for the Chicago, Rock Island and Pacific Railway Bridge extension where the same crosses the Desplaines River in the City of Joliet, within the limits of your contract, Section 18. The masonry to be of Portland cement concrete, made according to the standard specifications of this District, under which specifications you constructed Lock No. 5. This masonry to be built in accordance with the plans, lines and grades furnished you by the Engineer in charge of the work. All exposed faces to be smoothly finished in Portland cement mortar.

For this work I fix the following prices:

Foundation excavation, $2.50 per cubic yard.

Concrete masonry, as specified, $8.00 per cubic yard.

These prices to cover the entire cost of all labor and material entering into the work and the use of all tools and appliances used in executing this order."

These contractors accepted this order, and the work was begun in the month of June and continued throughout the year. The work accomplished during the year is as follows:

Excavation, 1,300 cubic yards, at $2.50	$ 3,250 00
Concrete, 1,070 cubic yards, at $8.00	8,560 00
Total	$11,810 00

On May 31st (pages 5840–1), six bids were received for the construction of the superstructure of this bridge, and on the same date, the Board awarded the contract to the Chicago Bridge and Iron Company, the lowest bidder. On June 7th (page 5851), the Board approved the bond on this contract. The contract bears date of June 7th and appears on pages 5851–8. No vouchers were issued during the year on this account.

The condition of work on December 31st was as follows:

Estimated cost of bridge (for details see Exhibit "B," Table No. 2)...	$39,717 25
Amount earned to January 1, 1900.	11,810 00
Unfinished work.....	$27,907 25
Reserved percentage...	1,476 25
Balance required to complete..	$29,383 50

RAILROADS.

All of the facts for the year 1899 pertaining to the relations between the Sanitary District and the several railroad companies in connection with the Chicago River Improvement Work, other than bridges, are stated under the head of "Chicago River" in this report. The companies mentioned are the Metropolitan West Side Elevated Railway Company; the Pennsylvania Company and the Alton Railroad Company.

Chicago Terminal Transfer Railroad Company.

In accordance with its agreement with the Sanitary District dated December 6, 1898 (pages 5359–61), this Company did or had done considerable work during the year in connection with its crossing of the Chicago River near Taylor Street. The work consisted mainly of providing a temporary crossing and the installation of operating machinery for the new bridge.

In accordance with its agreement with this District, dated November 14, 1895 (pages 2920–23), and with its supplemental agreement dated June 1, 1897 (page 5381), this Company (formerly the Chicago and Northern Pacific Railway Company) did sundry work in connection with its temporary trestles at the Pan Handle crossing on contract Section "O," such as repairs to trestles, switch-tending, inspection, operation and maintenance of interlocking system, etc. Certain inspection was also done by this Company during the progress of the work on the substructure for the permanent Eight-track Bridge.

Pursuant to the agreement with this District, dated September 3, 1897 (pages 5381–5), this Company did considerable work in connection with its temporary trestle across the Main Channel on contract Section "F," such as tending the switches, and the operation and maintenance of its interlocking system. This Company also finished the work of grading the tracks to the approaches of its permanent bridge over the Main Channel, and changed its interlocking system. In connection with its crossing of the Desplaines River on Section "E," this Company tended switches and operated and maintained its interlocking system on account of the temporary trestle, and raised and ballasted the tracks for its permanent crossing.

On December 13th (page 6185), the Board adopted an order requiring its President and Clerk to make arrangements with this Company for an extension of time in which to complete the work at the Eight-track Bridge crossing.

The amounts vouchered during the year to this Company on account of its operations at these various points are as follows:

Bridge, Chicago River.....	$ 47,296 69
Temporary trestles, Section "O".....	4,077 40
Permanent bridge, Section "O".....	180 53
Temporary trestle, Section "F," Main Channel	219 74
Permanent bridge, Section "F," Main Channel	3,406 57
Temporary trestle, Section "E," Desplaines River....	1,129 19
Total.....	$ 56,310 12

Pittsburg, Cincinnati, Chicago and St. Louis Railway Company.

In accordance with its contract with this District dated August 21, 1895 (pages 2783-6), and with its supplementary agreement passed by the Board April 16, 1897 (pages 3966-7), this Company did considerable work in connection with its temporary crossing on contract Section "O," and vouchers amounting to $10,920.96 were issued to it during the year.

On December 13th (page 6185), the Board adopted an order requiring its President and Clerk to make arrangements with this Company for an extension of time in which to complete the work at this crossing.

The Chicago Junction Railway Company (Formerly Union Stock Yards and Transit Company).

On January 11th (pages 5407-8), the Board authorized the execution of an agreement with this Company for an extension of time for the completion of its bridge across the Main Channel on contract Section "O." On December 13th (page 6185), the Board adopted an order requiring the President and Clerk to make arrangements with this Company for another extension of time in which to complete this work.

On August 2d (page 5972), the Board of Trustees authorized the execution of an agreement with the C. J. Ry. Co. regarding the transfer of the tracks of the C. T. T. R. R. Co. to the right of way of the first named Company, at the Pan Handle temporary crossing, at a rental of $60.00 per month. The agreement bears date of August 2d and appears in the Proceedings for September 6th (pages 6019-20).

In accordance with the contract with the Sanitary District, this Company did considerable work in connection with its temporary crossing at Campbell Avenue and the amount vouchered for the year on this account is $6,630.12. During the progress of the construction of the substructure of the eight-track permanent bridge, this Company had an inspector on the ground and the amount vouchered on this account during the year is $370.91.

Illinois Central Railroad Company (Lessee of the Chicago, Madison and Northern Railroad Company).

As was stated under the head of "Section O" of this report, the Sanitary District, represented by the Chief Engineer, entered into an agreement with this Company, giving the right to the P., C. C. & St. L. Ry Co. to cross the property of the I. C. R. R. Co. near the Ash Street Tower with two of the Pan Handle tracks, the said I. C. R. R. Co receiving $6,000.00 for the granting of this right. This Company did a small amount of work in connection with its crossing of the Pan Handle tracks on contract Section "O."

Acting under its contract with the Sanitary District, dated June 22, 1897 (pages 4090-95), the I. C. R. R. Co. completed within the year the work on its new alignment for the bridges across the Main Channel and Kedzie Avenue on contract Section "N."

In accordance with Section 5 of Article 2 of its contract with the Sanitary District, this Company was entitled to a sum of money as an indemnity for the cost of the ordinary repairs and maintenance of these two bridges. The Chief Engineers of the I. C. R. R. Co. and the Sanitary District made the computations determining the amount of indemnity covering these structures, and the Board authorized its payment on May 24th (page 5814). The certificate of the Chief Engineers appears on page 5815.

The amounts vouchered to this Company during the year are as follows:

Account Pan Handle Temporary Bridge	$ 6,018 59
Account C. M. & N. R. R. Co.'s Permanent Bridge, Main Channel, Section "N"	10,802 51
Account maintenance of C. M. & N. R. R. Co.'s Permanent Bridge, Kedzie Avenue, Section "N"	4,590 00
Account maintenance of C. M. & N. R. R. Co.'s Permanent Bridge, Main Channel, Section "N"	54,364 50
Total	$ 75,775 60

The Santa Fe System (The Atchison, Topeka and Santa Fe Railway Company. Chicago, Santa Fe and California Railway Company).

On January 25th (pages 5434-5), the Board received the executed supplementary agreement between the Santa Fe System and the Sanitary District, providing for movable bridges for all the crossings of this Company over the Main Channel. This agreement

bears date of October 12, 1898, and appears on pages 5435-7.

On the same date (page 5437), the Board received the executed agreement between the Chicago, Santa Fe and California Railway Company and the Sanitary District, providing for the exchange of certain lands in Will County. This agreement bears date of November 30, 1898, and appears on pages 5437-40. On March 29th (pages 5595-96), the Board authorized the execution of a deed of conveyance of certain lands from the District to the Chicago, Santa Fe and California Railway Company.

On May 31st (page 5838), the Board authorized the execution of an agreement with The A. T. & S. F. Railway Company for the construction of a temporary embankment, tracks and crossings upon the right of way of this Company where it intersects with the Chicago, St. Louis and Pittsburg Railway Company. On July 19th (page 5933), the Board received the executed agreement, which bears date of April 29, 1899 and appears on pages 5933-5 of the Proceedings.

During the year The A. T. & S. F. Railway Company completed the work of raising the tracks of the 26th street line on contract Section "N." It also completed the work of changing the alignment at the crossing of the Main Channel on Section "G."

As was stated under the head of The A. T. & S. F. Railway Company's Bridge, Desplaines River, Section "F," this Company elected to build this bridge and the Sanitary District reimbursed it for one-half of the cost. This settlement was affected in the year 1899.

The A. T. & S. F. Ry. Co. continued work throughout the year in connection with its track deviation at Lemont on contract Section 8. As was stated under the head of "The A. T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section 8," this Company elected to build its own substructure and the Sanitary District reimbursed it for one-half of the outlay. The superstructure was built by the District and the Santa Fe Company reimbursed it for one-half the outlay.

In accordance with Sections 15, 16, 17 and 18 of Article 1 of the contract between the Santa Fe System and the Sanitary District, under date of May 25, 1896 (pages 3360-7), this Company was entitled to a sum of money as an indemnity for the cost of the ordinary repairs and maintenance of the five bridges crossing the Main Channel and the Desplaines River Diversion. During the year the Chief Engineer of the Railroad Company and the Sanitary District made the computations determining the amount of indemnity necessary to cover the three bridges crossing the Main Channel. The following schedule shows the amounts arrived at and the disposition made of the vouchers by the Board:

Location of Bridge.	*Passed by Board.*	*Chief Engineers' Joint Certificate*	*Amount.*
Across Main Channel, Section G,	April 12.	Not printed	$ 33,207 60
Across Main Channel, Section N,	June 14.	Page 5876	28,748 60
Across Main Channel, Section 8,	Aug. 5.	Page 5976	47,591 00
Total			$109,547 20

The amounts vouchered during the year to this Company under various classifications are as follows:

Pan Handle temporary bridge, (labor at Stock Yards crossing)	$ 13 14
Santa Fe Permanent Bridge, Main Channel, Section "N" (raising tracks, etc.)	11,442 18
Santa Fe Permanent Bridge, Main Channel, Section "G" (changing alignment, etc.)	11,744 32
Santa Fe Permanent Bridge, Desplaines River, Section "F" (one-half cost of bridge)	19,210 73
Santa Fe Permanent Bridge, Main Channel, Section 8 (changing alignment, etc.)	17,418 52
Santa Fe Permanent Bridge, Desplaines River, Section 8 (one-half cost of substructure)	9,759 26
Maintenance of three bridges across Main Channel	109,547 20
	$ 179,135 35
Less one-half of cost of superstructure for bridge across Desplaines River, Section 8	13,769 25
Total	$ 165,366 10

The Belt Railway Company of Chicago (The Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company).

On January 4th (page 5392), the Board authorized the execution of an agreement with this Company, providing for a four-track bridge across the Main Channel, on contract Section "K", and on January 11th (page 5396), accepted the executed agreement. The document bears date of January 4, 1899, and appears on pages 5396–5401 of the Proceedings.

Acting under the above mentioned contract, this Company did sundry work during the year in connection with its temporary trestles at the Belt crossing of the Main Channel. The inspection of the permanent work was also carried on during the year.

In accordance with Section 8 of Article 1 of the contract, this Company is entitled to a sum of money as an indemnity for the "maintenance, renewal, repair and liability to accident" of the permanent bridge, and that 90 per cent. of this amount shall be paid to the Company as soon as the contract for the bridge is let. The computations determining the amount were made by the Chief Engineers of the Belt Company and the Sanitary District and a voucher for 90 per cent. of the amount arrived at was passed by the Board on June 7th (page 5850). The joint certificate of the Chief Engineers appears on the same page.

The amounts vouchered to this Company during the year are as follows:

Temporary Bridge, Main Channel, Section "K"	$ 3,192 39
Permanent Bridge, Main Channel, Section "K"	348 15
Maintenance of bridge (90 per cent.)	93,046 50
Total	$ 96,587 04

Joliet Railway Company.

On January 25th (page 5442), the Board ordered the execution of an agreement with this Company for a temporary crossing for its street car tracks over the Desplaines River at Jefferson Street in Joliet, and on March 1st (page 5499), accepted the executed agreement, which appears on pages 5499–5501. In the prosecution of the work connected with this crossing, this Company supplied certain track and line material during the year at a cost to the District of $483.71.

Chicago, Rock Island and Pacific Railway Company.

On March 22nd (page 5585), the Board authorized the execution of a supplementary agreement with this Company, in which the Sanitary District agrees to deposit a sum of money covering the estimated cost of constructing the C. R. I. & P. Ry Co.'s Bridge across the Channel at Joliet, upon condition that said Railway Company agrees to construct said bridge in accordance with the original contract with the District.

As was stated under the head of "Section 18" of this report, this Company did sundry work in connection with its temporary crossing of the Channel at Joliet. This work was done in accordance with its contract with this District, dated October 1, 1897 (page 4428-9), and the amount vouchered during the year is $3,499.54.

PUBLIC CORPORATIONS.

City of Chicago.

As was stated in the last Annual Report of this Department under this head, an ordinance was passed by the Board of Trustees, binding itself to the permanent maintenance and operation of the Lawrence Avenue and Thirty-ninth Street Pumping Stations, to be constructed by the city, for the purpose of making the proposed intercepting sewer system effective. An agreement to this effect was entered into between these two parties on November 18, 1899.

On February 1st (page 6446-7), the President transmitted a message to the Board, recommending that steps be taken to co-operate with the City o Chicago with a view to the organization of a sewer district south of Seventy-fifth Street and north of Eighty-seventh Street, and a committee, consisting of Trustees Jones, Mallette and Braden, was appointed to conduct the conferences with the city. On June 28th (pages 5907–8), the Board authorized the execution of an agreement with the City of Chicago to maintain, until January 1, 1905, a pumping station for the purpose of conveying the sewage from this territory into the intercepting sewer and finally into the

Main Channel. The agreement was not executed in the year 1899.

On August 30th (pages 6015-16), the Board of Trustees authorized the execution of an agreement with the City of Chicago for the construction of a bridge at the Canal Street crossing of the Chicago River, said bridge to be of the Scherzer Rolling Lift design, or the design of M. G. Schinke, of Milwaukee, Wis.; one of the conditions being that the city agrees to pay $35,000.00 of the cost thereof, and "in case the cost of constructing said bridge, including the cost of the lands covered by said agreement, falls within the sum of $70,000.00, to refund one-half of the difference between the actual cost price thereof and the sum aforesaid to the City of Chicago." The agreement was executed on September 21st and appears in the Proceedings for September 26th (pages 6037-9).

As was stated under the head of "Chicago River" in this report, "the City of Chicago assumed the care of the water main under Adams Street after the tunnel had been extended and a new shaft west of the west wall of the By-pass had been built by the Lydon & Drews Company. The city did all the work of extending and reconnecting the said main," and the amount vouchered to it during the year on this account is $3,278.68. A voucher for $20.00 was also issued to the City of Chicago for recaulking gas and water mains at the Jefferson Street temporary bridge at Joliet.

Village of Lemont.

On April 19th (pages 5645-6), the Board accepted an ordinance of the Village of Lemont for the construction of a subway under the Santa Fe tracks on a line with Stevens Street. On August 23rd (page 6010), a communication from the Board of Highway Commissioners of the Town of Lemont in reference to the Stevens Street Highway and bridge across the Main Channel, was referred to the Committee on Engineering. No report was made on same during the year 1899.

Village of Romeoville.

On May 31st (pages 5866-8), the Board accepted an ordinance of the Village of Romeoville for the construction of a bridge across the Main Channel, and for the reconstruction of the Romeo Road.

Town of Lockport.

As was stated under the heads of "Lockport Road Bridge, Desplaines River Channel, Section 16," and "Wire Mills Road Bridge, Desplaines River Channel, Section 16," the Sanitary District of Chicago forfeited to the Commissioners of this town the sums of $780 and $1,250, respectively, for keeping closed the Lockport and Wire Mills roads longer than was stipulated in the contract.

City of Joliet.

On October 18th (pages 6080-4), the Board passed an ordinance accepting an amended ordinance of the City of Joliet granting the Sanitary District "the right to construct a channel across the butt ends of certain streets and alleys, and to remove and replace bridges." The ordinance of the City of Joliet bears date of October 17, 1899, and appears on pages 6081-4 of the Proceedings.

On December 13th (pages 6183-4), the Board passed an ordinance accepting a further amended ordinance of the City of Joliet in which the Sanitary District was granted the right to change the plans specified in the ordinance of October 17, 1899, in accordance with the plans accompanying the said ordinance. The ordinance of the City of Joliet bears date of December 4, 1899, and appears on page 6184 of the Proceedings of the Sanitary District.

The Canal Commissioners.

On December 21st (pages 6197-9), the Board authorized the execution of an agreement with the Canal Commissioners for the maintenance of the Summit level and the settlement of differences then existing between the Sanitary District and the said Commissioners. The form of agreement bears date of December 21, 1899, and appears on pages 6199-6201 of the Proceedings.

The following vouchers were issued during the year to these Commissioners:

Use of hoisting engine account clay pocket work on Section 12.....	$ 264 00
Removal of cribs and use of dredge on Section 17.....	5,774 47
Putting in new mitre sills at Lock No. 5, use of dredge, etc., on Section 18.....	3,282 82
Total.....	$ 9,321 29

WATER POWER DEVELOPMENT.

On June 21st (pages 5885-6), the Board authorized its President and Clerk to advertise for bids "for the development and leasing of the water power incident to and susceptible of development along the Main Drainage Channel and its auxiliary channels or outlets, and subject to be controlled and disposed of by the Sanitary District of Chicago."

On August 23rd (page 6011), the Board received two bids as a result of the advertisement—one from the Economy Light and Power Company, and the other from Clarence Buckingham. The bids were referred to the Committee on Engineering. On the same date (page 6010), the Board instructed its Committee on Engineering to recommend no water power proposal which shall not be modified so as to contain the three following clauses: First—That no hydraulic work shall be constructed which shall interfere with the scheme of a great navigable waterway. Second—That the District or the Federal Government may alter the plant created if found necessary for navigation purposes, and that no vested rights shall accrue as against the plans for a waterway. Third—That the proposal shall contain a clause, giving the power to the District to terminate the life of the lease at the expiration of any period of ten years and to appropriate so much of the water power as may be sufficient for municipal lighting of the City of Chicago.

On September 6th (page 6020), a communication from the Economy Light and Power Company, requesting the return of the check deposited with its bid of August 23rd, was referred to the Committee on Engineering. On November 8th (page 6118), a communication from Clarence Buckingham, recalling his proposal for water power and requesting the return of his check deposited with his bid of August 23rd, was received by the Board and the request granted.

STATE INSPECTION OF CANAL.

On January 11th (pages 5421-2), the Board adopted an order notifying the Governor of the State of Illinois of the completion of the Main Channel and inviting him to appoint a Commission to inspect the work of the Sanitary District, as per Section 23 of the Act creating Sanitary Districts. On May 9th, Governor Tanner appointed the following named gentlemen to act as members of the Commission: Isaac Taylor, Peoria, Ill; Al. F. Schock, Ottawa, Ill., and John Lambert, Joliet, Ill. On June 8th, this Commission selected Desmond Fitzgerald as its Chief Engineer.

On November 28th (pages 6135-40), this Commission made a preliminary report of its findings to this Board and, on the same date (pages 6140-3), the Board reported on same and requested the Commission to modify some of the conditions based on the opening of the Canal and asked that a conference be had on the matter at an early date.

ORGANIZATION.

The work of the Engineering Department continues to be carried on through the Drafting and Designing, the Construction and the Records Divisions.

The Division of Drafting and Designing is still in charge of Mr. G. H. Hillebrand, Chief Draftsman. The four subdivisions of the Division of Construction are in charge of the following engineers: Chicago River, Mr. G. M. Wisner; Corwith Division, Mr. W. T. Keating; Lockport Division, Mr. H. B. Alexander. The Joliet Division, which was formerly a part of the Lockport Division, was organized on June 1st and Mr. J. S. Hull was promoted from the position of Sub-Assistant Engineer to Assistant Engineer and placed in charge of same. The Division of Records continues to be carried on by Mr. William Trinkaus, Record Clerk.

On May 3rd (pages 5672-3), the Board authorized the employment of Mr. W. M. Hughes to take charge of the Bridge Department and to superintend the construction of bridges, and fixed his salary at $300.00 per month. On May 10th (page 5696), the Board adopted a report setting forth that Mr. Hughes had assumed the duties as determined by the action of the Board of May 3rd, and conferred the title of Engineer of Bridges and Bridge Construction upon him.

On July 5th (page 5915), the Committee on Rules offered an amendment to Rule 37 of the Rules and Regulations of the Board, fixing the salary of the Chief Engineer at $7,000.00 per year. The report was laid over, and on July 12th (page 5921), the said amendment was adopted.

On August 2nd (page 5972), the Board authorized the lease of Rooms 509 and 510 of

the Security Building for the purposes of cement testing, said lease to cover the use of the rooms from August 1 to December 31, 1899, and the rate per month to be $40.00.

The variety and value of the work done for 1899 in the several divisions of this Department is shown in the monthly reports published in the Proceedings as follows:

January (5510–24); February (5630–43); March (5650–63); April (5797–5811); May (5889–5903); June (5953–69); July (5994–6009); August (6039–53); September (6093–6107); October (6166–80); November (6204–19). The December report appears in the Proceedings for March 21, 1900 (6344–51).

The largest number of employes in the service of this Department for the year 1899 was 100, during the weeks ending September 2nd, 9th and 16th (see pages 6018, 6025 and 6033 of the Proceedings.) The smallest number was 76, during the week ending February 18th (page 5480).

The pumping plant located on Section 14 continued pumping the water out of the Main Channel which flowed from the upper sections, until the 12th of December, at which time the need for pumping was no longer required. The largest number of employes in this service at one time was nine and the smallest number was eight.

The cost of the Engineering Department from its organization to December 31, 1899, has been $1,374,452.64. The total value of construction work accomplished during the same period is $23,134,908.39. The cost of engineering (which includes items of every description outside of construction) compared with the earnings on construction is 5.94 per cent.

MISCELLANEOUS.

The miscellaneous items forming part of the records of the Engineering Department are as follows:

March 29th (page 5597). Report on order for examination of the waters of the I. & M. Canal and the Desplaines, Illinois and Mississippi Rivers.

May 24th (page 5816). Appropriation of $3,500 for models of Sanitary District work for Paris Exposition.

June 14th (page 5876). Investigation of the necessity for removing the LaGrange and Kampsville Dams.

October 18 (page 6084). Report on same.

October 25th (page 6087). Appointment of Special Committee for removal of the LaGrange and Kampsville Dams.

September 20th (page 6033). Resolutions in reference to Deep Waterway Convention to be held at Peoria, Ill., referred to Committee.

October 4 (page 6060). Report on same.

CONCLUSION.

The aggregate of results as shown by work done and money expended during the year 1899, as compared with the colossal figures of 1895, for instance, seems small; and yet, in no previous year has there been such unremitting demand upon the skill, nervous energy and fidelity of the Engineering Department as made memorable the year which led up to the grand climax of opening the great Channel to the service for which it was designed and to which it has been successfully dedicated. How well the Department has responded to these demands you who have noted every stage of the work know, "by their fruits ye shall know them."

For my associates in the work I have only words of praise and appreciation.

To your Honorable Board I wish to express my thanks for your continued confidence and support and to voice the hope that the measure of success which has crowned your efforts may continue until the work which is necessary to round out and make fully effective what you have already done is all accomplished and an appreciative people shall be glad to say "it is very good."

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

ERRATA

FOR TABULATIONS ACCOMPANYING ANNUAL REPORT OF ENGINEERING DEPARTMENT FOR 1899.

Page.	COLUMN.	Line.	Report Reads.	Should Read.
76	Designation	52	concrete streets.	concrete struts.
77	Main Channel. Miscellaneous	16	$476,224 10	$465,774 10
78	Main Channel. Glacial Drift. Cu. Yds	30	1,355,484	1,355,844
78	Main Channel. Glacial Drift. Cu. Yds	33	844	944
79	Main Channel. Glacial Drift. Cu. Yds	35	533,030	533,039
80	Main Channel. Glacial Drift	25	$187,969 96	$177,969 96
87	Masonry	1	$21,049 22	$21,049 42
88	Totals	26	$233,755	$233,755 13
89	Masonry, Cu. Yds	10	1172.8	1,173.8
90	Excavation or Filling	37	$532 00	$562 00
91	Concrete	25	$3,049 45	$3,040 45
93	River Diversion. Glacial Drift. Prism	14	213,486	212,486
94	Bridges	27	$1,086 89	$1,086 87
96	Amount Earned to January 1, 1901. Main Channel	2	$438,038 23	$438,028 23
96	Amount Earned to January 1, 1901. Main Channel	10	$341,188 52	$341,188 53
97	Note on bottom of schedule	1	estimates.	estimates.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT A.

CLASSIFIED STATEMENT OF DISBURSEMENTS TO JANUARY 1, 1900.

CLASSIFICATION.	*Disbursements to January 1, 1899.*		*Disbursements for the Year 1899.*		*Total Disbursements to January 1, 1900.*	
	Engineering.	Construction.	Engineering.	Construction	Engineering.	Construction.
Preliminary Sundries	$ 120,633 75				$ 120,633 75	
Locating Route Main Channel	32,222 94				32,222 94	
Borings and Test Pits	18,132 44		$ 1,287 27		19,419 71	
Maps and Plans for General Use	52,830 30		3,835 95		56,666 25	
Chicago River Survey	63,516 50		1,115 04		64,631 54	
Chicago River Improvement	19,703 49	$ 126,650 19	23,136 83	$ 476,475 41	42,840 32	$ 603,125 60
Right of Way	36,310 06		3,034 92		39,344 98	
Hydraulic Measurements	26,473 08		958 88		27,432 96	
Disposal Works and Joliet Project	81,097 14	377,577 88	37,499 84	698,399 71	118,596 98	1,075,977 59
Regular Construction, Main Channel and River Diversion	558,942 39	18,271,194 88	18,687 66	498,699 57	577,630 05	18,769,894 45
Extra Work, Main Channel	31 33	63,618 63			31 33	63,618 63
Extra Work, River Diversion	9,723 42	334,304 74			9,723 42	334,304 74
Levees, Embankments, etc	1,022 49	193,177 19			1,022 49	193,177 19
Spillway	1,754 91	20,518 41			1,754 91	20,518 41
Wire Mills Road Temporary Bridge, Sec. 16				1,500 00		1,500 00
Wire Mills Road Permanent Bridge, Sec. 16	395 54		952 88	19,500 47	1,348 42	19,500 47
Lockport Temporary Roadway, Sec. 16		1,191 23		669 04		1,860 27
Lockport Road Permanent Bridge, Sec. 16	337 70		699 57	16,748 16	1,037 27	16,748 16
Romeo Road Permanent Bridge, Main Channel, Sec. 12	694 77		1,266 36	30,106 55	1,961 13	30,106 55
Romeo Road Temporary Bridge, Main Channel, Sec. 12		1,120 78		—33 91		1,086 87
Work Account Western Stone Company's Quarry No. 5, Sec. 10		8,865 65				8,865 65
Western Stone Company's Permanent Bridge, Desplaines River, Sec. 10	1,157 05	15,983 63			1,157 05	15,983 63
Western Stone Company's Temporary Bridge, Main Channel, Sec. 9		1,012 30				1,012 30
Lemont Road Permanent Bridge, Main Channel, Sec. 8	882 14	5,005 95	437 04	16,221 44	1,319 18	21,227 39
Lemont Road Temporary Bridge, Main Channel, Sec. 8		1,115 09				1,115 09
Lemont Road Permanent Bridge, Desplaines River, Sec. 8	985 66	22,329 89			985 66	22,329 89
A., T. & S. F. Ry. Co.'s Temporary Bridge, Desplaines River, Sec. 8	770 72	18,738 80			770 72	18,738 80
A., T. & S. F. Ry. Co.'s Permanent Bridge, Desplaines River, Sec. 8	3,174 77	26,574 06	279 40	—3,298 99	3,554 17	23,275 07
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation and Stephens Street Subway, Sec. 8	3,975 68	22,017 13	4,951 44	98,917 15	8,927 12	120,934 28
Willow Springs Road Temporary Bridge, Main Channel, Sec. 1	9 00	1,987 00		—75 00	9 00	1,912 00
Willow Springs Road Permanent Bridge, Main Channel, Sec. 1	1,033 48	7,918 52	352 04	15,050 00	1,385 52	22,968 52
Mt. Forest Foot Bridge, I. & M. Canal, Sec. A	32 17				32 17	
C. T. T. R. R. Co.'s Temporary Bridge, Main Channel, Sec. E	418 42	7,007 38	123 15	412 93	541 57	7,420 31
C. T. T. R. R. Co.'s Permanent Bridge, Main Channel, Sec. E	3,309 32	47,611 06	366 87	3,415 94	3,676 19	51,027 00
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Sec. E	280 00	3,353 40	361 00	936 00	641 00	4,289 40
C. T. T. R. R. Co.'s Permanent Bridge, Desplaines River, Sec. E	668 09		1,521 26	15,674 02	2,189 35	15,674 02
Lyons-Summit Road Temporary Bridge, Main Channel, Sec. E	839 05	5,649 52			839 05	5,649 52
Lyons-Summit Rd. Permanent Bridge and Roadway, Main Channel, Sec. F.	1,642 38	11,937 19	918 50	29,255 99	2,560 88	41,193 18
Lyons-Summit Road Temporary Bridge, Desplaines River, Sec. E	40 00		20 00		60 00	
Lyons-Summit Road Permanent Bridge, Desplaines River, Sec. E	1,272 12	12,830 82	360 85	220 82	1,632 97	13,051 64
A., T. & S. F. Ry. Co.'s Permanent Bridge, Desplaines River, Sec. F	891 45			19,210 73	891 45	19,210 73
A., T. & S. F. Ry. Co.'s Temporary Bridge, Main Channel, Sec G	7 00				7 00	
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation, Sec. G	5,029 03	82,995 71	698 23	32,886 74	5,727 26	115,882 45
Belt Railway of Chicago's Temporary Bridge, Main Channel, Sec. K			1,859 83	13,193 84	1,859 83	13,193 84
Belt Railway of Chicago's Permanent Bridge, Main Channel, Sec. K	1,240 99		5,030 02	76,937 34	6,271 01	76,937 34
Pumping Plant, Sec. M			1,185 61	3,448 51	1,185 61	3,448 51
A., T. & S. F. Ry. Co.'s Temporary Bridge, Main Channel, Sec. N	428 69	3,444 78		155 91	428 69	3,600 69
A., T. & S. F. Ry. Co.'s Permanent Bridge, Main Channel and Track Deviation, Sec. N	4,533 98	50,026 97	1,003 94	29,034 30	5,537 92	79,061 27
Kedzie Avenue Temporary Roadway, Main Channel, Sec. N	512 15	1,067 72			512 15	1,067 72
Kedzie Avenue Permanent Bridge, Main Channel, Sec. N	2,957 77	34,147 09	279 63	8,962 23	3,237 40	43,109 32
C., M. & N. R. R. Co.'s Permanent Bridges, Main Channel and Kedzie Avenue and Track Deviation, Sec. N	6,630 35	135,130 98	1,756 31	43,334 19	8,386 66	178,465 17
Western Avenue Temporary Bridges, Main Channel, Sec. O	1,557 97	8,659 76	50 00	377 08	1,607 97	9,036 84
Southwest Boulevard Bridge, Main Channel, Sec. O	11,104 18	93,447 95	928 84	52,514 79	12,033 02	145,962 74
Pan Handle Temporary Bridges, Main Channel, Sec. O	3,192 19	42,039 39	3,022 00	53,881 64	6,214 19	95,921 03
Pan Handle Permanent Bridge, Main Channel, Sec. O	12,325 95	57,798 20	9,048 61	261,487 76	21,374 56	319,285 96
Pumping Plant, Sec. O			881 08	5,279 67	881 08	5,279 67
Canal Street Bridge, Chicago River			92 94		92 94	
Taylor Street Bridge, Chicago River		4,222 22	2,505 11	31,870 34	2,505 11	36,092 56
C. T. T. R. R. Co.'s Bridge, Chicago River		8,444 45	3,078 86	85,153 87	3,078 86	93,598 32
Van Buren Street Approach Span, Chicago River			429 67	12,492 17	429 67	12,492 17
Bear Trap Dam Permanent Bridge, Sec. 15			183 90		183 90	
E. J. & E. R. R. Co.'s Bridge, between Sections 16 and 17	1,653 94	41,984 62			1,653 94	41,984 62
Towpath Temporary Bridge, Sec. 17				480 13		480 13
Towpath Permanent Bridge, Sec. 17	9 00		624 99	7,721 25	633 99	7,721 25
Jefferson Street Temporary Bridge, Sec. 18			1,307 42	11,294 08	1,307 42	11,294 08
Jefferson Street Permanent Bridge, Sec. 18	418 67		1,508 31	16,354 13	1,926 98	16,354 13
Cass Street Permanent Bridge, Sec. 18	431 47		844 76	3,727 03	1,276 23	3,727 03
C., R. I. & P. R. R. Co.'s Temporary Bridge, Sec. 18			223 57	4,879 37	223 57	4,879 37
C., R. I. & P. R. R. Co.'s Permanent Bridge, Sec. 18	326 00		1,348 51	7,490 00	1,674 51	7,490 00
Moving and Repairing Bridges not Constructed by the Sanitary District	614 88	8,341 44	55 00	13,302 56	669 88	21,644 00
Building Romeo Highway, Sec. 12	106 34	1,732 72			106 34	1,732 72
Saving of Building Sand		781 63				781 63
Mortar, Sand and Cement Tests	31,526 28		6,870 60		38,396 88	
Saving of Dimension Stone		11,233 20				11,233 20
Erosion Tests	1,496 75		1,253 55		2,750 30	
Temporary Sanitary Relief	237 60				237 60	
Photographs of Works	9,111 71		2,169 33		11,281 04	
Public Reports	3,580 16				3,580 16	
Remeasurement of Main Channel	5,283 82				5,283 82	
Effect of Main Channel Water on Lake Levels	1,798 38				1,798 38	
State Inspection of Canal			60 20		60 20	
Relief Map for Paris Exposition			716 84		716 84	
General Account	71,947 23				71,947 23	
Improvement of I. & M. Canal			1 00		1 00	
Totals	$ 1,223,266 23	$ 20,194,790 15	$ 151,186 41	$ 2,714,264 96	$ 1,374,452 64	$ 22,909,055 11
Amount not passed by the Board prior to January 1, 1900					1,768 80	166,206 66
Clerk's net Dr. on January 1, 1900					$ 1,372,683 84	$ 22,742,848 45

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1.

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section. Chicago River.

DESIGNATION.	CUBIC YARDS.					Price.	VALUES.								
	Main Channel.			*River Diversion.*			*Main Channel.*				*River Diversion.*			Bridges Charged to Sections.	General.
	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds		Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	Glacial Drift.	Solid Rock.	Miscellaneous.		
Chicago River Dredging, South Branch—															
Excavation	1,149,498					$ 0 19	$ 218,404 62								
Dock removal, 500 lin. ft						1 75				$ 875 00					
Piles pulled and removed, five						1 50				7 50					
Dock construction at Collision Bend, 298 lin ft						14 25				4,246 50					
Piles and lumber furnished at Collision Bend										103 04					
Dock construction at Canal Street, 171.8 lin. ft						14 25				2,448 15					
Hauling material to Lake Front Park, 274,398 cu. yds						16				43,903 68					
Removing Taylor Street Bridge										10,450 00					
Totals Chicago River Dredging	**1,149,498**						**$ 218,404 62**			**$ 62,033 87**					
By-passes at Adams and Van Buren Sts., Substructure—															
Excavation—															
Wall	8,200					$ 0 50	$ 4,100 00								
Between walls	10,400					40	4,160 00								
Regular	37,352.5					1 00	37,352 50								
Regular, outside Chicago Datum	7,247.6					1 00	7,247 60								
Timber—															
Roadway, 285,700 ft. B. M						21 00				$ 5,714 00					
Wall foundation, 174,000 ft. B. M						21 00				3,654 00					
Cofferdam ,450,800 ft. B. M						30 00				13,524 00					
Regular, 1,644,623 ft. B. M						34 50				56,739 49					
Piles—															
Cofferdam, 15,000 lin. ft						25				3,750 00					
Roadway, 20,500 lin. ft						15				3,075 00					
Regular, 40,124 lin. ft						36				14,444 64					
Portland Cement Concrete—															
Walls, 1,438 cu. yds						4 75				6,830 50					
Regular, 6,672 cu. yds						6 00				40,032 00					
Cast iron for piers, 20¾ tons						75 00				1,556 25					
Paving, 2,700 sq. yds						50				1,350 00					
Lump sum for removal of platform, piles, docking, etc.										1,000 00					
Rebuilding of Pennsylvania R. R. Co.'s freight house										750 00					
New water tunnel and shaft										3,590 70					
Removal of old timber, 1,692,000 ft. B. M						15 00				25,380 00					
Removal of old timber, 600,000 ft. B. M						10 00				6,000 00					
Repairing docks, 465 lin. ft						14 25				6,626 25					
Repairing Bridge Protections—															
Timber, 80,000 ft. B. M						40 00				3,200 00					
Piles, 11,500 lin. ft						36				4,140 00					
Extras on rebuilding Penn. R. R. Co.'s freight house										1,000 00					
Excavating spoil, 16,900 cu. yds						16				2,704 00					
Chamber for Metropolitan Water Tunnel										4,500 00					
City of Chicago's water tunnel at Adams Street										3,673 30					
Metropolitan Water Tunnel, sundries										6,538 16					
Cofferdam and caisson										10,357 08					
Roadway repairs, including removal of incline										1,704 53					
Backfilling and sundry wall work										1,870 25					
Wall foundation										2,203 11					
Pumping and ditching to pumps										9,701 30					
Cutting and excavating old dock timber and masonry										8,129 51					
Freight houses, scales and tracks										3,453 12					
Concrete streets										6,497 27					
Removal of old timber, Force Account										3,051 84					
Work done account sewers										2,930 76					
Work done on electric wires and cables										638 00					
Repairing bridges										23 00					
Leveling bottom at Adams Street										156 40					
Removing wreck of tug "Blackball"										400 00					
Estimated prospective charges, account extra work										27,000 00					
Totals for substructure, etc	**63,200.1**						**$52,860 10**			**$ 297,888 46**					
By-passes at Adams and Van Buren Sts.,Superstructure—															
Lump sum contract price $88,692 less $1,900 as per adjustment										$ 86,792 00					
Amount caused by readjustment of prices										38,302 50					
Extra work, Portland cement concrete, 356.49 cu. yds.						$ 10 51				6,746 71					
Taking up and relaying roadway										2,268 06					

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
Chicago River—Continued.	By-passes at Adams and Van Buren Sts., Superstructure—															
	Cutting and removing timber										$ 3,391 69					
	Repairing sewers										20 20					
	Construction of parapet wall and extra concrete										606 05					
	Removing obstructions										82 04					
	Tearing up and relaying Pennsylvania R. R. tracks										701 64					
	Plastering arches and back walls										669 26					
	Construction of concrete manholes										286 82					
	Lathing and plastering facial girders										228 95					
	Concrete in box girders and wing walls										399 87					
	Drilling holes in girders for dock rods										98 86					
	Repairs, moving, etc. of C. & A. freight office										3,864 29					
	Rehandling girders										2,806 92					
	Miscellaneous extra work										119 78					
	Estimated prospective charges, account extra and regular force account work										20,500 00					
	Totals for superstructure										$ 167,885 64					
	Totals for By-passes at Adams and Van Buren Sts.	63.200.1						$ 52,860 10			$ 476.224 10					
	Totals for Chicago River Improvement	1,212,698.1						$ 271,264 72			$ 527.807 97					
O	Narrow Channel and original basin, prism	1,372,191					$ 0 21	$ 288,160 11								
	Narrow Channel and original basin, prism (including extra cost of $220.92)	59,246					55	32,806 22								
	Narrow Channel and original basin, prism	52,260					70	36,582 00								
	Narrow Channel and original basin, prism	21,039					50	10,519 50								
	Enlargement of basin, prism	54,840					21	11,516 40								
	Enlarged Channel east of Panhandle Bridge, prism	54,269					21	11,396 49								
	Enlarged Channel under Panhandle Bridge, prism	2,113					21	443 73								
	Enlarged Channel under Panhandle Bridge, prism	9,624					45	4,330 80								
	Enlarged Channel under Panhandle Bridge, prism	21,880					70	15,316 00								
	Enlarged Channel west of Panhandle Bridge, prism	18,970					21	3,983 70								
	Collateral Channel (less 8,000 cu. yds. spoil not removed, at 2c)	104,514					19.9	20,638 29								
	Collateral Channel	26,660					27	7,198 20								
	Construction of inlet sluice (Force Account)										$ 5,447 14					
	Surface ditches	3,766					21	790 86								
	Removing and grading temporary roadways	10,225					21	2,147 25								
	Narrow cut account Western Avenue Temporary Bridge														$ 3,984 54	
	Dredge pit account Panhandle Temporary Bridge														5,550 61	
	Western Avenue Temporary Bridges and Roadways														9,036 84	
	Panhandle Temporary Bridges and Roadways														96,178 39	
	Pumping plant										4,637 80					
	Removal of balance of dam under east Panhandle trestles	6,500					50	3,250 00								
	Estimated prospective charges, account extra work														32,000 00	
	Totals for section	1.818.097						$ 449,079 55			$ 10.084 94				$ 146.750 38	
N	Main Channel prism	1,105,443					$ 0 23	$ 254,251 89								
	Extra cost Main Channel excavation under Kedzie Avenue, 22,170 cu. yds						86.3				$ 19,136 76					
	Extra cost Main Channel excavation near west end of section, 5,599 cu. yds						42				2,351 58					
	Extra cost Main Channel excavation near west end of section, 5,000 cu. yds						77				3,850 00					
	Surface ditches	748					23	172 04								
	The A., T. & S. F. Ry. Co 's Temporary Bridge	1,466					23								$ 3,600 69	
	Kedzie Avenue Temporary Roadway										810 03					
	Estimated prospective charges, account extra work										4,500 00					
	Totals for section	1.107.657						$ 254,423 93			$ 30.648 37				$ 3.600 69	
M	Main Channel prism	717,650					$ 0 21.7	$ 155,730 05								
	Surface ditches	1,986					21.7	430 96								
	Slides	8,544					21.7	1,854 05								
	Pumping plant										$ 4,220 16					
	Totals for section	728,180						$ 158.015 06			$ 4.220 16					

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
L	Main Channel prism	1,089,922					$0 19.7	$ 214,714 63								
	Surface ditches	3,145					19.7	619 57								
	Slides	9,913					19.7	1,952 86								
	Totals for section	**1,102,980**						**$ 217,287 06**								
K	Main Channel prism	1,116,200					$0 25	$ 279,050 00								
	Main Channel prism (including 4,159 cu. yds. from Sec. L)	35,712					55	19,641 60								
	Main Channel prism (filled in by the Belt Ry. Co.)	3,000					35	1,050 00								
	Surface ditches	4,800					25	1,200 00								
	Slides	28,031					25	7,007 75								
	Removing old piles at Belt crossing										$ 266 03					
	Drainage boxes										41 79					
	Belt Railway Company of Chicago's Temporary Bridge														$ 13,295 80	
	Estimated prospective charges, account extra work														11,000 00	
	Totals for section	**1,187,743**						**$ 307,949 35**			**$ 307 82**				**$ 24,295 80**	
I	Totals for section (for itemization of same, see pages 5748-49 of Proceedings for 1899)	1,159,384						**$ 289,846 00**								
H	Main Channel prism	1,073,645					$0 29	$ 311,357 05								
	Surface ditches	5,253					29	1,523 37								
	A., T. & S. F. R. R. embankment	1,166					29	338 14								
	Slides	22,463					29	6,514 27								
	Construction of dam at Station 347+25	1,421					40	568 40								
	Taking out dam at Station 347+25	3,222					29	934 38								
	Repair of dam at Station 347+25 (Force Account)										$ 362 72					
	Pumping water from section (Force Account)										320 33					
	Making cut for drawing off impounded water (Force Account)										3,950 00					
	Interest on excavating plant, account delayed excavation										1,450 04					
	Extra compensation for removing 11,000 cu. yds. material from dam and east of Station 348						26				2,860 00					
	Extra compensation for 115,132 cu. yds. material during 1898-99, account rise in labor and material						03.3				3,799 36					
	Extra compensation, account delays to Hoover and Mason plant										2,400 00					
	Totals for section	**1,107,170**						**$ 321,235 61**			**$ 15,142 45**					
G	Main Channel Prism	1,355,484					$0 28	$ 379,636 32								
	Surface Ditches and Dam	8,620					28	2,413 60								
	Slides	36,318					28	10,169 04								
	Removal of Dam near Station 362	844					28	264 32								
	Draining Impounded Water, Force Account										$ 324 92					
	Removing Spoil Bank, Force Account										4,200 00					
	Excavation of Trench, Force Account										2,325 04					
	Pumping Water out of Section, Force Account										1,116 20					
	Interest on Excavating Plant Account delayed excavation										446 96					
	Extra compensation for removing 944 cu. yds. in Dam at Station 362						27				254 88					
	Extra compensation for removing 48,868 cu. yds material during 1898-9, account rise in labor and material						03.3				1,612 64					
	Totals for section	**1,401,726**						**$ 392,483 28**			**$ 10,280 64**					
F	Ricker, Lee & Co.—															
	Main Channel Prism	497,763					$0 23¾	$ 118,218 71								
	Surface Ditches	1,147					23¾	272 41								
	River Diversion Prism				65,308		23¾					$ 15,510 65				
	River Diversion Ditches				1,606		23¾					381 43				
	Levee Borrow				91,320		23¾					21,688 50				
	Totals for Ricker, Lee & Co.	**498,910**			**158,234**			**$ 118,491 12**				**$ 37,580 58**				
	Weir, McKechney & Co.	**382,717**					$ 29½	**$ 112,901 52**								

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
	Gahan & Byrne—															
	Main Channel Prism	186,157					$ 29½	$ 54,916 32								
	Main Channel Prism		37,448				90		$ 33,703 20							
	Surface Ditches	2,009					29½	592 65								
	Revetment Construction—															
	Excavation	23,254					29½	6,859 93								
	Revetment, 22,413 cu. yds.						45				$ 10,085 85					
	Slides and excavation outside of Prism	12,332					29½	3,637 94								
	Totals for Gahan & Byrne	**223,752**	**37,448**					**$ 66,006 84**	**$ 33,703 20**		**$ 10,085 85**					
F	McArthur Bros.—															
	Spillway—															
	Excavation				4,713		$ 0 69.9					$ 3,294 60				
	Construction													$ 17,223 81		
	Excavation near Spillway				16,500		70.6					11,653 09				
	Totals for McArthur Bros				**21,213**							**$ 14,947 69**		**$ 17,223 81**		
	Raising Santa Fe Bridge No. 5													$ 5,875 65		
	Totals for section	**1,105,379**	**37,448**		**179,447**			**$ 297,399 48**	**$ 33,703 20**		**$ 10,085 85**	**$ 52,528 27**		**$ 23,099 46**		
	Streeter & Kenefick—															
	Main Channel Prism	467,640					$ 0 27½	$ 128,601 00								
	River Diversion Prism				68,769		27½					$ 18,911 47				
	Borrow Pits for Levee				21,385		27½					5,880 88				
	River Diversion Ditches				5,564		27½					1,530 10				
	Overhaul 9,641 cu. yds. material						26.8							$ 2,579 45		
	Ballasting Summit Highway													190 01		
	Removal I. & M. Canal Bridge															$ 260 00
	Totals under Streeter & Kenefick contract	**467,640**			**95,718**			**$ 128,601 00**				**$ 26,322 45**		**$ 2,769 46**		**$ 260 00**
	Angus & Gindele—															
	Main Channel Prism	893,689					$ 0 27	$ 241,296 03								
	Surface Ditches	4,563					27	1,232 01								
	Removal of Ricker, Lee & Co.'s Levee	416					27	112 32								
	Totals for Angus & Gindele	**898,668**						**$ 242,640 36**								
E	Halvorson, Richards & Co.—															
	Main Channel Prism	324,723					$ 0 27	$ 87,675 21								
	Main Channel Prism		212,675				70		$ 148,872 50							
	Revetment Construction—															
	Excavation	201,590					27	54,429 30								
	Revetment, 193,157 cu. yds						45				$ 86,920 65					
	Slope Paving, 1,702 cu. yds						2 00				3,404 00					
	Removing Dam between Sections D and E										493 10					
	C. T. T. R. R. Co.'s Temporary Bridge over Main Channel														$ 7,227 12	
	C. T. T. R. R. Co.'s Temporary Bridge over Desplaines River														4,482 59	
	Lyons-Summit Temporary Bridge over Main Channel	6,726													4,358 02	
	Totals under Halvorson, Richards & Co.'s contract	**533,030**	**212,675**					**$ 142,104 51**	**$ 148,872 50**		**$ 90,817 75**				**$ 16,067 73**	
	Totals for section	**1,899,347**	**212,675**		**95,718**			**$ 513,345 87**	**$ 148,872 50**		**$ 90,817 75**	**$ 26,322 45**		**$ 2,769 46**	**$ 16,067 73**	**$ 260 00**
D	Totals for section (for itemization of same see pages 4628-9 of Proceedings of 1898)	**1,934,890**	**87,030**					**$ 511,536 54**	**$ 80,502 75**					**$ 2,880 54**		
C	Totals for section (for itemization of same see pages 5750-1 of Proceedings of 1899)	**1,881,545**			**170,788**			**$ 442,163 09**			**$ 1,179 50**	**$ 40,135 18**				**$ 781 63**
B	Totals for section (for itemization of same see pages 4630-1 of Proceedings of 1898)	**1,570,036**	**15,586**		**212,486**			**$ 423,909 72**	**$ 14,806 70**		**$ 270 00**	**$ 57,371 22**		**$ 2,080 12**		**$ 150 00**
A	Totals for section (for itemization of same see pages 4630-1 of Proceedings of 1898)	**2,560,648**	**13,312**		**359,353**			**$ 784,198 45**	**$ 10,649 60**		**$ 6,736 03**	**$ 95,631 58**		**$ 20,110 15**		

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
1	Totals for section (for itemization of same see pages 5750-1 of Proceedings of 1899)	1,282,267	554,326	68,256	174,655	.....	.....	$ 531,211 77	$ 443,460 80	$ 197,942 40	$ 38,045 40	$ 142,893 88	.....	$ 1,014 41	$ 1,912 00	$ 30 00
2	Totals for section (for itemization of same see pages 4632-3 of Proceedings of 1898)	724,905	483,750	38,506	119,234	.....	.....	$ 355,924 00	$ 387,000 00	$ 134,771 00	.....	$ 63,190 86	.....	.....	.....	$ 90 00
3	Main Channel Prism	73,310	.....	.....	.....	.....	$ 0 27	$ 19,793 70	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	352,395	.....	.....	.....	.....	56	197,341 20	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	755,771	.....	.....	.....	76	.....	$ 574,385 96	.....	.....	.....	.....	.....	.....	.....
	Scabbling for Retaining Wall Foundations	.....	5,007	.....	.....	.....	76	.....	3,805 32	.....	.....	.....	.....	.....	.....	.....
	Scabbling for Retaining Wall Foundations, Force Account	.....	149.1	.....	.....	.....	1 50	.....	223 65	.....	.....	.....	.....	.....	.....	.....
	Retaining Wall	.....	.....	14,039	.....	.....	3 25	.....	.....	$ 45,626 75	.....	.....	.....	.....	.....	.....
	Retaining Wall, Force Account	.....	.....	180.4	.....	.....	5 50	.....	.....	992 20	.....	.....	.....	.....	.....	.....
	Construction of Koch's Platform	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 338 42	.....	.....
	Totals for section	425,705	760,927.1	14,219 4	.....	.....	.....	$ 217,134 90	$ 578,414 93	$ 46,618 95	.....	.....	.....	$ 338 42	.....	.....
4	Main Channel Prism	48,593	.....	.....	.....	.....	$ 0 27	$ 13,120 11	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	1,048,153	.....	.....	.....	.....	49	513,594 97	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	255,487	.....	.....	.....	80	.....	$ 204,389 60	.....	.....	.....	.....	.....	.....	.....
	Scabbling for Retaining Wall foundation	.....	6,941	.....	.....	.....	80	.....	5,552 80	.....	.....	.....	.....	.....	.....	.....
	Retaining Wall	.....	.....	68,169	.....	.....	3 50	.....	.....	$ 238,591 50	.....	.....	.....	.....	.....	.....
	Back filling at site of abandoned pumping plant, 1,606 cu. yds., Force Account	.....	.....	.....	.....	.....	45	.....	.....	.....	$ 722 70	.....	.....	.....	.....	.....
	River Diversion Prism, Force Account	.....	.....	.....	106,803	.....	50.1	.....	.....	.....	.....	$ 53,545 24	.....	.....	.....	.....
	River Diversion Prism, Force Account	.....	.....	.....	.....	17,857	1 47	.....	.....	.....	.....	.....	$ 26,249 79	.....	.....	.....
	Overhaul to River Diversion Levee, 46,792 cu. yds	.....	.....	.....	.....	.....	07½	.....	.....	.....	.....	.....	.....	$ 3,509 40	.....	.....
	Repairing Illinois and Michigan Canal Bridge	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 85 25
	Totals for section	1,096,746	262,428	68,169	106,803	17,857	.....	$ 526,715 08	$ 209,942 40	$ 238,591 50	$ 722 70	$ 53,545 24	$ 26,249 79	$ 3,509 40	.....	$ 85 25
5	Totals for section (for itemization of same see pages 4632-3 of Proceedings of 1898)	952,526	378,609	56,059 1	12,256	.....	.....	$ 287,840 20	$ 278,277 61	$ 182,192 07	$ 897 40	$ 6 237 84	.....	$ 415 80	.....	.....
6	Main Channel Prism	24,100	.....	.....	.....	.....	$ 0 22	$ 5,302 00	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	659,148	.....	.....	.....	.....	27	187,969 96	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	545,873	.....	.....	.....	73½	.....	$ 401,216 66	.....	.....	.....	.....	.....	.....	.....
	Scabbling for Retaining Wall foundation	.....	3,482	.....	.....	.....	73½	.....	2,559 27	.....	.....	.....	.....	.....	.....	.....
	Retaining Wall	.....	.....	30,361.7	.....	.....	3 25	.....	.....	$ 98,675 52	.....	.....	.....	.....	.....	.....
	Concrete under Retaining Wall, Force Account	.....	.....	.....	.....	.....	.....	.....	.....	.....	$ 558 59	.....	.....	.....	.....	.....
	Repairing Retaining Wall, Force Account	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,822.96	.....	.....	.....	.....	.....
	River Diversion Prism	.....	.....	.....	118,647	.....	27	.....	.....	.....	.....	$ 32,034 69	.....	.....	.....	.....
	Embankment, 24,701 cu. yds	.....	.....	.....	.....	.....	65	.....	.....	.....	.....	.....	.....	$ 16,055 65	.....	.....
	Rip-rap on levee, 4,593 cu. yds	.....	.....	.....	.....	.....	63	.....	.....	.....	.....	.....	.....	2,893 59	.....	.....
	Hard material on levee, 14,938 cu. yds	.....	.....	.....	.....	.....	25	.....	.....	.....	.....	.....	.....	3,734 50	.....	.....
	Raising levee, 2,707 cu. yds	.....	.....	.....	.....	.....	27	.....	.....	.....	.....	.....	.....	730 89	.....	.....
	Suppressing fires on levee	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	462 05	.....	.....
	Totals for section	683,248	549,355	30,361.7	118,647	.....	.....	$ 183,271 96	$ 403,775 93	$ 98,675 52	$ 3,381 55	$ 32,034 69	.....	$ 23,876 68	.....	.....
7	Totals for section (for itemization of same see pages 4634-5 of Proceedings of 1898)	181,721	890,939	6,179 9	97,917	43,102	.....	$ 47,247 46	$ 654,840 17	$ 20,084 67	$ 372 44	$ 25,458 42	$ 31,679 97	$ 9,054 80	.....	$ 8,758 00
8	Main Channel Prism	43,578	.....	.....	.....	.....	$ 0 26	$ 11,330 28	.....	.....	.....	.....	.....	.....	.....	.....
	Approaches to Stephens Street Bridge	6,592	.....	.....	.....	.....	26	1,713 92	.....	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	1,140,408	.....	.....	.....	74¾	.....	$ 852,454 98	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	5,500	.....	.....	.....	63	.....	3,465 00	.....	.....	.....	.....	.....	.....	.....
	Main Channel Prism	.....	14,160	.....	.....	.....	1 12½	.....	15,930 00	.....	.....	.....	.....	.....	.....	.....
	Scabbling for Retaining Wall foundation	.....	723	.....	.....	.....	74¾	.....	540 44	.....	.....	.....	.....	.....	.....	.....
	Retaining Wall	.....	.....	2,874.9	.....	.....	3 25	.....	.....	$ 9,343 43	.....	.....	.....	.....	.....	.....
	River Diversion Prism	.....	.....	.....	57,766	.....	26	.....	.....	.....	.....	$ 15,019 16	.....	.....	.....	.....
	Approaches to Stephens Street Bridge	.....	.....	.....	136	.....	26	.....	.....	.....	.....	35 36	.....	.....	.....	.....
	River Diversion Prism	.....	.....	.....	.....	99,399	74¾	.....	.....	.....	.....	.....	$ 74,300 76	.....	.....	.....
	Tunnel and open cut under A., T. & S. F. Ry. Co.'s old right of way—															
	Excavation Prism	.....	121.1	.....	.....	.....	1 50	.....	181 65	.....	.....	.....	.....	.....	.....	.....
	Tunneling, 92 lin. ft	.....	.....	.....	.....	.....	6 00	.....	.....	.....	$ 552 00	.....	.....	.....	.....	.....

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
	Mason, Hoge, King & Co.'s settlement of claims—															
	Extra cost, account failure to furnish right of way										$ 4,718 00					
	Repairing levee													$ 93 55		
	Building Stephens Street Road															$ 209 86
	Agnew & Co.'s claims										2,000 00					
	Moving cable towers										2,992 15					
	Moving telegraph lines										487 58					
	A., T. & S. F. Ry. Co.'s temporary bridge over Desplaines River														$ 18,738 80	
8	Stephens Street temporary bridge over Main Channel														1,115 09	
	Suppressing fire on and repairing levee													245 07		
	Cleaning tunnel under A., T. & S. F. Ry. Co.'s right of way										324 87					
	Material for cofferdam in Main Channel										240 35					
	Stephens Street improvement															1,000 00
	Quarrying dimension stone, 1,370.2 cu. yds															1,370 20
	Totals for section	50,170	1,160,912.1	2,874.9	57,902	99,399		$ 13,044 20	$ 872,572 07	$ 9,343 43	$ 11,314 95	$ 15,054 52	$ 74,300 76	$ 328 62	$ 19 853 89	$ 2,580 06
9	Totals for section (for itemization of same see pages 4634-5 of Proceedings of 1898)	76,692	1,003,769		40,763	16,873		$ 19,939 92	$ 771,898 36		$ 3,000 00	$ 10,598 38	$ 12,975 34		$ 1,012 30	
10	Totals for section (for itemization of same see pages 5752-3 of Proceedings of 1899)	31,743	1,141,890		30,313	58,276		$ 7,935 75	$ 913,512 00		$ 7 04	$ 7,578 25	$ 46,620 80	$ 24,530 53		$ 8,952 33
11	Totals for section (for itemization of same see pages 4636-7 of Proceedings of 1898)	44,021	989,711		12,699	15,677		$ 13,316 35	$ 784,345 97		$ 55 18	$ 6,625 21	$ 18,183 29	$ 19,045 92		
	Main Channel Prism	29,309					$ 0 30¼	$ 8,865 97								
	Approaches to Romeo Highway Bridge	12,470					30¼	3,772 17								
	Temporary road at Romeo	1,619					30¼	489 75								
	Side pockets	632					30¼	191 18								
	Main Channel Prism		978,183				79¼		$ 775,210 03							
	Side pockets		20,526				79¼		16,266 85							
	Dry Rubble Retaining Wall			17.44			1 66			$ 28 95						
	Cement Rubble Retaining Wall			9,269.5			3 50			32,443 25						
12	River Diversion Prism				11,739		30¼					$ 3,551 05				
	Draining Goose Lake, Prism, Force Account					7,475	1 96						$ 8,942 88			
	Core for levee													$ 7,541 87		
	Romeo Righway improvement (Dan'l Sullivan contract)													1,732 72		
	Romeo Road Temporary Bridge over Main Channel														$ 1,086 87	
	Temporary roadway at Romeo										$ 392 54					
	Concreting clay pockets, Force Account		4,051	3,849.19							22,246 02					
	Estimated prospective charges, account concreting clay pockets										1,000 00					
	Totals for section	44,030	1,002,760	13,136.13	11,739	7,475		$ 13,319 07	$ 791,476 88	$ 32,472 20	$ 23,638 56	$ 3,551 05	$ 8,942 88	$ 9,274 59	$ 1,086 87	
	Main Channel Prism	33,037					$ 0 26	$ 8,589 62								
	Side pockets	773					26	200 98								
	Main Channel Prism		1,008,475				74¾		$ 753,835 06							
	Side pockets		25,190				74¾		18,829 53							
13	Retaining Wall			10,838			3 50			$ 37,933 00						
	Concreting clay pockets, Force Account		1,813				1 00				$ 1,813 00					
	Totals for section	33,810	1,035 478	10,838				$ 8 790 60	$ 772,664 59	$ 37,933 00	$ 1,813 00					
	Main Channel Prism	166,701					$ 0 20	$ 33,340 20								
	Main Channel Prism	213,119					36	76,722 84								
	Side pockets	345					20	69 00								
	Main Channel Prism		1,013,396				73		$ 739,779 08							
	Side pockets		3,029				73		2,211 17							
	Scabbling for Retaining Wall foundation		6,371				38		2,420 98							
	Concrete Retaining Wall			23,567.8			2.74			$ 64,575 77						
14	Backfilling, 88,129 cu. yds						14				$ 12,338 06					
	Concreting gap in Retaining Wall at site of pumping plant									48 38						
	Estimated prospective charges account concreting gap in retaining wall									1,000 00						
	Totals for section	380,165	1,022,796	23,567.8				$ 110,132 04	$ 744,411 23	$ 65,624 15	$ 12,338 06					

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
15	Totals for section (for itemization of same see pages 4636-7 of Proceedings for 1898)	**35,324**	**647.039**	**44.811.2**	**619**			**$ 6,711 56**	**$ 381,753 01**	**$ 152,358 08**	**$ 11,093 20**	**$ 117 61**				
Disposal Works.	Christie & Lowe—															
	Excavation		1,238				$0 59		$ 730 42							
	Concrete, 836.8 cu. yds						5 00				$ 4,184 00					
	Lump sum for sluice gates										120,000 00					
	Lump sum for Bear Trap										58,000 00					
	Delays in work and increased cost of parallel motion device less amount advanced on repainting metal work on Bear Trap Dam										4,490 00					
	Totals for Christie & Lowe's regular contract		**1,238**						**$ 730 42**		**$ 186,674 00**					
	Griffiths & McDermott Construction Company—															
	Excavation		8,873				$ 2 00		$ 17,746 00							
	Concrete, 2,878.9 cu. yds						3 60				$ 10,364 04					
	Concrete, 2,532.3 cu. yds						4 60				11,648 58					
	Concrete, 5,206.1 cu. yds						3 00				15,618 30					
	Lump sum for metal and lumber										14,200 00					
	Settlement of claims										4,063 65					
	Totals for Griffiths & McDermott's regular contract and claims		**8.873**						**$ 17,746 00**		**$ 55,894 57**					
	Extra work, account Bear Trap Dam—															
	Repainting iron work										$ 1,025 40					
	Labor and material, account anchoring superstructure										440 56					
	Completing abutments and shrouds										2,715 72					
	Extra sheathing of down stream leaf										197 79					
	Manholes in down stream leaf										98 90					
	Installation of parallel motion device										1,410 42					
	New cable to weir tubes										63 06					
	Estimated prospective charges, account extra work										2,000 00					
	Total for extras on Bear Trap Dam										**$ 7,951 85**					
	Extra work, account Sluice Gates															
	Removing material, account construction of bulk heads										$ 231 23					
	Repainting metal work										1,351 57					
	Total for extras on Sluice Gates										**$ 1,582 80**					
	Construction of sidewalk, platform and cinder path										$ 402 62					
	Totals for Disposal Works		**10.111**						**$ 18,476 42**		**$ 252,505 84**					
16	Glacial Drift	83,679					$0 39	$ 32,634 81								
	Solid Rock		118,688				39		$ 46,288 32							
	Lockport Temporary Road										$ 1,860 27					
	Removal of bridge from Wire Mills Road										75 00					
	Extra compensation account delays, 49,963 cu. yds. excavation						31				15,488 53					
	Wire Mills Temporary Bridge and roadway														$ 1,500 00	
	Totals for section	**83.679**	**118.688**					**$ 32.634 81**	**$ 46.288 32**		**$ 17,423 80**				**$ 1,500 00**	
17	Regular Contract—															
	Solid rock excavation		328,560				$0 63		$ 206,992 80							
	Earth excavation	287,470					29	$ 83,366 30								
	Levee construction, 14,500 cu. yds						39				$ 5,655 00					
	Construction of open ditch										10,750 00					
	Tailrace excavation		56,100				1 43		80,223 00							
	Riprapping east bank of Upper Basin, 5,000 cu. yds						60				3,000 00					
	Completion of cribbing in Upper Basin, 700,000 ft. B. M. lumber						18 75				13,125 00					
	Sinking and filling cribbing in Upper Basin, 15,000 cu. yds. material						32				4,800 00					
	Raising Towpath retaining wall			2,500			4 80			$ 12,000 00						
	Raising Towpath 2 feet, 6,000 cu. yds						30				1,800 00					
	Concrete in wall north from Lock No. 5			2,121.6			8 85			18,776 16						
	Building, launching and floating boom										5,560 00					

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS. *Main Channel.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	*River Diversion.* Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds	Price.	VALUES. *Main Channel.* Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	*River Diversion.* Glacial Drift.	Solid Rock.	Miscellaneous.	Bridges Charged to Sections.	General.
	Miscellaneous Contracts—															
	Moving telegraph lines										$ 302 21					
	Adjustment of claims										10,000 00					
	Extra work account Pontoon Bridge										186 21					
	Repairing gate at paper mill										25 02					
	Towing boats										882 82					
	Construction, maintenance and removal of cribs										25,328 03					
	Pumping done under "special provisions" of contract										2,022 56					
	Building and repairing levee and dams										17,775 08					
17	Repairs to Towpath Bridge										65 12					
	Excavation for incline track in Tailrace										344 94					
	Extra compensation account rush work										526 75					
	Removal of soft material between crib and west levee of Upper Basin										59 01					
	Removal of material from west levee deposited from Tailrace excavation										129 40					
	Towpath Temporary Bridge														$ 480 13	
	Estimated prospective charges account miscellaneous contracts										18,000 00				300 00	
	Totals for section	287,470	384,660	4,621.6				$ 83,366 30	$ 287,215 80	$ 30,776 16	$ 120,337 15				$ 780 13	
	Regular Contract—															
	Excavation in Desplaines River	175,000					$ 0 45.2	$ 79,100 00								
	Excavation in I. & M. Canal	3,648.7					58	2,116 25								
	Levee embankment, 77,249.6 cu. yds						22	16,994 91								
	Removal of Dams Nos. 1 and 2 and Adams' Dam, lump sum										$ 4,000 00					
	Retaining wall			6,300			4 05			$ 25,515 00						
	Excavation for retaining wall	2,600					36	936 00								
	Repair of I. & M. Canal Lock No. 5, excavation		2,037.5				1 40		$ 3,056 25							
	Repair of I. & M. Canal Lock No. 5, concrete, 1,720.11 cu. yds						6 00				10,320 66					
	Construction and removal of levee, 5,300 lin. ft						8 00				42,400 00					
	Fifty foot excavation in Channel		15,000				1 10		16,500 00							
	Overhaul on levee material, 4,394,000 cu. yds						00¾				32,955 00					
	Tailrace excavation		29,000				1 83		53,070 00							
	Overhaul on Tailrace excavation, 690,000 cu. yds						00¾				5,175 00					
	Protection wall concrete, 218.72 cu. yds						6 00				1,312 32					
	Cofferdam construction and removal, 730 lin. ft						8 00				5,840 00					
	Granite concrete, 50 cu. yds						15 00				750 00					
	Excavation, protection wall, etc		137.6				1 50		206 40							
	Construction of conduit, with brick lining, lump sum										12,065 00					
	Construction of new dam										26,000 00					
	Construction of cofferdam at Lock No. 5										4,000 00					
	Construction of cofferdam at guard lock										3,500 00					
18	Removal of guard lock										7,200 00					
	Extension of crib work										1,550 00					
	Construction of box drain										5,500 00					
	Construction of sluice gates										1,850 00					
	Extension of Washington and Jefferson Street sewers										1,450 00					
	Extension of Penitentiary ditch, earth excavation	843.7					60	506 22								
	Extension of Penitentiary ditch, rock excavation		550.2				90		495 18							
	Cass Street rock excavation		900				2 50		2,250 00							
	Retaining wall riprap, 600 cu. yds						45			270 00						
	Excavation under Jefferson Street Temporary Bridge		1,800				2 50		4,500 00							
	McDonough Street embankment fill, 3,556 cu. yds						1 00				3,556 00					
	Intercepting ditch, solid rock excavation		2,240.8				90		2,016 72							
	Intercepting ditch, earth excavation	2,240.8					60	1,344 48								
	Extra concrete for dam and conduit, 1,550 cu. yds						9 00				13,950 00					
	Repair of Towpath wall			504.4			4 80			2,421 12						
	Extra concrete in sluice gates, 96.51 cu. yds						9 00				868 59					
	Extra excavation at guard lock		457.2				1 50		685 80							
	Back-filling Lock No. 5 and Towpath wall, 600 cu. yds						30				180 00					
	Extra excavation, dam and conduit		6,500				1 83		11,895 00							
	Illinois and Michigan Canal riprap, 14,116.7 cu. yds						45				6,352 52					
	Extra compensation for rock excavation								22,100 00							
	Miscellaneous Contracts—															
	Construction of Dam No. 1 and conduit										10,538 50					
	Construction of Lock No. 5										2,769 12					

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 1—*Continued.*

DETAILED REVISED ESTIMATE OF MAIN CHANNEL, RIVER DIVERSION AND GENERAL CONSTRUCTION WORK, JANUARY 1, 1900.

Section.	DESIGNATION.	CUBIC YARDS.					Price.	VALUES.								
		Main Channel.			*River Diversion.*			*Main Channel.*				*River Diversion.*			Bridges Charged to Sections.	General.
		Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Retain'g Wall. Cu. Yds.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds		Glacial Drift.	Solid Rock.	Retaining Wall.	Miscellaneous.	Glacial Drift.	Solid Rock.	Miscellaneous.		
18	Miscellaneous Contracts—															
	Construction and repair of crib										$ 26,766 82					
	Repairs to Jackson Street Bridge										2,794 66					
	Removing obstructions										621 96					
	Extra work account retaining wall										9 50					
	Temporary gate and flume at Dam No. 1										903 09					
	Construction and operation of sluice gates south of McDonough Street										476 10					
	Removal of guard lock										50 60					
	Extra work account Main Channel excavation										20 70					
	Extra work account levee embankment										116 18					
	Towing canal boats below Lock No. 5 account increased current										127 59					
	Extra work account intercepting ditch										27 60					
	Jefferson Street Temporary Bridge														$ 13,085 47	
	C., R. I. & P. Ry. Co.'s Temporary Bridge														5,057 80	
	Estimated prospective charges account miscellaneous contracts										75,000 00				3,800 00	
	Totals for section	184.333 2	58.623.3	6.804.4				$ 100 997 86	$ 116.775 35	$ 28.206 12	$ 310.997 51				$ 21.943 27	
	GRAND TOTALS	28.376.035.3	12.822.822.5	388.405.13	1.801.339	258.659		$8,193.671 54	$ 9,745.636 59	$ 1 275 589 25	$1,515 525 26	$ 638.874 65	$ 218.952 83	$ 142.328 90	$ 238.803 06	$21.687 27

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2.

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft.	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Temporary Bridge Values Charged to Sections—																
Section O																$ 146,750 38
Section N																3,600 69
Section K																24,295 80
Section E																16,067 73
Section 1																1,912 00
Section 8																19,853 89
Section 9																1,012 30
Section 12																1,086 87
Section 16																1,500 00
Section 17																780 13
Section 18																21,943 27
Totals for temporary bridges charged to sections																$ 238,803 06
Van Buren Street Approach Span, Chicago River—																
Masonry	24					$ 8 73.1	$ 209 54									
Excavation		2,800				1 04.8		$ 2,934 40								
Piles delivered, 2,200 lin. ft						20			$ 440 00							
Piles driven			2,200			42			924 00							
Timber in temporary work, sheet piling and bracing				82,505		38 42				$ 3,169 84						
Timber in foundation				37,248		52 39				1,951 42						
Portland cement concrete					808.71	9 08					$ 7,343 09					
Old masonry removed, 600 cu. yds						1 74.6						$ 1,047 60				
Granite pavement relaid, 111 sq. yds						2 38 1						264 29				
Cedar block pavement, 280 sq. yds						1 74.6						488 88				
Excavation of spoil, 2,800 cu. yds						19						532 00				
Hauling spoil to Lake Front Park, 2,800 cu. yds						16						448 00				
Estimated prospective charges account extra work															$ 2,500 00	
Totals for substructure, etc	24	2,800	2,200	119,753	808.71		$ 209 54	$ 2,934 40	$ 1,364 00	$ 5,121 26	$ 7,343 09	$ 2,780 77	$ 19,753 06		$ 2,500 00	
Lump sum price for superstructure ($6,750.00+27%)														$ 8,572 50		
Estimated prospective charges account extra work															$ 1,180 00	
Totals for superstructure														$ 8,572 50	$ 1,180 00	
Totals for Van Buren Street Approach Span	**24**	**2,800**	**2,200**	**119,753**	**808.71**		**$ 209 54**	**$ 2,934 40**	**$ 1,364 00**	**$ 5,121 26**	**$ 7,343 09**	**$ 2,780 77**	**$ 19,758 06**	**$ 8,572 50**	**$ 3,680 00**	**$ 32,005 56**
Chicago Terminal Transfer Railroad Company's Bridge across Chicago River—																
Masonry	1,000					$ 13 00	$ 13,000 00									
Excavation		20,000				50		$ 10,000 00								
Piles delivered, 75,000 lin. ft						18			$ 13,500 00							
Piles driven in foundation and pier protections			34,000			30			10,200 00							
Piles driven in cofferdam, 200						5 00			1,000 00							
Piles driven on a batter, 140						8 00			1,120 00							
Sheet piling and bracing				300,000		34 00				$ 10,200 0						
Timber in pier protection				6,000		44 00				264 00						
Natural cement concrete					7,100	5 75					$ 40,825 00					
Removal of old dock, 222 lin. ft						2 00						$ 444 00				
Removal of old abutment, 214.52 cu. yds						3 00						643 56				
Pulling of old piles, 206						4 00						824 00				
C. T. T. R. R. Co. for changing power machinery interlocking system, tracks, etc.												60,000 00				
Laying of air pipe												1,000 00				
Estimated prospective charges account extra work, etc															$ 3,000 00	
Totals for substructure, etc	1,000	20,000	34,000	306,000	7,100		$ 13,000 00	$ 10,000 00	$ 25,820 00	$ 10,464 00	$ 40,825 00	$ 62,911 56	$ 163,020 56		$ 3,000 00	
Lump sum price for superstructure														$ 214,500 00		
Design of bridge (Scherzer Rolling Lift Bridge Company)														25,333 33		
Estimated prospective charges account extra work, etc															$ 16,000 00	
Totals for superstructure														$ 239,833 33	$ 16,000 00	
Totals for C. T. T. R. R. Co.'s Bridge	**1,000**	**20,000**	**34,000**	**306,000**	**7,100**		**$ 13,000 00**	**$ 10,000 00**	**$ 25,820 00**	**$ 10,464 00**	**$ 40,825 00**	**$ 62,911 56**	**$ 163,020 56**	**$ 239,833 33**	**$ 19,000 00**	**$ 421,853 89**
Taylor Street Bridge across Chicago River—																
Masonry	140.88					$ 15 40	$ 2,169 55									
Excavation		2,933.6				55		$ 1,613 48								
Piles delivered, 19,405 lineal feet						20			$ 3,881 00							
Piles driven in foundation			6,242			33			2,059 86							
Piles driven in protection			5,750			30			1,725 00							

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Taylor Street Bridge across Chicago River—																
Piles driven on a batter, 74						$ 15 00			$ 1,110 00							
Piles driven in cofferdam			3,255			25 00			813 75							
Sheet piling and bracing				286,895		40 00				$ 11,475 80						
Timber in pier protection				9,012		50 00				450 60						
Portland cement concrete					1,088.78	6 60					$ 7,185 95					
Removal of work												$ 2,200 00				
Stone cutting in rocker pits												219 08				
Rebuilding shaft and sewer												369 01				
Totals substructure	140.88	2,933.6	15,247	295,907	1,088.78		$ 2,169 55	$ 1,613 48	$ 9,589 61	$ 11,926 40	$ 7,185 95	$ 2,788 09	$ 35,273 08			
Lump sum price for superstructure														$ 52,000 00		
Design of bridge (Scherzer Rolling Lift Bridge Company)														12,666 67		
Totals for Taylor Street bridge	**140.88**	**2,933.6**	**15,247**	**295,907**	**1,088.78**		**$ 2,169 55**	**$ 1,613 48**	**$ 9,589 61**	**$ 11,926 40**	**$ 7,185 95**	**$ 2,788 09**	**$ 35,273 08**	**$ 64,666 67**		**$ 99,939 75**
Southwest Boulevard Bridge across Main Channel, Section O—																
Masonry	2,039.83					$ 6 71	$ 13,687 26									
Excavation		7,464.5				49¼		$ 3,694 93								
Piles			6,004			27½			$ 1,651 10							
Timber in foundation				10,560		28 60				$ 302 02						
Portland cement concrete					1,670.61	7 31½					$ 12,220 51					
Natural cement concrete					711.5	5 00					3,557 50					
Cofferdam												$ 8,814 85				
Additional cost Bedford stone												3,845 00				
Excavation, account original design		1,289				45		580 05								
Piles, account original design			4,809			25			1,202 25							
Benezette William's contract less 142.8 cubic yards stone at $1.10 = $157.08, sold for Eight-track bridge												10,209 91				
Grading north approach		1,120				21		235 20								
Filling cinders in approach, 2,388 cubic yards						33						788 04				
Crushed stone and spreading same on approaches, 723.52 cubic yards						2 00						1,447 04				
Repairing approaches												46 62				
Extra work stone cutting												116 00				
Construction of plank sidewalk, 586 lineal feet						39						228 54				
Hauling 200,000 cubic yards material to Southwest Boulevard and Douglas Park as compensation to West Chicago Park Commissioners						20						40,000 00				
Totals for substructure, etc	2,039.83	9,873.5	10,813	10,560	2,382.11		$ 13,687 26	$ 4,510 18	$ 2,853 35	$ 302 02	$ 15,778 01	$ 65,496 00	$ 102,626 82			
Totals for superstructure														$ 53,045 06		
Estimated prospective charges account extra work															$ 6,500 00	
Totals for Southwest Boulevard bridge	**2,039.83**	**9,873.5**	**10,813**	**10,560**	**2,382.11**		**$ 13,687 26**	**$ 4,510 18**	**$ 2,853 35**	**$ 302 02**	**$ 15,778 01**	**$ 65,496 00**	**$ 102,626 82**	**$ 53,045 06**	**$ 6,500 00**	**$ 162,171 88**
Eight-Track Bridge across Main Channel, Section O—																
Masonry	2,728.83					$ 12 00	$ 32,745 96									
Portland cement concrete					11,928.37	5 50					$ 65,616 04					
Auxiliary work, including excavation of bridge pit												$ 65,000 00				
Lump sum allowance for rush work												120,000 00				
Overhaul excavated material beyond contract limit												3,787 44				
Expenses account furnishing cement to contractors (less $25.90 chargeable to Belt Bridge)												3,731 32				
Construction and removal of dams												15,346 15				
Resetting anchorage on piers												263 17				
Sundry expenses of railroad companies												847 19				
Totals for substructure, etc	2,728.83				11,928.37		$ 32,745 96				$ 65,616 04	$ 208,975 27	$ 307,337 27			
Lump sum for superstructure														$ 250,565 00		
Cost of Scherzer Rolling Lift Bridge design														35,000 00		
Cost of Strobel design														3,000 00		
Abandoned extra superstructure ($22,800.85) less portion transferred to C., M. & N. Ry. Co.'s Bridge over Kedzie Avenue ($4,090.00)														* 18,710 85		
Total for superstructure														$ 307,275 85		
Estimated prospective charges account extra work															$ 110,000 00	
Totals for Eight-Track Bridge	**2,728 83**				**11,928.37**		**$ 32,745 96**				**$ 65,616 04**	**$ 208,975 27**	**$ 307,337 27**	**$ 307,275 85**	**$ 110,000 00**	**$ 724,613 12**

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft.	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Chicago, Madison & Northern Ry. Co.'s Bridge across Main Channel, Section N—																
Masonry	2,239.3					$ 9 40	$ 21,049 22									
Excavation		14,873				36		$ 5,354 28								
Piles delivered, 9,791 lineal feet						14			$ 1,370 74							
Piles driven			5,948			06½			386 62							
Timber in foundation				17,712		22 00				$ 389 66						
Portland cement concrete					1,747.7	5 00					$ 8,738 50					
Natural cement concrete					249.77	3 30					824 24					
Extra cost Main Channel excavation, 99,610 cubic yards material						10						$ 9,961 00				
Raising Santa Fe tracks near Kedzie Avenue												13,950 65				
Moving fence west of Kedzie Avenue												13 20				
Construction of embankment for new alignment, including		4,380				23						10,880 81				
Track-laying and ballasting new alignment $32,096.67, less $2,120.94 for steel rails sold												30,055 73				
Repairing south abutment												1,094 88				
Use of 1,850 square feet land during construction of new alignment												144 96				
Totals for substructure, etc.	2,239.3	19,253	5,948	17,712	1,997.47		$ 21,049 42	$ 5,354 28	$ 1,757 36	$ 389 66	$ 9,562 74	$ 66,101 23	$ 104,214 69			
Lump sum price for superstructure														$ 72,531 39		
Iron covers over center piers														9 38		
Totals for superstructure														$ 72,540 77		
Totals for Chicago, Madison & Northern R. R. Co.'s Bridge	**2.239.3**	**19.253**	**5,948**	**17,712**	**1.997.47**		**$ 21.049 42**	**$ 5.354 28**	**$ 1.757 36**	**$ 389 66**	**$ 9.562 74**	**$ 66.101 23**	**$ 104,214 69**	**$ 72,540 77**		**$ 176.755 46**
Chicago, Madison & Northern R. R. Co.'s Bridge across Kedzie Avenue, Section N—																
Masonry	33.88					$ 16 00	$ 542 08									
Excavation		1,909				56		$ 954 50								
Portland cement concrete					561.81	7 00					$ 3,932 67					
Building box drain (excavation $720.00, building box $421.91)		960				75						$ 1,141 91				
Improving roadway under bridge, 201.96 cubic yards concrete and screenings						1 50						302 94				
Totals for substructure, etc.	33.88	2,869			561.81		$ 542 08	$ 954 50			$ 3,932 67	$ 1,444 85	$ 6,874 10			
Three girders and two floor systems transferred from Panhandle Bridge site, 200,400 pounds						$ .0204								$ 4,090 00		
Framing false work and erecting girders														500 00		
Cutting off ends of old stringers, reframing same, etc														228 25		
Riveting up girders and floor														325 00		
Furnishing and laying floor timber, 7,968 feet, B. M						28 00								223 10		
Furnishing paint and painting girders														92 50		
Freight and switching charges on girders														80 00		
Loading and unloading girders from cars and cribbing same														590 00		
Totals for superstructure														$ 6,128 85		
Totals for Chicago, Madison & Northern R. R. Co.'s Bridge	**33.88**	**2,869**			**561.81**		**$ 542 08**	**$ 954 50**			**$ 3.932 67**	**$ 1,444 85**	**$ 6.874 10**	**$ 6,128 85**		**$ 13,002 95**
Kedzie Avenue Bridge across Main Channel, Section N—																
Masonry	1,344.68					$ 6 90	$ 9,278 29									
Excavation		5,380				35		$ 1,883 00								
Portland cement concrete					1,263.32	5 00					$ 6,316 60					
Natural cement concrete					278.84	3 25					906 23					
Grading approaches to bridge		1,721				23						$ 395 83				
Extra cost of Main Channel excavation, 28,081 cubic yards material						10						2,808 10				
Taking care of spring under pier												27 73				
Furnishing and spreading crushed stone on approaches and repairing sub grade, 66.33 cubic yards						1 25						164 30				
Cutting down sidewalk elevation												23 50				
Construction of plank sidewalk												248 43				
Totals for substructure, etc.	1,344.68	7,101			1,542.16		$ 9,278 29	$ 1,883 00			$ 7,222 83	$ 3,667 89	$ 22,052 01			
Totals for superstructure														$ 21,315 00		
Totals for Kedzie Avenue Bridge	**1,344.68**	**7,101**			**1,542.16**		**$ 9.278 29**	**$ 1,883 00**			**$ 7,222 83**	**$ 3,667 89**	**$ 22.052 01**	**$ 21,315 00**		**$ 43,367 01**
Atchison, Topeka & Santa Fe Ry. Co.'s Bridge across Main Channel, Section N—																
Masonry	1,157.93					$ 9 40	$ 10,884 54									
Excavation		5,676				36		$ 2,043 36								
Piles delivered, 5,030 lineal feet						14			$ 704 20							

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES. Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft.	Timber. Ft. B. M.	Concrete Cu. Yds.	Price.	VALUES. Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Atchison, Topeka & Santa Fe Ry. Co.'s Bridge across Main Channel, Section N—																
Piles driven			4,544			$ 0 06.5			$ 295 36							
Timber in foundation				9,408		22 00				$ 206 98						
Portland cement concrete					1,331.43	5 00					$ 6,657 15					
Transferring piles from the C. T. T. R. R. Co.'s Bridge												$ 239 26				
Construction of embankment for new alignment, including		1,769				23						662 63				
Extra cost Main Channel excavation, 24,972 cubic yards material						10						2,497 20				
Raising tracks of Santa Fe main line near 26th street line crossing												12,477 06				
Building box culvert under "Y" track												19 47				
Revetting slope in front of south abutment												543 81				
Totals for substructure, etc.	1,157.93	7,445	4,544	9,408	1,331.43		$ 10,884 54	$ 2,043 36	$ 999 56	$ 206 98	$ 6,657 15	$ 16,439 43	$ 37,231 02			
Lump sum price for superstructure														$ 43,931 12		
Iron covers over center pier and repairing same														19 67		
Total for superstructure														$ 43,950 79		
Totals for A., T. & S. F. Ry. Co.'s Bridge	**1,157.93**	**7,445**	**4,544**	**9,408**	**1,331.43**		**$ 10,884 54**	**$ 2,043 36**	**$ 999 56**	**$ 206 98**	**$ 6,657 15**	**$ 16,439 43**	**$ 37,231 02**	**$ 43,950 79**		**$ 81,181 81**
Belt Railway Company of Chicago's Bridge across Main Channel, Section K—																
Masonry in abutments	1,123					$ 11 00	$ 12,353 00									
Masonry in center pier	491.8					17 60	8,655 68									
Excavation for abutments		10,900				45		$ 4,905 00								
Excavation for center pier		2,580				72		1,857 60								
Piles delivered, 7,254 lin. ft						16			$ 1,160 64							
Portland cement concrete in abutments					1,435	5 60					$ 8,036 00					
Portland cement concrete in center pier					1,487.2	8 96					13,325 31					
Material, freight, transportation and labor, account revetting slopes in front of south abutment												$ 2,261 90				
Totals for substructure, etc.	1,614.8	13,480			2,922.2		$ 21,008 68	$ 6,762 60	$ 1,160 64		$ 21,361 31	$ 2,261 90	$ 52,555 13			
Total for superstructure														$ 131,200 00		
Estimated prospective charges account extra work															$ 50,000 00	
Totals for Belt Railway Company of Chicago's Bridge	**1,614.8**	**13,480**			**2,922.2**		**$ 21,008 68**	**$ 6,762 60**	**$ 1,160 64**		**$ 21,361 31**	**$ 2,261 90**	**$ 52,555 13**	**$ 131,200 00**	**$ 50,000 00**	**$ 233,755**
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge across Main Channel, Section G—																
Masonry	1,510.37					$ 9 40	$ 14,197 48									
Excavation		6,716				35		$ 2,350 60								
Piles delivered, 7,955 lin. ft.						14			$ 1,113 70							
Piles driven			5,748			06½			373 62							
Timber in foundation				10,704		22 50				$ 235 49						
Portland cement concrete					1,418.66	5 00					$ 7,093 30					
Completing embankment behind bridge abutments		2,953				28						$ 826 84				
Construction of embankment for new alignment		75,584				28						21,163 52				
Track-laying, ballasting and telegraph wire changes account new alignment												14,670 55				
Repairing and strengthening new roadbed												537 35				
Cutting down new roadbed, 1,442 cu. yds. material						28						403 76				
Removing fence, store and lodging house												130 23				
Draining Nickerson's ditch and camp-grounds												159 90				
Totals for substructure, etc.	1,510.37	85,253	5,748	10,704	1,418.66		$ 14,197 48	$ 2,350 60	$ 1,487 32	$ 235 49	$ 7,093 30	$ 37,892 15	$ 63,256 34			
Lump sum price for superstructure														$ 51,040 00		
Iron covers over center pier														9 38		
Totals for superstructure														$ 51,049 38		
Totals for A., T. & S. F. Ry. Co's Bridge	**1,510.37**	**85,253**	**5,748**	**10,704**	**1,418.66**		**$ 14,197 48**	**$ 2,350 60**	**$ 1,487 32**	**$ 235 49**	**$ 7,093 30**	**$ 37,892 15**	**$ 63,256 34**	**$ 51,049 38**		**$ 114,305 72**
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge across Desplaines River, Section F—																
Total proportionate cost of bridge (one-half of $38,421.45)																$ 19,210 73
Lyons-Summit Road Bridge across the Main Channel, Section F—																
Masonry	1,173.8					$ 10 50	$ 12,324 90									
Excavation		2,270				40		$ 908 00								
Piles delivered, 3,160 lin. ft.						15			$ 474 00							
Piles driven			1,501			15			225 15							
Timber in foundation				3,000		25 00				$ 75 00						

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES. Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft	Timber. Ft. B. M.	Concrete Cu. Yds.	Price.	VALUES. Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Lyons-Summit Road Bridge across the Main Channel, Section F—																
Natural cement concrete					306.6	$ 3 50					$ 1,073 10					
Portland cement concrete					556.8	6 00					3,340 80					
Stone cutting account changes in original plan												$ 45 00				
Work account saved dimension stone for bridge												60 00				
Material and work account Summit Road												9,290 82				
Filling in approaches to bridge, 2,429 cu. yds. material						27						655 83				
Building fence at bridge												44 41				
Totals for substructure, etc	1,173.8	2,270	1,501	3,000	863.4		$ 12,324 90	$ 908 00	$ 699 15	$ 75 00	$ 4,413 90	$ 10,096 06	$ 28,517 01			
Total for superstructure														$ 12,676 17		
Totals for Lyons-Summit Road Bridge	**1,172.8**	**2,270**	**1,501**	**3,000**	**863.4**		**$ 12,324 90**	**$ 908 00**	**$ 699 15**	**$ 75 00**	**$ 4,413 90**	**$ 10,096 06**	**$ 28,517 01**	**$ 12,676 17**		**$ 41,193 18**
Lyons-Summit Road Bridge across the Desplaines River, Section E—																
Bedford stone pedestals	8.21					$ 12 00	$ 98 52									
Excavation		1,414				60		$ 848 40								
Portland cement concrete					779.25	6 25					$ 4,870 31					
Portland cement concrete between pedestals					5.84	9 00					52 56					
Iron on piers, 2,818½ lbs						10						$ 281 85				
Cutting and hauling additional piece of stone coping												7 50				
Grading approaches to bridge		3,753				27						1,013 31				
Removing old roadbed		757				40						302 80				
Removing old piers, 145.6 cu. yds						75						109 20				
Improving Lyons-Summit road, 323.36 cu. yds. crushed stone						90						291 02				
Totals for substructure, etc	8.21	5,924			785.09		$ 98 52	$ 848 40			$ 4,922 87	$ 2,005 68	$ 7,875 47			
Superstructure, Massilon Bridge Company														$ 5,200 60		
Lowering truss														145 00		
Total superstructure														$ 5,345 00		
Totals for Lyons-Summit Road Bridge	**8.21**	**5,924**			**785.09**		**$ 98 52**	**$ 848 40**			**$ 4,922 87**	**$ 2,005 68**	**$ 7,875 47**	**$ 5,345 00**		**$ 13,220 47**
Chicago Terminal Transfer R. R. Co.'s Bridge across the Main Channel, Section E—																
Masonry	1,231.39					$ 9 40	$ 11,575 07									
Excavation		3,554.1				46		$ 1,634 89								
Piles delivered, 1,650 lin. ft						14			$ 231 00							
Piles driven			1,166.5			10			116 65							
Sheet piling and bracing				2,532		31 00				$ 78 49						
Timber in foundations				3,672		22 00				80 78						
Natural cement concrete					238.27	3 50					$ 833 95					
Portland cement concrete					693.13	5 00					3,465 65					
Grading approaches to bridge		1,194				27						$ 322 38				
Expenses of C. T. T. R. R. Co., account grading approaches to bridge, etc												3,406 57				
Totals for substructure, etc	1,231.39	4,748.1	1,166.5	6,204	931.4		$ 11,575 07	$ 1,634 89	$ 347 65	$ 159 27	$ 4,299 60	$ 3,728 95	$ 21,745 43			
Lump sum price of superstructure														$ 28,930 95		
Iron cover over center pier														9 37		
Total for superstructure														$ 28,940 32		
Totals for C. T. T. R. R. Co.'s Bridge	**1,231.39**	**4,748.1**	**1,166.5**	**6,204**	**931.4**		**$ 11,575 07**	**$ 1,634 89**	**$ 347 65**	**$ 159 27**	**$ 4,299 60**	**$ 3,728 95**	**$ 21,745 43**	**$ 28,940 32**		**$ 50,685 75**
Chicago Terminal Transfer R. R. Co.'s Bridge across the Desplaines River, Sec. E—																
Masonry removed, 140.78 cu. yds						$ 2 25						$ 316 76				
Masonry	432.27					7 60	$ 3,285 25									
Excavation		1,956				65		$ 1,271 40								
Excavation		1,433				45		644 85								
Sheet piling and bracing				11,996		25 00				$ 299 90						
Portland cement concrete					221.17	8 50					$ 1,879 95					
Strengthening trestle												4 60				
Building crib for wing wall												26 54				
Extra stone, 28 cu. yds., with freight						3 75						158 02				
Work account saved dimension stone for bridge												60 00				
Totals for substructure, etc	432.27	3,389		11,996	221.17		$ 3,285 25	$ 1,916 25		$ 299 90	$ 1,879 95	$ 565 92	$ 7,947 27			

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Chicago Terminal Transfer R. R. Co.'s Bridge across the Desplaines River, Sec. E—																
Lump sum price for superstructure														$ 7,318 00		
Raising three spans														750 00		
Total for superstructure														$ 8,068 00		
Prospective charges account extra work															$ 12,000 00	
Totals for C. T. T. R. R. Co.'s Bridge	**432.27**	**3,389**		**11,996**	**221.17**		**$ 3,285 25**	**$ 1,916 25**		**$ 299 90**	**$ 1,879 95**	**$ 565 92**	**$ 7,947 27**	**$ 8,068 00**	**$ 12,000 00**	**$ 28,015 27**
Willow Springs Road Bridge across Main Channel, Section 1—																
Masonry	419.2					$ 11 50	$ 4,820 80									
Excavation		1,233				1 00		$ 1,233 00								
Excavation		851				40		340 40								
Piles delivered and driven			400			1 00			$ 400 00							
Portland cement concrete					179.4	5 00					$ 897 00					
Changing road at Willow Springs												$ 114 71				
Changing alignment of temporary bridge												112 61				
Work Account saved dimension stone for bridge												60 00				
Total for substructure, etc.	419.2	2,084	400		179.4		$ 4,820 80	$ 1,573 40	$ 400 00		$ 897 00	$ 287 32	$ 7,978 52			
Total for superstructure														$ 14,990 00		
Totals for Willow Springs Road Bridge	**419.2**	**2,084**	**400**		**179.4**		**$ 4,820 80**	**$ 1,573 40**	**$ 400 00**		**$ 897 00**	**$ 287 32**	**$ 7,978 52**	**$ 14,990 00**		**$ 22,968 52**
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge across Main Channel and Stephens Street subway, Section 8—																
Masonry	447.41					$ 12 00	$ 5,368 92									
Excavation		1,020				50		$ 510 00								
Portland cement concrete					369.66	5 50					$ 2,033 13					
Totals for Main Channel bridge substructure	447.41	1,020			369.66		$ 5,368 92	$ 510 00			$ 2,033 13		$ 7,912 05			
Lump sum price for superstructure ($76,479.40 less $19,000 00 for delinquency)														$ 57,479 40		
Filling counterweights with asphalt														675 00		
Total for superstructure														$ 58,154 40		
Totals for Main Channel bridge proper	447.41	1,020			369.66		$ 5,368 92	$ 510 00			$ 2,033 13		$ 7,912 05	$ 58,154 40		
Stephens Street subway, Santa Fe track diversion, etc—																
Sackley & Peterson																
Masonry	432.2					$ 11 50	$ 4,970 30									
Excavation		5,300				1 50		$ 7,950 00								
Portland cement concrete					512.9	8 00					$ 4,103 20					
Excavation, west approach Lemont Road Bridge		2,800				1 12½		3,150 00								
Macadam road surfacing, 867 cu. yds						1 90						$ 1,647 30				
Grading road to Santa Fe station, 1,400 cu. yds						25						350 00				
Extra work, sundries												3,036 64				
Mason, Hoge, King & Co.—																
Subway excavation		465				63		292 95								
Construction of railroad embankment "a"		106,515				18		19,172 70								
Construction of railroad embankment "b"		6,295				25		1,573 75								
Excavation front of north abutment of railroad bridge		1,232				22		271 04								
Excavation front of north abutment of Lemont Railroad Bridge		1,405				40		532 00								
Grading Stephens Street temporary road, 1,934 cu. yds						40						773 60				
Surfacing Stephens Street temporary road, 177 cu. yds						1 00						177 00				
Excavation railroad grade		114				63		71 82								
Excavation of spoil bank for swing of bridge, 314 cu. yds						25						78 50				
Filling Stephens Street crossing of Santa Fe tracks												176 30				
Atchison, Topeka and Santa Fe Ry. Co.																
Sundry work account track deviation												17,800 37				
M. W. Keegan—																
Moving water main on Stephens Street												90 00				
Estimated prospective charges account extra work															$ 18,000 00	
Totals for Stephens Street subway, Santa Fe track diversion, etc.	432 2	124,126			512.9		$ 4,970 30	$ 33,044 26			$ 4,103 20	$ 24,129 71	$ 66,247 47			
Totals for A., T. & S. F. Ry. Co.'s Bridge and Stephens Street subway	**879.61**	**125,146**			**882.56**		**$ 10,339 22**	**$ 33,554 26**			**$ 6,136 33**	**$ 24,129 71**	**$ 74,159 52**	**$ 58,154 40**	**$ 18,000 00**	**$ 150,313 92**

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Continued.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge across Desplaines River, Sec. 8—																
Total proportionate cost of substructure (one-half of $19,518.52)													$ 9,759 26			
Total proportionate cost of superstructure ($27,285 06—$13,769.25)														$ 13,515 81		
Totals for A., T. & S. F. Ry. Co.'s Bridge													**$ 9,759 26**	**$ 13,515 81**		**$ 23 275 07**
Lemont Highway Bridge across Main Channel, Section 8—																
Masonry	278.92					$ 11 85	$ 3,305 20									
Excavation		1,852				1 00		$ 1,852 00								
Portland cement concrete					154.44	5 00					$ 772 20					
Cutting down road back of north abutment												$ 39 10				
Sand left over, 12 cu. yds						1 25						15 00				
Sundry work account Lemont Road, excavation, etc		356				22						193 89				
Work account saved dimension stone for bridge												60 00				
Totals for substructure, etc	278.92	2,208			154.44		$ 3,305 20	$ 1,852 00			$ 772 20	$ 307 99	$ 6,237 39			
Total for superstructure														$ 14,990 00		
Totals for Lemont Bridge proper	**278.92**	**2,208**			**154.44**		**$ 3,305 20**	**$ 1,852 00**			**$ 772 20**	**$ 307 99**	**$ 6,237 39**	**$ 14,990 00**		**$ 21,227 39**
Lemont Road Bridge across Desplaines River, Section 8—																
Total for Lemont Road Bridge (Force Account)																**$ 22.329 89**
Western Stone Co.'s Bridge across Desplaines River, Section 10—																
Totals for Western Stone Co.'s Bridge (Force Account)																**$ 15,983 63**
Romeo Road Bridge across Main Channel, Section 12—																
Masonry	826.9					$ 9 25	$ 7,648 83									
Excavation		3,624				75		$ 2,718 00								
Portland cement concrete					357.7	8 50					$ 3,040 45					
Sundry extra work done by Heldmaier & Neu												$ 964 16				
New road crossing of Santa Fe Railroad												35 84				
Work Account saved dimension stone for bridge												60 00				
Estimated prospective charges account extra work															$ 250 00	
Totals for substructure, etc	826.9	3,624			357.7		$ 7,648 83	$ 2,718 00			$ 3,040 45	$ 1,060 00	$ 14,467 28			
Totals for superstructure														$ 15,639 27		
Totals for Romeo Road Bridge	**826.9**	**3,624**			**357.7**		**$ 7,648 83**	**$ 2,718 00**			**$ 3,049 45**	**$ 1,060 00**	**$ 14,467 28**	**$ 15,639 27**	**$ 250 00**	**$ 30,356 55**
Lockport Road Bridge, Section 16—																
Excavation		526				$ 1 00		$ 526 00								
Portland cement concrete					449.45	6 95					$ 3,123 68					
Broken stone for Lockport Road, 1,225 cu. yds						1 00						$ 1,225 00				
Gravel for Lockport Road, 609 cu. yds						80						487 20				
Damages for closing permanant Lockport Road												780 00				
Totals for substructure, etc		526			449.45			$ 526 00			$ 3,123 68	$ 2,492 20	$ 6,141 88			
Totals for superstructure														$ 10,954 00		
Totals for Lockport Road Bridge		**526**			**449.45**			**$ 526 00**			**$ 3,123 68**	**$ 2,492 20**	**$ 6,141 88**	**$ 10,954 00**		**$ 17,095 88**
Wire Mills Road Bridge, Section 16—																
Excavation		508				$ 0 50		$ 254 00								
Portland cement concrete					566.57	7 50					$ 4,249 28					
Excavation, old masonry		95				40		38 00								
Construction of embankment, 3,600 cu. yds						25						$ 900 00				
Repairing embankment and rip-rapping west approach												242 95				
Broken stone for Wire Mills Road, 2517 cu. yds						1 35						3,397 95				
Gravel for Wire Mills Road, 991 cu. yds						1 35						1,337 85				
Damages for closing Wire Mills Road												1,250 00				
Totals for substructure, etc		603			566.57			$ 292 00			$ 4,249 28	$ 7,128 75	$ 11,670 03			
Contract price for superstructure														$ 9,016 25		
Placing timber sills on piers and abutment of old span														71 25		
Raising bridge one foot														70 00		
Totals for superstructure														$ 9,157 50		
Totals for Wire Mills Road Bridge		**603**			**566.57**			**$ 292 00**			**$ 4,249 28**	**$ 7,128 75**	**$ 11 670 03**	**$ 9 157 50**		**$ 20,827 53**

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 2—*Concluded.*

DETAILED REVISED ESTIMATE OF BRIDGE CONSTRUCTION CONTRACTS TO JANUARY 1, 1900.

DESIGNATION.	QUANTITIES.					Price.	VALUES.									
	Masonry. Cu. Yds.	Excavation or Filling. Cu. Yds.	Piles. Lin. Ft.	Timber. Ft. B. M.	Concrete Cu. Yds.		Masonry.	Excavation or Filling.	Piles.	Timber.	Concrete.	Miscellaneous.	Total Substructure, Etc.	Superstructure.	Prospective Charges Acc't Extra Work.	Totals.
Elgin, Joliet and Eastern R. R. Co.'s Bridge, between Sections 16 and 17 (for itemization of same, see pages 4642-4, of Proceedings)	**895.38**				**146.46**		$ 5,461 82				$ 1,017 90	$ 1,994 08	$ 8,473 80	$ 33,510 82		$ 41,984 62
Tow-path Bridge, Section 17—																
Concrete					878.4	$ 8 85					$ 7,773 84					
Excavation for abutments, etc. (Force Account)												$ 1,510 77				
Totals for substructure					878.4						$ 7,773 84	$ 1,510 77	$ 9,284 61			
Totals for superstructure														$ 20,975 00		
Totals for Tow-path Bridge					**878.4**						$ 7,773 84	$ 1,510 77	$ 9,284 61	$ 20,975 00		$ 30,259 61
Cass Street Bridge, Section 18—																
Masonry, Bedford coping	32					$ 13 00	$ 416 00									
Excavation, solid rock		174				4 00		$ 696 00								
Excavation, earth		850				60		510 00								
Overhaul, 450 cu. yds						20						$ 90 00				
Sheet piling and bracing				3,000		50 00				$ 150 00						
Portland cement concrete					520	5 75					$ 2,990 00					
Removal of old masonry, 780 cu. yds						2 00						1,560 00				
Putting in gas and water pipe												389 47				
Totals for substructure, etc	32	1,024		3,000	520		$ 416 00	$ 1,206 00		$ 150 00	$ 2,990 00	$ 2,039 47	$ 6,801 47			
Totals for superstructure														$ 29,976 00		
Estimated prospective charges account extra work															$ 2,100 00	
Totals for Cass Street Bridge	**32**	**1,024**		**3,000**	**520**		**$ 416 00**	**$ 1,206 00**		**$ 150 00**	**$ 2,990 00**	**$ 2,039 47**	**$ 6,801 47**	**$ 29,976 00**	**$ 2,100 00**	**$ 38,877 47**
Jefferson Street Bridge, Section 18—																
Masonry, Bedford coping	91					$ 13 00	$ 1,183 00									
Excavation, solid rock		722				4 00		$ 2,888 00								
Excavation, solid rock		1,300				1 25		1,625 00								
Excavation, earth		1,840				60		1,104 00								
Overhaul, 4,000 cu. yds						20						$ 800 00				
Sheet piling and bracing				7,000		50 00				$ 350 00						
Portland cement concrete					1,275	5 75					$ 7,331 25					
Removal of old masonry, 2,381 cu. yds						2 00						4,762 00				
Extra labor removing west approach of arches												176 30				
Extra labor removing and replacing tracks account blasting												13 34				
Damage account blasting												293 80				
Totals for substructure, etc	91	3,862		7,000	1,275		$ 1,183 00	$ 5,617 00		$ 350 00	$ 7,331 25	$ 6,045 44	$ 20,526 69			
Total for superstructure														$ 23,160 00		
Estimated prospective charges account extra work															$ 2,700 00	
Totals for Jefferson Street Bridge	**91**	**3,862**		**7,000**	**1,275**		**$ 1,183 00**	**$ 5,617 00**		**$ 350 00**	**$ 7,331 25**	**$ 6,045 44**	**$ 20,526 69**	**$ 23,160 00**	**$ 2,700 00**	**$ 46,386 69**
Chicago, Rock Island and Pacific Railroad Company's Bridge, Section 18—																
Excavation		6,574.9				$ 2 50		$ 16,437 25								
Concrete					1,070	8 00					$ 8,560 00					
Totals for substructure		6,574.9			1,070			$ 16,437 25			$ 8,560 00		$ 24,997 25			
Total for superstructure														$ 14,720 00		
Totals for C., R. I. & P. R. R. Co.'s Bridge		**6,574.9**			**1,070**			**$ 16,437 25**			**$ 8,560 00**		**$ 24,997 25**	**$ 14,720 00**		**$ 39,717 25**
GRAND TOTALS	**20,103.18**	**332,991.1**	**81,567.5**	**801,244**	**42,362.74**		**$ 199,231 41**	**$ 107,489 85**	**$ 46,478 64**	**$ 29,679 98**	**$ 253,986 34**	**$ 534,151 48**	**$ 1,180,776 96**	**$ 1,314,350 49**	**$ 224,230 00**	**$ 3,015,684 76**

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 3.

CLASSIFIED SUMMARY OF CONSTRUCTION QUANTITIES TO JANUARY 1, 1900.

DESIGNATON.	MAIN CHANNEL—CUBIC YARDS.					RIVER DIVERSION—CU. YDS.			Masonry and Concrete Cu. Yds.	Piles. Lineal Feet.
	Glacial Drift.		*Solid Rock.*		Retaining Wall.	*Glacial Drift.*		*Solid R'k*		
	Prism.	Outside Prism.	Prism.	Outside Prism.		Prism.	Outside Prism.	Prism.		
Chicago River		1,212,698.1							8,466.49	87,124
Section O	1,666,432	151,665								
" N	1,105,443	2,214								
" M	717,650	10,530								
" L	1,089,922	13,058								
" K	1,151,912	35,831								
" I	1,131,649	27,735								
" H	1,073,645	33,525								
" G	1,355,844	45,882								
" F	1,066,637	38,742	37,448			65,308	114,139			
" E	1,686,052	213,295	212,675			68,769	26,949		1,702	
" D	1,920,687	5,203	87,030							
" C	1,850,493	31,052				170,788				
" B	1,568,945	1,091	15,586			213,486				
" A	2,553,751	6,897	13,312			128,425	230,928			
" 1	1,282,267		544,060	10,266	68,256	164,493	10,162			
" 2	723,684	1,221	474,724	9,026	38,506	119,234				
" 3	425,705		755,771	5,156.1	14,219.4					
" 4	1,096,746		255,487	6,941	68,169	106,803		17,857		
" 5	915,839	36,687	370,626	7,983	56,059.1	12,256				
" 6	683,248		545,873	3,482	30,361.7	118,647				
" 7	181,721		888,578	2,361	6,179.9	97,917		43,102		
" 8	43,578	6,592	1,160,189.1	723	2,874.9	57,766	136	99,399		
" 9	75,635	1,057	1,003,769			40,763		16,873		
" 10	31,074	669	1,141,890			30,313		58,276		
" 11	44,021		989,711			12,699		15,677		
" 12	29,309	14,721	978,183	24,577	13,136.13	11,739		7,475		
" 13	33,037	773	1,008,475	27,003	10,838					
" 14	379,820	345	1,013,396	9,400	23,567.8					
" 15	35,180	144	631,495	15,544	44,811.2	619				
Disposal Works				10,111					11,454.1	
Section 16		83,679		118,688						
" 17		287,470		384,660	4,621.6					
" 18		184,333.2		58,623.3	6,804.4				3,635.34	
Van Buren Street Approach Span, Chicago River		2,800							832.71	2,200
Chicago Terminal Transfer Railroad Co.'s Bridge, Chicago River		20,000							8,100	34,000
Taylor Street Bridge, Chicago River		2,933.6							1,229.66	15,247
Southwest Boulevard Bridge, Main Channel, Section O		9,873.5							4,421.94	10,813
Eight-Track Bridge, Main Channel, Section O									14,657.2	
Chicago, Madison & Northern Railroad Co.'s Bridge, Main Channel, Section N		19,253							4,236.77	5,948
Chicago, Madison & Northern Railroad Co.'s Bridge, Kedzie Avenue, Section N		2,869							595.69	
Kedzie Avenue Bridge, Main Channel, Section N		7,101							2,886.84	
Atchison, Topeka & Santa Fe Ry. Co.'s Bridge, Main Channel, Section N		7,445							2,489.36	4,544
The Belt Railway Company of Chicago's Bridge, Main Channel, Section K		13,480							4,537	
Atchison, Topeka & Santa Fe Ry. Co.'s Bridge, Main Channel, Section G		*85,253							2,929.03	5,748
Lyons-Summit Road Bridge, Main Channel, Section F		2,270							2,037.2	1,501
Lyons-Summit Road Bridge, Desplaines River, Section E							5,924		793.3	
Chicago Terminal Transfer Railroad Co.'s Bridge, Main Channel, Section E		4,748.1							2,162.79	1,166.5
Chicago Terminal Transfer Railroad Co.'s Bridge, Desplaines River, Section E							3,389		653.44	
Willow Springs Road Bridge, Main Channel, Section 1		2,084							598.6	400
Atchison, Topeka & Santa Fe Ry. Co.'s Bridge, Main Channel and Stephens Street Subway, Section 8		†115,447		9,699					1,762.17	
Lemont Highway Bridge, Main Channel, Section 12		356		1,852					433.36	
Romeo Road Bridge, Main Channel, Section 12				3,624					1,184.6	
Lockport Road Bridge, Section 16				526					449.45	
Wire Mills Road Bridge, Section 16				603					566.57	
Elgin, Joliet & Eastern Railroad Co.'s Bridge, between Sections 16 and 17									1,041.84	
Tow-path Bridge, Section 17									878.4	
Cass Street Bridge, Section 18		850		174					552	
Jefferson Street Bridge, Section 18		1,840		2,022					1,366	
Chicago, Rock Island & Pacific Railroad Co.'s Bridge, Section 18				6,574.9					1,070	
Total estimated quantities in existing contracts.	25,928,926	2,745,712.5	12,128,278.1	719,619.3	388,405.13	1,419,025	391,627	258,659	87,723.85	168,691.5

Addenda.

	Revetment, Cu. Yds.	Rip-rapping, Cu. Yds.	Slope Paving Sq. Yds.
Section F	22,413		
Section E	193,157		
Section C	2,555		
Section 1			1,769
Section 17		5,000	
Section 18		14,716.7	
Totals	218,125	19,716.7	1,769

Recapitulation.

	Glacial Drift. Cubic Yards.	*Solid Rock.* Cubic Yards.
Main Channel, Prism	25,928,926	12,128,278.1
Main Channel, Outside Prism	2,745,712.5	719,619.3
River Diversion, Prism	1,419,025	258,659
River Diversion, Outside Prism	391,627	
Totals	30,485,290.5	13,106,556.4

Total Glacial Drift and Solid Rock	43,591,846.9	Cubic Yards
Retaining Wall	388,405.13	" "
Masonry and Concrete	87,723.85	" "
Piles	168,691.5	Lineal Feet
Including Revetment on Sections F, E and C	218,125	Cubic Yards
Including Rip-rapping on Sections 17 and 18	19,716.7	" "
Including Slope Paving on Section 1	1,769	Square Yards

*78,537 Cubic Yards=Embankment for new alignment.

†112,810 Cubic Yards=Embankment for new alignment.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIB

CLASSIFIED SUMMARY OF CONSTRUCTION VALUES TO JANUARY 1, 1

IT B, TABLE NO. 4.

000.

Designation.	Main Channel.	I	River iversion.	Bridges.	General.	Totals.
Chicago River	$ 799,072 69	..	.....	....	.....	$ 799,072 69
Section O	459,164 49	..	.....	$ 146,750 38	....	605,914 87
Section N	285,072 30	..	.....	3,600 69	....	288,672 99
Section M	162,235 22	..	.....	.....	.....	162,235 22
Section L	217,287 06	..	.....	.....	.....	217,287 06
Section K	308,257 17	..	.....	24,295 80	.....	332,552 97
Section I	289,846 00	..	.....	.....	.....	289,846 00
Section H	336,378 06	..	.....	.....	.....	336,378 06
Section G	402,763 92	..	.....	.....	.....	402,763 92
Section F	341,188 53	$	75,627 73	.....	.....	416,816 26
Section E	753,036 12		29,091 91	16,067 73	$ 260 00	798,455 76
Section D	592,039 29		2,880 54	.....	.....	594,919 83
Section C	443,342 59		40,135 18	.....	781 63	484,259 40
Section B	438,986 42		59,451 34	.....	150 00	498,587 76
Section A	801,584 08		115,741 73	.....	.....	917,325 81
Section 1	1,210,660 37		143,908 29	1,912 00	30 00	1,356,510 66
Section 2	877,695 00		63,190 86	.....	90 00	940,975 86
Section 3	842,168 78		338 42	.....	.....	842,507 20
Section 4	975,971 68		83,304 43	.....	85 25	1,059,361 36
Section 5	749,207 28		6,653 64	.....	.....	755,860 92
Section 6	689,104 96		55,911 37	.....	.....	745,016 33
Section 7	722,544 74		66,193 19	.....	8,758 00	797,495 93
Section 8	906,274 65		89,683 90	19,853 89	2,580 06	1,018,392 50
Section 9	794,838 28		23,573 72	1,012 30	.....	819,424 30
Section 10	921,454 79		78,729 58	.....	8,952 33	1,009,136 70
Section 11	797,717 50		43,854 42	.....	.....	841,571 92
Section 12	860,906 71		21,768 52	1,086 89	.....	883,762 10
Section 13	821,201 19	..	.....	.....	.....	821,201 19
Section 14	932,505 48	..	.....	.....	.....	932,505 48
Section 15	551,915 85		117 61	.....	.....	552,033 46
Disposal Works	270,982 26	..	.....	.....	.....	270,982 26
Section 16	96,346 93	..	.....	1,500 00	.....	97,846 93
Section 17	521,695 41	..	.....	786 13	.....	522,475 54
Section 18	556,976 84	..	.....	21,943 27	.....	578,920 11
Van Buren Street Approach Span, Chicago River	.....	..	.....	32,005 56	.....	32,005 56
Chicago Terminal Transfer Railroad Co.'s Bridge, Chicago River	.....	..	.....	421,853 89	.....	421,853 89
Taylor Street Bridge Chicago River	.....	..	.....	99,939 75	.....	99,939 75
Southwest Boulevard Bridge, Main Channel, Section O	.....	..	.....	162,171 88	.....	162,171 88
Eight-Track Bridge, Main Channel, Section O	.....	..	.....	724,613 12	.....	724,613 12
Chicago, Madison & Northern Railroad Co.'s Bridge, Main Channel, Section N	.....	..	.....	176,755 46	.....	176,755 46
Chicago, Madison & Northern Railroad Co.'s Bridge, Kedzie Avenue, Section N	.....	..	.....	13,002 95	.....	13,002 95
Kedzie Avenue Bridge, Main Channel, Section N	.....	..	.....	43,367 01	.....	43,367 01
Atchison, Topeka & Santa Fe Railway Co.'s Bridge, Main Channel, Section N	.....	..	.....	81,181 81	.....	81,181 81
Belt Railway Company of Chicago's Bridge, Main Channel, Section K	.....	..	.....	233,755 13	.....	233,755 13
Atchison, Topeka & Santa Fe Railway Co.'s Bridge, Main Channel, Section G	.....	..	.....	114,305 72	.....	114,305 72
Atchison, Topeka & Santa Fe Railway Co.'s Bridge, Desplaines River, Section F	.....	..	.....	19,210 73	.....	19,210 73
Lyons-Summit Road Bridge, Main Channel, Section F	.....	..	.....	41,193 18	.....	41,193 18
Lyons-Summit Road Bridge, Desplaines River, Section E	.....	..	.....	13,220 47	.....	13,220 47
Chicago Terminal Transfer Railroad Co.'s Bridge, Main Channel, Section E	.....	..	.....	50,685 75	.....	50,685 75
Chicago Terminal Transfer Railroad Co.'s Bridge, Desplaines River, Section E	.....	..	.....	28,015 27	.....	28,015 27
Willow Springs Road Bridge, Main Channel, Section 1	.....	..	.....	22,968 52	.....	22,968 52
Atchison, Topeka & Santa Fe Railway Co.'s Bridge, Main Channel and Stephens Street Subway, Section 8	.....	..	.....	150,313 92	.....	150,313 92
Atchison, Topeka & Santa Fe Railway Co.'s Bridge, Desplaines River, Section 8	.....	..	.....	23,275 07	.....	23,275 07
Lemont Highway Bridge, Main Channel, Section 8	.....	..	.....	21,227 39	.....	21,227 39
Lemont Highway Bridge, Desplaines River, Section 8	.....	..	.....	22,329 89	.....	22,329 89
Western Stone Co.'s Bridge, Desplaines River, Section 10	.....	..	.....	15,983 63	.....	15,983 63
Romeo Road Bridge, Main Channel, Section 12	.....	..	.....	30,356 55	.....	30,356 55
Lockport Road Bridge, Section 16	.....	..	.....	17,095 88	.....	17,095 88
Wire Mills Road Bridge, Section 16	.....	..	.....	20,827 53	.....	20,827 53
Elgin, Joliet & Eastern Railroad Co.'s Bridge, between Sections 16 and 17	.....	..	.....	41,984 62	....	41,984 62
Tow-path Bridge, Section 17	.....	..	.....	30,259 61	.....	30,259 61
Cass Street Bridge, Section 18	.....	..	.....	38,877 47	.....	38,877 47
Jefferson Street Bridge, Section 18	.....	..	.....	46,386 69	.....	46,386 69
Chicago, Rock Island & Pacific Railroad Co.'s Bridge, Section 18	.....	..	.....	39,717 25	.....	39,717 25
Total estimated cost of existing contracts	$20,730,422 64	$	000,156 38	$3,015,684 76	$21,687 27	$24,767,951 05

REVISED APPROXIMATE ESTIMATE, JA

DESIGNATION.	Main Channel.			River Diver	
	Glacial Drift. Cu. yds.	Solid Rock. Cu. yds.	Retaining Wall. Cu. yds.	Glacial Drift. Cu. yds.	C
Chicago River	1,212,698.1				
Section O	1,818,097				
" N	1,107,657				
" M	728,180				
" L	1,102,980				
" K	1,187,743				
" I	1,159,384				
" H	1,107,170				
" G	1,401,726				
" F	1,105,379	37,448		179,447	
" E	1,899,347	212,675		95,718	
" D	1,934,890	87,030			
" C	1,881,545			170,788	
" B	1,570,036	15,586		212,486	
" A	2,560,648	13,312		359,353	
" 1	1,282,267	554,326	68,256	174,655	
" 2	724,905	483,750	38,506	119,234	
" 3	425,705	760,927.1	14,219.4		
" 4	1,096,746	262,428	68,169	106,803	
" 5	952,526	378,609	56,059.1	12,256	
" 6	683,248	549,355	30,361.7	118,647	
" 7	181,721	890,939	6,179.9	97,917	
" 8	50,170	1,160,912.1	2,874.9	57,902	
" 9	76,692	1,003,769		40,763	
" 10	31,743	1,141,890		30,313	
" 11	44,021	989,711		12,699	
" 12	44,030	1,002,760	13,136.13	11,739	
" 13	33,810	1,035,478	10,838		
" 14	380,165	1,022,796	23,567.8		
" 15	35,324	647,039	44,811.2	619	
Disposal Works		10,111			
Section 16	83,679	118,688			
" 17	287,470	384,660	4,621.5		
" 18	184,333.2	58,623.3	6,804.4		
Van Buren Street Approach Span, Chicago River	2,800				
Chicago Terminal Transfer Railroad Company's Bridge, Chicago River	20,000				
Taylor Street Bridge, Chicago River	2,933.6				
Southwest Boulevard Bridge, Main Channel, Sec. O	9,873.5				
Eight-track Bridge, Main Channel, Sec. O					
Chicago, Madison and Northern R. R. Co.'s Bridge, Main Channel, Sec. N	19,253				
Chicago, Madison and Northern R. R. Co.'s Bridge, Kedzie Ave., Sec. N	2,869				
Kedzie Avenue Bridge, Main Channel, Section N	7,101				
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge, Main Channel, Sec. N	7,445				
The Belt Railway Company of Chicago's Bridge, Main Channel, Sec. K	13,480				
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge, Main Channel, Sec. G	85,253				
Lyons-Summit Road Bridge, Main Channel, Sec. F	2,270				
Lyons-Summit Road Bridge, Desplaines River, Sec. E				5,924	
Chicago Terminal Transfer R. R. Co.'s Bridge, Main Channel, Sec. E	4,748.1				
Chicago Terminal Transfer R. R. Co.'s Bridge, Desplaines River, Sec. E				3,389	
Willow Springs Road Bridge, Main Channel, Sec. 1	2,084				
Atchison, Topeka and Santa Fe Ry. Co.'s Bridge, Main Channel and Stephens Street Subway, Sec. 8	115,447	9,699			
Lemont Road Bridge, Main Channel, Sec. 8	356	1,852			
Romeo Road Bridge, Main Channel, Sec. 12		3,624			
Lockport Road Bridge, Main Channel, Sec. 16		526			
Wire Mills Road Bridge, Main Channel, Sec. 16		603			
Elgin, Joliet and Eastern R. R. Co.'s Bridge between Secs. 16 and 17					
Towpath Bridge, Sec. 17					
Cass Street Bridge, Sec. 18	850	174			
Jefferson Street Bridge, Sec. 18	1,840	2,022			
Chicago, Rock Island and Pacific R. R. Co.'s Bridge, Sec. 18		6,574.9			
Totals	28,674,638.5	12,847,897.4	388,405.13	1,810,652	

Addenda.

	Approximate Estimate.	Done During 1899.	Done to Jan. 1, 1900.	Remaining to be Done.
Revetment, Section F, cubic yards	22,413	2,770	22,413	
Revetment, Section E, cubic yards	193,157	54,651	193,157	
Revetment, Section C, cubic yards	2,555		2,555	
Slope paving, Section 1, square yards	1,769		1,769	
Riprapping, Section 17, cubic yards	5,000	4,800	4,800	200
Riprapping, Section 18, cubic yards	14,716.7	14,100	14,100	616.7

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 5.

STATEMENT SHOWING CONDITION OF CONSTRUCTION QUANTITIES, JANUARY 1, 1900.

JANUARY 1, 1900.			AMOUNT DONE DURING 1899.					AMOUNT DONE TO JANUARY 1, 1900.							AMOUNT REMAINING TO BE DONE.				
sion.	*Bridges, etc.*		*Main Channel.*			*Bridges, etc.*		*Main Channel.*			*River Diversion.*		*Bridges, etc.*		*Main Channel.*			*Bridges, etc.*	
Solid Rock. u. yds.	Masonry and Concrete. Cu. yds.	Piles. Lin. ft.	Glacial Drift. Cu. yds.	Solid Rock. Cu. yds.	Retaining Wall. Cu. yds.	Masonry and Concrete. Cu. yds.	Piles. Lin. ft.	Glacial Drift. Cu. yds.	Solid Rock. Cu. yds.	Retaining Wall. Cu. yds.	Glacial Drift. Cu. yds.	Solid Rock. Cu. yds.	Masonry and Concrete. Cu. yds.	Piles. Lin. ft.	Glacial Drift. Cu. yds.	Solid Rock. Cu. yds.	Retaining Wall. Cu. yds.	Masonry and Concrete. Cu. yds.	Piles. Lin. ft.
.....	8,466.49	87,124	531,350	.....	.....	8,207	43,844	1,118,100	.....	.....	.....	.....	8,207	75,144	94,598.1	.....	.....	259.49	11,980
.....	.....	.....	185,727	.....	.....	.....	.....	1,784,707	.....	.....	.....	.....	.....	.....	33,390	.....	.....	.....	.....
.....	.....	.....	187,115	.....	.....	.....	.....	1,056,078	.....	.....	.....	.....	.....	.....	51,579	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	728,180	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,102,980	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	32,286	.....	.....	.....	.....	1,181,317	.....	.....	.....	.....	.....	.....	6,426	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,159,384	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	110,156	.....	.....	.....	.....	1,107,170	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	45,112	.....	.....	.....	.....	1,401,736	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	21,016	686	.....	.....	.....	1,105,379	37,448	.....	179,447	.....	.....	.....	.....	.....	.....	.....	.....
.....	1,702	.....	26,079	55,480	.....	1,702	.....	1,899,347	212,675	.....	95,718	.....	1,702	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,934,890	87,030	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,881,545	.....	.....	170,788	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,570,036	15,586	.....	212,486	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	2,560,648	13,312	.....	359,353	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1,282,267	554,326	68,256	174,655	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	724,905	483,750	38,506	119,234	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	149.1	180.4	.....	.....	425,705	760,927.1	14,219.4	.....	.....	.....	.....	.....	.....	.....	.....	.....
17,857	.....	.....	.....	.....	.....	.....	.....	1,096,746	262,428	68,169	106,803	17,857	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	952,526	378,609	56,059.1	12,256	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	683,248	549,355	30,361.7	118,647	.....	.....	.....	.....	.....	.....	.....	.....
43,102	.....	.....	.....	.....	.....	.....	.....	181,721	890,939	6,179.9	97,917	43,102	.....	.....	.....	.....	.....	.....	.....
99,399	.....	.....	.....	15,660	.....	.....	.....	50,170	1,160,912.1	2,874.9	57,902	99,399	.....	.....	.....	.....	.....	.....	.....
16,873	.....	.....	.....	.....	.....	.....	.....	76,692	1,003,769	.....	40,763	16,873	.....	.....	.....	.....	.....	.....	.....
58,276	.....	.....	.....	.....	.....	.....	.....	31,743	1,141,890	.....	30,313	58,276	.....	.....	.....	.....	.....	.....	.....
15,677	.....	.....	.....	.....	.....	.....	.....	44,021	989,711	.....	12,699	15,677	.....	.....	.....	.....	.....	.....	.....
7,475	.....	.....	.....	4,051	3,849.19	.....	.....	44,030	1,002,760	13,136.13	11,739	7,475	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	1,813	.....	.....	.....	33,810	1,035,478	10,838	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	380,165	1,022,796	23,567.8	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	35,324	647,039	44,811.2	619	.....	.....	.....	.....	.....	.....	.....	.....
.....	11,454.1	.....	.....	1,573	.....	66.3	.....	.....	10,111	.....	.....	.....	11,454.1	.....	.....	.....	.....	.....	.....
.....	.....	.....	83,679	2,021	.....	.....	.....	83,679	98,021	.....	.....	.....	.....	.....	.....	20,667	.....	.....	.....
.....	.....	.....	194,700	217,000	2,700	.....	.....	216,800	360,800	2,700	.....	.....	.....	.....	70,670	23,860	1,921.6	.....	.....
.....	3,635.34	.....	144,800	42,900	6,800	3,493	.....	166,000	42,900	6,800	.....	.....	3,493	.....	18,333.2	15,723.3	4.4	142.34	.....
.....	832.71	2,200	2,100	.....	.....	230	2,200	2,100	.....	.....	.....	.....	230	2,200	700	.....	.....	602.71	.....
.....	8,100	34,000	9,600	.....	.....	.....	18,765	9,600	.....	.....	.....	.....	.....	18,765	10,400	.....	.....	8,100	15,235
.....	1,229.66	15,247	2,250	.....	.....	1,050	7,453	2,250	.....	.....	.....	.....	1,050	7,453	683.6	.....	.....	179.66	7,794
.....	4,421.94	10,813	1,120	.....	.....	.....	.....	9,873.5	.....	.....	.....	.....	4,421.94	10,813	.....	.....	.....	.....	.....
.....	14,657.2	.....	.....	.....	.....	13,595	.....	.....	.....	.....	.....	.....	13,595	.....	.....	.....	.....	1,062.2	.....
.....	4,236.77	5,948	1,404	.....	.....	.....	.....	19,253	.....	.....	.....	.....	4,236.77	5,948	.....	.....	.....	.....	.....
.....	595.69	.....	1,869	.....	.....	92.69	.....	2,869	.....	.....	.....	.....	595.69	.....	.....	.....	.....	.....	.....
.....	2,886.84	.....	.....	.....	.....	.....	.....	7,101	.....	.....	.....	.....	2,886.84	.....	.....	.....	.....	.....	.....
.....	2,489.36	4.544	.....	.....	.....	.....	.....	7,445	.....	.....	.....	.....	2,489.36	4,544	.....	.....	.....	.....	.....
.....	4,537	.....	4,350	.....	.....	2,410	.....	4,350	.....	.....	.....	.....	2,410	.....	9,130	.....	.....	2,127	.....
.....	2,929.03	5,748	.....	.....	.....	.....	.....	85,253	.....	.....	.....	.....	2,929.03	5,748	.....	.....	.....	.....	.....
.....	2,037.2	1,501	4	.....	.....	1,512.2	.....	2,270	.....	.....	.....	.....	2,037.2	1,501	.....	.....	.....	.....	.....
.....	793.3	.....	* 367	.....	.....	.....	.....	.....	.....	.....	5,924	.....	793.3	.....	.....	.....	.....	.....	.....
.....	2,162.79	1,166.5	.....	.....	.....	.....	.....	4,748.1	.....	.....	.....	.....	2,162.79	1,166.5	.....	.....	.....	.....	.....
.....	653.44	.....	*2,789	.....	.....	653.44	.....	.....	.....	.....	3,389	.....	653.44	.....	.....	.....	.....	.....	.....
.....	598.6	400	.....	.....	.....	.....	.....	2,084	.....	.....	.....	.....	598.6	400	.....	.....	.....	.....	.....
.....	1,762.17	.....	22,737	5,715	.....	893	.....	111,152	6,735	.....	.....	.....	1,710.07	.....	4,295	2,964	.....	52.1	.....
.....	433.36	.....	.....	202	.....	33.36	.....	356	1,852	.....	.....	.....	433.36	.....	.....	.....	.....	.....	.....
.....	1,184.6	.....	.....	3,624	.....	1,184.6	.....	.....	3,624	.....	.....	.....	1,184.6	.....	.....	.....	.....	.....	.....
.....	449.45	.....	.....	526	.....	449.45	.....	.....	526	.....	.....	.....	449.45	.....	.....	.....	.....	.....	.....
.....	566.57	.....	.....	603	.....	566.57	.....	.....	603	.....	.....	.....	566.57	.....	.....	.....	.....	.....	.....
.....	1,041.84	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,041.84	.....	.....	.....	.....	.....	.....
.....	878.4	.....	.....	.....	.....	802	.....	.....	.....	.....	.....	.....	802	.....	.....	.....	.....	76.4	.....
.....	552	.....	385	105	.....	226	.....	385	105	.....	.....	.....	226	.....	465	69	.....	326	.....
.....	1,366	.....	1,600	2,000	.....	600	.....	1,600	2,000	.....	.....	.....	600	.....	240	22	.....	766	.....
.....	1,070	.....	.....	1,300	.....	1,070	.....	.....	1,300	.....	.....	.....	1,070	.....	.....	5,274.9	.....	.....	.....
258,659	**87,723.85**	**168,691.5**	**1,612,595**	**355,408.1**	**13,529.59**	**38,836.61**	**72,262**	**28,373,728.6**	**12,779,317.2**	**386,479.13**	**1,810,652**	**258,659**	**74,029.95**	**133,682.5**	**300,909.9**	**68,580.2**	**1,926**	**13,693.9**	**35,009**

* 3,156 = River Diversion.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT B, TABLE NO. 6.

STATEMENT SHOWING CONDITION OF CONSTRUCTION VALUES, JANUARY 1, 1900.

DESIGNATION.	Revised Approximate Estimate, January 1, 1900.	AMOUNT EARNED DURING 1899.			AMOUNT EARNED TO JANUARY 1, 1900.					AMOUNT REMAINING TO BE EARNED.			Reserved Percentages.	Unpaid Vouchers.	Amounts Required to Complete Existing Contracts.
		Main Channel.	Bridges.	Totals.	Main Channel.	River Diversion.	Bridges.	General.	Totals.	Main Channel.	Bridges.	Totals.			
Chicago River	$ 799,072 69	$ 492,467 89		$ 492,467 89	$ 636,390 29				$ 636,390 29	$ 162,682 40		$ 162,682 40	$ 22,814 69	$ 38,059 84	$ 223,556 93
Section O	605,914 87	103,103 36	$ 54,516 08	157,619 44	438,038 23		$ 114,750 38		552,778 61	21,136 26	$ 32,000 00	53,136 26	15,880 67	9,248 62	77,765 55
" N	288,672 99	68,374 79	155 91	68,530 70	269,046 31		3,600 69		272,647 00	16,025 99		16,025 99	11,362 24	4,327 95	31,616 18
" M	162,235 22	4,220 16		4,220 16	162,235 22				162,235 22					85 39	85 39
" L	217,287 06				217,287 06				217,287 06						
" K	332,552 97	18,023 33	13,295 80	31,319 13	305,322 87		13,295 80		318,618 67	2,934 30	11,000 00	13,934 30		2,396 76	16,331 06
" I	289,846 00				289,846 00				289,846 00						
" H	336,378 06	46,847 00		46,847 00	336,378 06				336,378 06						
" G	402,763 92	15,062 04		15,062 04	402,763 92				402,763 92						
" F	416,816 26	8,063 62		8,063 62	341,188 52	$ 75,627 73			416,816 26				30,249 57	7,846 75	38,096 32
" E	798,455 76	76,781 72	1,348 93	78,130 65	753,036 12	29,091 91	16,067 73	$ 260 00	798,455 76				18,998 95		18,998 95
" D	594,919 83				592,039 29	2,880 54			594,919 83						
" C	484,259 40				443,342 59	40,135 18		781 63	484,259 40						
" B	498,587 76				438,986 42	59,451 34		150 00	498,587 76						
" A	917,325 81				801,584 08	115,741 73			917,325 81						
" 1	1,356,510 66		—75 00	—75 00	1,210,660 37	143,908 29	1,912,00	30 00	1,356,510 66				6,179 83	715 83	6,895 66
" 2	940,975 86				877,695 00	63,190 86		90 00	940,975 86						
" 3	842,507 20	1,215 85		1,215 85	842,168 78	338 42			842,507 20						
" 4	1,059,361 36	722 70		722 70	975,971 68	83,304 43		85 25	1,059,361 36						
" 5	755,860 92				749,207 28	6,653 64			755,860 92						
" 6	745,016 33	2,822 96		2,822 96	689,104 96	55,911 37			745,016 33						
" 7	797,495 93				722,544 74	66,193 19		8,758 00	797,495 93						
" 8	1,018,392 50	16,022 72		16,022 72	904,857 15	89,683 90	19,853 89	2,580 06	1,016,975 00	1,417 50		1,417 50	2,247 18	41 60	3,706 28
" 9	819,424 30				794,838 28	23,573 72	1,012 30		819,424 30						
" 10	1,009,136 70				921,454 79	78,729 58		8,952 33	1,009,136 70						
" 11	841,571 92				797,717 50	43,854 42			841,571 92						
" 12	883,762 10	22,246 02	—33 91	22,212 11	859,906 71	21,768 52	1,086 87		882,762 10	1,000 00		1,000 00		2,530 96	3,530 96
" 13	821,201 19	1,813 00		1,813 00	821,201 19				821,201 19						
" 14	932,505 48	48 38		48 38	931,505 48				931,505 48	1,000 00		1,000 00		48 38	1,048 38
" 15	552,033 46				551,915 85	117 61			552,033 46						
Disposal Works	270,982 26	21,339 36		21,339 36	264,918 61				264,918 61	6,063 65		6,063 65		716 62	6,780 27
Section 16	97,846 93	34,167 04	1,500 00	35,667 04	72,798 27		1,500 00		74,298 27	23,548 66		23,548 66	8,857 88		32,406 54
" 17	522,475 54	316,302 84	480 13	316,782 97	435,588 28		480 13		436,068 41	86,407 13	300 00	86,407 13	19,743 15	11,198 71	117,348 99
" 18	578,920 11	367,701 53	18,143 27	385,844 80	403,932 62		18,143 27		422,075 89	153,044 22	3,800 00	156,844 22	43,604 41	19,575 58	220,024 21
Van Buren Street Approach Span, Chicago River	32,005 56		13,698 19	13,698 19			13,698 19		13,698 19		18,307 37	18,307 37	1,206 02	6,091 72	25,605 11
C. T. T. R. R. Co.'s Bridge, Chicago River	421,853 89		88,149 34	88,149 34			96,593 79		96,593 79		325,260 10	325,260 10	2,995 47	6,870 29	335,125 86
Taylor Street Bridge, Chicago River	99,939 75		35,132 88	35,132 88			39,355 10		39,355 10		60,584 65	60,584 65	3,262 54	5,622 78	69,469 97
Southwest Boulevard Bridge, Main Channel, Section O	162,171 88		52,658 14	52,658 14			150,267 56		150,267 56		11,904 32	11,904 32	4,304 82		16,209 14
Eight-track Bridge, Main Channel, Section O	724,613 12		284,813 79	284,813 79			340,849 67		340,849 67		383,763 45	383,763 45	21,016 27	22,086 92	427,766 64
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N	176,755 46		40,140 26	40,140 26			168,869 80		168,869 80		7,885 66	7,885 66			7,885 66
C., M. & N. R. R. Co.'s Bridge, Kedzie Avenue, Section N	13,002 95		2,674 43	2,674 43			13,002 95		13,002 95						
Kedzie Avenue Bridge, Main Channel, Section N	43,367 01		8,962 23	8,962 23			43,367 01		43,367 01						
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N	81,181 81		29,034 30	29,034 30			80,638 00		80,638 00		543 81	543 81			543 81
Belt Railway Company of Chicago's Bridge, Main Channel, Sec. K	233,755 13		80,193 71	80,193 71			80,193 71		80,193 71		153,561 42	153,561 42	3,256 37	6,820 78	163,638 57
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section G	114,305 72		32,886 74	32,886 74			114,305 72		114,305 72						
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section F	19,210 73		19,210 73	19,210 73			19,210 73		19,210 73						
Lyons-Summit Road Bridge, Main Channel, Section F	41,193 18		28,499 23	28,499 23			41,193 18		41,193 18						
Lyons-Summit Road Bridge, Desplaines River, Section E	13,220 47		241 70	241 70			13,220 47		13,220 47						
C. T. T. R. R. Co.'s Bridge, Main Channel, Section E	50,685 75		3,415 94	3,415 94			50,685 75		50,685 75						
C. T. T. R. R. Co.'s Bridge, Desplaines River, Section E	28,015 27		15,625 27	15,625 27			16,015 27		16,015 27		12,000 00	12,000 00			12,000 00
Willow Springs Bridge, Main Channel, Section 1	22,968 52		15,050 00	15,050 00			22,968 52		22,968 52						
A., T. & S. F. Ry. Co.'s Bridge, Main Channel and Stephens Street Subway, Section 8	150,313 92		101,780 20	101,780 20			126,036 80		126,036 80		24,277 12	24,277 12	4,858 39	17,315 78	46,451 29
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section 8	23,275 07		—3 648 99	—3,648 99			23,275 07		23,275 07						
Lemont Highway Bridge, Main Channel, Section 8	21,227 39		15,534 00	15,534 00			21,227 39		21,227 39						
Lemont Highway Bridge, Desplaines River, Section 8	22,329 89						22,329 89		22,329 89						
Western Stone Company's Bridge, Desplaines River, Section 10	15,983 63						15,983 63		15,983 63						
Romeo Road Bridge, Main Channel, Section 12	30,356 55		30,106 55	30,106 55			30,106 55		30,106 55		250 00	250 00			250 00
Lockport Road Bridge, Section 16	17,095 88		16,943 08	16,943 08			16,943 08		16,943 08		152 80	152 80	194 92		347 72
Wire Mills Road Bridge, Section 16	20,827 53		20,697 76	20,697 76			20,697 76		20,697 76		129 77	129 77	577 13		706 90
E., J. & E. R. R. Co.'s Bridge, between Sections 16 and 17	41,984 62						41,984 62		41,984 62						
Towpath Bridge, Section 17	30,259 61		8,608 47	8,608 47			8,608 47		8,608 47		21,651 14	21,651 14	887 22	774 37	23,312 73
Cass Street Bridge, Section 18	38,877 47		4,063 34	4,063 34			4,063 34		4,063 34		34,814 13	34,814 13	336 31	2,737 23	37,887 67
Jefferson Street Bridge, Section 18	46 386 69		18,397 13	18,397 13			18,397 13		18,397 13		27,989 56	27,989 56	2,043 00	293 80	30,326 36
C., R. I. & P. Ry. Co.'s Bridge, Section 18	39,717 25		11,810 00	11,810 00			11,810 00		11,810 00		27,907 25	27,907 25	1,476 25		29,383 50
Totals for work under contract	$ 24,767,951 05	$ 1,617,346 31	$ 1,064,009 63	$ 2,681,355 94	$ 20,255,462 53	$ 1,000,156 38	$ 1,857,602 21	$ 21,687 27	$ 23,134,908 39	$ 474,960 11	$ 1,158,082 55	$ 1,633,042 66	$ 225,853 28	$ 166,206 66	$ 2,025,102 60

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—EXHIBIT C.

COMPARATIVE ESTIMATES OF QUANTITIES IN COMPLETED SECTIONS OF MAIN CHANNEL PRISM.

Sections.	DESIGNATION.	CUBIC YARDS.				PERCENTAGE.		
		Glacial Drift.	Solid Rock.	Glacial Drift and Solid Rock Combined.	Retaining Wall.	Glacial Drift.	Solid Rock.	Glacial Drift and Solid Rock Combined.
F	Advertised estimate	1,284,000	45,900	1,329,900	.....	120.38	122.57	120.45
	Assistant Engineer's estimate	1,091,353	16,724	1,108,077	.....	102.32	44.66	100.36
	Seymour's remeasurement	1,078,339	16,150	1,094,489	.....	101.00	43.13	99 13
	Final estimate	1,066,637	37,448	1,104,085	.....	100.00	100.00	100.00
E	Advertised estimate	1,684,800	5,000	1,689,800	.....	99.90	2.35	88.99
	Assistant Engineer's estimate	1,808,670	78,765	1,887,435	.....	107 27	37.03	99.40
	Seymour's remeasurement	1,799,123	74,831	1,873,954	.....	106.71	35.19	98.69
	Final estimate	1,686,052	212,675	1,898,727	.....	100.00	100.00	100.00
*A	Advertised estimate	1,980,000	90,000	2,070,000	30,000	77.53	676.00	80.63
	Assistant Engineer's estimate	2,576,508	4,188	2,580,696	.....	100.89	31.46	100.53
	Seymour's remeasurement	2,494,058	.....	2,494,058	.....	97.66	.....	97.16
	Final estimate	2,553,751	13,312	2,567,063	.....	100.00	100.00	100.00

NOTE—The comparative eestimates of quantities in all the other completed sections appear in the Proceedings for 1898 (see pages 4649-51) and 1899 (see page 5777).

* Omitted in Annual Report for 1898.