1902

PROCEEDINGS

OF THE

BOARD OF TRUSTEES

OF THE

SANITARY DISTRICT OF CHICAGO

January 1, 1902, to December 31, 1902.

CHICAGO
JOHN F. HIGGINS, PRINTER 80 196-198 CLARK STREET
1903

MEMBERS OF

BOARD OF TRUSTEES AND OFFICERS

OF THE

SANITARY DISTRICT OF CHICAGO

For the Years 1902 and 1903

BOARD OF TRUSTEES

WILLIAM H. BAKER.....188 Madison Street
JOSEPH C. BRADEN.....205 La Salle Street
ZINA R. CARTER.....225 W. Sixteenth Street
FRANK X. CLOIDT.....219 Twenty-Fourth Place
ALEXANDER J. JONES.....1110 Security Building
WILLIAM LEGNER.....405 N. Paulina Street
THOMAS A. SMYTH.....803 Jackson Boulevard
THOMAS J. WEBB.....117 W. Randolph Street
FRANK WENTER.....475 Ashland Boulevard

OFFICERS

THOMAS A. SMYTH.....President
FRANK X. CLOIDT.....Vice-President
STEPHEN D. GRIFFIN.....Clerk
FRED M. BLOUNT.....Treasurer
ISHAM RANDOLPH.....Chief Engineer
JAMES TODD.....Attorney
EDWARD J. COEN.....Marshal

OFFICES OF THE DISTRICT: SECURITY BUILDING.

COMMITTEES FOR 1902-1903.

ENGINEERING.

JOSEPH C. BRADEN, Chairman.

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

FINANCE.

ZINA R. CARTER, Chairman.

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

JUDICIARY.

WILLIAM LEGNER, Chairman.

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ZINA R. CARTER, FRANK X. CLOIDT,
FRANK WENTER, THOMAS J. WEBB, THOMAS A. SMYTH,

FEDERAL RELATIONS.

WILLIAM H. BAKER, Chairman

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

ANNEXATION.

FRANK X. CLOIDT, Chairman.

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

LABOR.

FRANK WENTER, Chairman.

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

HEALTH AND PUBLIC ORDER.

THOMAS J. WEBB, Chairman.

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

RULES.

THE PRESIDENT, Chairman.

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

REGULAR MEETINGS.

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

LIST OF MEMBERS OF BOARD OF TRUSTEES.

FROM DATE OF ORGANIZATION OF DISTRICT TO DECEMBER 31, 1902.

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

COMPLETE LIST OF OFFICERS OF DISTRICT

From Date of Its Organization.

PRESIDENTS.

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; served to December 3, 1901
THOMAS A. SMYTH	Elected December 3, 1901

VICE-PRESIDENTS.

WILLIAM H. BAKER	Elected December 4, 1900; served to December 3, 1901
FRANK X. CLOIDT	Elected December 3, 1901

CLERKS.

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; resigned November 26, 1902
STEPHEN D. GRIFFIN	Elected November 26, 1902

TREASURERS.

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 ENGINEERS.

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

ATTORNEYS.

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 4, 1900
JAMES TODD	Elected December 4, 1900

INDEX

A

ADAM, WILLIAM J., ET AL — Page

Communication from the Attorney for the Board recommending settlement of suits of, December 3. 9083

AGREEMENTS—(*See also Contracts.*)

Articles of, for the settlement of the claims of Gahan & Bryne against the District, March 5 7777

Articles of, with Artemus J. Mathewson, for the purchase of certain maps, plats, notes, surveys, etc., March 12 7785

Articles of, with The Norton Milling Co., for the purchase of certain property, October 29 9031

Draft of, with American Telephone & Telegraph Co., for a right of way, November 26 9065

Form of, with Philadelphia and Reading Coal and Iron Co., for the purchase of certain property, May 21 7881

Form of, with Illinois Stone Company, for the removal of certain stables, engines, houses, etc., June 4 7913

Form of, with the Commonwealth Electric Company, for the purchase of certain property adjacent to the Chicago River, September 10 8064

Form of, with Joy Morton and Carrie Lake Morton, for the purchase of certain property, September 17 8070

Form of, with the Glucose Sugar Refining Co., for the purchase of certain property, September 17 8072

Form of, with the City of Chicago, in reference to the Thirty-ninth Street Pumping Station, October 1 8097

Form of, with Rathborne Hair & Ridgeway Co., for the purchase of certain leasehold interests, December 17 9095

ADVERTISEMENTS—

Form of, for proposals for the purchase of $2,000,000 3½ per cent currency bonds (twelfth issue) January 3 7700

Form of, for proposals for constructing certain works for the conservation of the District's water power, August 11 8039

Form of, for bids on superstructure Harrison Street bridge, October 15 9015

Form of, for work of dredging and docking in the Chicago River during the year 1903, November 12 9047

Motion in reference to future advertising, referred to the Committee on Finance, November 12 9049

ALLIS-CHALMERS CO.—

Bid of, for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, opened and referred to Committee on Engineering, March 5 7772

Report Committee on Engineering on above, awarding contract to, April 30 7858

Bid of, for harness of the water-power plant at the Controlling Works, opened and referred to Committee on Engineering, May 14 7875

Report Committee on Finance approving bond of, on contract for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, May 21 7882

Report Committee on Engineering, awarding contract to the, for the harness of the water power plant at Controlling Works, July 2 8014

Approval of bond of, on contract for the harness of the water power plant at the Controlling Works, September 24 8082

AMERICAN BRIDGE CO.— Page
Communication from, in reference to contract for the superstructure of the Harrison Street bridge, referred to the Chief Engineer and Attorney for the Board, November 12 9049

AMERICAN FORCITE POWDER MFG. CO.—
Communication from Thomas B. Lantry in reference to claim of, referred to the Attorney for the Board and the Chief Engineer, September 17 8074

AMERICAN STRAW BOARD CO.—
Communication from, in reference to the work of river diversion at Lockport, Ill., referred to the Committee on Judiciary, October 1 9005

AMERICAN TELEPHONE & TELEGRAPH CO.—
Draft of agreement with, for a right of way, November 26 9065

ANDERSON, ANDREW—
Communication from Town Clerk, Lockport, in reference to overflows, November 19. 9054

ATLAS STONE COMPANY—
Report from Clerk in reference to refusal of the, to pay rent for certain dockage land, referred to Committee on Judiciary and At orney, August 27 8043

AUDIT COMPANY OF ILLINOIS, THE—
Report from, on examination of the books of the Treasury Department, May 28 7902

B

BABCOCK, FREDERICK R.—
Report Committee on Finance in reference to purchase of certain property adjacent to the Chicago River from, February 5 7733

BAKER, IRA O.—
Findings of, arbitrator in the matter of the payment for certain anchor bolts for the eight-track bridge, August 27 8052

BAKER, WILLIAM H.—
Appointed member of special committee to appear before Board of Local Improvements of the West Chicago Park Commissioners in reference to special assessments for Marshall Boulevard, February 5 7734
Appointed member of committee of five to entertain representatives of the French Republic, June 4 7918
Explanation of vote against adoption of Finance Committee report in reference to lease of two certain pieces of property to the McCormick Harvesting Machine Company, June 18 7929

BATES, ONWARD—
Report of Committee on Judiciary in reference to selecting, as arbitrator for the District in the matter of the settlement of the claims of Gahan & Bryne against the District, March 5 7777

BEAR-TRAP DAM—
Report of Committee on Engineering in reference to final certificate of Chief Engineer on contract of John A. Larson for buildings at, March 5 7776
Final certificate above referred to, March 5 7776

BENZENBERG, G. H.—
Report Committee on Engineering in reference to employment of, as expert adviser on bids for construction and installation of machinery at Thirty-ninth Street Pumping Station, March 5 777

BERNAMER, LOUISA S.—
Communication from, in reference to bill for legal services rendered by Will F. A. Bernamer, deceased, referred to Committee on Judiciary, October 22 9023

BERNAMER, W. F. A.— Page
Communication from Jonas A. Hoover, attorney for estate of, in reference to balance due for legal services, referred to Committee on Judiciary, April 2 7820

BIDS—
Bonds—
Report from the Clerk on bids for three and one-half per cent currency bonds (twelfth issue), January 23 7716
For twelfth issue of four per cent currency bonds, opened and awarded to Mason, Lewis & Co., January 30 7724
For thirteenth issue of four per cent currency bonds, opened and referred to Committee on Finance, November 19 9052
Report Finance Committee on above, November 26 9067
Chicago River Dredging, etc.—
Opened and referred to Committee on Engineering, February 13 7737
Report Committee on Engineering on same, February 19 7743
Minority views on same, February 19 7744
Majority views on same, February 19 7744
Eighteenth Street Bridge—
On sub and superstructure of, opened and referred to the Committee on Engineering, November 5 9038
For designing, constructing and erecting pumping engines at Pumping Station at Thirty-ninth Street, opened and referred to Committee on Engineering, March 5, 7772
Report Committee on Engineering on above, April 30 7858
Harness of Water-power Plant at Controlling Works—
Verbal report of Clerk on, April 2 7820
Re-advertising for proposals for the, referred to Committee on Engineering, April 2 7820
Report Engineering Committee on same, April 9 7823
For the, opened and referred to the Committee on Engineering, May 14 7875
Harrison Street Bridge—
On superstructure for, opened and referred to the Committee on Engineering, December 17 9127
Loomis Street Bridge—
On sub and superstructure of, opened and referred to the Committee on Engineering, November 5 9038

BLISS, AARON T.—
Communication from, claiming damages to land, referred to Judiciary Committee, January 3 7701

BLOCKI, F. W.—
Communication from, regarding the blocking of the city sewer in State Street, March 12 7791
Communications from, regarding the stoppage of the city sewer at Randolph Street, referred to the Chief Engineer, September 10 8065

BLOUNT, FRED M., TREASURER.—(*See Treasury Department.*)

BONDS—(*Security*)—
Ordinance for $2,000,000 3½ per cent currency bonds (twelfth issue), January 3 ... 7699
Clerk's report on bids for bonds of twelfth issue, January 23 7716
Repealing ordinance for issuance of 3½ per cent currency bonds (twelfth issue), passed January 3, 1902; January 23 7716
Ordinance for issuance of $2,000,000 four per cent currency bonds (twelfth issue), January 24 7720
Bids for twelfth issue four per cent currency bonds, opened and awarded to Mason, Lewis & Co., January 30 7724
Order directing Clerk to return check of Farson, Leach & Co., deposited with bid on bonds of the twelfth issue, and deposit check of Mason, Lewis & Co. with Treasurer of District, to apply on purchase price of said bonds, February 5 7732

BONDS—(*Security*)— Page

Report of Clerk in reference to delivery of twelfth issue four per cent bonds to Treasurer of the District, February 13 7738
Order directing incineration of unissued 3½ per cent bonds of the twelfth issue, February 19 7747
Report from the Clerk transmitting certificate attesting to destruction of unissued 3½ per cent bonds of the twelfth issue, February 26 7750
Ordinance for issuance of $1,500,000 four per cent currency bonds (13th issue), October 29 9033
Bids for thirteenth issue four per cent currency bonds, opened and referred to the Committee on Finance, November 19 9052
Report Committee on Finance, awarding sale of bonds of thirteenth issue to Illinois Trust and Savings Bank, November 26 9067
Report of Clerk in reference to delivery of thirteenth issue four per cent bonds to the Treasurer of the District, December 3 9082

BONDS.—(*Surety*)—

Allis-Chalmers Co.—
Report Committee on Finance approving bond of, on contract for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, May 21.. 7882
Approval of bond of, on contract for the harness of the water power plant at the Controlling Works, September 24 8082
Heldmaier & Neu—
Report Committee on Finance reducing bond of, on contract for Section 17, and approving new bond, February 5 7733
Report Committee on Finance releasing bond of, on contract for Section "B," October 1 8099
Jackson & Corbett Co.—
Report Committee on Finance approving bonds of the, on contract for superstructures Loomis and Eighteenth Street bridges, December 17 9111
Lydon & Drews Co.—
Report of Committee on Finance approving bond of, on contract for dredging the Main Chicago River, and the South Branch of the Chicago River, etc., February 26 7758
Report Committee on Finance approving new bond of the, on contract for dredging the Chicago River, September 10 8062
Report Committee on Finance approving bonds of the, on contracts for substructures Loomis and Eighteenth Street bridges, December 17 9096
Mason, Hoge, King & Co.—
Report Committee on Finance releasing bonds of, on contract for Sections 6, 7, 8, 11, 12 and 13, October 1 8099
Pennsylvania Steel Co.—
Report Committee on Finance reducing bond of, on contract for sub and superstructure of Taylor Street Bridge, May 21 7878
Report Committee on Finance approving new bond of, on contract for sub and superstructure of Taylor street bridge, July 14 8022
Roberts, A. & P., Co.—
Report Committee on Finance reducing bond of, on superstructure of Eight-track Bridge, April 16 7834
Report Committee on Finance in reference to reduction of bond of the, on contract for the superstructure eight-track bridge, Section "O," Dec. 31 9142

BORKOWSKI, FRANK—

Report Committee on Finance in reference to lease of certain land to, February 26... 7757

BOYER, ELIZABETH—

Report Committee on Finance in reference to the purchase of certain property from, July 30 8033

BRADEN, JOSEPH C.— Page
Appointed member of committee to entertain representatives of the French Republic, June 4 7918

BRIDGES—
Ashland Avenue—
Report Committee on Engineering in reference to final certificate on contract for substructure of, February 19 7745
Final certificate above referred to, February 19 7746
Motion to advance to City of Chicago amount necessary to connect electrical wires to operate bridge at, May 21 7892
Communication from Parker & Carter, attorneys, alleging that designs for, are an infringement of certain patent, referred to Committee on Judiciary, July 30 8034
Belt Railway Company's and Chicago & Western Indiana Railroad—
Report Committee on Engineering transmitting joint certificate of Engineers covering capitalization of bridge crossing main channel on Section K, April 23 .. 7842
Joint certificate and capitalization statement above referred to, April 23 7843
Canal Street—
Proposition from the Goheen Manufacturing Co. to waterproof weight pits in abutments of bridge at, accepted, March 26 7812
Communication from Lydon & Drews Co. in reference to retained percentage on work for substructure of, referred to Joint Committee on Finance and Engineering, June 11 7925
Communication from the Scherzer Rolling Lift Bridge Company in reference to faulty workmanship on, November 5 9042
Chicago Terminal Transfer Railroad Co.—
Report Committee on Engineering in reference to final certificate of Chief Engineer on completion of contract with Pennsylvania Steel Company for the superstructure of, April 9 7824
Report from Chief Engineer on claims of Pennsylvania Steel Co. for extras on account of superstructure of, April 9 7825
Dearborn Street—
Motion directing Committee on Engineering to formulate plans for the construction of a bridge at, adopted, May 28 7907
Eighteenth Street—
Report Committee on Engineering, directing Clerk to advertise for bids for the sub and superstructure at, July 2 8013
Postponement of opening bids on same, August 27 8050
Bids on sub and superstructure of, opened and referred to Committee on Engineering, November 5 9038
Clerk directed to return checks deposited by the King Bridge Co., Chicago Bridge and Iron Co., and American Bridge Co., on bids for superstructure of, November 5 9039
Contract for substructure of, awarded to the Lydon & Drews Co., November 26 9063
Contract for superstructure of, awarded to Jackson & Corbett Co., November 26 9063
Approval of bond of the Lydon & Drews Co. on contract for the substructure of, December 17 9096
Approval of bond of the Jackson & Corbett Co. on contract for the superstructure of, December 17 9111
Eight-track, Section O—
Report Committee on Engineering transmitting final certificate of Chief Engineer on completion of contract for superstructure of, March 12 7783
Final certificate above referred to, March 12 7783
Report Committee on Finance reducing bond of A. & P. Roberts Co. on superstructure of, April 16 7834

BRIDGES—
Eight-track, Section O— Page
Chief Engineer empowered to appoint an arbitrator to settle questions at issue regarding the, May 28 7908
Report Joint Committee on Engineering and Finance, transmitting decision of Ira O. Baker, arbitrator in the matter of the payment for certain anchor bolts for the, August 27 8051
Report Committee on Finance in reference to reduction of bond of the A. & P. Roberts Co. on contract for the superstructure of, December 31 9142
Harrison Street—
Report Committee on Engineering transmitting Chief Engineer's final certificate on contract with Hall Bascule Bridge Co. for plans of, June 11 7922
Chief Engineer directed to prepare plans and specifications and advertisement re-inviting proposals for the construction of the superstructure of the Harrison Street bridge, October 8 9010
Report Committee on Engineering in reference to re-advertising for bids on superstructure of, October 15 9015
Form of advertisement, October 15 9015
Communication from the American Bridge Co. in reference to changes in contract for the superstructure of the, referred to the Chief Engineer and the Attorney for the Board, November 12 9049
Bids on superstructure for, opened and referred to the Committee on Engineering, December 17 9127
Loomis Street—
Communication from Chief Engineer Randolph, transmitting drawings showing location of bridge at, referred to Committee on Engineering, May 9 7869
Report Committee on Engineering directing Clerk to advertise for bids for the sub and superstructure at, July 2 8013
Postponement of opening bids on same, August 27 8050
Bids on sub and superstructure of, referred to Committee on Engineering, Nov. 5, 9038
Clerk directed to return checks deposited by the King Bridge Co., Chicago Bridge & Iron Co., American Bridge Co. and C. L. Strobel on bids for superstructure of, November 5 9039
Contract for substructure of, awarded to the Lydon & Drews Co., November 26.. 9062
Contract for superstructure of, awarded to Jackson & Corbett Co., November 26 9062
Approval of bond of the Lydon & Drews Co. on contract for the substructure of, December 17 9096
Approval of bond of the Jackson & Corbett Co on contract for the superstructure of, December 17 9111
Main Street—
Motion to advance to City of Chicago amount necessary to connect electrical wires to operate bridge at, May 21 7892
Verbal report of the Chief Engineer in reference to the unfinished approaches to the, referred to Committee on Engineering, November 5 9042
Randolph Street—
Verbal report of the Chief Engineer in reference to ncrease in counterweights for the, December 24 9133
State Street—
Report Committee on Engineering in reference to constructing a temporary foot-bridge crossing the Chicago River at, March 19 7797
Bill from John O'Brien & Co. for plans, labor, etc., for temporary foot-bridge at, referred to Committee on Engineering, April 23 7846
Communication from Ralph W. Sprague transmitting resolution from property owners and business men with reference to the completion of the bridge at, referred to Committee on Engineering, September 10 8065
Verbal report of the Chief Engineer in reference to increase in counterweights for the, December 24 9133

BRIDGES— Page
Taylor Street—
Report Committee on Finance reducing bond of Pennsylvania Steel Co. on contract for sub and superstructure of, May 21 7878
New bond of Pennsylvania Steel Co. on contract for sub and superstructures of, approved July 16 8022

BUSSE, JOHN, ET AL.—
Report Committee on Judiciary in reference to settlement of suits for damages to real estate with, October 15 9016

C

CARTER, ZINA R.—
Appointed member of special committee to appear before Board of Local Improvements of the West Chicago Park Commissioners in reference to special assessments for Marshall Boulevard, February 5 7734
Authorized to incinerate (with President and Clerk) unissued 3½ per cent bonds of the twelfth issue, February 9 7747
Certificate of, attesting to destruction of unissued 3½ per cent bonds of the twelfth issue, February 26 7751
Explanation of vote against adoption of report of the Committee on Finance for the purchase of certain property from Clarence E. Carr et al., June 4 7916
Appointed member of committee to entertain representatives of the French Republic, June 4 7918

CARR, CLARENCE E.—
Report Committee on Finance in reference to purchase of certain property from, June 4 7915

CARROLL, TIMOTHY—
Report Committee on Finance in reference to renewal of lease for certain land to, February 19 7746

CHICAGO GUARANTY LIFE FUND SOCIETY—
Communication from Almon W. Buckley and Edwin J. Zimmer, receivers for the, requesting payment of three certain Sanitary District bonds, due January 1, 1901, referred to Committee on Judiciary January 30 7728

CHICAGO, MADISON AND NORTHERN RAILROAD CO.—
Report Joint Committee on Engineering and Finance in reference to conveying certain property belonging to the District, to the, July 30 8033

CHICAGO RIVER DREDGING, ETC.—
Bids on, opened and referred to Committee on Engineering, February 13 7737
Report Committee on Engineering on same, February 19 7743
Minority views on same, February 19 7744
Majority views on same, February 19 7744
Report Committee on Finance approving bond of Lydon & Drews Co. on contract for dredging the main Chicago River and the South Branch of the Chicago River, etc., February 26 7758
Report Committee on Finance reducing bond of Lydon & Drews Co. on contract for, June 11 7924
Report Committee on Finance approving new bond of the Lydon & Drews Co. on contract for, September 10 8062
Communication from Chief Engineer Isham Randolph transmitting form of advertisement for work of dredging and docking in the Chicago River during the year 1903, November 12 9046
Report Committee on Engineering in reference to final certificate of the Chief Engineer on completion of contract with Lydon & Drews Co. for, December 17 9093

Page

CHICAGO RIVER IMPROVEMENT—
Order providing for the purchase or condemnation of lands for, January 9 7707
Order empowering the Committee on Finance to secure by purchase or condemnation proceedings certain property for, from the south line of Twelfth Street to the east line of Ashland Avenue, January 22..... 7715

CHICAGO TERMINAL TRANSFER RAILROAD CO.—
Communication from Chief Engineer requesting appointment of arbitrator for questions at issue between the District and the, referred to Committee on Engineering, April 2..... 7820

CHIEF ENGINEER—(*See Engineering Department.*)—

CHILVERS, W. S.—
Communication from, in reference to leasing certain land in Will County, referred to Committee on Finance, January 8..... 7706

CITY OF CHICAGO—
Report Committee on Finance in reference to opening an account on the books of the District with the, December 10..... 9088

CITY OF JOLIET—
Report Committee on Finance in reference to payment of certain bill to, January 30, 7728

CLERK, A. R. PORTER.—(*See Clerical Department*)—

CLERICAL DEPARTMENT—
Annual report for the year ending December 31, 1901, March 26..... 7802
Monthly report for December, 1901, January 22..... 7710
Monthly report for January, 1902, February 26..... 7751
Monthly report for February, 1902, April 30..... 7848
Monthly report for March, 1902, May 9..... 7868
Monthly report for April, 1902, May 21..... 7897
Monthly report for May, 1902, June 25..... 7945
Monthly report for June, 1902, July 30..... 8029
Monthly report for July, 1902, September 24..... 8077
Monthly report for August, 1902, October 8..... 9009
Monthly report for September, 1902, November 12..... 9045
Monthly report for October, 1902, December 31..... 9136
Monthly report for November, 1902, December 31..... 9137
Report on employes for month of December, 1901, January 3..... 7696
Report on employes for month of January, 1902, February 5..... 7732
Report on employes for month of February, 1902, March 5..... 7773
Report on employes for month of March, 1902, April, 2..... 7816
Report on employes for month of April, 1902, May 14..... 7873
Report on employes for month of May, 1902, June 4..... 7912
Report on employes for month of June, 1902, July 2..... 8012
Report on employes for month of July, 1902, August 27..... 8044
Report on employes for month of August, 1902, September 10..... 8060
Report on employes for month of September, 1902, October 1..... 8096
Report on employes for month of November, 1902, December 3..... 9083

CLERICAL DEPARTMENT—A. R. PORTER, CLERK—
Report on bids for bonds of 12th issue, January 23..... 7716
Report in reference to delivery of twelfth issue four per cent bonds to Treasurer of the District, February 13..... 7738
Report transmitting certificate attesting to destruction of unissued 3½ per cent bonds of the twelfth issue, February 26..... 7750
Communication in reference to receipt of check for $659.25, proceeds from sale of second-hand lumber to Page & Shnable, referred to Committee on Finance, March 5..... 7773

CLERICAL DEPARTMENT—A. R. PORTER, CLERK— Page

Report in reference to deposit of Tax Warrant No. 1099 with Treasurer of the District March 26.. 7806

Communication requesting authority to transfer $4,719.82 from the account of the Scherzer Rolling Lift Bridge Company to the account of Bridge Construction, Main Channel. April 2 7816

Communication reporting receipt of two checks, proceeds from the sale of certain ruble stone and old steel rails, April 16.. 7835

Reporting sale of two frame buildings to John Ward, for $101.00, April 23..... 7845

Report in reference to receipt of check from Chief Engineer, proceeds from sale of junk, April 23 7845

Report in reference to receipt of check from Chief Engineer, proceeds from sale of lumber, etc., to the A. & P. Roberts Company, May 14..... 7873

Report from, and President in reference to having executed agreement with Illinois Stone Company for the removal of certain stables, etc., June 4..... 7913

Report in reference to receipt of three checks from the Chief Engineer, proceeds from sale of certain material and furniture, June 18 7928

Report in reference to sale of three iron safes to the Diebold Safe and Lock Company, June 25..... 7945

Report in reference to refusal of Atlas Stone Co. to pay rent for certain dockage land, referred to Committee on Judiciary and Attorney, August 27..... 8043

Report in reference to receipt of four checks from the Chief Engineer; proceeds from the sale of empty cement bags, etc., August 27..... 8043

Report in reference to receipt of two checks in the sum of $479.92 from the Chief Engineer, proceeds from the sale of firewood, etc., October 8 9009

Reporting receipt of three certain checks from the Chief Engineer, November 9..... 9054

Resignation of A. R. Porter as Clerk, November 26..... 9072

Resolution in reference to resignation of A. R. Porter as Clerk, November 26..... 9072

Election of Stephen D. Griffin, as Clerk of the District, to succeed A. R. Porter, resigned, November 26..... 9073

Report in reference to delivery of thirteenth issue of four per cent bonds to Treasurer of the District, December 3..... 9082

Report Committee on Finance approving official bond of Stephen D. Griffin, as Clerk, December 3..... 9083

CLERK AUTHORIZED AND DIRECTED—

To pay (with President) $2,696.65 to the Northwestern University for certain property adjacent to the Chicago River, January 3..... 7697

To advertise for proposals for purchasing $2,000,000 3½ per cent currency bonds (twelfth issue), January 3..... 7698

To publish the monthly pay rolls of the District in the Proceedings of the Board, January 3 7701

To pay (with President) $2,905.00 to Mary C. and Guy Lilly, for certain property, January 22 7715

To advertise for proposals for the sale of $2,000,000 four per cent currency bonds (twelfth issue), January 24..... 7719

To return checks deposited with bids for bonds of the twelfth issue, except those of the two highest bidders, January 30..... 7724

To pay (with President) certain bills to John A. Larson and the City of Joliet, January 30..... 7728

To return check of Farson, Leach & Co., deposited with bid on bonds of the twelfth issue, and to deposit check of Mason, Lewis & Co., with Treasurer of the District to apply on purchase price of said bonds, February 5 7732

To pay (with President) $26,848.52 to Abbie M. and Frederick R. Babcock for certain property adjacent to the Chicago River, February 5..... 7733

To execute (with President) contract with Lydon and Drews Company for dredging the Main Chicago River and the South Branch of the Chicago River, etc., and return all checks deposited by other bidders on the work, February 19 7743

CLERK AUTHORIZED AND DIRECTED— Page

To pay (with President) to Page & Shnable final certificate on contract for substructure of Ashland Avenue bridge, February 19 7745
To incinerate (with President and Chairman Committee on Finance) unissued 3½ per cent bonds of the twelfth issue, February 19 7747
To execute (with President) lease for offices in the Security Building, February 26.. 7755
To pay (with President) $2,104.03 to Benjamin F. and Ella M. McConnell for certain property adjacent to the Chicago River, February 26 7755
To execute (with President) lease to Frank Borskowski for certain land, February 26, 7757
To notify attorneys for A. & P. Roberts Company to appear before Committee on Engineering at its meeting March 3, 1902, February 26 7768
To execute (with President) articles of agreement for the settlement of the claims of Gahan & Bryne against the District, March 5 7777
To pay (with President) to A. & P. Roberts Company $21,229.61 on final certificate of Chief Engineer for superstructure Eight-track Bridge, Section O, March 12 .. 7783
To execute (with President) articles of agreement with Artemus J. Mathewson for the purchase of certain maps, plats, notes, surveys, etc., March 12 7785
To pay (with President) $6,000.00 to Artemus J. Mathewson on delivery of signed agreement and certain maps, plats, notes, surveys, etc.. March 12 7785
To execute (with President) lease to Leo Gotz for certain acreage land, March 19.... 7797
To execute (with President) lease to Joseph Polarek for certain farming land, March 19 7798
To pay (with President) final certificate on contract with Heldmaier & Neu for work on Section 17, Main Channel, March 26 7806
To sell to the Quarries Operating Company, 1,370 cubic yards of dimension stone for $1,050.00, March 26 7808
To pay (with President) $965.00 to the C. A. Paltzer Lumber Company on completion of contract for removing and rebuilding certain sheds, etc., located on property purchased from the Northwestern University, March 26 7808
To execute (with President) lease with Quarries Operating Company, for certain dockage land, March 26 7809
To transfer on the books of the District $4,719.82 from the account of the Scherzer Rolling Lift Bridge Company to account of Bridge Construction, April 2 7816
To pay (with President) $12,326.00 to the Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company, as indemnity and repairs for bridge crossing the Main Channel on Section K, April 23 7842
To draw warrant in the sum of $27,500 for the payment of semi-annual interest on first issue of 5 per cent bonds, April 23 7846
To execute (with President) contract with Allis-Chalmers Company for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, April 30, 7858
To pay (with President) $351.00 to McCarthy & Newman for work of re-locating certain buildings, April 30 7859
To execute (with President) lease to Modesto Lenzi and Leopold Korherr, for certain acreage lands, April 30 7861
To pay with President) $7,239.00 to Charles W. and Hattie Tegtmeyer, for certain property, May 14 7875
To pay (with President) $5,900.00 to Illinois Stone Company for removal of certain stables, engine houses, etc., May 21 7879
To execute (with President) agreement with the Philadelphia and Reading Coal and Iron Company, for the purchase of certain property, May 21 7880
To pay (with President) $6,666.34 to James Davidson upon satisfying decree entered against the District in the Admiralty Court of the United States, May 21 7891
To pay (with President) $10,000.00 to Philip M. and Mary M. Prescott for certain property, May 28 7901
To pay (with President) $9,831.75 to Gahan & Byrne, on filing their acceptance of the finding of the Board of Arbitrators on claims against the District, June 4.... 7914

CLERK AUTHORIZED AND DIRECTED— Page

To pay (with President) $7,522.90 to Clarence E. Carr, et al., for certain property, June 4. 7916
To pay (with President) $3,412.66 to John J. Mitchell and William H. Mitchell for certain property, June 4 7917
To pay (with President) $5,478.52 to Hall Bascule Bridge Company final payment for plans for the Harrison Street Bridge, June 11..... 7922
To execute (with President) leases to the McCormick Harvesting Machine Company for two certain pieces of property, June 18..... 7929
To execute (with President) lease to Quarries Operating Company for certain dockage land, June 18. 7936
To execute (with President) lease to Robert Turner, for certain acreage land, June 18 7939
To execute (with President) lease to Thomas F. Ryan, for certain acreage land, June 18..... 7940
To execute (with President) lease to the Delaney Stone Company for certain dockage land, June 25..... 8002
To draw warrant in the sum of $2,939.96 for the payment of taxes on lands in Will County, Ill., June 25..... 8005
To draw warrant in the sum of $462,175 for the payment of principal and interest of bonds maturing July 1, 1902, June 25..... 8005
To advertise for bids for the sub and superstructures of bridges at Loomis and Eighteenth Streets, July 2 8013
To execute (with President) contract with Allis-Chalmers Co. for the harness of the water-power plant at Controlling Works, July 2 8014
To return check deposited by The Electrical Equipment Co. with its bid for the harness of the water-power plant at Controlling Works, July 2 8014
To draw warrant on Treasurer in the sum of $70.41 for the payment of special assessment taxes on real estate in the City of Joliet, Ill., July 2. 8015
To pay (with President) $5,693.00 to Edgar A. Lord et al., for certain property, July 2 8015
To pay (with President) $4,006.06 to Elizabeth Boyer for certain property, July 30 .. 8033
To execute (with President) deed conveying certain property to the Chicago, Madison & Northern Railroad Co., July 30..... 8033
To draw (with President) warrant in the sum of $25,000.00 for regular and force account pay-rolls, July 30 8035
To advertise (with President) bids for constructing certain works for the conservation of the District's water power, August 11 8039
To insert advertisement showing postponement of opening bids on the sub and superstructures for the Loomis and Eighteenth Street bridges, August 27 8050
To pay (with President) $2,363.35 to Houdd DeWit Gibson for certain property, August 27..... 8050
To pay full amount of capitalization vouchers for the Eight-track bridge to the three railroad companies in interest as ordered October 30, 1901, and November 6, 1901; August 27..... 8051
To pay (with President) $5,113.74 to Marianna A. Ogden and Andrew H. Green for certain property, September 10..... 8062
To pay (with President) $13,784.54 to the Northern Trust Company, trustee, for certain property purchased from the Western Stone Company, September 10..... 8063
To execute (with President) agreement with the Commonwealth Electric Company for the purchase of certain property, September 10..... 8064
To pay (with President) $49,156.34 to Joy Morton and Carrie Lake Morton for certain property, September 17..... 8070
To pay (with President) $113,155.05 to the Glucose Sugar Refining Co. for certain property, September 17..... 8071
To draw warrant payble to the Treasurer, in the sum of $172,500.00, in payment of the principal and interest of bonds maturing October 1, 1902 September 24..... 8091
To advertise (with President) for bids on superstructure Harrison street bridge, October 15..... 9015

CLERK AUTHORIZED AND DIRECTED— Page
To pay (with President) $469.36 to the trustees of the Trust Estate of Joseph W. Drexel, deceased, for certain property, October 22 9022
To pay (with President) $225,000.00 to the Norton Milling Co. for certain property, October 29..... 9030
To advertise for proposals for purchasing $1,500,000.00 four per cent currency bonds (13th issue), October 29..... 9032
To pay (with President) $3,832.26 to William Rotch et al., trustees under the will of Benjamin S. Rotch, deceased, for certain property, October 29..... 9034
To draw warrant for the payment of principal and interest of bonds maturing November 1, 1902, October 29 9035
To return checks deposited by the King Bridge Co., Chicago Bridge & Iron Co., American Bridge Co., and C. L. Strobel on bids for the superstructures of the Loomis and Eighteenth streets bridges, November 5..... 9039
To pay (with President) $17,722.27 to the Commonwealth Electric Co. for certain property, November 12..... 9048
To order the printing of 12,000 copies of the revised "Memorial to Congress," November 12..... 9049
To execute (with President) contracts with the Lydon & Drews Co., for the substructures of the Loomis and Eighteenth street bridges and contracts with the Jackson & Corbett Co. for the superstructures of the Loomis and Eighteenth street bridges, November 26..... 9062
To execute (with President) agreemeet with American Telephone & Telegraph Co. of Illinois for a right of way, November 26..... 9065
To return all checks deposited with bids for the sub and superstructions of the bridges at Loomis and Eighteenth Streets, except checks of Jackson & Corbett Co. and Lydon & Drews Co., November 26..... 9065
To execute (with President) and deliver to the Treasurer of the District entire thirteenth issue of four per cent currency bonds, November 26..... 9067
To return check of $45,000 deposited with joint bid of the First National Bank, Merchants' Loan & Trust Co., N. W. Harris & Co., and Farson, Leach & Co., on bonds of the thirteenth issue, November 26..... 9067
To deposit with Treasurer of District check of the Illinois Trust & Savings Bank for $45,000, to apply on purchase price of thirteenth issue of four per cent bonds, November 26..... 9067
To open an account on the book of the District with the City of Chicago, December 10 9088
To pay (with President) final certificate on contract with Lydon & Drews Co. for dredging the Chicago River, December 17..... 9093
To pay (with President) $2,500 to Rathborne, Hair & Ridgeway Co., for certain leasehold interests, December 17 9095
To forward to the Commissioner of Public Works certified copy of resolution in reference to Lawrence Avenue Pumping Station, December 17..... 9130
To draw warrant in the sum of $837,425.00 for the payment of principal and interest of bonds maturing January 1, 1903, December 24..... 9133
To pay (with President) final certificate on contract with the Lydon & Drews Co., for excavating solid rock from the South Fork of the South Branch of the Chicago River, December 31..... 9142
To pay (with President) $11,598.96, less $692.95, to Susan Keith et al., for certain property, December 31..... 9143

CLEVERDON, THOMAS—
Communication from, claiming damages to land, referred to Attorney of the District, May 21..... 7891

CLOIDT, FRANK X.—
Appointed member of committee to entertain representatives of the French Republic, June 4..... 7918
Re-elected Vice-President of the Board, December 2..... 9078

COEN, E. J., MARSHAL—(*See Police Department.*)

COMMITTEE ON ENGINEERING, REPORTS— Page

In reference to building iron stairway leading to bridge at Romeo, Ill., January 3.... 7696
In reference to payment of certain bills to John A. Larson and the City of Joliet, January 30.... 7728
In reference to awarding contract for dredging the main Chicago River and the South Branch of the Chicago River, etc., to Lydon & Drews Company, February 19.... 7743
Minority views on same, February 19.... 7744
Majority views on same, February 19.... 7744
In reference to final certificate on contract for substructure of Ashland Avenue Bridge, February 19.... 7745
In reference to employing G. H. Benzenberg as expert adviser on bids for construction and installation of machinery at Thirty-ninth Street Pumping Station, March 5.... 7775
In reference to final certificate of Chief Engineer on completion of contract for buildings at Bear Trap Dam, Lockport, March 5.... 7776
In reference to final certificate of Chief Engineer on completion of contract with A. & P. Roberts Company, assignees of the Scherzer Rolling Lift Bridge Company for the superstructure of the Eight-track Bridge, Section O, March 12.... 7783
In reference to proposition from the Young Stone Company for the purchase of certain stone, March 12.... 7784
In reference to constructing a temporary foot bridge crossing the Chicago River at State Street, March 19.... 7797
In reference to final certificate on contract with Heldmaier & Neu for work on Section 17, Main Channel, March 26.... 7806
Transmitting recommendations of the subcommittee on Improvement of the North Branch of the Chicago River, April 2.... 7818
In reference to Requisition No. 608 from Engineering Department for quarterly supplies, April 2.... 7818
Instructing Chief Engineer to readvertise for proposals for the harness of the water-power plant at the Controlling Works, April 9.... 7823
In reference to final certificate of Chief Engineer on contract for the superstructure of the Chicago Terminal Transfer Railroad Company's bridge, April 9.... 7823
In reference to enforcement of the Rules and Regulations relating to the Engineering Department, April 16.... 7831
In reference to granting permission to the McCormick Harvesting Machine Company to lay a tile drain, April 16.... 7832
Transmitting communications relative to Lind Building, northeast corner Randolph Street and the Chicago River, April 16.... 7833
Transmitting joint certificate covering capitalization of Belt Railway Company's Bridge crossing the Main Channel on Section K, April 23.... 7842
In reference to refunding fifty dollars to W. T. Welbourn, paid to the District for temporary bridge at Romeo, Ill., April 23.... 7843
On bid of Allis-Chalmers Company for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, April 30.... 7858
In reference to order in regard to proceeding with condemnation suits of river property and construction of new bridges, May 14.... 7875
Transmitting Chief Engineers' report and findings of the Board of Arbitrators in reference to the claims of Gahan & Byrne, June 4.... 7914
In reference to final certificate on contract with Hall Bascule Bridge Company for Harrison Street bridge plans, June 11.... 7922
In reference to widening Channel in the South Fork of the South Branch of the Chicago River, June 11.... 7922
In reference to granting authority to the Chief Engineer to repair walls and paint the bridges crossing the Main Channel, June 11.... 7923

COMMITTEE ON ENGINEERING, REPORTS— Page

In reference to advertising for bids for the sub and superstructures of bridges at Loomis and Eighteenth streets, July 2 8013
In reference to award of contract to the Allis-Chalmers Company for the harness of the water power at Controlling Works, July 2 8014
In reference to the control of water power below the Controlling Works and near Hickory Creek, July 14 8018
(Joint Committee on Engineering and Finance)—In reference to conveying certain property, belonging to the District, to the Chicago, Madison & Northern Railroad Co., July 30 8033
In reference to postponing the opening of bids on the sub and superstructures for the Loomis and Eighteenth street bridges, August 27 8050
(Joint Committee on Engineering and Finance)—Transmitting findings of Ira O. Baker, arbitrator in the matter of the payment for certain anchor bolts for the Eight-Track Bridge, August 27 8051
Transmitting form of agreement with the City of Chicago in reference to Thirty-ninth Street Pumping Station, October 1 8096
In reference to re-advertising for bids on superstructure Harrison Street Bridge, October 15 9015
On bids for sub and superstructure of bridge at Loomis Street, November 26 9062
On bids for sub and superstructure of bridge at Eighteenth Street, November 26 9063
Transmitting draft of agreement with American Telephone and Telegraph Co. of Illinois for a right of way, November 26 9065
In reference to final certificate of the Chief Engineer on completion of contract with the Lydon & Drews Co. for dredging the Chicago River, December 17 9093
In reference to removal of boom anchored across the Channel at Ruby Street, Joliet. December 17 9094
In reference to final certificate of the Chief Engineer on completion of contract with the Lydon & Drews Co. for excavating solid rock from the South Fork of the South Branch of the Chicago River, December 31 9142

COMMITTEE ON FINANCE, REPORTS—

In reference to purchase of property from the Northwestern University, January 3 .. 7697
In reference to removing and re-erecting certain machinery, etc. for the Illinois Stone Company, January 3 7698
Transmitting ordinance for the issuance of $2,000,000 three and one-half per cent currency bonds, (twelfth issue), January 3 7698
In reference to purchase of property from Mary C. and Guy Lilly, January 22 7715
Transmitting ordinance for the issuance of $2,000,000 four per cent currency bonds (twelfth issue), January 24 7719
In reference to reduction of bond of Heldmaier & Neu, on contract work for Section 17, and approval of new bond, February 5 7733
In reference to purchase of certain property adjacent to the Chicago River, from Abbie M. Babcock and Frederick R. Babcock, February 5 7733
In reference to sale of rubble stone to Gottlieb Schroeder, February 5 7734
In reference to renewal of lease to Timothy Carroll for certain land, February 19 7746
In reference to lease of offices for the Sanitary District from the receivers of the Security Building, February 26 7755
In reference to purchase of property adjacent to the Chicago River from Benjamin F. and Ella M. McConnell, February 26 7755
In reference to lease of certain land to Frank Borkowski, February 26 7757
Approving bond of Lydon & Drews Company on contract for dredging the Main Chicago River and the South Branch of the Chicago River, etc., February 26 7758
In reference to agreement with Artemus J. Mathewson for the purchase of certain maps, plats, notes, surveys, etc., March 12 7784
In reference to sale of second-hand lumber to Page & Shnable, March 12 7784
Transmitting form of lease with Leo Gotz for certain acreage land, March 19 7797

COMMITTEE ON FINANCE, REPORTS— Page

Transmitting form of lease with Joseph Polarek for certain farming land, March 19. 7798
In reference to sale of 1,730 cubic yards dimension stone to the Quarries Operating Company, March 26 7808
In reference to proposition from the C. A. Paltzer Lumber Company, to remove and rebuild certain sheds, etc., located on property purchased from the Northwestern University, March 26 7808
Transmitting form of lease with the Quarries Operating Company, for certain dockage land, March 26 7809
Directing the Chief Engineer to complete certain work at LeMoyne and Lemont, Ill., April 2 7819
In reference to lease of land to Patrick C. Sullivan, April 2 7819
Reducing bond of the A. & P. Roberts Company on contract for superstructure of the Eight-Track Bridge, April 16 7834
In reference to settlement of M. Dailey claim for damages to steamer "Ellen," April 16 7835
In reference to adjustment of claim of McCarthy & Newman, for work of re-locating certain buildings, April 30 7859
In reference to claim of William Kupper, April 30 7860
In reference to lease of certain acreage land to Modesto Lenzi and Leopold Korherr, April 30 7861
In reference to the purchase of certain property from Charles W. and Hattie Tegtmeyer, May 14 7875
In reference to reduction of bond of the Pennsylvania Steel Company, on contract for sub and superstructure Taylor Street Bridge, May 21 7878
In reference to agreement with Illinois Stone Company, for removal of certain stables, engine houses, etc., May 21 7879
Transmitting agreement with the Philadelphia and Reading Coal and Iron Company for the purchase of certain property, May 21 7880
Approving bond of the Allis-Chalmers Company on contract for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, May 21 7882
In reference to the purchase of certain property from Philip M. and Mary M. Prescott, May 28 7901
Transmitting report from The Audit Company of Illinois on examination of the books of the Treasury Department, May 28 7902
In reference to the purchase of certain property from Clarence E. Carr, et al., June 4 7915
In reference to reduction of bond of the Lydon & Drews Company on contract for dredging the Chicago River, June 11 7924
In reference to lease of two certain pieces of property to the McCormick Harvesting Machine Company, June 18 7929
In reference to cancellation of former lease to the Quarries Operating Company and entering into new lease for certain dockage land, June 18 7936
In reference to lease of acreage land to Robert Turner, June 18 7939
In reference to lease of acreage land to Thomas F. Ryan, June 18 7940
In reference to lease of dockage land to the Delaney Stone Company, June 25 8002
In reference to the purchase of certain property from Edgar A. Lord et al.. July 2... 8015
In reference to approval of new bond of the Pennsylvania Steel Co. on contract for sub and superstructure Taylor Street bridge, July 16 8022
(Joint Committee on Engineering and Finance)—In reference to conveying certain property belonging to the District to the Chicago, Madison and Northern Railroad Co., July 30 8033
In reference to the purchase of certain property from Elizabeth Boyer, July 30 8033
In reference to the purchase of certain property from Houdd De Wit Gibson, August 27 8050
(Joint Committee on Engineering and Finance)—Transmitting findings of Ira O. Baker, arbitrator in the matter of the payment for certain anchor bolts for the Eight-track bridge, August 27 .....

COMMITTEE ON FINANCE, REPORTS— Page

In reference to the purchase of certain property from Marianna A. Ogden and Andrew H. Green, September 10 8061

In reference to approval of new bond of the Lydon & Drews Co. on contract for dredging the Chicago River, September 10 8062

In reference to the purchase of certain property from the Western Stone Company, September 10 8063

In reference to agreement with the Commonwealth Electric Company for the purchase of certain property, September 10 8063

In reference to the purchase of certain property from Joy Morton and Carrie Lake Morton, September 17 8069

In reference to agreement with the Glucose Sugar Refining Company for the purchase of certain property, September 17 8071

In reference to agreement with the Western Stone Company for the purchase of certain property, October 1 8099

Releasing bonds of Mason, Hoge, King & Co., on contract for Sections 6, 7, 8, 11, 12 and 13, and bond of Heldmaier & Neu on contract for Section "B," October 1. 8099

In reference to payment of $100.00 to Henry Horner, Jr., on delivery of certain quit claim deed, October 1 9000

In reference to lease of certain dockage property to the Illinois Stone Company, October 1 9001

In reference to lease of certain dockage property to the Lemont Limestone Co., October 1 9004

In reference to purchase of certain property from the trustees of the estate of Joseph W. Drexel, October 22 9022

In reference to agreement with Norton Milling Co. for the purchase of certain property, October 29 9030

Transmitting ordinance for the issuance of $1,500,000 four per cent currency bonds (13th issue), October 29 9032

In reference to the purchase of certain property from William Rotch, et al., trustees under will of Benjamin S. Rotch, deceased, October 29 9034

In reference to agreement for the purchase of certain property from the Commonwealth Electric Co., November 12 9048

On bids for thirteenth issue four per cent currency bonds, November 26 9067

In reference to approval of official bond of Stephen D. Griffin, as Clerk of the District, December 3 9083

In reference to opening an account on the books of the District with the City of Chicago, December 10 9088

In reference to agreement with Rathborne, Hair & Ridgeway Co. for the purchase of certain leasehold interests, December 17 9094

Approving bonds of the Lydon & Drews Co., on contract for the substructures of the Loomis and Eighteenth street bridges, December 17 9096

Approving bonds of the Jackson & Corbett Co. on contracts for the superstructures of the Loomis & Eighteenth street bridges, December 17 9111

In reference to reduction of bond of the A. & P. Roberts Co. on contract for superstructure eight-track bridge, December 31 9142

In reference to the purchase of certain property from Susan Keith. et. al., December 31 9143

COMMITTEE ON HEALTH AND PUBLIC ORDER, REPORTS—

In reference to employes in the Police Department, January 3 7700

Minority report on same, January 3 7701

In reference to removal of District Police Station from West Forty-eighth Street to Robey Street, May 21 7891

COMMITTEE ON JUDICIARY, REPORTS— Page
In reference to communication from West Chicago Park Commissioners regarding the levying of special assessments for Marshall Boulevard, February 5..... 7734
Transmitting articles of agreement for the settlement of the claims of Gahan & Bryne against the District, March 5..... 7777
Form of agreement above referred to, March 5..... 7777
Transmitting ordinance for the establishment of a route for the right of way for a channel in the North Branch of the Chicago River, April 23..... 7844
In reference to decree entered in the Admiralty Court of the United States in the case of James Davidson vs. Sanitary District, May 21..... 7891
In reference to decree entered by the Circuit Court of Cook County in the case of the Sanitary District vs. John J. Mitchell et al, June 4..... 7917
(Verbal.) In reference to retaining John P. Wilson and Henry S. Robbins as special counsel in water power suits, July 30..... 8034
Transmitting order in reference to advertising for bids for certain work for the preservation of the District's water power, October 8..... 9010
In reference to settlement of suits of William Menshing and John Busse, Sr., et al. for damages to real estate, October 15..... 9016

COMMONWEALTH ELECTRIC CO.—
Report Committee on Finance in reference to agreement with the, for the purchase of certain property, September 10..... 8063
Report in reference to agreement with, for the purchase of certain property, November 12..... 9048

COMMUNICATIONS—
American Straw Board Co., in reference to the work of river diversion at Lockport, Ill., referred to Committee on Judiciary, October 1..... 9005
American Bridge Company, in reference to contract for the superstructure of the Harrison street bridge, referred to the Chief Engineer and the Attorney for the Board, November 12..... 9049
Anderson, Andrew, Town Clerk of Lockport, in reference to overflows, November 19 9054
Bernamer, W. F. A., estate of, by Jonas A. Hoover, attorney, in reference to balance due for legal services, referred to Committee on Judiciary, April 2..... 7820
Bernamer, Louisa S., administratrix, in reference to bill for legal services rendered by Will F. A. Bernamer, deceased, referred to Committee on Judiciary, October 22..... 9023
Bliss, Aaron T., claiming damages to land, referred to Judiciary Committee, January 3..... 7701
Blocki, F. W., Commissioner of Public Works, regarding the blocking of the city sewer by the substructure contractors for the State Street Bridge, March 12..... 7791
Blocki, F. W., Commissioner of Public Works, regarding the stoppage of the city sewer at Randolph street, referred to the Chief Engineer, September 10..... 8065
Chicago Guaranty Fund Life Society, Almon W. Buckley and Edwin J. Zimmer, receivers, requesting payment of three certain Sanitary District bonds, due January 1, 1901, referred to Committee on Judiciary, January 30..... 7728
Chilvers, W. S., in reference to leasing certain land in Will County, referred to Committee on Finance, January 8..... 7706
Cleverdon, Thomas, claiming damages to land, referred to Attorney for the District, May 21..... 7891
Dailey, M., in reference to alleged damages sustained by steamer "Ellen" in navigating the Chicago River, referred to Committee on Finance, January 30..... 7729
Deering, C. L., in reference to extending the work of dredging in the South Fork of the South Branch of the Chicago River, referred to Committee on Engineering, May 28..... 7907
Dockendorf, Peter, in reference to cutting Canada thistles growing along the banks of the Main Channel, placed on file, July 14..... 8018
Fetzer, John C., in reference to leasing certain land, refererd to Committee on Finance, January 24..... 7721

COMMUNICATIONS— Page

Fetzer, John C., in reference to extension of street car line in Western Avenue, referred to Committee on Judiciary, March 26 7812

Gaylord, Robert, in reference to the purchase of certain property from the District, located in Will County, Ill., referred to the Committee on Finance, July 23 8025

Gemmill, H. S., representing J. H. Bigott, making claim for alleged damages to crops, placed on file, July 23 8025

Glucose Sugar Refining Co., in reference to constructing new dock at Taylor and Beach streets, referred to Committee on Engineering, November 26 9068

Hall, Thomas A. & Co., offering to lease floor space for the District's offices on the seventh floor of the National Life Building, referred to the Committee on Finance, September 17 8074

Hutchinson & Fairchild, attorneys, in reference to certain land to be acquired by the District, belonging to the estate of Joseph W. Drexel, referred to the Committee on Finance, April 2 7820

Illinois Stone Company, requesting compliance with agreement for removal and re-

Lantry, Thomas B., in reference to claim of the American Forcite Powder Manufacturing Co., referred to the Attorney for the Board and the Chief Engineer, September 17 8074

erection of certain machinery, referred to Committee on Engineering, January 8 7706

Lydon & Drews Company, making application for retained percentage on work for substructure of Canal Street Bridge, referred to Joint Committee on Finance and Engineering, June 11 7925

Manz, J., Engraving Company, in reference to order from Dr. A. R. Reynold's for certain engravings, referred to Committee on Finance with power to act, April 16 7836

Morton, Joy, claiming damages to property adjacent to the Chicago River, referred to Committee on Judiciary, February 26 7768

Nelson, Murry, in reference to pollution of the waters in the Ogden Slip, referred to Committee on Health and Public Order, August 27 8053

Noble, Charles A., requesting permission to run drain pipe over spoil bank on east side of the Desplaines River, referred to Committee on Engineering, April 23 7846

Parker & Carter, attorneys, alleging infringement of certain bridge patents, referred to Committee on Judiciary, July 30 8034

Parker & Carter, attorneys, in reference to suit for alleged damages, referred to Committee on Judiciary and Attorney for the Board, August 27 8053

Prescott, Philip M., by P. H. Keenan, attorney, making proposition for settlement of the suit of Prescott vs. the Sanitary District, referred to Committee on Finance, March 19 7796

Reynolds, Dr. Arthur R., requesting authority to expend certain moneys for work of Streams Examination, request granted, April 2 7820

Reynolds & Purkhiser, attorneys for James Ray, in reference to settlement of judgment in case of Ray vs. District, referred to Law Department, December 3 9084

Roberts, A. & P. Company, by Winston, Babcock, Strawn & Shaw, requesting a hearing on claim against the District, referred to Committee on Engineering, February 26 7768

Roberts, A. & P. Company, by Winston, Babcock, Strawn & Shaw, attorneys, requesting release of bond on contract for superstructure of Eight-track bridge, referred to Committee on Finance with power to act, March 26 7812

Schroeder, Gottlieb, in reference to purchasing rubble stone from the District, January 30 7728

Scherzer Rolling Lift Bridge Co., in reference to surety bond involving liability for supervision in constructing Scherzer bridges for the District, referred to Law Department and Chief Engineer, October 23 9022

Scherzer Rolling Lift Bridge Co., in reference to termination of contract with Frank M. Montgomery & Co. to sell designs for Scherzer bridges, placed on file, October 23 9023

Scherzer Rolling Lift Bridge Co., in reference to faulty workmanship on Canal street bridge, referred to Committee on Engineering, November 5 9042

COMMUNICATIONS— Page

Scherzer Rolling Lift Bridge Co., in reference to furnishing plans, etc., for the bridges at Harrison and Loomis streets, referred to Committee on Engineering, December 17 9127

Seddon, James A., in reference to bill for services in giving expert evidence in case of Streeter & Kenefick vs. District, referred to Law Department, April 9 7827

Sherman, George, Cook County Thistle Commissioner, in reference to Canada thistles, referred to Committee on Health and Public Order, July 30 8034

Sprague, Ralph W., transmitting resolution from property owners and business men in the vicinity of the State street bridge, referred to the Committee on Engineering, September 10 8065

Tezak, A., in reference to leasing Lots 1-6 in Levi Doty's Subdivision, near Joliet, referred to Committee on Finance, January 8 7709

Welbourn, W. T., requesting refund of fifty dollars paid to District for the temporary bridge located at Romeo, Ill., referred to Committee on Engineering, April 16 7836

Western Indiana Railroad and Belt Railway Company, by B. Thomas, requesting compliance with terms of agreement for conveyance of certain strip of land, referred to Committee on Judiciary, April 30 7864

West Chicago Park Commissioners, giving notice of public hearing on contemplated improvement for Marshall Boulevard, referred to Committee on Judiciary, January 30 7728

Young Stone Company, offering to purchase certain stone, referred to Committee on Engineering, February 19 7747

CONTRACTS—(*See also Agreements.*)—

Allis-Chalmers Company—

Form of, and specifications for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, May 21 7882

Form of, for the harness of the water power plant at the Controlling Works, September 24 8082

Jackson & Corbett Co.—

Forms of, for constructing and erecting the superstructures for the Loomis and Eighteenth Street bridges, December 17 9111

Lydon and Drews Company—

Form of, for dredging the Main Chicago River and the South Branch of the Chicago River, etc., February 26 7758

Forms of, for constructing and erecting the substructures for the Loomis and Eighteenth Street bridges, December 17 9097

CONTROLLING WORKS—

Proposal from Lombard Governor Company to furnish a "B" governor for water wheels at, referred to Committee on Engineering, April 2 7820

Verbal report of Clerk on proposals for the harness of the water power plant at, April 2 7820

Readvertising for proposals, for the harness of the water power plant at, referred to Committee on Engineering, April 2 7820

Report Engineering Committee on same, April 9 7823

Bid of Allis-Chalmers Company for harness of water power plant at, opened and referred to Committee on Engineering, May 14 7875

D

DAILEY, M.—

Communication and affidavit from, in reference to alleged damages sustained by steamer "Ellen" in navigating the Chicago River, referred to Committee on Finance, January 30 7729

Report Committee on Finance, in reference to settlement of claim of, for damages to steamer "Ellen", April 16 7835

Page

DAVIDSON, JAMES—
Report Committee on Judiciary in reference to decree entered in the Admiralty Court of the United States in the case of, vs. The Sanitary District, May 21..... 7891

DEERING, C. L.—
Communication from, in reference to extending the work of dredging in the South Fork of the South Branch of the Chicago River, referred to the Committee on Engineering, May 28..... 7907
Report on same, June 11..... 7922

DELANEY STONE COMPANY—
Report Committee on Finance in reference to lease of certain dockage land to, June 25 8002

DOCKENDORF, PETER—
Communication from, in reference to cutting Canada thistles growing along the banks of the Main Channel, placed on file July 14..... 8018

DREXEL, JOSEPH W., ESTATE OF—
Report Committee on Finance in reference to purchase of certain property from the trustees of the, October 22..... 9022

DUPONT, HENRY A., ET AL.—
Attorney directed to file a certain stipulation in condemnation proceedings of the District vs., December 10..... 9088

E

ENGINEERING DEPARTMENT—
Annual property return of, for 1901, March 5..... 7773
Annual report for the year 1901, June 25..... 7950
Monthly report for December, 1901, January 30..... 7725
Monthly report for January, 1902, February 26..... 7751
Monthly report for February, 1902, March 19..... 7794
Monthly report for March, 1902, April 23..... 7838
Monthly report for April, 1902, May 28..... 7897
Monthly report for May, 1902, June 25..... 7946
Monthly report for June, 1902, July 30..... 8029
Monthly report for July, 1902, August 27..... 8046
Monthly report for August, 1902, September 24..... 8077
Monthly report for September, 1902, October 29..... 9026
Monthly report for October, 1902, November 26..... 9056
Monthly report for November, 1902, December 31..... 9137
Requisition No. 607 from, for quarterly supplies, allowed, January 8..... 7706
Requisition No. 608 from, for quarterly supplies, allowed, April 2..... 7818
Requisition No. 608 from, for quarterly supplies, allowed July 12..... 8012
Requisition No. 610, for quarterly supplies, allowed Oct. 1..... 9605

ENGINEERING DEPARTMENT, CHIEF ENGINEER ISHAM RANDOLPH—
Directed to build iron stairway leading to bridge at Romeo, Ill., January 3..... 7696
Directed to remove and re-erect by day labor, certain machinery, etc., for the Illinois Stone Company, January 3..... 7698
Authorized to sell to Gottlieb Schroeder sixty yards of rubble stone, February 5..... 7734
Final certificate of, on contract for substructure of Ashland Avenue bridge, February 19..... 7746
Final certificate of, on contract of John A. Larson for work on buildings at Bear Trap Dam, Lockport, March 5..... 7776
Final certificate of, on contract for superstructure of Eight-track Bridge, Section O, March 12..... 7783
Authorized and directed to construct a temporary foot bridge crossing the Chicago River at State Street, March 19..... 7797

ENGINEERING DEPARTMENT, CHIEF ENGINEER ISHAM RANDOLPH— Page
Final certificate of, on contract with Heldmaier & Neu for work on Section 17, Main Channel, March 26 7807
Directed to waterproof weight pits in abutments of Canal Street Bridge at cost not to exceed $235.31, March 26. 7812
Report Committee on Finance directing the Chief Engineer to complete certain work at LeMoyne and Lemont, Ill., April 2..... 7819
Communication from, requesting appointment of arbitrator for questions at issue between the District and Chicago Terminal Transfer Railroad Company, referred to Committee on Engineering, April 2..... 7820
Report Committee on Engineering instructing the Chief Engineer to readvertise for proposals for the harness of the water power plant at the Controlling Works, April 9 7823
Final certificate of, on superstructure Chicago Terminal Transfer Railroad Company's Bridge, April 9..... 7824
Report from, on claims of Pennsylvania Steel Company for extras on account of superstructure of Chicago Terminal Transfer Railroad Company's Bridge, April 9 7825
Directed to report to Committee on Engineering whether Rule 38, pertaining to the Engineering Department, had been enforced, April 9..... 7827
Report on same, April 16. 7831
Joint certificate of Chief Engineers covering capitalization of Belt Railway Company's Bridge, crossing the Main Channel on Section K, April 23..... 7843
Recommendation from, with reference to claim of McCarthy & Newman for work of re-locating certain buildings, April 30. 7859
Report from, on claim of William Kupper, April 30..... 7860
Communication from, transmitting drawings showing proposed location of bridge at Loomis Street, referred to Committee on Engineering, May 9..... 7869
Directed to present to Committee on Engineering surveys and measurements showing location for new bridges and property to be acquired, May 14..... 7875
Directed to remove District Police Station from Forty-eighth Street to Robey Street, May 21..... 7891
Final certificate of, on contract for excavating solid rock from the South Fork of the South Branch of the Chicago River, referred to the Committee on Engineering, May 28 7901
Report from, transmitting findings of the Board of Arbitrators in reference to the claims of Gahan & Byrne, June 4. 7914
Empowered to appoint an arbitrator to settle questions at issue between the District and the Pennsylvania Company, Chicago Terminal Transfer Railroad Company and the Chicago Junction Railway Company regarding the Eight-Track Bridge, May 28,..... 7908
Final certificate of, on contract with Hall Bascule Bridge Company for plans for the Harrison Street Bridge, June 11..... 7922
Granting authority to, to repair concrete walls and paint the bridges crossing the Main Channel, June 11..... 7923
Directed to resume the work necessary to control the water power near Hickory Creek and execute all plans for the control of the water power below the Controlling Works, July 14..... 8018
Verbal report from, with reference to wrecked steamer "I. M. Weston," referred to the Committee on Judiciary and the Law Department, September 10..... 8065
Communication from the Commissioner of Public Works regarding the stoppage of the city sewer at Randolph street, referred to, September 10 8065
Directed to prepare plans, specifications and advertisement re-inviting proposals for the construction of the superstructure of the Harrison street bridge, October 8..... 9010
Directed to summarize and tabulate bids on sub and superstructures for the Loomis and Eighteenth Street bridges, November 5 9039
Verbal report from, in reference to unfinished approaches to the Main Street bridge, referred to Committee on Engineering, November 5..... 9042

ENGINEERING DEPARTMENT, CHIEF ENGINEER ISHAM RANDOLPH— Page
Communication from, transmitting form of advertisement for work of dredging and docking in the Chicago River during the year 1903, November 12..... 9046
Verbal statement from, in reference to the work of constructing docks, November 26. 9072
Final certificate of, on completion of contract with Lydon & Drews Co. for dredging the Chicago River, December 17..... 9093
Authorized and directed to remove the boom anchored across the channel at Ruby Street, Joliet, December 17..... 9094
Verbal report of, in reference to increase in counterweights for the Randolph and State Street bridges, December 24..... 9133
Final certificate of, on contract of Lydon & Drews Co. for excavating solid rock from the South Fork of the South Branch of the Chicago River, December 31..... 9142

F

FETZER, JOHN C.—
Communication from, in reference to leasing certain land, referred to Committee on Finance, January 24..... 7721
Communication from, in reference to extension of street car line in Western Avenue, referred to Committee on Judiciary, March 26..... 7812

G

GAHAN & BRYNE—
Report of Committee on Judiciary transmitting articles of agreement for the settlement of the claims of, against the District, March 5..... 7777
Report Committee on Engineering transmitting Chief Engineer's report and findings of the Board of Arbitrators in reference to the claims of, June 4..... 7914

GAYLORD, ROBERT—
Communication from, regarding the purchase of certain property from the District, located in Will County, Ill., referred to the Committee on Finance, July 23..... 8025

GEMMILL, H. S.—
Communication from, representing J. H. Bigott, making claim for alleged damages to crops, placed on file, July 23..... 8025

GIBSON, HOUDD DE WIT—
Report Committee on Finance in reference to the purchase of certain property from, August 27..... 8050

GLUCOSE SUGAR REFINING CO.—
Report Committee on Finance in reference to agreement with, for the purchase of certain property, September 17..... 8071
Communication from, in reference to constructing new dock at Taylor and Beach Streets, referred to the Committee on Engineering, November 26..... 9068

GOHEEN MANUFACTURING CO.—
Proposition from the, to waterproof weight pits in abutments of Canal Street bridge, accepted, March 26..... 7812

GOTZ, LEO.—
Report Committee on Finance transmitting form of lease with, for certain acreage land, March 19..... 7797

GREEN, ANDREW H.—
Report Committee on Finance in reference to the purchase of certain property from, September 10..... 8061

GRIFFIN, STEPHEN D—(*See also Clerical Department.*)
Election of, as clerk of the District to succeed A. R. Porter, resigned, November 26.. 9073
Directed to assume duties as Clerk on approval of official bond by Committee on Finance, November 26..... 9073
Report Committee on Finance approving official bond of, December 3..... 9083

H

HALL BASCULE BRIDGE CO.— Page
Report Committee on Engineering transmitting Chief Engineer's final certificate on contract with, for Harrison Street Bridge plans, June 11 7922

HALL, THOMAS A. & CO.—
Communication from, offering to lease floor space for the District's offices on the seventh floor of the National Life Building, referred to the Committee on Finance, September 17 8074

HAYDEN, THOMAS—
Order directing payment of February, 1902, salary to widow of, February 26 7768

HELDMAIER & NEU—
Report Committee on Finance reducing bond of, on contract work for Section 17 and approval of new bond, February 5 7733
Report Committee on Engineering in referenae to final certificate on contract with, for work on Section 17, Main Channel, March 26 7806
Report Committee on Finance releasing bond of, on contract for Section "B," October 1 8099

HORNER, HENRY, JR.—
Report Committee on Finance in reference to payment of $100.00 to, on delivery of certain quit-claim deed, October 1 9000

HUTCHINSON & FAIRCHILD—
Communication from, in reference to certain land to be acquired by the District belonging to the estate of Joseph W. Drexel, referred to the Committee on Finance April 2 7820

I

ILLINOIS STONE CO.—
Report of Committee on Finance directing Chief Engineer to remove and re-erect certain machinery, January 3 7698
Communication from, requesting compliance with agreement for removal and re-erection of certain machinery, referred to Committee on Engineering, January 8, 7706
Report Committee on Finance in reference to agreement with, for removal of certain stables, engine houses, etc., May 21 7879
Form of agreement with, for the removal of certain stables, engine houses, etc., June 4 7913
Report Committee on Finance in reference to lease of certain dockage property to, October 1 9001

ILLINOIS TRUST AND SAVINGS BANK—
Bid of, for thirteenth issue four per cent currency bonds opened and referred to Committee on Finance, November 19 9052
Report Finance Committee awarding sale of bonds of the thirteenth issue to, November 26 9067

J

JACKSON & CORBETT CO.—
Loomis Street Bridge—
Award of contract to, for superstructure of, November 26 9062
Eighteenth Street Bridge—
Award of contract to, for superstructure of, November 26 9063
Report Committee on Finance approving bonds of the, on contracts for the superstructures of the Loomis and Eighteenth Street bridges, December 17 9111

JONES, ALEXANDER J.—
Appointed member of committee to entertain representatives of the French Republic, June 4 7918

K

Page

KEITH, SUSAN, ET AL.—
Report Committee on Finance in reference to the purchase of certain property from, December 31 ... 9143

KORHERR, LEOPOLD—
Report Committee on Finance in reference to lease of certain acreage land to, April 30 ... 7861

KUPPER, WILLIAM—
Report Committee on Finance in reference to claim of, April 30 ... 7860

L

LAW DEPARTMENT—
Annual report of, for 1901, April 30 ... 7848
Monthly report for December, 1901, January 22 ... 7711
Monthly report for January, 1902, February 19 ... 7741
Monthly report for February, 1902, April 9 ... 7822
Monthly report for March, 1902, May 21 ... 7878
Monthly report for April, 1902, August 27 ... 8044
Monthly report for May, 1902, July 2 ... 8013
Monthly report for June, 1902, August 27 ... 8045
Monthly report for July, 1902, September 10 ... 8060
Monthly report for August, 1902, October 22 ... 9020
Monthly report for September, 1902, November 12 ... 9046
Monthly report for October, 1902, December 10 ... 9086

LAW DEPARTMENT, JAMES TODD, ATTORNEY—
Ordered, under directions of the Finance Committee to file petitions for condemnation against certain property in Will County, Ill., July 16 ... 8022
Authorized and directed to file a certain stipulation and agreement in the condemnation proceedings of the District vs. the Peoples' Gas Light & Coke Co., November 26 ... 9068
Communication from, recommending settlement of suits of William J. Adam et al., December 3 ... 9083
Directed to file a certain stipulation in the condemnation proceedings of the District vs. Henry A. Dupont et al., December 10 ... 9088

LARSON, JOHN A.—
Report Committee on Finance in reference to payment of certain bill to, January 30. 7728
Report Committee on Engineering in reference to final certificate of Chief Engineer on completion of contract of, for work on buildings at Bear Trap Dam, March 5. 7776

LAWRENCE AVENUE PUMPING STATION—
Resolution in reference to the, December 17 ... 9130

LEASES—
Borkowski, Frank, for certain land, February 26 ... 7757
Carroll, Timothy, for certain land, February 19 ... 7746
Delaney Stone Company, for certain dockage land, June 25 ... 8002
Gotz, Leo, for certain acreage land, March 19 ... 7797
Illinois Stone Co., for certain dockage property, October 1 ... 9001
Korherr, Leopold, for certain acreage land, April 30 ... 7864
Lemont Limestone Co., for certain dockage property, October 1 ... 9004
Lenzi, Modesto, for certain acreage land, April 30 ... 7861
McCormick Harvesting Machine Company, for two certain pieces of property, June 18 7929
Polarek, Joseph, for certain farming land, March 19 ... 7798
Quarries Operating Company, for certain dockage land, March 26 ... 7809
Quarries Operating Company, new lease for certain dockage land, June 18 ... 7936
Ryan, Thomas F., for certain acreage land, June 18 ... 7941
Security Building, for Sanitary District offices, February 26 ... 7756
Sullivan, Patrick C., for certain land, April 2 ... 7819
Turner, Robert, for certain acreage land, June 18 ... 7940

LEMONT LIMESTONE CO.— Page
Report Committee on Finance in reference to lease of certain dockage property to the, October 1 9004

LENZI, MODESTO—
Report Committee on Finance in reference to lease of certain acreagé land to, April 30 7861

LILLY, MARY C. AND GUY—
Report Committee on Finance in reference to the purchase of certain property from, January 22 7715

LIND BUILDING—
Report Committee on Engineering transmitting communications relative to, April 16, 7833
Communications above referred to, April 16 7833

LOMBARD GOVERNOR CO.—
Proposal from, to furnish a "B" governor for waterwheels at Controlling Works, referred to Committee on Engineering, April 2 7820

LORD, EDGAR, A., ET AL.—
Report Committee on Finance in reference to the purchase of certain property from, July 2 8015

LYDON & DREWS CO.—
Report Committee on Engineering awarding contract for Chicago River dredging, etc., to, February 19 7743
Report Committee on Finance approving bond of, on contract for dredging the Main Chicago River and the South Branch of the Chicago River, etc., February 26 7758
Final certificate of Chief Engineer on completion of contract with, for excavating solid rock from the South Fork of the South Branch of the Chicago River, referred to the Committee on Engineering, May 28 7901
Report Committee on Finance, reducing bond of, on contract for dredging the Chicago River, June 11 7924
Communication making application for retained percentage on work for substructure of Canal Street bridge, referred to Joint Committee on Finance and Engineering, June 11 7925
Report Committee on Finance approving new bond of the, on contract for dredging the Chicago River, September 10 8062
Award of contract to, for substructure of Loomis Street Bridge, November 26.. 9062
Award of contract to, for substructure of Eighteenth Street Bridge, November 26 9063
Report Committee on Engineering in reference to final certificate of the Chief Engineer on completion of contract with, for dredging the Chicago River, December, 17 9093
Report Committee on Finance approving bonds of the, on contracts for the substructures of the Loomis and Eighteenth Street bridges, December 17 9096
Report Committee on Engineering in reference to the final certificate of the Chief Engineer on completion of contract with, for the excavation of solid rock from the South Fork of the South Branch of the Chicago River, December 31 9142

M

MANZ, J., ENGRAVING CO.—
Communication from, in reference to order from Dr. A. R. Reynolds for certain engravings, referred to Committee on Finance with power to act, April 16 7836

MASON, HOGE, KING & CO.—
Report Committee on Finance releasing bonds of, on contract for Sections 6, 7, 8, 11, 12 and 13, October 1 8099

MASON, LEWIS & CO.—
Bid of, for twelfth issue four per cent currency bonds opened and awarded to, January 30 7724

MATHEWSON, ARTEMUS J.— Page

Report Committee on Finance in reference to agreement with, for the purchase of certain maps, plats, notes, surveys, etc., March 12 7784

Bill from, for maps of Chicago River and Calumet District, referred to Committee on Finance, May 9 7869

McCARTHY & NEWMAN—

Report Committee on Engineering in reference to claim of, for work of re-locating certain buildings, April 30 7859

McCONNELL, BENJAMIN F.—

Report Committee on Finance in reference to the purchase of property adjacent to the Chicago River from, February 26 7755

McCORMICK HARVESTING MACHINE CO.—

Report Committee on Engineering granting permission to the, to lay a tile drain, April 16 7832

Form of above permit, April 16 7832

Report Committee on Finance transmitting leases for two certain pieces of property to, June 18 7929

MEETINGS—(*Regular*)

January 8 7703
January 22 7709
February 5 7731
February 12 7735
February 19 7739
February 26 7749
March 5 7771
March 12 7781
March 19 7793
March 26 7801
April 2 7815
April 9 7821
April 16 7829
April 23 7837
April 30 7847
May 14 7871
May 28 7895
June 11 7919
June 25 7943
July 23 8023
August 27 8041
September 10 8057
September 24 8075
October 1 8095
October 8 9007
October 15 9013
October 22 9019
October 29 9025
November 5 9037
November 12 9043
November 19 9051
November 26 9055
December 3 9081
December 10 9085
December 17 9091
December 24 9131
December 31 9135

MEETINGS—(*Special*)— Page
Call for, January 3 7695
Call for, January 30 7723
Call for, May 9 7867
Call for, May 21 7877
Call for, June 4 7911
Call for, June 18 7927
Call for, July 2 8011
Call for, July 14 8017
Call for, July 16 8018
Call for, July 30 8027
Call for, August 11 8037
Call for, September 17 8067

MEETINGS—(*Adjourned*)—
January 9 7707
January 23 7716
January 24 7717
February 13 7735

MEETING—(*Annual*)—
December 2 9075

MEMORIAL TO CONGRESS (*Revised*)—
Verbal report of Sub-Committee in reference to printing revised "Memorial to Congress," November 12 9048

MENSHING, WILLIAM—
Report Committee on Judiciary in reference to settlement of suit for damages to real estate with, October 15 9016

MITCHELL, JOHN J.—
Report Committee on Judiciary in reference to decree entered by the Circuit Court of Cook County in the case of, vs. The Sanitary District, June 4 7917

MORTON, JOY—
Communication from, claiming damages to property adjacent to the Chicago River, referred to Committee on Judiciary, February 26 7768
Report Committee on Finance in reference to the purchase of certain property from, September 17 8069

N

NELSON, MURRY—
Communication from, in reference to pollution of the waters in the Ogden Slip, referred to Committee on Health and Public Order, August 27 8053

NOBLE, CHARLES A.—
Communication from, requesting permission to run drain pipe over spoil bank on east side of the Desplaines River, referred to Committee on Engineering, April 23 7846

NORTH BRANCH CHICAGO RIVER IMPROVEMENT—
Report of Sub-Committee on, April 2 7818
Ordinance for the establishment of a route for the right of way for a channel in the, April 23 7844
Resolution in reference to the completion, within two years, of channel for, April 23. 7845

NORTHWESTERN UNIVERSITY—
Report of Committee on Finance in reference to purchase of certain property from, January 3 7697

NORTON MILLING CO.—
Report of Committee on Finance in reference to agreement with, for the purchase of certain property, October 29 9030

O

O'BRIEN, JOHN & CO.— Page
Bill from, for plans, labor, etc., for temporary foot-bridge at State Street, referred to Committee on Engineering, April 23 7846

OGDEN, MARIANNA A.—
Report Committee on Finance in reference to the purchase of certain property from, September 10 8061

ORDERS—
Providing for the purchase or condemnation of lands for the improvement of the Chicago River, January 9 7707
Empowering Committee on Finance to secure by purchase or condemnation proceeedings, certain property from the south line of Twelfth street to the east line of Ashland avenue, January 22 7715
Directing Clerk to return check of Farson, Leach & Co., deposited with bid on bonds of the twelfth issue, and deposit check of Mason, Lewis & Co., with Treasurer of District to apply on purchase price of said bonds, February 5 7732
Directing incineration of unissued 3½ per cent bonds of the twelfth issue, February 19 7747
Directing payment of February, 1902, salary to the widow of Thomas Hayden, deceased, February 26 7768
In reference to proceeding with condemnation suits of river property and construction of new bridges, referred to Committee on Engineering, March 26 7812
Report Engineering Committee on same, May 14 7875
Directing payment of semi-annual interest due April 1, 1902, on eleventh issue of bonds, April 2 7816
Directing payment of semi-annual interest on first issue of five per cent bonds, April 23 7846
In reference to convening meetings of the Board's Committees in executive session, May 21 7892
Directing payment of taxes on lands in Will County, Ill., June 25 8005
Directing payment of principal and interest of bonds maturing July 1, 1902, June 25. 8005
Directing Clerk to draw warrant on Treasurer in the sum of $70.41 for the payment of special assessment taxes on real estate in the City of Joliet, Ill., July 2 8015
Directing President and Clerk to draw warrant in the sum of $25,000.00 for regular and force account pay-rolls, July 30 8035
Directing payment of principal and interest of bonds maturing October 1, 1902, September 24 8091
Report of Committee on Judiciary in reference to advertising for bids for certain work for the preservation of the District's water power, October 8 9010
Closing office of the District, Thursday, October 9, 1902, "Chicago Day," October 8, 9010
Directing payment of principal and interest of bonds maturing November 1, 1902, October 29 9035
Directing payment of principal and interest of bonds maturing January 1, 1903, December 24 9133

ORDINANCES—
For the issuance of $2,000,000 three and one-half per cent currency bonds (twelfth issue), January 3 7699
Repealing ordinance providing for the issuance of $2,000,000 three and one-half per cent currency bonds (twelfth issue), passed January 3, 1902, January 23 7716
For the issuance of $2,000,000 four per cent currency bonds (twelfth issue), January 24 7720
For the establishment of a route for the right of way for a channel in the North Branch of the Chicago River, referred to the Committee on Judiciary, April 9 .. 7827
Above ordinance adopted, April 23 7844
For tax levy of 1902, July 30 8035
For the issuance of $1,500,000.00 four per cent currency bonds (13th issue), October 29 9033

P

PAGE & SHNABLE— Page
Report Committee on Engineering in reference to final certificate on contract for sub-structure of Ashland Avenue bridge, February 19 7745
Final certificate above referred to, February 19 7746
Report Committee on Finance in reference to sale of second-hand lumber to, March 12 7784

PALTZER, C. A., LUMBER CO.—
Report Committee on Finance in reference to proposition from the, to remove and rebuild certain sheds, etc., located on property purchased from the Northwestern University, March 26 7808

PARKER & CARTER—
Communication from, alleging infringement of certain bridge patent, referred to Committee on Judiciary, July 30 8034
Communication from, in reference to suit for alleged damages, referred to Committee on Judiciary and Attorney for the Board, August 27 8053

PAY ROLLS—
Monthly, for January, 1902, January 30 7729
Monthly, for February, 1902, February 26 7768
Monthly, for March 1902, March 26 7813
Monthly, for April, 1902, April 30 7864
Monthly, for May, 1902, May 28 7908
Monthly, for June, 1902, June 25 8008
Monthly, for July, 1902, July 30 8035
Monthly, for August, 1902, August 27 8053
Monthly, for September, 1902, September 24 8092
Monthly, for October, 1902, October 29 9035
Monthly, for November, 1902, November 26 9073
Monthly, for December, 1902, December 31 9144

PENNSYLVANIA STEEL CO.—
Report Committee on Engineering transmitting Chief Engineers final certificate on contract for the superstructure of the Chicago Terminal Transfer Railroad Company's Bridge, April 9 7824
Report from Chief Engineer on claims of, for extras on account of superstructure Chicago Terminal Transfer Railroad Company's Bridge, April 9 7825
Report Committee on Finance reducing bond of the, on contract for sub and superstructure of the Taylor Street Bridge, May 21 7878
Report Committee on Finance approving new bond of, on contract for sub and superstructure Taylor Street bridge, July 16 8022

PEOPLES GAS LIGHT AND COKE CO.—
Resolution directing the Attorney for the District to file a certain stipulation and agreement in the condemnation proceedings of the District vs. the, November 26. 9068

PETITIONS—
For removal of dams at Henry and Copperas Creek, referred to Committee on Federal Relations, June 25 8007

PHILADELPHIA AND READING COAL AND IRON CO.—
Report Committee on Finance transmitting agreement with, for the purchase of certain property from the, May 21 7880

POLAREK, JOSEPH—
Report Committee on Finance transmitting form of lease with, for certain farming land, March 19 7798

POLICE DEPARTMENT—
Report Committee on Health and Public Order in reference to employes in, January 3. 7700
Minority report on same, January 3 7701
Annual report from, for 1901, January 22 7711

Page

PORTER, A. R., CLERK—(*See also Clerical Department.*)
Resignation of, as Clerk of the District, November 26 9072
Resolution in reference to resignation of, November 26 9072

PRESCOTT, PHILLIP M—
Communication from, by P. H. Keenan, attorney, making proposition for settlement of the suit of Prescott vs. the Sanitary District, referred to Committee on Finance, March 19 7799
Report Committee on Finance in reference to the purchase of certain property from, May 28 7901

PRESIDENT OF THE BOARD, THOMAS A. SMYTH—
Appointed member of Special Committee to appear before Board of Local Improvements of the West Chicago Park Commissioners in reference to special assessments for Marshall Boulevard, February 5 7734
Authorized to endorse extension of lease for certain land to Timothy Carroll, February 19 7746
Certificate of, attesting to destruction of unissued 3½ per cent bonds of the twelfth issue, February 26 7751
Report from, and Clerk in reference to having executed agreement with Illinois Stone Company for the removal of certain stables, etc., June 4 7913
Authorized and directed to revoke permit issued to steamer "I. M. Weston" to navigate the Drainage Channel, June 4 7918
Annual message from, December 2 9075
Re-election of, as, December 2 9078
Appointment of Standing Committees by, for the year 1902-3, December 2 9078

PRESIDENT AUTHORIZED AND DIRECTED—
To pay (with Clerk) $2,696.65 to the Northwestern University for certain property, January 3 7697
To pay (with Clerk) $2,905.00 to Mary C. and Guy Lilly for certain property, January 22 7715
To pay (with Clerk) certain bills to John A. Larson and the City of Joliet, January 30 7728
To pay (with Clerk) $26,848.52 to Abbie M. and Frederick R. Babcock for certain property adjacent to the Chicago River, February 5 7733
To execute (with Clerk) contract with Lydon & Drews Company for dredging the Main Chicago River and the South Branch of the Chicago River, February 19 ... 7743
To pay (with Clerk) to Page & Shnable final certificate on contract for substructure of Ashland Avenue Bridge, February 19 7745
Authorized to incinerate (with Clerk) and Chairman of Finance Committee, unissued 3½ per cent bonds of the twelfth issue, February 19 7747
To execute (with Clerk) lease for offices in Security Building, February 26 7755
To pay (with Clerk) $2,104.03, to Benjamin F. and Ella M. McConnell, for certain property adjacent to the Chicago River, February 26 7755
To execute (with Clerk) lease to Frank Borkowski, for certain land, February 26 ... 7757
To execute (with Clerk) articles of agreement for the settlement of the claims of Gahan & Byrne against the District, March 5 7777
To pay (with Clerk) to A. & P. Roberts Company $21,229.61, on final certificate of Chief Engineer, for superstructure of Eight-track Bridge, Section O, March 12. 7783
To execute (with Clerk) articles of agreement with Artemus J. Mathewson, for the purchase of certain maps, plats, notes, etc., March 12 7785
To pay (with Clerk) $6,000.00 to Artemus J. Mathewson, on delivery of signed agreement for certain maps, plats, notes, etc., March 12 7785
To execute (with Clerk) lease to Leo Gotz, for certain acreage land, March 19 7797
To execute (with Clerk) lease to Joseph Polarek, for certain farming land, March 19 7798
To pay (with Clerk) final certificate on contract with Heldmaier & Neu, for work on Section 17, Main Channel, March 26 7806

PRESIDENT AUTHORIZED AND DIRECTED— Page

To pay (with Clerk) $965.00 to the C. A. Paltzer Lumber Company on completion of contract for removing and rebuilding certain sheds, etc., located on property purchased from the Northwestern University, March 26 7808
To execute (with Clerk) lease to Quarries Operating Company, for certain dockage lands, March 26 7808
To execute (with Clerk) lease to Patrick C. Sullivan, for certain land, April 2 7819
To pay (with Clerk) $12,326.00 to the Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company, as indemnity and repairs for bridge crossing Main Channel on Section K, April 23 7842
To execute (with Clerk) contract with Allis-Chalmers Company, for constructing and erecting pumping engines at Thirty-ninth Street Pumping Station, April 30, 7858
To pay (with Clerk) $351.00 to McCarthy & Newman, for work of re-locating certain buildings, April 30 7859
To execute (with Clerk) lease to Modesto Lenzi and Leopold Korheer, for certain acreage lands, April 30 7861
To pay (with Clerk) $7,239.00 to Charles W. and Hattie Tegtmeyer, for certain property, May 14 7875
To pay (with Clerk) $5,900.00 to the Illinois Stone Company, for removal of certain stables, engine houses, etc., May 21 7879
To execute (with Clerk) agreement with Philadelphia and Reading Coal and Iron Company, for the purchase of certain property, May 21 7880
To pay (with Clerk) $6,666.34 to Thomas Davidson upon his satisfying decree entered against the District in the Admiralty Court of the United States, May 21 7891
To pay (with Clerk) $10,000.00 to Philip M. and Mary M. Prescott, for certain property, May 28 7901
To pay (with Clerk) $9,831.75 to Gahan & Byrne, on their filing acceptance of the finding of the Board of Arbitrators, on their claims against the District, June 4. 7914
To pay (with Clerk) $7,522.90 to Clarence E. Carr et al, for certain property, June 4. 7916
To pay (with Clerk) $3,412.66 to John J. Mitchell and William H. Mitchell, for certain property, June 4 7917
To pay (with Clerk) $5,478.52 to the Hall Bascule Bridge Company, final payment for plans for Harrison Street bridge, June 11 7922
To execute (with Clerk) leases to the McCormick Harvesting Machine Company, for two certain pieces of property, June 18 7929
To execute (with Clerk) lease to Quarries Operating Company, for certain dockage land, June 18 7936
To execute (with Clerk) lease to Robert Turner for certain acreage land, June 18... 7940
To execute (with Clerk) lease to Thomas F. Ryan, for certain acreage land, June 18. 7941
To execute (with Clerk) lease to the Delaney Stone Company, for certain dockage land, June 25 8002
To execute (with Clerk) contract with Allis-Chalmers Co. for the harness of the water-power plant at the Controlling Works, July 2 8014
To pay (with Clerk) $5,693.00 to Edgar A. Lord, et al. for certain property, July 2... 8015
To pay (with Clerk) $4,006.06 to Elizabeth Boyer for certain property, July 30 8033
To execute (with Clerk) deed conveying certain property to the Chicago, Madison & Northern Railroad Co., July 30 8033
To draw (with Clerk) warrant in the sum of $25,000.00 for regular and force account pay-rolls, July 30 8035
To advertise (with Clerk) bids for constructing certain works for the conservation of the District's water-power, August 11 8039
To pay (with Clerk) $2,363.35 to Houdd DeWit Gibson, for certain property, August 27 8050
To pay (with Clerk) $5,113.74 to Marianna A. Ogden and Andrew H. Green for certain property, September 10 8062
To pay (with Clerk) $13,784.54 to the Northern Trust Co., Trustee, for certain property purchased from the Western Stone Co., September 10 8063

PRESIDENT AUTHORIZED AND DIRECTED— Page
To execute (with Clerk) agreement with the Commonwealth Electric Co. for the purchase of certain property, September 10 8064
To pay (with Clerk) $49,156.34 to Joy Morton and Carrie Lake Morton for certain property, September 17 8070
To pay (with Clerk) $113,155.05 to the Glucose Sugar Refining Co. for certain property, September 17 8071
To advertise (with Clerk) for bids on superstructure Harrison street bridge, October 15 9015
To pay (with Clerk) $469.36 to the trustees of the Trust Estate of Joseph W. Drexel, deceased, for certain property, October 22 9022
To pay (with Clerk) $225,000.00 to the Norton Milling Co. for certain property, October 29 9030
To pay (with Clerk) $3,832.26 to William Rotch et al., trustees under the will of Benjamin S. Rotch, deceased, for certain property, October 29 9034
To pay (with Clerk) $17,722.27 to the Commonwealth Electric Co. for certain property, November 12 9048
To execute (with Clerk) contracts with the Lydon & Drews Co. for the substructures of the Loomis and Eighteenth Street bridges and contracts with the Jackson & Corbett Co. for the superstructures of the Loomis and Eighteenth street bridges, November 26 9062
To execute (with Clerk) agreement with American Telephone and Telegraph Co. of Illinois for a right of way, November 26 9065
To execute (with Clerk) and deliver to the Treasurer of the District entire thirteenth issue of 4 per cent currency bonds, November 26 ..... 9 67
To pay (with Clerk) final certificate on contract with Lydon & Drews Co. for dredging the Chicago River, December 17 9093
To pay (with Clerk) $2,500.00 to Rathborne, Hair & Ridgeway Co. for certain leasehold interests, December 17 9095
To pay (with Clerk), final certificate on contract with the Lydon & Drews Co. for excavating solid rock from the South Fork of the South Branch of the Chicago River, December 31 9142
To pay (with Clerk) $11,598.96, less $692.95 to Susan Keith et al. for certain property, December 31 9143

Q

QUARRIES OPERATING CO.—
Report Committee on Finance in reference to sale of 1,370 cubic yards dimension stone to the, March 26 7808
Report Committee on Finance transmitting lease with, for certain dockage land, March 26 7809
Report Committee on Finance in reference to cancellation of former lease and entering into new lease with, for certain dockage lands, June 18 7936

R

RANDOLPH, ISHAM, CHIEF ENGINEER—(*See Engineering Department.*)

RATHBORNE, HAIR & RIDGEWAY CO.—
Report Committee on Finance in reference to agreement with, for the purchase of certain leasehold interests, December 17 9094

RAY, JAMES—
Communication from Reynolds & Purkhiser, attorneys for, in reference to settlement of judgment in the case of Ray vs. District, referred to the Law Department, December 3 9084

REQUISITIONS— Page

Engineering Department—
No. 607 (quarterly supplies) allowed, January 8 7706
No. 608 (quarterly supplies) allowed, April 2 7818
No. 609 (quarterly supplies) allowed, July 2 8012
No. 610 (quarterly supplies) allowed, October 1 9005

Treasury Department—
No. 1127 (office chair) allowed, April 23 7846

RESOLUTIONS—

Directing the Clerk to publish the monthly pay-rolls in the Proceedings of the Board, January 3 7701

In reference to completion, within two years, of Channel for the improvement of the North Branch of the Chicago River, April 23 7845

In reference to preventing further pollution of the waters of Lake Michigan, referred to Committee on Engineering, May 28 7907

Providing for the appointment of a committee of five members to entertain representatives of the French Republic. June 4 7917

In reference to permitting public sewers hereafter to be constructed in the Calumet region to drain into the Main Channel, motion to adopt lost, June 11 7924

Ratifying the act of William Boldenweck, former President and Joseph F. Haas, former Clerk, in executing contract with the Economy Light and Power Company and the Canal Commissioners, June 25 8006

Directing the Attorney for the District to file certain stipulation and agreement in the condemnation proceedings of the District vs. The Peoples Gas Light and Coke Co., et al., November 26 9068

In reference to resignation of A. R. Porter as Clerk of the District, November 26 9072

In reference to the Lawrence Avenue Pumping Station, December 17 9130

REYNOLDS, DR. ARTHUR R.—

Communication from, requesting authority to make certain expenditures to complete the work of streams examinations, request granted, April 2 7820

ROBBINS, HENRY S.—

Verbal report Committee on Judiciary in reference to retaining John P. Wilson and, as special counsel in water-power suits, July 30 8034

ROBERTS, A. & P., COMPANY—

Communication from, by Winston, Babcock, Strawn and Shaw, requesting a hearing on claim of, against the District, referred to Committee on Engineering, Feb. 26. 7768

Report Committee on Engineering transmitting final certificate of Chief Engineer on contract with, for superstructure of Eight-Track Bridge, Section "O", March 12 .. 7783

Communication from, by Winston, Babcock, Strawn and Shaw, attorneys, requesting release of bond on contract for superstructure of Eight-Track Bridge, referred to Committee on Finance with power to act, March 26 7812

Report Committee on Finance reducing bond of, on contract for superstructure of the Eight-Track Bridge, April 16 7834

Report Committee on Finance in reference to reduction of the bond of the, on contract for the superstructure of the Eight-Track Bridge, Section "O," December 31 9142

ROTCH, WILLIAM, ET AL.—

Report Committee on Finance in reference to the purchase of certain property from, trustees under the will of Benjamin S. Rotch, deceased, October 29. 9034

RULES AND REGULATIONS—

Amendment to Rule 49, presented March 5 7779

Above amendment adopted, March 12 7791

RUNNELLS, JOHN S.—

Resignation of, as General Counsel for the District, December 2 9078

RYAN, THOMAS F.— Page
Report Committee on Finance in reference to lease of certain acreage land to, June 18 7940

S

SCHERZER ROLLING LIFT BRIDGE CO.—
Communication from, in reference to termination of contract with Frank M. Montgomery & Co. to sell designs for Scherzer bridges, placed on file, October 22.... 9022
Communication from, in reference to surety bond involving liability for supervision in constructing Scherzer bridges for the District, referred to Law Department and Chief Engineer, October 22..... 9023
Communication from, in reference to faulty workmanship on Canal street bridge, referred to Committee on Engineering, November 5..... 9042
Communication from, in reference to furnishing plans, etc., for the bridges at Harrison and Loomis streets, referred to Committee on Engineering, December 17... 9127

SHERMAN, GEORGE—
Communication from, in reference to cutting Canada thistles growing along the Districts right of way in the Town of Lyons, referred to the Committee on Health and Public Order, July 30..... 8034

SCHLEY, ADMIRAL WINFIELD SCOTT—
Motion to participate jointly with Hamilton Club in reception to be tendered to, on occasion of visit to Chicago, January 25, 1902, adopted, January 23..... 7716

SCHROEDER, GOTTLIEB—
Communication from, in reference to purchasing certain rubble stone from the District, January 30..... 7728
Report Committee on Finance directing Chief Engineer to make sale of rubble stone to, February 25..... 7734

SECURITY BUILDING, RECEIVERS FOR—
Report Committee on Finance in reference to leasing offices for the Sanitary District from, February 26..... 7755

SEDDON, JAMES A.—
Communication from, in reference to bill for services in giving expert evidence in case of Streeter & Kenefick vs. District, referred to Law Department, April 9. . 7827

SMYTH, THOMAS A.—(*See President of the Board.*)

SPRAGUE, RALPH W.—
Communication from, transmitting resolution from property owners and business men in the vicinity of the State Street Bridge, referred to the Committee on Engineering, September 10..... 8065

SULLIVAN, PATRICK C.—
Report Committee on Finance transmitting form of lease with, for certain land, April 2..... 7819

T

TAX LEVY—
Ordinance for, 1902 July 30..... 8035

TEGTMEYER, CHARLES W.—
Report Committee on Engineering in reference to purchase of certain property from, May 14..... 7875

TEZAK, A.—
Communication from, in reference to leasing Lots 1-6, in Levi Doty's Subdivision, near Joliet, referred to Committee on Finance, January 8..... 7706

THIRTY-NINTH STREET PUMPING STATION— Page
Bid for designing, constructing and erecting pumping engines at, opened and referred to Committee on Engineering, March 5 ... 7772
Report Engineering Committee on above, awarding contract to Allis-Chalmers Company, April 30 ... 7858
Approval of bond on same, May 21 ... 7882
Report Committee on Engineering in reference to employing G. H. Benzenberg as expert advisor on bids for construction and installation of machinery at, March 5 7775
Report Committee on Engineering transmitting form of agreement with the City of Chicago, in reference to the, October 1 ... 8097
Agreement with the City of Chicago, in reference to, October 1 ... 8097

TODD, JAMES, ATTORNEY—(*See Law Department.*)

TREASURY DEPARTMENT—
Annual report for the year ending December 31, 1901, March 26 ... 7806
Monthly report for December, 1901, January 8 ... 7705
Monthly report for January, 1902, February 19 ... 7742
Monthly report for February, 1902, April 2 ... 7817
Monthly report for March, 1902, April 16 ... 7830
Monthly report for April, 1902, May 14 ... 7874
Monthly report for May, 1902, June 11 ... 7921
Monthly report for June, 1902, July 16 ... 8021
Monthly report for July, 1902, August 27 ... 8046
Monthly report for August, 1902, September 10 ... 8061
Monthly report for September, 1902, October 22 ... 9021
Monthly report for October, 1902, November 19 ... 9053
Monthly report for November, 1902, December 10 ... 9087
Report of Clerk in reference to delivery of twelfth issue four per cent bonds to Treasurer of the District, February 13 ... 7738
Receipt of Treasurer for same ... 7758
Authorizing Committee on Finance to audit the books of, February 19 ... 7747
Report from The Audit Company of Illinois on examination of the books of the, May 28 ... 7902
Report of Clerk in reference to delivery of thirteenth issue four per cent bonds to Treasurer of the District, December 3 ... 9082
Receipt of Treasurer for same, December 3 ... 9082

TURNER, ROBERT—
Report Committee on Finance in reference to lease of certain acreage land to, June 18 7939

V

VOUCHERS—
January 3 ... 7696
January 8 ... 7703
January 24 ... 7717
January 30 ... 7725
February 5 ... 7731
February 13 ... 7736
February 19 ... 7739
February 26 ... 7749
March 5 ... 7771
March 12 ... 7781
March 19 ... 7793
March 26 ... 7801
April 2 ... 7815
April 9 ... 7821
April 16 ... 7829
April 23 ... 7837

VOUCHERS— Page

April 30 7847
May 9 7868
May 14 7871
May 28 7895
June 4 7912
June 11 7919
June 18 7928
June 25 7943
July 2 8012
July 16 8019
July 23 8023
July 30 8028
August 11 8038
August 27 8041
September 10 8057
September 17 8068
September 24 8075
October 1 8095
October 8 9007
October 15 9013
October 22 9019
October 29 9025
November 5 9037
November 12 9043
November 19 9051
November 26 9055
December 3 9081
December 10 9085
December 17 9091
December 24 9131
December 31 9135

W

WALKER & PAYNE—

Directing payment of voucher in the sum of $4,001.21, for services as special counsel in suit of Smith & Eastman vs. District, January 8 7706

WATER POWER—

Bid of Allis-Chalmers Company for the harness of the water power plant at Controlling Works, opened and referred to Committee on Engineering, May 14 7875
Report Committee on Engineering awarding contract to the Allis-Chalmers Co. for the harness of the water-power plant at the Controlling Works, July 2 8014
Approval of bond of the Allis-Chalmers Co. on contract for the harness of the water-power plant at the Controlling Works, September 24 8082

WATER POWER—(*Lockport and Hickory Creek Development*)—

Report Committee on Engineering in reference to the control of, below the Controlling Works and near Hickory Creek, July 14 8018
Verbal report Committee on Judiciary in reference to retaining John P. Wilson and Henry S. Robbins as special counsel in water-power suits, July 30 8034
President and Clerk directed to advertise for bids for constructing certain works for the conservation of District's water power, August 11 8039
Form of above advertisement, August 11 8039

WELBOURN, W. T.— Page
Communication from, requesting refund of fifty dollars paid to District for the temporary bridge located at Romeo, Illinois, referred to Committee on Engineering, April 16 7836
Report committee on above, April 23 7843

WENTER, FRANK—
Explanation of vote on bids for the superstructures of the Loomis and Eighteenth Street bridges, November 5 9039

WEST CHICAGO PARK COMMISSIONERS—
Communication from, giving notice of public hearing on contemplated improvement for Marshall Boulevard, referred to Committee on Judiciary, January 30 7728
Report of Committee on same, February 5 7734

WESTERN INDIANA RAILROAD CO.—
Communication from B. Thomas, president of, requesting compliance with terms of agreement for conveyance of a certain strip of land, referred to Committee on Judiciary, April 30 7864

WESTERN STONE CO.—
Report Committee on Finance in reference to the purchase of certain property from the, September 10 8063
Report Committee on Finance in reference to agreement with, for the purchase of certain property from the, October 1 8099

WILSON, JOHN P.—
Verbal report Committee on Judiciary in reference to retaining Henry S. Robbins and, as special counsel in water power suits, July 30 803

Y

YOUNG STONE CO.—
Communication from, offering to purchase certain stone, referred to Committee on Engineering, February 19 7747
Report Committee on Engineering rejecting proposition from the, for the purchase of certain stone, March 12 7784

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 3, 1902.

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, Friday, January 3, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

The Clerk read the call for a special meeting, which is as follows:

CHICAGO, Ill., December 31, 1901.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Ill., on Friday, January 3, 1902, at 2 o'clock P. M., 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.

Very respectfully yours,

A. R. PORTER,
Clerk.

(One enclosure.)

VOUCHERS.

The Clerk presented the following vouchers:

LAW DEPARTMENT.

L. J. Myers (expert witness, Harlev vs. Sanitary District)	$ 100 00	
James J. Slattery (court reporting, Streeter & Kenefick vs. Sanitary District)	172 75	
Walton, James & Ford (court reporting, Smith & Eastman vs. Sanitary District)	1,652 14	
		$ 1,924 89

GENERAL ACCOUNT.

Pay roll (streams examination, December, 1901)	$ 1,918 75	
Edwin O. Jordan (account streams examination)	70 40	
Louis C. Bohle Livery Company (account streams examination)	75 00	
Blackwelder, Holbrook Realty Company (account streams examination)	60 00	
American Express Company (account streams examination)	38 81	
Pacific Express Company (account streams examination)	24 11	
Ernst Leitz (account streams examination)	1,244 23	
Henry Heil Chemical Company (account streams examination)	33 58	
Arthur R. Reynolds (account streams examination)	472 58	
Young Men's Christian Association (account streams examination)	25 00	
Jos. P. Murrell's Sons (account streams examination)	35 00	
		$ 3,997 46
Grand total		$ 5,922 35

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden (*except as to Law Department voucher in favor of L. J. Meyers for $100.00, expert witness, in suit of Harlev vs. Sanitary District, on which Mr. Braden voted "nay"*); Carter, Cloidt, Legner, Smyth (*except as to voucher in favor of Ernst Leitz, account Streams Examination, for $1,244.23, on which Mr. Smyth voted "nay"*); Webb and Wenter—Eight (*except as above stated*).

Nays—None. (*Except as above stated*).

CLERK'S REPORT ON EMPLOYES.

The Clerk presented a report, showing the number of persons employed by the Sanitary District during the month ending December 31, 1901, which, by unanimous consent, was ordered printed and placed on file:

The following is the report:

CHICAGO, January 2, 1902.

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, 1901, as the same have been reported to me:

Engineering Department	58
Clerical Department	4
Law Department	10
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	100

Respectfully submitted,

A. R. PORTER,
Clerk.

(Two enclosures.)

REPORT EMPOWERING THE CHIEF ENGINEER TO BUILD AN IRON STAIRWAY LEADING TO BRIDGE AT ROMEO, ILL.

Mr. Braden, Chairman, presented a re-

port from the Committee on Engineering, as follows:

CHICAGO, January 3, 1902.

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

GENTLEMEN—The Committee on Engineering herewith reports that they have had under consideration the advisability of building an iron stairway leading to bridge at Romeo, and, after due deliberation, recommend that the Chief Engineer be empowered to build said iron stairway at said point, the cost of which is not to exceed one hundred and fifty ($150.00) dollars.

Respectfully submitted,
JOS. C. BRADEN,
Chairman,
WM. H. BAKER,
FRANK WENTER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
WM. LEGNER,
Committee on Engineering.

On motion of Mr. Braden, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—Mr. Carter—One.

REPORT IN REFERENCE TO AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FROM THE NORTHWESTERN UNIVERSITY.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, January 3, 1902.

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

GENTLEMEN—The Committee on Finance reports that it has reached an agreement with the Northwestern University for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river. Said property is described as follows:

That part of Lot three (3), Brainerd & Evans' Subdivision of Block two (2), Canal Trustees' Subdivision of the blocks in the south fractional one-half (½) of Section twenty-nine (29), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, lying north of a line described as follows:

Beginning at a point in the east line of Quarry Street two hundred and seventy and fifty-six one-hundredths (270 56) feet north of the north line of Water Street (now vacated), measured along said east line; running thence easterly to a point in the present (November 15, 1901) south dock line of the South Branch of the Chicago River, said point being five hundred and fifty-one and six-tenths (551.6) feet east and three hundred and four and eight-four one-hundredths (304.84) feet north of the northeast corner of Quarry Street and Water Street (now vacated), containing sixty-seven hundred and forty-one and sixty-two one-hundredths (6,741.62) square feet, more or less, situated in the County of Cook and State of Illinois.

Your Committee has agreed on behalf of the District to pay for said property the sum of twenty-six hundred and ninety-six dollars and sixty-five cents ($2,696.65); and also to build a dock along the remaining portion of said property.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay on the voucher of the Attorney to the said Northwestern University the sum of $2,696.65, when it shall have executed to said Sanitary District of Chicago a good and sufficient warranty deed, conveying to said District the above described property free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
JOS. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Finance.

On motion of Mr. Carter, seconded by Mr. Legner, the report was adopted and

the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT INSTRUCTING CHIEF ENGINEER TO REMOVE AND RE-ERECT BY DAY LABOR CERTAIN MACHINERY, ETC., LOCATED ON PROPERTY PURCHASED FROM THE ILLINOIS STONE COMPANY.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, January 3, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that, as part of the consideration for the purchase of certain property belonging to the Illinois Stone Company, the Sanitary District of Chicago entered into an agreement with the said Illinois Stone Company (page 7433 of the Proceedings), to remove and re-erect in a substantial and workmanlike manner, at its own expense, the stable, engine house, stack, derricks, power-houses, engines and boilers which were then located on the property so purchased.

The Committee, therefore, recommends that the Chief Engineer be instructed to have this work done by day labor, the expenditure for said work not to exceed sixty-two hundred and fifty dollars ($6,-250.00).

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
THOMAS J. WEBB,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Legner, Webb and Wenter—Six.

Nays—Messrs. Braden and Smyth—Two.

REPORT TRANSMITTING ORDINANCE PROVIDING FOR THE ISSUANCE OF TWO MILLION DOLLARS OF THREE AND ONE-HALF PER CENT CURRENCY BONDS—TWELFTH ISSUE.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, January 3, 1902.

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

GENTLEMEN— The Committee on Finance transmits herewith an ordinance providing for the issue of two million dollars of three and one-half per cent. currency bonds of the Sanitary District of Chicago, to be the twelfth issue; said bonds to be of the denomination of one thousand (1,000) dollars each and to be dated January 1, A. D. 1902; interest to be payable on the first day of July and January of each year, and recommend the passage of said ordinance by your Honorable Body.

Your Committee further recommends that the Clerk of the District be authorized and directed to advertise, under the direction of the Committee on Finance, for proposals for purchasing said twelfth issue of bonds to be issued in accordance with said ordinance; bids to be opened Wednesday, January 22, 1902, at two (2) o'clock, P. M.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

On motion of Mr. Carter, seconded by Mr. Cloidt, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smith, Webb and Wenter—Eight.

Nays—None.

The following is the ordinance:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF BONDS OF THE SANITARY DISTRICT OF CHICAGO TO THE AMOUNT OF TWO MILLION DOLLARS.

Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there be borrowed two million (2,000,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest-bearing coupon bonds be issued therefor to the amount of two million (2,000,000) 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 first day of January, 1902; one hundred thousand (100,000) dollars of the principal of said bonds to be payable on the first day of January of the year 1903, and of each of the years thereafter following, until and including the year 1922: said bonds to be numbered consecutively from eighteen thousand five hundred and ninety-one (18,591) to twenty thousand five hundred and ninety (20,590) inclusive, and to bear interest at the rate of three and one-half per centum per annum from the date thereof; interest to be payable on the first day of July and 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 seventeen dollars and fifty cents ($17.50), and the first or number one (1) coupon of each bond to be payable on the first day of July, 1902, and the next or number two (2) coupon on each bond to be payable on the first day of January, 1903, 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 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 1902, one hundred and seventy thousand (170,000) dollars.

For the year 1903, one hundred and sixty-six thousand five hundred (166,500) dollars.

For the year 1904, one hundred and sixty-three thousand (163,000) dollars.

For the year 1905, one hundred and fifty-nine thousand five hundred (159,500) dollars.

For the year 1906, one hundred and fifty-six thousand (156,000) dollars.

For the year 1907, one hundred and fifty-two thousand five hundred (152,500) dollars.

For the year 1908, one hundred and forty-nine thousand (149,000) dollars.

For the year 1909, one hundred and forty-five thousand five hundred (145,500) dollars.

For the year 1910, one hundred and forty-two thousand (142,000) dollars.

For the year 1911, one hundred and thirty-eight thousand five hundred (138,500) dollars.

For the year 1912, one hundred and thirty-five thousand (135,000) dollars.

For the year 1913, one hundred and thirty-one thousand five hundred (131,500) dollars.

For the year 1914, one hundred and twenty-eight thousand (128,000) dollars.

For the year 1915, one hundred and twenty-four thousand five hundred (124,500) dollars.

For the year 1916, one hundred and twenty-one thousand (121,000) dollars.

For the year 1917, one hundred and seventeen thousand five hundred (117,500) dollars.

For the year 1918, one hundred and fourteen thousand (114,000) dollars.

For the year 1919, one hundred and ten thousand five hundred (110,500) dollars.

For the year 1920, one hundred and seven thousand (107,000) dollars.

For the year 1921, one hundred and three thousand five hundred (103,500) 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 1902, and in each of the years thereafter,

until and including the year 1921, 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 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.

Mr. Carter, seconded by Mr. Cloidt, moved the passage of the ordinance.

The roll being called, the ordinance was passed by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

FORM OF ADVERTISEMENT FOR PROPOSALS FOR THE PURCHASE OF BONDS.

In connection with the ordinance for the issuance of bonds, Mr. Carter presented the following form of advertisement for proposals for the purchase of said bonds:

PROPOSALS—$2,000,000 3½ PER CENT. SANISARY DISTRICT OF CHICAGO BONDS.

Sealed proposals, addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed "Proposals for Purchasing Bonds," will be received by the Clerk of said Sanitary District at Room 1110 Security Building, Chicago, Ill., until 1 P. M. (standard time), on Wednesday, January 22, 1902.

The bonds, for the purpose of which said bids will be received, are the twelfth (12th) and present issue of two million ($2,000,000) dollars' worth of bonds of the Sanitary District of Chicago, in denominations of one thousand ($1,000) dollars each, with interest at the rate of three and one-half (3½) per cent per annum, payable semi-annually on the first days of July and January of each year, and the principal payable at the rate of one hundred thousand ($100,000) dollars each year for twenty (20) years next succeeding January 1, 1902. Both principal and interest payable at the office of the Treasurer of said Sanitary District, at Chicago. Ill.

Each proposal must be accompanied by certified check or cash of an amount equal to three (3) per cent. of the amount of the bid. All certified checks must be drawn on some responsible bank, and be made payable to the order of the "Clerk of the Sanitary District of Chicago." Said amount of three (3) per cent. of the amount of the bid will be held by the Sanitary District until all of said proposals have been canvassed and the bonds have been awarded.

No bids of less than par and accrued interest will be considered, and the right is reserved to reject any and all bids.

The said bonds to be paid for and delivered at the office of the Treasurer of said District.

For further information apply to the Clerk of the Sanitary District, or the Chairman of the Committee on Finance, Room 1110 Security Building, Chicago, Illinois.

THE SANITARY DISTRICT OF CHICAGO.

By THOMAS A. SMYTH,
President.

A. R. PORTER,
Clerk.

CHICAGO, January 3, 1902.

Mr. Carter, seconded by Mr. Cloidt, moved that the advertisement, in the form as presented, be published.

The motion prevailed unanimously and it was so ordered.

REPORT IN REFERENCE TO RETAINING PRESENT NUMBER OF EMPLOYES IN THE POLICE DEPARTMENT.

Mr. Webb, Chairman, presented a report from the Committee on Health and Public Order, as follows:

CHICAGO, January 3, 1902.

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

GENTLEMEN—The Committee on Health and Public Order to which was referred the matter of the reduction of the Police Department, respectfully reports that after considering the same, it has come to the conclusion that this action would be inadvisable at this time.

And recommends that said department be not reduced.

Respectfully submitted,

THOMAS J. WEBB,
Chairman.
WM. H. BAKER,
FRANK X. CLOIDT,
JOS. C. BRADEN,
WM. LEGNER,
Committee on Health and Public Order.

(Three enclosures.)

Mr. Webb, seconded by Mr. Baker, moved that the report be adopted and the recommendation contained therein concurred in.

Mr. Carter thereupon presented the following minority report:

CHICAGO, January 3, 1902.

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

GENTLEMEN — The minority of your Committee on Health and Public Order respectfully dissent from the conclusion reached by the majority, regarding the necessity of the Sanitary District in its Police Department. We believe it to be the duty of the Trustees to maintain the cost of administration in all the departments of the Sanitary District at the very lowest point, without impairing the service absolutely required, and, therefore, recommend that the police force of the Sanitary District be reduced to nine men and the Marshal, six of the officers to be located at the Cement Warehouse for Chicago River work, and three of the officers to be located at the Controlling Works; and we further recommend that the six men now employed by the Sanitary District at the Controlling Works, who are classed as operators, be deputized as policemen to assist the officer on duty, in case their services are required.

Yours respectfully,

Z. R. CARTER,
FRANK WENTER.

Mr. Carter, seconded by Mr. Wenter, moved that the minority report be substituted for that of the majority report.

The roll being called, the motion was lost by the following vote:

Yeas—Messrs. Carter and Wenter—Two.

Nays—Messrs. Baker, Braden, Cloidt, Legner, Smyth and Webb—Six.

The question recurring on the motion to adopt the majority report, the Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth and Webb—Six.

Nays—Messrs. Carter and Wenter—Two.

Upon this result the Chair declared the motion to adopt the majority report carried.

RESOLUTION DIRECTING THE CLERK TO PUBLISH THE MONTHLY PAY ROLLS OF THE SANITARY DISTRICT.

Mr. Webb presented the following resolution:

"*Resolved*, That the Clerk of this Board be ordered to publish the monthly pay rolls in the official proceedings of the Sanitary District."

Mr. Webb, seconded by Mr. Wenter, moved the adoption of the resolution.

The motion prevailed unanimously and it was so ordered.

NOTICE OF SUIT FOR ALLEGED DAMAGES TO LAND.

The Clerk presented a communication from Aaron T. Bliss, by Garnsey & Knox, his attorneys, claiming damages to land amounting to five thousand dollars, alleged to have been caused by overflow of the Desplaines River, and giving notice of his intention to enter suit for said amount.

Mr. Braden, seconded by Mr. Carter, moved that the communication be referred to the Judiciary Committee.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Cloidt, seconded by Mr. Webb, the Board adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 8 AND 9, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 8, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Baker, the minutes of the regular meeting held December 18, and of the adjourned session of the same, held December 27, 1901, were approved as printed. The minutes of the special meeting, held January 3, 1902, were approved as printed, on motion of Mr. Baker, seconded by Mr. Webb.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Main Street Bridge, December 31, 1901).....$ 1,439 93
Lydon & Drews Company (Main Street Bridge, December 31, 1901)..... 2,421 56

Lydon & Drews Company (Chicago River improvement, December 31, 1901)	27,733 00	
Jackson & Corbett Company (Randolph Street Bridge, December 31, 1901)	3,127 58	
Page & Shnable (Ashland Avenue Bridge, December 31, 1901)	1,161 20	
Page & Shnable (Ashland Avenue Bridge, January 1, 1902)	1,233 75	
The Warren Electric Manufacturing Company (account electric light and power plant)	2,098 25	
American Bridge Company (account water power development, Controlling Works)	789 00	
Mrs. Thos. O'Brien (cartage, account water power development, Controlling Works)	8 35	
The Union Switch and Signal Company, (account Pan Handle Permanent Bridge, Section O)	4,260 89	
William E. Dee, (account Main Street Bridge)	4 20	
Isham Randolph (account Belt Railway Company Bridge, Section K)	380 50	
		$44,658 21

ENGINEERING DEPARTMENT.

Isham Randolph (expense)	$ 167 00	
Isham Randolph (expense)	11 25	
Samuel L. Hanks (ice)	19 50	
		197 75

CLERICAL DEPARTMENT.

Geo. E. Marshall & Co. (stationery)	$ 15 05	
The Chicago Towel Supply Company (toweling)	6 00	
American Water Company (water)	6 75	
		27 80

POLICE DEPARTMENT.

John M. Smyth Company (stove, police station)	$ 19 00	
E. J. Coen, Marshal (expense)	27 50	
		46 50

TREASURY DEPARTMENT.

The Chicago Towel Supply Company (toweling)		2 25

GENERAL ACCOUNT.

Security Building Receivership (rent, offices, January, 1902)	$ 478 33	
Henry Heil Chemical Company (account streams examination)	20 85	
Young Men's Christian Association (account streams examination)	25 00	
Boehm & Daigger (account streams examination)	18 00	
Dunham Towing and Wrecking Company (repairs, Steamer Juliet)	21 42	
George B. Carpenter & Co. (supplies, Steamer Juliet)	3 45	
James McFadden (livery)	15 00	
		582 05

TELEPHONE LINE.

Isham Randolph (repairs)		196 60
Grand total		$ 45,711 16

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter, (*except as to construction account voucher, Main Street bridge in favor of Lydon & Drews Company, for $1,439.93; and except, also, as to construction account voucher, Chicago River Improvement, in favor of the Lydon & Drews Company, for $27,733.00, as is for the work of excavation below the depth of twenty-one feet, on which Mr. Wenter voted "nay"*—Eight (*except as above stated.*)

Nays—None (*except as above stated.*)

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of December, 1901, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for December, 1901.

Receipts.

Balance on hand at date of last report		$ 856,728 42
From County Treasurer, Sanitary District Tax Account	$ 139,236 50	
From A. R. Porter, Clerk, Special Commissions Chicago Drainage Canal	6,024 38	
From A. R. Porter, Clerk, Dock and Land Improvement and Rentals	460 00	
From A. R. Porter, Clerk, Chicago River Dredging, Dock, etc	568 15	
From A. R Porter, Clerk, Interest Account	7 20	
From A. R. Porter, Clerk, Telephone Lines	699 89	
From Chicago National Bank, Interest Account	306 90	
From Equitable Trust Company, Interest Account	679 46	
From Home Savings Bank, Interest Account	339 72	
Total cash received for month		148,322 20
		$ 1,005,050 62

Disbursements.

Clerical Department	$ 985 48	
Treasury Department	375 00	
Engineering Department	9,801 49	
Construction Account	56,278 17	
Law Department	9,640 26	
Land Account	800 00	
General Account	6,634 24	
Police Department	1,772 56	
Maintenance Account	644 01	
Capitalization and Maintenance of Bridges	18,238 15	
Telephone line	4 20	
Total cash disbursed		$ 105,173 56
Balance this date in banks, as per schedule endorsed hereon		899,877 06
		$ 1,005,050 62

Schedule.

Chicago National Bank	$ 273,938 28
Equitable Trust Company	400,000 00
Home Savings Bank	200,000 00
National Bank of Illinois	25,938 78
Total	$ 899,877 06

CHICAGO, January 6, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REQUISITION.

The Clerk presented the following requisition from the Engineering Department:

No. 607. (Engineering Department) supplies for the quarter ending March 31, 1902, as per list attached. $474 20

Mr. Wenter, seconded by Mr. Baker, moved that the requisition, as read and shown above, be allowed.

The roll being called, it was so ordered.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

PROPOSITIONS TO LEASE LAND LOCATED IN WILL COUNTY, ILL.

The Clerk presented a communication from W. S. Chilvers, of Romeo, Ill., submitting a proposition for the leasing of certain acreage land, located in Will County; also a communication from A. Tezak, of Joliet, Ill., regarding the leasing of Lots 1 to 6, situated in Levi Doty's Subdivision, near Joliet.

The above communications, by unanimous consent, were referred to the Committee on Finance.

RECESS.

Mr. Legner, seconded by Mr. Braden, moved that the Board now take a recess for thirty minutes.

The motion prevailed unanimously, and it was so ordered.

The Board then took a recess.

DIRECTING PAYMENT OF PENDING VOUCHER OF WALKER & PAYNE, SPECIAL COUNSEL IN THE SUIT OF SMITH & EASTMAN VS. THE SANITARY DISTRICT.

On re-convening, Mr. Carter, seconded by Mr. Wenter, moved that the pending voucher of the firm of Walker & Payne, for $1,001 21, being for services as special counsel in the suit of Smith & Eastman vs. The Sanitary District, which failed of passage at the meeting of the Board held December 18, 1901 (page 7584 of Proceedings), be approved and ordered paid.

The roll being called, the vote stood as follows:

Yeas—Messrs. Baker, Carter, Cloidt, Legner, Webb and Wenter—Six.

Nays—Messrs. Braden and Smith—Two.

Upon this result the Chair declared the motion carried.

REQUEST TO COMPLY WITH AGREEMENT ENTERED INTO WITH ILLINOIS STONE COMPANY FOR THE REMOVAL AND RE-ERECTION OF CERTAIN MACHINERY, ETC.

The Clerk presented a communication from the Illinois Stone Company, requesting the Board to comply with the requirements of an agreement entered into with said company, dated December, 30, 1901, which provides for the removal and re-erection of certain machinery, etc., located on the premises at the northeast corner of Twenty-second and Lumber Streets; and further stating that if the request be not complied with within twenty days from date, said company will proceed with the work at the expense of the District.

The communication, by unanimous consent, was referred to the Committee on Engineering.

In connection with the above, the Chief Engineer stated that he had, in compliance with the Board's order of January 3, 1902, perfected arrangements with the contractors to proceed with the work at once.

ADJOURNMENT TO SPECIAL TIME.

Mr. Cloidt, seconded by Mr. Baker, moved that when the Board adjourns it adjourns to meet Thursday, January 9, 1902, at 12 o'clock M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

ADJOURNED MEETING.

The adjourned session of the Five Hundred and Fifty-first Regular Meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Thursday, January 9, 1902, at 12 o'clock M., pursuant to motion.

The President, Mr. Smyth, took the chair and the roll being called, there were

Present—Messrs. Baker, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Braden and Jones—Two.

President Smyth then called the Board to order.

ORDER PROVIDING FOR THE PURCHASE OR CONDEMNATION OF LANDS FOR THE IMPROVEMENT OF THE CHICAGO RIVER.

Mr. Baker presented, and, seconded by Mr. Legner, moved the adoption of the following order:

"WHEREAS, The Sanitary District of Chicago heretofore and on the 29th day of September, A. D. 1897, duly passed and adopted an ordinance for the improvement of the Chicago River from Lake Street in the City of Chicago, County of Cook and State of Illinois to the center line of Ashland Avenue in the City of Chicago, County of Cook and State of Illinois aforesaid; and

WHEREAS, Thereafter and on the 11th day of July, A. D. 1900, the Secretary of War duly issued a permit to the said Sanitary District of Chicago for the improvement of said River as provided in the plans contemplated by the ordinance aforesaid and by said ordinance; and

WHEREAS, It is the purpose and determination of the Board of Trustees of the Sanitary District of Chicago to, at the present time, carry out in part the improvement of the said river outlined by the ordinance aforesaid and the plans accompanying same, pursuant to the said permit of the Secretary of War, the Chief of Engineers consenting thereto.

It is therefore Ordered, That the Committee on Finance do at once secure by purchase the following described property:

That part of Lots 1, 2, 3 and 4, in Block 72, School Section 16, T. 39 N., R. 14, E. of the 3rd P. M., and that part of Monroe Street now vacated, lying east of the following described line: Beginning at a point in the south line of Madison Street 259 feet east of the northwest corner of said Lot 1, measured along said south line of Madison Street; running thence southerly to a point on the northerly line of said Lot 3, 246 feet east of the northwest corner of said Lot 3, measured along said north line; thence running southerly to a point on the south line of Monroe Street, now vacated, 236.5 feet east of the northwest corner of Lot 1, Block 71, in said School Section 16; containing.....square feet, more or less; and

That part of Lots 1, 2 and Lots 1, 6, 7, 12 and 13, in Garret Bias Subdivision of Lot 3 and Lot 4, Block 71, School Section 16, T. 39 N., R. 14 East of the 3rd P. M., lying east of the following described line: Beginning at a point in the south line of Monroe Street, now vacated, 236.5 feet east of the northwest corner of said Lot 1, Block 71, measured along said north line; running thence southeasterly to a point on the north line of Adams Street, 262 5 feet east of the southwest corner of said Lot 4, Block 71, measured along said north line; containing.....square feet, more or less; and

That part of Lots 1, 2 3 and 4, in Block 70, School Section 16, T. 39 N., R. 14 E. of the 3rd P. M., lying east of the following described line: Beginning at a point in the south line of Adams Street. 267.5 feet east of the northwest corner of Lot 1, in said Block 70, measured along said south line; running thence southeasterly to a point in the north line of Lot 3, in said Block 70, 312 feet east of the northwest corner of said Lot 3, measured along said north line; running thence southeasterly to a point in the north line of Jackson Street, 356 feet east of the southwest corner of Lot 4, in said Block 70, measured along said north line, containing.....square feet, more or less; and

That part of Lots 1 and 8, in Oliver Lozier's Subdivision of the north part of Block 69, that part of the unsubdivided part of Block 69; that part of Lots 9, 10 and 11 of Garrett's Subdivision of the south 99 feet of Block 69, T. 39 N., R. 14, E. of the 3rd P. M., lying east of the following described line: Beginning at a point in the south

line of Jackson Street, 374 feet east of the northwest corner of Lot 5, in said Oliver Lozier's Subdivision, measured along said south line of Jackson Street; running thence south to a point in the south line of said Oliver Lozier's Subdivision, 374 feet east of the southwest corner of Lot 7, in said Oliver Lozier's Subdivision, measured along said south line; running thence southeasterly to a point in the north line of Van Buren Street, 425 feet east of the southwest corner of said Block 69, measured along the north line of said Van Buren Street; containing.....square feet, more or less; all situated in the City of Chicago, County of Cook and State of Illinois.

That part of Block N in subdivision in Original Town, as laid out in accordance with ordinances of Common Council of the City of Chicago, passed September 12, 1853, entitled "an act for disposing of the wharfing privileges on W. Water St.," lying east of the following described line: Beginning at a point in the north line of Randolph Street, 45½ feet east of the southwest corner of said Block N, measured along said north line; running thence northeasterly to a point in the present (January 9, 1902) west dock line of the South Branch of the Chicago River, said line intersecting the south line of Lot 3 in said Block N at a point 65 feet distant from the southwest corner of said Lot 3; containing.....square feet, more or less; and

That part of Block O in subdivision in Original Town, as laid out in accordance with ordinances of the Common Council of the City of Chicago, passed September 12, 1853, entitled "an act for disposing of the wharfing privileges on W. Water Street," lying east of the following described line: Beginning at a point in the north line of Washington Street, 27½ feet east of the southwest corner of said Block O, measured along said north line; running thence northeasterly to a point on the south line of Randolph Street, 43½ feet east of the northwest corner of said Block O, measured along said south line; containing .....square feet, more or less; and

That part of Lots 1, 4, 5, 8 and 9, Block 51, Original Town, as laid out in accordance with ordinances of the Common Council of Chicago, passed September 12, 1853, entitled "an act for disposing of the wharfing privileges on West Water Street", lying east of the following described line: Beginning at a point in the north line of Madison Street, 32 feet east of the southwest corner of said Lot 9, Block 51, measured along said north line; running thence northeasterly to a point in the south line of Lot 4, in said Block 51, 18½ feet east of the southwest corner of said Lot 4, measured along said south line; running thence northeasterly to a point in the south line of Washington Street, 24 feet east of the northwest corner of Lot 1, in said Block 51, measured along said south line; containing ..... square feet, more or less. All situated in the City of Chicago, County of Cook and State of Illinois.

And for better certainty of description, the plat marked Exhibit "A" hereto is made a part of this order; and it is further ordered by the Board that the Attorney for the Sanitary District of Chicago, in the event that the said Committee on Finance should be unable to acquire the whole or any part of said property by negotiations or purchase, or otherwise, do file a petition in the Circuit Court of Cook County for the purpose of acquiring the whole of said property or such part thereof as may not be acquired by purchase, or otherwise, by said Committee on Finance."

(Accompanied by plat marked Exhibit "A.")

The roll being called on the motion made by Mr. Baker to adopt the order as presented, it was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

ADJOURNMENT.

On motion of Mr. Baker, seconded by Mr. Legner, the Board adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 15, 22, 23 AND 24, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

On Wednesday, January 15, 1902, there being no members present at the hour of 2 o'clock P. M., no meeting of the Board was held.

REGULAR MEETING.

The Five Hundred and Fifty-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 22, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Cloidt, Smyth, Webb and Wenter—Five.

Absent—Messrs. Braden, Carter, Jones and Legner—Four.

President Smyth then called the Board to order.

RECESS.

Mr. Baker, seconded by Mr. Webb, moved that the Board now take a recess.

The motion prevailed unanimously, and was so ordered.

The Board then took a recess.

ADJOURNMENT TO SPECIAL TIME.

On re-convening Mr. Baker, seconded by Mr. Cloidt, moved that when the Board adjourns it adjourns to meet Thursday, January 23, 1902, at 3 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

MINUTES.

On motion of Mr. Wenter, seconded by Mr. Baker, the minutes of the regular meeting held January 8, and of the adjourned session of the same, held January 9, 1902, were aproved as printed.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of December, 1901, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, January 22, 1902.

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, 1901.

The total expenditures of the District for the month of December 1901, were $804,311.23, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,012.83, of which amount the sum of $958.33 was for salaries and the sum of $54.50 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $6,565.77, divided as follows:

Rent of offices for December, 1901	$ 478 33
Printing	86 70
Advertising	126 65
Salaries	2,538 34
Streams examination	108 70
General expenses	3,227 05
Total	$ 6,565 77

Of the total tax levy warrants heretofore issued, all have been redeemed, except $10,963.29 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of December, 1901:

ACCOUNT.	AMOUNT.
Bond Account, second issue	$ 150 000 00
Bond Account, fourth issue	200,000 00
Bond Account, fifth issue	40,000 00
Bond Account, sixth issue	40 000 00
Bond Account, ninth issue	50,000 00
Interest on Bonds	233,225 00
Right of Way	300 00
Bridge Construction, Main Channel	2,916 78
Controlling Works, Lockport	3,654 09
Bridge Construction, Chicago River	23,032 17
Chicago River Dredging, Docking, etc	27,080 78
Telephone Line	460 91
Maintenance of Highway Bridges	14 55
Smith & Eastman	1,527 25
Engineering Department	9,688 16
Clerical Department	1,012 83
Law Department	11,973 78
Treasury Department	375 00
Police Department	1,834 38
General Account	6,565 77
Maintenance Account	649 78
Total	$ 804,311 23

Respectfully submitted,

A. R. PORTER, *Clerk.*

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of December, 1901, which, by unanimous consent, was ordered printed and placed on filed.

The following is the report:

CHICAGO, January 14, 1902.

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 December, 1901.

The total amount paid out by this Department during the month is as follows:

Witness Fees	$ 4,938 00
Salaries, Attorney's roll	2,141 65
Expense	539 72
Special Counsel	612 50
Special Service	2 741 91
Additional salary (P. C. Haley)	1 000 00
Total	$11,973 78

The following suits were begun during the month:

The Sanitary District of Chicago vs. The Omaha Packing Company, et al.; General No. 223,893; in the Circuit Court of Cook County. This is a condemnation suit to acquire certain property adjacent to the Chicago River.

City of Joliet vs. The Sanitary District of Chicago; General No. 18,686; in the Circuit Court of Will County. This is a suit in case for $1,000.00.

The following proceedings were had in the cases mentioned below:

In the case of Streeter & Kenefick vs. The Sanitary District of Chicago, a trial was had before Judge Kohlsaat, in the Circuit Court of the United States; and the case has been taken under advisement on briefs submitted by both parties.

The case of the Sanitary District of Chicago vs. Lazarus Silverman, et al., General No. 164,039; in the Superior Court of Cook County: has been settled and a decree will be entered in favor of the complainant. The ejectment suit of Lazarus Silverman vs. The Sanitary District of Chicago, involving the same subject matter, will be dismissed without cost.

In addition to the above, the Department has been engaged in the trial of the suits for the violation of the city ordinances prohibiting the pollution of the Chicago River; and in the preparation for trial of certain pending cases.

Respectfully submitted,

JAMES TODD,
Attorney.

ANNUAL REPORT OF THE POLICE DEPARTMENT.

The Clerk presented the annual report of the Police Department for the year ending December 31, 1901, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, January 15, 1902.

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

GENTLEMEN—I have the honor to submit my annual report for the year ending December 31, 1901. I beg leave to present at this time a general review of the work done by the Sanitary police, the necessary existence of a force and the standard of efficiency of the same. It occurs to my mind that it can only be determined by the actual work done and the many duties performed, the vital part of which is the number of arrests made and convictions had through the operations of said police force in comparison to the number of policemen actually engaged in the work.

We have made more arrests and have had more convictions and the amount of fines is greater last year than the previous year, while we have had one-third fewer men the last year than we had the previous year.

We have two regular police stations along the line of the Canal; one at the Controlling Works with four men, including a sergeant, and one at Forty-eighth street with four men, including a sergeant. We have three men at the cement warehouse at Robey Street and the Canal, and seven men along the Chicago River and its several branches. During the summer and fall months we had two policemen in a boat engaged in removing dead dogs and other animals, together with poultry, game and other putrid matter that evidently found its way into the Canal from Randolph and South Water Streets. They also removed thirteen dead human bodies from the Canal.

In the beginning of the year, when the telephone line was completed from the cement warehouse to the Controlling Works, a distance of 28 miles, there were three or four organized gangs of copper wire thieves who operated along the Canal and made a heavy onslaught on the District wire; the poles being only 15 feet high, it was an easy matter for them to climb up and pull down the wire, roll it up and dispose of it. Our men were on the look out for them almost day and night, and were rewarded by capturing Thomas Reynolds and August Foss. They were held to the grand jury under $1,000 bonds. They laid in jail for about five months and pleaded guilty to petty larceny and were sentenced to the county jail for an additional four months. On January 21st we had stolen from Sections G and H, Lyons Township, 11,600 feet of copper wire. On January 23, 1901, we arrested John Lucas, Michael Toof and William Smith, and found in their possession 11,600 feet of stolen wire, which we identified as the property of the Sanitary District. We had the three thieves indicted on three counts, and on March 7th we had them tried and convicted before Judge Tuley. On the first count the jury gave them an indeterminate term in the penitentary. They got a new trial and pleaded guilty to petty larceny and Judge Tuley sentenced them to the House of Correction for one year each.

We arrested Frank Miller, a wire thief, and Justice Wallace sentenced him to nine months in the House of Correction. We arrested Anton Perosie and found 1,000 feet of the District's wire in his possession. He was given, in default of fine, seventy days in the House of Correction. When released, we caught Perosie the second time in the same act. Justice Underwood fined him $50.00 and costs, in default of which he is now serving 105 days in durance vile at the House of Correction. The copper wire is replaced with iron wire as far out as Section 7, and we have not been troubled with any raids on the wire the last three months, except in the last instance mentioned.

During the summer months we could only spare two men to watch the cement warehouse nights, days and Sundays. Since navigation closed, we have three men on eight hour shifts, Sundays included. There is $100,000 worth of merchandise and machinery stored there, including three steam launches, the large pumping engines and boilers from Section 14, copper wire, brass valves and couplings, steel rails, fish plates and frogs and small engines and boilers, field instruments, consisting of levels and transits and valuable records and field notes of districts of Willow Springs, Sag Bridge, Lemont, Romeo and Section 14.

The Sanitary District owns about 8,000 acres of land running through three counties, which need to be constantly looked after to prevent squatters settling thereon. At one time there were over 100 squatters who bought shacks from the contractors and settled on the District land without any permission or authority. The police moved them off without any additional expense to the District. There are about 300 acres rented to reliable parties, who pay $3.50 per acre per annum. The police regulate the speed of boats in the clay cuts; they also cut the Canadian thistles off the District land.

In the Forty-eighth Street district there are eight bridges within a space of eight miles, which cost the District over $1,500,000; three of which are highway bridges. They are also looked after by the police of that district. The police at the Controlling Works keep a continuous watch on the Bear Trap Dam days, nights and Sundays, and all other work consistent with their duty.

The seven men doing police duty along the Chicago River have performed good service to the Sanitary District. In pursuance to an order of your Honorable Body of October 16, 1901, I made a report of the work done on the Chicago River by the Sanitary police. Major Willard, United States Engineer, made a request for and received a copy of the Marshal's report of this date, for the purpose of transmitting the same to Washington, to show the authorities there that the Sanitary Trustees are making an honest and earnest effort to prevent as much as possible the dumping of solids and polluting of the Chicago River. The four large gas plants which have been dumping thousands of gallons of tar in the river, we have had fined in court. Since then they built a tank boat to collect the tar in and dispose of it to the asphalt companies as a by-product. All of the packing houses in the stockyard district we have had suits against, and every one of them was fined for violation of Section 1021. Almost all of them have put in modern appliances to hold the solids from flowing into the river. I will mention four of the most flagrant violators along the Chicago River where we had soundings taken and actual measurements made by the Engineering Department of the amount of solids from their plants that they deposit in the bed of the Chicago River: The Chicago Glucose and Sugar Refinery has had deposited through a four-foot sewer, diluted by 6,000,000 gallons of water every 24 hours, 920 cubic yards of solid matter in the bed of the Chicago River, between Twelfth and Taylor Streets, from June 25th to November 29th, 1901 We had three cases against them and had two convictions. The superintendent promised the

President if we ceased prosecution, he would put in all modern appliances, such as steel screens and catch basins and traps to hold the solids. The Philadelphia & Reading Coal and Iron Company has filled up the north draw of North Halsted Street Bridge (Goose Island) with boiler ashes to the amount of 500 cubic yards. The H. Guthman Tanning Company, Webster Avenue and North Branch of Chicago River, has dumped 2,000 cubic yards of hair, lime and other solid matter into the bed of the river adjacent to their plant. We had them arrested and fined twice. They promised to cease dumping and put in new dock if we quit further prosecution. The Armour Soap & Glue Works has been fined twice for violation of Section 1021, for dumping solids consisting of lime, hair and other refuse from their plant into the Chicago River to a depth of from five to seven feet. For a space 40x300 feet, engineers' actual measurement, 2,670 cubic yards, the Armour Company, by agreement to cease prosecution, has had their deposits dredged out at an expense of $1,500.

There are about 125 large steam freight boats that lay up during the winter months in this port, together with a large fleet of sailing ships, all of which have on board ship-keepers with their families who are inclined to throw their garbage, ashes and other offal into the river. They also clean and repair the machinery, boilers and flues during the winter months, the refuse of which finds its way into the Chicago River. We had about twelve convictions of that kind during the last thirty days.

Three-fourths of the parties fined on first charges have done better, or are making an honest effort to do better and obviate the objectionable features by building catch basins and putting in steel wire or perforated screens and traps. Some of the larger packing houses have put in ¼-inch meshes in their screens. Others have put in driers and blowers to convey it to their boiler rooms where it is burned up.

The following is a list of the most prominent offenders, consisting of firms, corporations and individuals, who have been arrested by Drainage police on the Chicago River and convicted in police and justice courts in the City of Chicago for the year 1901, to date, for dumping solids, garbage, rubbish, boiler ashes, stable and slaughter house manure, lime, tar, gluten and other offensive and putrid matter into the Chicago River in violation of Section 1021 and Section 1127, of the Revised Code of Chicago, 1897:

T. J. Lipton Packing Company was fined and put in modern appliances in their packing house, consisting of ten catch basins and perforated screens and blow pipes to convey the refuse to the boiler rooms where it is burned up.

Anglo American Provision Company has rebuilt sewers and twenty-six catch basins, all screened, at a cost of three thousand dollars, which requires six men each day to remove solids therefrom.

Armour's Packing Company has built several large catch basins, all screened, at a cost of $1,500, which catches a large amount of solids which heretofore flowed into the river

Swift's Packing Company has screened all their catch basins and put in blowers to carry manure to boiler room at a cost of $3,000.

Kirk's Soap Works had a blow pipe from their box factory which conveyed all the saw dust into the river. We had them fined twice and they removed their blower and dredged the river.

Keith Elevator Company, on South Branch, made it a practice to dump their screening into the river. They were fined and promised to cease doing it hereafter.

Edison Electric Company, on South Branch, has been fined twice for dumping refuse and boiler ashes from both plants into the river.

Chicago, Burlington & Quincy Railroad has been fined for dumping refuse from their freight house into the Chicago River.

Chicago, Milwaukee & St. Paul Railroad Company has been fined once, and another case is pending for dumping rubbish from their freight house into the river.

Chicago & Northwestern Railroad Compans has been fined for dumping several wheelbarrows full of rotten and frozen potatoes into the river.

Guttman & Co. (tanners) were fined for dumping hair and lime into the river.

Weil & Eisendrath (tanners) were fined for same offense.

Gray, Clark & Engle had an open closet on bank of river at Halsted Street Bridge, used by 300 of their workmen. They were fined and the closet was removed and a new one built in rear of their factory, with all modern appliances.

Featherstone Foundry and Machine Shop has also an open water closet on bank of river used by 500 of their workmed. Summoned into court. Case pending on their promise to build a modern water closet, together with wash-room for their men.

Northwestern Brewing Company were fined for dumping stable manure into the river.

S. Henne & Co. (stone yards) were fined for dumping manure into the river.

Wells, French Car Wheel Company were

fined for dumping tons of boiler ashes into the river.

All steamboat lines hailing from the port of Chicago were fined. Among the worst violators were Goodrich Steamboat Company, Barry Bros. and Graham & Morton's.

All poultry butchers on South Water Street have been fined and have removed their objectionable features by putting in new catch basins and traps.

Morton Mill Company has been fined for dumping sweepings, boiler ashes and stable manure into the river.

Peoples Gas Light & Coke Company, North Branch.

Peoples Gas Light & Coke Company, South Branch,

Universal Gas Company, North Branch.

Ogden Gas Company, North Branch.

Alex Mills, a gun-fighting negro, almost shot to death Charles Smith, also colored, on the Lockport Road. He was arrested by Officers Hishon and Worth, of the Drainage police. He was held, indicted, tried and convicted in Will County Court, and was sentenced to fourteen years in the penitentiary.

There were 62,790 people visited the Controlling Works during the year 1901, together with 6,234 carriages and other vehicles.

The three policemen watching the cement warehouse read gauges alternately every half hour during the day and every hour during the night for the Engineering Department.

During the year one policeman was discharged for neglect of duty and two were fined ten days each for the same offence, and two resigned from the service. Our force consisted of eighteen men during the year 1901.

The following is a summary of the work of the Department:

Total number of arrests	246
Total amount of fines and costs	$3,426 60

The offenses classified as follows:

Violation of Section 1021	173
Violation of Section 1127	7
Intent to kill	2
Grand larceny	3
Petty larceny	14
Drunk and disorderly	9
Malicious mischief	7
Throwing dead animals in the Canal	2
Incendiary	2
Resisting an officer	2
Carrying concealed weapons	2
Swimming in Canal at conspicuous places	2
Keepers of house of ill-fame	3
Inmates of house of ill-fame	8
Suspicious characters around Controlling Works	2
Assaults	2
Exposing person	2
Trespassing on District property	2
Assault and battery	2
Dead human bodies removed from the Canal	13
Dead dogs removed from Canal	416
Rescued from drowning	3
Dead chickens and ducks removed from Canal	57
Dead pigs	7
Dead sheep	4
Dead cats	6
Dead turtles and musk rats	11
Dead horses	1
Dead cows	1

Herewith find an inventory of the property in use by the Department.

Respectfully submitted,

E. J. COEN,

Marshal.

INVENTORY OF THE POLICE DEPARTMENT.

Clocks	2
Iron beds	11
Springs	11
Pillows	14
Wash stands	2
Pairs sheets	27
Pairs slips	19
Towels	13
Bed spreads	9
Comforters	5
Yards matting	11
Mirrors	4
Lamps	4
Pails	4
Cuspidors	7
Blankets	32
Brooms	3
Dusters	3
Whisk brooms	2
Squilgees	1
Window cleaners	1
Mops	2
Pairs handcuffs	4
Bull's eye lamps	8
Tables	3
Paper files	2
Ink wells	3
Police clubs	11
Pairs Indian clubs	1
Roller top desk and chair	1
Flat top desk	1
Arm chairs	26
Stoves	4
Zinc for stove	1
Steel cages	2
Springfield rifles	30
Part of case of cartridges	

Marlin rifles at station 27
Marlin rifles at 48th Street Station..... 3
Marlin rifles sent to Cement Warehouse 1
Marlin rifles left at Security Building 1
Old bedsteads stored in outhouse. 6
Copper wire recovered and returned to Cement Warehouse .....17,000 feet
Stoves stored at cement Warehouse 2
Desks stored at Cement Warehouse..... 4
Dark lanterns at Cement Warehouse..... 2

Respectfully submitted,
E. J. COEN,
Marshal.

REPORT IN REFERENCE TO AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM MARY C. LILLY AND GUY LILLY.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, January 22, 1902.

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

GENTLEMEN—Your Committee on Finance reports that it has reached an agreement with Mary C. Lilly and Guy Lilly for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said River. Said property is described as follows:

That part of Lots five (5) in Block thirty five (35), in the Canal Trustees' Subdivision of the west half of Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14) East of the Third (3rd) 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 in the west line of said Lot five (5), one hundred ninety-four and ninety-five one hundredths (194.95) feet distant from the northwest corner of said Lot five (5), measured along said west line; running thence northeasterly to a point on the east line of said Lot five (5), one hundred sixty-nine and thirty-eight one-hundredths (169.38) feet distant from the northeast corner of said Lot five (5), measured along said east line, containing two thousand nine hundred and five (2905) square feet, more or less; situated in the County of Cook and State of Illinois.

Your Committee has agreed, on behalf of the District. to pay for said property the sum of twenty-nine hundred and five ($2905.00) dollars; also to build a dock along the remaining portion of said property.

The Committee, therefore, recommend that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to the said Mary C. Lilly and Guy Lilly, the sum of twenty-nine hundred and five ($2905.00) dollars when they shall have executed to the said Sanitary District of Chicago a good and sufficient warranty deed, conveying to said District the above described property free and clear from all incumbrances.

Respectfully submitted,
FRANK X. CLOIDT,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

On motion of Mr. Cloidt, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Cloidt, Smyth, Webb and Wenter—Five.

Nays—None.

ORDER EMPOWERING THE COMMITTEE ON FINANCE TO SECURE BY PURCHASE OR CONDEMNATION PROCEEDINGS CERTAIN PROPERTY FOR THE IMPROVEMENT OF THE CHICAGO RIVER, FROM THE SOUTH LINE OF TWELFTH STREET TO THE EAST LINE OF ASHLAND AVENUE.

Mr. Wenter presented the following order:

"*Ordered*, That the Committee on Finance be authorized, empowered and directed to secure by purchase, at such price as said Committee may agree upon, all the property necessary 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, so as to make said South Branch of the Chicago River, between the lines aforesaid of a uniform width of 200 feet, in accordance with the plans heretofore adopted by the Sanitary District of Chicago for the improvement of said South Branch of the Chicago River between said points; and in the event that said Committee fails to agree with the owner or owners of any of said property for the price to be paid for any of said property, that the Attorney of the District be authorized, under the direction of the Committee, to file a petition in some proper court in Cook County, Illinois, for the purpose of acquiring such property by condemnation proceedings."

Mr. Wenter, seconded by Mr. Baker, moved the adoption of the order.

The roll being called, the order was adopted by the following vote:

Yeas — Messrs. Baker, Cloidt, Smyth, Webb and Wenter—Five.

Nays—None.

BOARD TO PARTICIPATE IN RECEPTION TO BE TENDERED ADMIRAL SCHLEY.

Mr. Webb, seconded by Mr. Baker, moved that the President of the Board be authorized to confer with the Committee of the Hamilton Club, which has in charge the arrangements for the reception to be tendered Admiral Winfield Scott Schley on the occasion of his visit to Chicago, on Saturday, January 25, 1902, with a view of the Board participating jointly in the reception and welcome to be extended to Admiral Schley.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

ADJOURNED MEETING.

The first adjourned session of the Five Hundred and Fifty-second Regular Meeting of the Board of Trustees of the Sanitary District of Chicago, was held in the rooms of the Board, Security Building, Thursday, January 23, 1902, at 3 o'clock P. M., pursuant to motion.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Absent—Messrs Braden, Carter and Jones —Three.

President Smyth then called the Board to order.

CLERK'S REPORT ON BIDS FOR TWELFTH ISSUE OF SANITARY DISTRICT BONDS.

The Clerk presented the following report:

CHICAGO, January 22, 1902.

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

GENTLEMEN — Advertisements were placed in various newspapers for bids for the twelfth issue of the Sanitary District bonds, same to be received in the Clerk's office up to one o'clock P. M., January 22, 1902.

I beg to report to you that no bids were received up to that hour.

Very respectfully,

A. R. PORTER,
Clerk.

The above report, by unanimous consent, was ordered printed and placed on file.

REPEALING ORDINANCE.

Mr. Wenter presented, and seconded by Mr. Baker, moved the passage of the following repealing ordinance:

"AN ORDINANCE REPEALING AN ORDINANCE PROVIDING FOR THE ISSUANCE OF BONDS OF THE SANITARY DISTRICT OF CHICAGO TO THE AMOUNT OF $2,000,000, PASSED BY THE BOARD OF TRUSTEES OF THE SANITARY DISTRICT OF CHICAGO, JANUARY 3, 1902.

Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That an ordinance providing for the issuance of bonds of the Sanitary District of Chicago to the amount of $2,000,000, passed by the Board of Trustees of the said Sanitary District of Chicago on Jan-

uary 3, 1902, be and the same is hereby repealed and rescinded.

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

The roll being called, the ordinance, as read and shown above, was passed by the following vote:

Yeas — Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Nays—None.

ADJOURNMENT TO SPECIAL TIME.

Mr. Wenter, seconded by Mr. Baker, moved that when the Board adjourns it adjourns to meet Friday, January 24, 1902, at 2 o'clock, P. M.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

ADJOURNED MEETING.

The second adjourned session of the Five Hundred and Fifty-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 24, 1902, at 2 o'clock P. M., pursuant to motion.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Absent — Messrs. Braden, Carter and Jones—Three.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (Canal Street Bridge, December 31, 1901)	$ 1,050 00	
American Bridge Company (Main Street Bridge, December 31, 1901)	4,800 00	
Jackson & Corbett Company (Randolph Street Bridge, January 15, 1901)	1,995 00	
The A., T. & S. F. Ry. Co. (spur track for making fill on Santa Fe right of way, Section 17, as per contract)	804 10	
		$ 8,649 10

ENGINEERING DEPARTMENT.

Chas. Wink (expense)	$ 9 70
Wm. M. McCartney (expense)	14 35
Wm. M. McCartney (expense)	12 26
G. M. Wisner (expense)	18 10
J. E. Grady (expense)	11 67
E. H. Heilbron (expense)	116 88
D. C. Custer (expense)	3 55
Hibbard, Spencer, Bartlett & Co. (hardware)	7 35
Henry Stuckart (hardware)	37 73
John A. Roebling's Sons Company (galvanized cord)	3 13
Chicago Printing and Embossing Company (stationery)	23 00
Geo. E. Marshall & Co. (stationery)	2 50
American Water Company (water)	20 25
The Consumers' Company (water)	2 25
Hans Isak (gauge reading)	10 00
Pittsburgh Testing Laboratory, Limited (inspecting bridge material)	35 93

The Chicago Towel Supply Company (toweling)	$ 24 75	
Keuffel & Esser Company (drafting supplies)	2 07	
John F. Decker & Co. (photo material)	25 40	
L. F. Deardorff (photo material)	4 50	
W. H. Salisbury & Co. (rubber mitts)	5 50	
The Barrett Bindery Company (Emerson's binders)	2 59	
The Gunthorp-Warren Printing Company (printing specifications)	45 25	
Weir & Craig Manufacturing Company (sounding rods)	5 50	
H. Channon Company (ash oars)	1 04	
Carse Bros. Company (oil for launch)	2 95	
Eureka Blotter Bath Company (copying cloth bath lid)	2 50	
R. Seelig (gauge boards)	58 40	
Chas. E. Graves & Co. (repairing clock)	2 00	
		$ 511 10

LAW DEPARTMENT.

H. C. Armstrong (witness fees, Smith & Eastman vs. District)	$ 5 00	
J. Armstrong (witness fees, Smith & Eastman vs. District)	5 00	
S. Anderson (witness fees, Smith & Eastman vs. District)	10 00	
Geo. P. Adams (witness fees, Smith & Eastman vs. District)	70 00	
J. Beick (witness fees, Smith & Eastman vs. District)	10 00	
M. Byrd (witness fees, Smith & Eastman vs. District)	5 00	
B. J. Campbell (witness fees, Smith & Eastman vs. District)	250 00	
Geo. M. Campbell (witness fees, Smith & Eastman vs. District)	250 00	
A. Conners (witness fees, Smith & Eastman vs. District)	15 00	
James Dennis (witness fees, Smith & Eastman vs. District)	5 00	
P. Fogerty (witness fees, Smith & Eastman vs. District)	40 00	
Oscar Gustafson (witness fees, Smith & Eastman vs. District)	5 00	
Adam Groth (witness fees, Smith & Eastman vs. District)	250 00	
John Groth (witness fees, Smith & Eastman vs. District)	5 00	
R. Gomes (witness fees, Smith & Eastman vs. District)	5 00	
F. W. M. Hammerschmidt (witness fees, Smith & Eastman vs. District)	150 00	
Martin Johnson (witness fees, Smith & Eastman vs. District)	300 00	
M. Kracker (witness fees, Smith & Eastman vs. District)	20 00	
Wm. McCowan (witness fees, Smith & Eastman vs. District)	40 00	
F. Mall (witness fees, Smith & Eastman vs. District)	20 00	
C. Nelson (witness fees, Smith & Eastman vs. District)	5 00	
P. M. Parker (witness fees, Smith & Eastman vs. District)	30 00	
J. A. Robinson (witness fees, Smith & Eastman vs. District)	15 00	
A. Robinson (witness fees, Smith & Eastman vs. District)	15 00	
Alexander Rhind (witness fees, Smith & Eastman vs. District)	75 00	
Jacob Salfisberg (witness fees, Smith & Eastman vs. District)	200 00	
John Sime (witness fees, Smith & Eastman vs. District)	15 00	
Frank Sprague (witness fees, Smith & Eastman vs. District)	200 00	
Wm. Watson (witness fees, Smith & Eastman vs. District)	200 00	
Alfred Wenberg (witness fees, Smith & Eastman vs. District)	180 00	
C. J. Young (witness fees, Smith & Eastman vs. District)	75 00	
E. G. Young (witness fees, Smith & Eastman vs. District)	25 00	
Austin J. Doyle, Jr. (witness fees, Harlev and Smith & Eastman suits)	30 00	
J. B. Barrett (electric light fixtures, Attorney's office, Joliet)	8 15	
John O'Connor (statement of titles to certain land)	13 00	
Walton, James & Ford (court reporting, Harlev vs. Sanitary District)	1,666 29	
James S. Cockcroft (law book)	6 00	
Samuel L. Hanks (ice)	7 50	
Thayer & Jackson Stationery Company (stationery)	8 49	
Chicago Printing and Embossing Company (stationery)	18 50	
John W. Nadelhoffer (expense)	298 93	
John W. Nadelhoffer (expense)	245 70	
		$ 4,797 56

POLICE DEPARTMENT.

Wm. O'Connell (stoves, Lockport station)	$ 7 86	
Thos. F. Ryan (coal, Lockport Station)	22 48	
Samuel L. Hanks (ice)	7 50	
D. C. McCarthy (expense)	20 95	
		$ 58 79

GENERAL ACCOUNT.

Chicago Printing and Embossing Co. (stationery)	$ 41 50	
Illinois Staats Zeitung (advertising)	32 25	
The Chicago Daily Labor World (advertising)	32 00	
Chicago Arbeiter-Zeitung Publishing Co. (advertising)	20 00	
Chicago Herald Co. (advertising)	16 80	
Tribune Co. (advertising)	2 70	
Chas. H. Fuller's Advertising Agency (advertising)	14 67	
G. W. Adelmann & Co. (livery)	25 00	
John F. Higgins (printing Proceedings)	817 00	
		$ 1,001 92

MAINTENANCE ACCOUNT.

Henry Stuckart (hardware)	$ 6 25	
Chicago Fire Appliance Co. (fire extinguishers)	60 00	
L. E. Bussiere & Co. (roofing warehouse)	125 00	
Thomas F. Ryan (coal)	15 10	
Wm. O'Connell (hardware)	2 55	
F. G. Blakeslee (expense)	2 40	
		$ 211 30

RIGHT OF WAY.

Illinois Stone Company (removing derricks)	$ 200 00
Grand total	$ 15,429 77

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Nays—None.

REPORT TRANSMITTING AN ORDINANCE FOR THE ISSUANCE OF $2,000,000 OF FOUR PER CENT CURRENCY BONDS—TWELFTH ISSUE.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, January 24, 1902.

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

GENTLEMEN—Your Committee on Finance transmits herewith an ordinance providing for the issue of two million (2,000,000) dollars of four per cent currency bonds of the Sanitary District of Chicago, to be the twelfth issue; said bonds to be of the denomination of one thousand (1,000) dollars each, and to be dated January 1, 1902; interest to be payable on the first day of July and January of each year, and recommend the passage of said ordinance by your Honorable Body.

Your Committee further recommends that the Clerk of the District be authorized and directed to advertise, under the direction of the Committee on Finance, for proposals for purchasing said twelfth issue of bonds to be issued in accordance with said ordinance; bids to be opened Thursday, January 30, 1902, at 2 o'clock P. M.

Respectfully submitted,

FRANK X. CLOIDT,
WM. H. BAKER,
FRANK WENTER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
WM. LEGNER,
Committee on Finance.

On motion of Mr. Cloidt, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Nays—None.

The following is the ordinance:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF BONDS OF THE SANITARY DISTRICT OF CHICAGO TO THE AMOUNT OF TWO MILLION DOLLARS.

Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there be borrowed two million (2,000,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest-bearing coupon bonds be issued therefor to the amount of two million (2,000,000) 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 first day of January of the year 1902; one hundred thousand (100,000) dollars of the principal of said bonds to be payable on the first day of January of the year 1903, and of each of the years thereafter following, until and including the year 1922; said bonds to be numbered consecutively from eighteen thousand five hundred and ninety-one (18,591) to twenty thousand five hundred and ninety (20,590) inclusive, and to bear interest at the rate of four per centum per annum from the date thereof; interest to be payable on the first day of July and 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 (20.00) dollars, and the first or number one (1) coupon of each bond to be payable on the first day of July, 1902, and the next or number two (2) coupon of each bond to be payable on the first day of January, 1903, 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 its 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 said District for safe keeping, and shall be sold at such price and at 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 1902, one hundred and eighty thousand (180,000) dollars.

For the year 1903, one hundred and seventy-six thousand (176,000) dollars.

For the year 1904, one hundred and seventy-two thousand (172,000) dollars.

For the year 1905, one hundred and sixty-eight thousand (168,000) dollars.

For the year 1906, one hundred and sixty-four thousand (164,000) dollars.

For the year 1907, one hundred and sixty thousand (160,000) dollars.

For the year 1908, one hundred and fifty-six thousand (156,000) dollars.

For the year 1909, one hundred and fifty-two thousand (152,000) dollars.

For the year 1910, one hundred and forty-eight thousand (148,000) dollars.

For the year 1911, one hundred and forty-four thousand (144,000) dollars.

For the year 1912, one hundred and forty thousand (140,000) dollars.

For the year 1913, one hundred and thirty-six thousand (136,000) dollars.

For the year 1914, one hundred and thirty-two thousand (132,000) dollars.

For the year 1915, one hundred and twenty eight thousand (128,000) dollars.

For the year 1916, one hundred and twenty-four thousand (124,000) dollars.

For the year 1917, one hundred and twenty thousand (120,000) dollars.

For the year 1918, one hundred and sixteen thousand (116,000) dollars.

For the year 1919, one hundred and twelve thousand (112,000) dollars.

For the year 1920, one hundred and eight thousand (108,000) dollars.

For the year 1921, one hundred and four thousand (104,000) 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 1902, and in each of the years thereafter until and including the year 1921, 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 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."

Mr. Cloidt, seconded by Mr. Baker, moved the passage of the ordinance as read and shown above.

The roll being called, the ordinance was passed by the following vote:

Yeas — Messrs. Baker, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Nays—None.

PROPOSITION TO LEASE LAND FOR A TERM OF FIFTY YEARS.

The Clerk presented a communication from Jno. C. Fetzer, as follows:

CHICAGO, January 22, 1902.

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

GENTLEMEN—The McCormick Harvesting Machine Co. are desirous of leasing the land owned by you on the north side of your drainage canal, and east of Western avenue, all of which abuts property now owned and occupied by them. They would like to lease this property for a term of not exceeding fifty (50) years, and would pay a rental of four (4%) per cent upon its fair ordinary cash valuation as it would appear to them.

I would be pleased to meet your Honorable Body, if this is acceptable, to see if we can agree upon a valuation, if you will kindly advise me first that you will lease it to us for this length of time at this rate.

Will you kindly grant this matter your prompt attention?

Yours very truly,
JNO. C. FETZER.

The above communication, by unanimous consent, was ordered printed and referred to the Committee on Finance.

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Cloidt, the Board adjourned.

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 30, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

On Wednesday, January 29, 1902, there being no members present at the hour of 2:00 o'clock P. M., no meeting of the Board was held.

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, Thursday, January 30, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Carter and Jones—Two.

CALL FOR SPECIAL MEETING.

The Clerk read the call for a special meeting, which is as follows:

CHICAGO, Ill., January 27, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Ill., on Thursday, January 30, 1902, at 2 o'clock P. M., for the purpose of receiving and opening bids for the twelfth (12th) issue of $2,000,000 four (4) per cent currency bonds of the Sanitary District of Chicago; also for 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.

Very respectfully yours,

A. R. PORTER, *Clerk.*

MINUTES.

Mr. Wenter, seconded by Mr. Baker, moved that the minutes of the regular meeting, held January 22, and of the first adjourned session, held January 23, and of the second adjourned session of the same, held January 24, 1902, be approved as printed.

The roll being called, the motion was adopted.

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

OPENING OF BIDS FOR TWELFTH ISSUE OF BONDS.

The President announced that in conformity with the advertisement, inviting bids for the purchase of two million dollars four per cent currency bonds of the Sanitary District (being the twelfth issue), the Board would now proceed with the opening and consideration of the bids received by the Clerk in response to said advertisement.

The Clerk then opened and read the bids received by him up to 1 o'clock P. M., Thursday, January 30, 1902, as follows:

SUMMARY OF BIDS FOR BONDS OF TWELFTH ISSUE ($2,000,000) OPENED THURSDAY, JANUARY 30, 1902.

No.	Name and Address of Bidder.	Amount Bid for.	Amount of Premium.	Aggregate Amount of Bid.	Rate.	Amt. Certified check deposited with bid.
1	Mason, Lewis & Co., Chicago..	$2,000,000	$45,200	$2,045,200	$102\frac{26}{100}$	$60,000
2	Farson, Leach & Co., Chicago..	2,000,000	23,400	2,023,400	$101\frac{17}{100}$	60,702
3	MacDonald, McCoy &, Co., Otis, Wilson & Co., Chicago.	2,000,000	13,869	2,013,869	$100\frac{69345}{100000}$	60,420
4	J. B. Russell & Co., Chicago ..	2,000,000	8,460	2,008,460	$100\frac{423}{1000}$	$60,253\frac{80}{100}$
5	*New First National Bank, Columbus, Ohio.....	2,000,000	.....	.....	.....	60,000

*Par and interest less a commission of ½ per cent.

The bid of S. A. Kean, of Chicago, not being accompanied by a certified check, or cash of an amount equal to three per cent of the amount of the bid, as required by the advertisement inviting such bids, the same was not read.

At the conclusion of the reading of the bids, Mr. Braden, seconded by Mr. Legner, moved that the sale of the entire twelfth issue of two million dollars four per cent currency bonds of the Sanitary District be awarded to Mason, Lewis & Co., of Chicago, for $2,045,200 and accrued interest, being the highest bid received, and that the Committee on Finance be directed to prepare said bonds for delivery.

The roll being called, the motion was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

CLERK DIRECTED TO RETURN CHECKS DEPOSITED WITH BIDS FOR BONDS.

Mr. Legner, seconded by Mr. Cloidt, moved that the Clerk be authorized and directed to return the checks deposited by the several bidders for bonds of the twelfth issue, except those accompanying the two highest bids.

The roll being called, the motion was adopted.

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, January, 1902)	$ 7,735 83	
Clerical Department (Clerk's, January, 1902)	958 33	
Law Department (Attorney's, January, 1902)	2,591 64	
Treasury Department (Treasurer's, January, 1902)	375 00	
General Account (General, January, 1902)	205 00	
General Account (Trustees', January, 1902)	2,333 33	
General Account (Streams Examination, January, 1902)	1,241 67	
Police Department (Marshal's, January, 1902)	1,733 28	
Maintenance Account (Controlling Works, January, 1902)	550 00	
		$ 17,724 08

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River Improvement, Jan. 24, 1902)	$29,055 96	
Heldmaier & Neu (Section 17, January 30, 1902)	2,000 00	
		$ 31,055 96
Grand total		$ 48,780 04

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt Legner, Smyth, Webb (*except as to construction account voucher, Chicago River Improvement, in favor of the Lydon & Drews Company, for $29,055.96, on which Mr. Webb voted "nay"*); Wenter (*except as to construction account voucher, Chicago River Improvement, in favor of the Lydon & Drews Company, for $29,055.96, on which Mr. Wenter voted "nay"*)—Seven, (*except as above stated.*)

Nays—None (*except as above stated.*)

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of December, 1901, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, January 22, 1902.

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 December, 1901, giving the detailed operations of the same.

The value of construction work done was $75,828.95. Vouchers were issued on this account to the amount of $68,093.28.

The engineering expenses for the month were $9,819 48, divided as follows: Salaries, $7,746.88; supplies, etc., $2,072 60 Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River—The contractor for the dredging and docking of the river had four dredges in operation throughout the entire month. Dredge No. 6 worked between Taylor and Polk Streets and between Stewart Avenue and Canal Street. The Fitzsimmons & Connell dredge did the excavating for 81 feet of new dock for the Illinois Stone Company on the west side of the stream and north of 22nd Street. Dredges Nos. 2 and 3 worked between Ashland Avenue and Robey Street. At the end of the month the contractor had almost completed the dredging to the 26 foot grade throughout the entire river from Lake Michigan to Robey Street, with the exception of the narrow places in the bridge draws where but 18 to 20 feet could be made. This work was so nearly completed that the contractor was allowed a little additional time to do some cleaning up where the dredges had not made grade.

From the 1st to the 4th, the contractor for the Randolph Street Bridge drove about 10 lineal feet of steel sheeting for the cofferdam. The work of driving foundation piles for the abutments was begun on the 4th and continued to the end of the month. On the 6th about 355 yards of material was

excavated from the site of the north abutment.

The following is a record of the operations at the C. T. T. R. R. Co.'s Bridge during the month: The first engine and three cars ran over the east track on the 11th; work trains were run over and back on east track on the 12th, 13th and 14th; on the 19th all inbound passenger and Baltimore and Ohio freight were run over the east track; and on the 20th all inbound and outbound trains were run over the east track. The west track was placed in service on the 21st. From the 20th to the end of the month all trains, with the exception of the Chicago and Great Western Railway freights, used the bridge. At the end of the month the new bridge was in full service and the old one abandoned.

At the Canal Street Bridge on the south abutment some work was done in the early part of the month setting bolsters for track girders, concreting and grouting and placing forms for the parapet work south of the south abutment. Some back-filling was also done. Concrete work was completed on the 11th as far as it was possible until the track girders are set. The girders had not arrived at the end of the month. Work was carried on on the north abutment from the 1st to the 11th at which latter date a leak developed that filled the cofferdam. The leak was stopped and the dam pumped out by the end of the month.

At the Main Street Bridge work was carried on throughout the most of the month building retaining walls on the south side and doing some back-filling between the walls. On the north side concrete work was carried on, but owing to the bad weather very little was accomplished. The contractor for the superstructure work finished the track girder bracing on the south side on the 6th. On the 7th the roadway columns and cross-beam were put in place. On the 30th the approach stringers were set and riveted. On the 31st the east machinery truss was set on the south abutment.

At the Ashland Avenue Bridge the protections on the south side were finished on the 7th and on the 9th the dock work on the north side was finished and the foundations for the operators houses were begun. The building of the sidewalks on the south side was begun on the 19th. The work of driving piles for the north protection was finished on the 23d. The substructure contract was practically completed at the end of the month.

Section "O"—Shannon & Chase continued sorting lumber near the warehouse during the month.

Section "K"—The work of raising the Santa Fe tracks near the Belt crossing was practically finished on the 21st.

Controlling Works—The work of measuring for shafting and lining up for the location of dynamos, etc., was carried on during the first half of the month. The work of making foundation frames, etc., was carried on from the 9th to the end of the month. Holes were drilled for setting bolts in foundation frames for dynamos and frames were set in concrete. The railing west of the sluice gates was taken down and replaced with fittings that would allow for electric light wiring. The contractor for the installing of the electric light and heating apparatus finished what work it was possible to do on the 14th. Dynamos were delivered on the 9th. The harness for the power plant is yet to be installed.

Telephone Line—The work of replacing copper wire with galvanized iron wire was continued until the 3d, at which time all of the iron wire on hand was strung, completing the line between Robey Street and a point about one mile east of Lemont. The balance of the work has been postponed until spring.

In the Drafting Department, work was continued on the 200 feet scale map of the North Branch of the Chicago River, and the following drawings, etc., were made: Plat showing the location of the Randolph Street Bridge made from recent surveys; maps of Sanitary District for General Ernst, resident engineer of the U. S. A.; new Sanitary District seal; map of Conroy property near Chanahon, and copy of proposed windage basin at Ashland Avenue.

The checking of the shop plans for the Main Street Bridge was continued, about 60 per cent of which have been approved by the District. The checking of the shop plans for Randolph Street Bridge was continued. The plans furnished by the Hall

Bascule Bridge Co. for the proposed Harrison Street Bridge were examined and returned for amplification. No shop plans were received for the State Street Bridge.

In addition to the work reported, the engineering corps were principally engaged in taking and recording flow measurements, in computing estimate notes, and in surveying, etc., in the Illinois River Valley.

I estimate the expenses of this Department for the month of January will be $50-000.00.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF DECEMBER, 1901.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 220 47	$ 2 00	$ 222 47	.....
Right of Way	32 20	1 00	33 20	.....
Hydraulic Measurements	993 46	294 13	1,287 59	.....
Mortar, Sand and Cement Tests	243 75	1 00	244 75	.....
Photographs of Works	125 00	30 90	155 90	.....
Thirty-ninth Street Conduit	306 25	95	307 20	.....
Chicago River, Dredging, Docking, etc.	2,263 04	1,136 70	3,399 74	$28,238 85
State Street Bridge, Chicago River	50 00	52 90	102 90	.....
Randolph Street Bridge, Chicago River	506 65	59 17	565 82	4,416 33
Harrison Street Bridge, Chicago River	280 20	83 90	364 10	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	150 00	.....	150 00	.....
Canal Street Bridge, Chicago River	649 80	106 66	756 46	2,307 46
Main Street Bridge, Chicago River	615 40	129 28	744 68	14,648 69
Ashland Avenue Bridge, Chicago River	422 95	107 36	530 31	4,374 09
Main Channel Construction, etc.	104 38	.....	104 38	.....
Pan Handle Temporary Bridge, Main Channel, Sec. O	.....	.....	.....	500 00
Pan Handle Permanent Bridge, Main Channel, Sec. O	110 00	1 50	111 50	6,561 53
Belt Railway Company's Bridge, Main Channel, Sec. K	150 83	43 20	194 03	496 64
Controlling Works, etc., at Lockport	522 50	21 95	544 45	6,549 69
Totals	$7,746 88	$2,072 60	$9,819 48	$68,093 28

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned During December, 1901.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel Bridges.	Controlling Works, Lockport.	Totals.
	Dredging, Docking, Etc.	Bridges.			
Chicago River, dredging, docking, etc	$32,200.70	.....	.....	.....	$32,200 70
Section O	.....	.....	$ 500 00	.....	500 00
Randolph Street Bridge, Chicago River	.....	$ 5,024 73	.....	.....	5,024 73
Main Street Bridge, Chicago River	.....	18,871 36	.....	.....	18,871 36
Ashland Avenue Bridge, Chicago River	.....	4,737 84	.....	.....	4,737 84
Canal Street Bridge, Chicago River	.....	3,187 10	.....	.....	3,187 10
Pan Handle Permanent Bridge, Main Channel, Section "O"	.....	.....	4,260 89	.....	4,260 89
The Belt Railway Company of Chicago, Permanent Bridge, Main Channel, Section "K"	.....	.....	496 64	.....	496 64
Controlling Works, Lockport	.....	.....	.....	$6,549 69	6,549 69
Totals	$32,200 70	$31,821 03	$5,25753	$6,549 69	$75,828 95

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During December, 1901.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lin. Ft.
Chicago River, dredging, docking, etc.	121,000	.....	.....
Randolph Street Bridge, Chicago River	365	.....	7,533
Main Street Bridge, Chicago River	1,865	1,160	.....
Ashland Avenue Bridge, Chicago River	.....	.....	4,300
Canal Street Bridge, Chicago River	450	165	.....
Totals	123,680	1,325	11,833

REPORT IN REFERENCE TO PAYMENT OF BILLS TO JOHN A. LARSON AND THE CITY OF JOLIET.

Mr. Braden, Chairman, presented a report from the Committee on Engineering, as follows:

CHICAGO, January 30, 1902.

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

GENTLEMEN—Your Committee on Engineering herewith presents a communication from the Chief Engineer in regard to the bill of John A. Larson, amounting to $43.50, for furnishing labor and material to fix roof of shelter building at Lockport; also one in regard to bill of City of Joliet, amounting to $44.28, for work done on Crowley Avenue, formerly Reed Street, for filling ditch, etc., as shown by said bill.

The Committee advises that said bills are reasonable and should be paid; and, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the vouchers of the Chief Engineer, to said John A. Larson the sum of $43.50, and to the said City of Joliet the sum of $44.28, upon their giving proper receipts therefor.

Respectfully submitted,

JOS. C. BRADEN,
Chairman,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Engineering.

(Five enclosures).

On motion of Mr. Braden, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smith, Webb and Wenter—Seven.

Nays—None.

PROPOSITION TO PURCHASE RUBBLE STONE.

The Clerk presented a communication from Gottlieb Schroeder, of Summit, Ill., offering to pay $24.00 for sixty yards of rubble stone, same to be taken from the south bank of the Drainage Channel, west of Summit Road.

The communication, by unanimous consent, was referred to the Committee on Finance.

REQUEST FOR PAYMENT OF CERTAIN BONDS OF THE SANITARY DISTRICT.

The Clerk presented a communication from Almon W. Bulkley and Edwin J. Zimmer, receivers of the Chicago Guaranty Fund Life Society, alleging that payment on three Sanitary District bonds, Nos. 3091, 3092 and 3094, each for $1,000, due January 1, 1902, had been refused, and informing the Board of their intention to enter legal proceedings to enforce the payment of said bonds.

By unanimous consent the communication was referred to the Committee on Judiciary.

NOTICE OF PUBLIC HEARING FOR THE IMPROVEMENT OF MARSHALL BOULEVARD.

The Clerk presented a notice from the Board of Local Improvements of the West Chicago Park Commissioners, informing the Board that the time for a public hear-

ing for the contemplated improvement of Marshall Boulevard, formerly Southwest Boulevard, has been set for Wednesday, February 5, 1902, at 4 o'clock P. M , at the offices of the West Chicago Park Commissioners in Union Park, said improvement to be paid for from the proceeds of a special assessment to be hereafter levied.

On motion of Mr. Wenter, seconded by Mr. Baker, the notice was referred to the Committee on Judiciary.

COMMUNICATION AND AFFIDAVIT FROM M. DAILEY IN REFERENCE TO CLAIM FOR ALLEGED DAMAGES.

The Clerk presented a communication, addressed to Trustee William H. Baker, accompanied by affidavit from M. Dailey, Master of the Steamer "Ellen," of Milwaukee, Wis., setting forth that damages have been sustained to said steamer in navigating the Chicago River at the north draw of the Ashland Avenue Bridge.

On motion of Mr. Cloidt, seconded by Mr. Baker, the communication and affidavit were referred to the Committee on Finance.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF JANUARY, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartman, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahon, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H Heilbron, Sub Asst. Engineer.	175 00
E. L. Cooley, Sub Assistant Engineer.	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P. Murray, Sub Instrument Man	$125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
Thos. Hayden, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
H. L. Evans, Rodman	93 75
Wm. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J C, Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselberg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
John A. White, Inspector	93 75
A. J. Krug, Inspector	93 75
John Coffey, Inspector, 11 days	34 38
Robert G. Fisher, Inspector, 19 days	59 37
M. H. Maher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Kellar, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Ellen Hubbard, Stenographer	85 00
B. J. Trickler, Carpenter	75 00
	$7,735 83

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney.	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
	$2,591 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Haneyczewski, Patrolman	83 33
James A. Wagner, Patrolman	83 33
James Rott, Patrolman	83 33
Frank Corado, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33

Frank DeLaby, Patrolman	$ 83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daley, Patrolman	83 33
James A. Langor, Patrolman	83 33
John Fitzsimons, Patrolman	83 33
Charles Worth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,733 28

STREAMS EXAMINATION—GENERAL ACCOUNT.

Chicago, Ill.

E. O. Jordan, Chemist and Bacteriologist	$ 350 00
John R. Neely, Statistician	100 00
J. C. Alford, Assistant Statistician	50 00
W. B. Wherry, Bacteriologist	40 00
Mary Lincoln, Bacteriologist, 18 days	15 00
Elsie P. Miller, Bacteriologist, 18 days	15 00

Laboratory, Champaign, Ill.

A. W. Palmer, Chemist	350 00
T. J. Burrill, Bacteriologist	50 00
R. W. Stark, Chemist	50 00

Laboratory, St. Louis, Mo.

E. E. Irons, Chemist and Bacterologist	175 00
W. G. Sackett, Chemist and Bacterologist, 4 days	16 67

Laboratory, Grafton, Ill.

W. D. Sayer, Chemist and Bacterologist, 4 days	13 33

Laboratory, Peoria, Ill.

F. W. Schule, Chemist and Bacterologist, 5 days	16 67
	$1,241 67

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Cloidt, the Board adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 5, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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, February 5, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Jones and Legner—Two.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Baker, the minutes of the special meeting, held January 30, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Canal Street Bridge, February 1, 1902)	$ 2,422 76	
Lydon & Drews Company (Main Street Bridge, January 31, 1902)	1,682 15	
Lydon & Drews Company (Main Street Bridge, January 25, 1902)	458 03	
Jackson & Corbett Company (Randolph Street Bridge, February 1, 1902)	1,340 50	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, January 25, 1902)	873 68	
American Bridge Company (Canal Street Bridge, January 30, 1902)	43 86	
S. J. Stebbins Company (account Main Street and Ashland Avenue Bridges)	35 96	
Henry Stuckart, (account Canal Street Bridge)	19 15	
		$ 6,876 09

LAW DEPARTMENT.

John G. Drennan (legal services to January 1, 1902, in case of State of Missouri vs. District)		5,000 00

GENERAL ACCOUNT.

The Chicago Chronicle Company (advertising)	$ 52 80	
The Chicago Chronicle Company (advertising)	10 00	
The Chicago Record-Herald (advertising)	15 00	
The Chicago Daily Republican (advertising)	10 00	
The Chicago Daily Republican (advertising)	41 00	
The Chicago Eagle (advertising)	40 00	
The Economist Publishing Company (advertising)	16 80	
Chicago Daily News (advertising)	23 20	
Chicago Arbeiter Zeitung Publishing Company (advertising)	9 00	
Dunlop's Saturday Night Dispatch (advertising)	38 00	
Hearst's Chicago American (advertising)	17 50	
Tribune Company (advertising)	18 00	
Samuel L. Hanks (ice)	15 00	
A. R. Porter, Clerk (expense account, Steamer Juliet)	181 00	
		487 30
Grand total		$ 12,363 39

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smith, Webb and Wenter—Seven.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending January 31, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, Febuary 4, 1902.

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, 1902, as the same have been reported to me:

Engineering Department	59
Clerical Department	4
Law Department	10
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	101

Respectfully submitted,

A. R. PORTER,
Clerk.

(Three enclosures.)

ORDER IN REFERENCE TO CHECKS DEPOSITED WITH BIDS FOR THE PURCHASE OF TWELFTH ISSUE OF SANITARY DISTRICT BONDS.

Mr. Carter presented the following order:

"*Ordered*, That the Clerk of the District be directed to return the check of Farson, Leach & Co., in the sum of $60,702.00, said check being deposited with the bid of said Farson, Leach & Co., for the purchase of the twelfth issue of the bonds of the Sanitary District; and be it further

Ordered, That the Clerk be directed to deposit the check of Mason, Lewis & Co., in the sum of $60,000 with the Treasurer of the District, said sum to apply on the purchase price of said twelfth issue of bonds, said check having accompanied the bid of said Mason, Lewis & Co. for the purchase of said bonds; and be it further

Ordered, That the Clerk be directed to turn over to the Treasurer of the District the entire twelfth issue of bonds when properly executed."

Mr. Carter, seconded by Mr. Cloidt, moved the adoption of the order.

The motion prevailed unanimously, and it was so ordered.

REPORT IN REFERENCE TO PURCHASE OF PROPERTY ADJACENT TO THE CHICAGO RIVER FROM ABBIE M BABCOCK AND FREDERICK R. BABCOCK.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, January 30, 1902.

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

GENTLEMEN—The Committee on Finance reports that it has reached an agreement with Abbie M. Babcock and Frederick R. Babcock for the purchase from them of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improvement of said river, said property is described as follows:

That part of Lots 8, 9 and 10, Block 2, in Edward W. McConnell's subdivision of part of north fraction of the northwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian; lying southeasterly of a line described as follows:

Beginning at a point in the west line of said Lot 10, 243.66 feet distant from the south line of Lumber Street, measured along said west line; running thence northeasterly to a point in the east line of said Lot 8, 314.11 feet distant from the southerly line of Lumber Street, measured along said east line of said Lot 8; containing 25,570.02 square feet, more or less; situated in the County of Cook and State of Illinois.

Your Committee has agreed upon behalf of the District to pay for said property the sum of $26,848.52; also to build a dock along the remaining portion of said property.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay on the voucher of the Attorney to the said Abbie M. Babcock and Frederick R. Babcock the sum of $26,848.52 when they shall have executed to the said Sanitary District of Chicago a sufficient warranty deed, conveying to said District the above described property, free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman.
FRANK X. CLOIDT,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

(Two enclosure.)

On motion of Mr. Carter, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT ON REDUCTION OF BOND OF HELDMAIER & NEU, CONTRACTORS FOR WORK ON SECTION SEVENTEEN AND APPROVAL OF NEW BOND IN THE SUM OF FIVE THOUSAND DOLLARS.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, February 5, 1902.

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

GENTLEMEN—Your Committee on Finance herewith report that, in accordance with the action of the Board of Trustees, taken at the meeting held September 11, 1901, (page 7410 of the Proceedings), in regard to the release of the surety on the bond given by Heldmaier & Neu on contract for work on Section 17 of the Main Channel, the Committee has ascertained that no claims are on file against said firm; that the work on said contract has so progressed as to warrant a reduction of said bond.

The Committee, therefore, recommends that the surety on said bond be released from further liability thereon, the contractors, however, to remain liable; and that said contractors shall enter into and furnish a new bond, in lieu of the original bond, in the sum of five thousand dollars, with surety thereon to be acceptable to the Finance Committee.

And the Committee further reports that

said bond in the sum of five thousand dollars, to be furnished in lieu of the original bond, is herewith presented; that the same is in proper form and that the surety thereon, The City Trust, Safe Deposit and Surety Company of Philadelphia, is sufficient. The Committee, therefore, recommends that the same be approved by your Honorable Body.

Respectfully submitted,
Z. R. CARTER,
Chairman.
FRANK X. CLOIDT,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Finance.

(Accompanied by bond and one enclosure.)

On motion of Mr. Carter, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT ON PROPOSITION FROM GOTTLIEB SCHROEDER FOR THE PURCHASE OF RUBBLE STONE.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, February 5, 1902.

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

GENTLEMEN — The Committee on Finance reports a communication from Gottlieb Schroeder containing a proposition to buy from the District sixty yards of rubble stone, located on the south bank of the Canal, west of Summit Road, and offering to pay for the same the sum of twenty-four ($24.00) dollars.

The Committee advises that said offer be accepted, and recommends that the Chief Engineer be empowered to make such sale.

Respectfully submitted,
Z. R. CARTER,
Chairman.
FRANK X. CLOIDT,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Finance.

(One inclosure.)

On motion of Mr. Carter, seconded by Mr. Cloidt, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT IN REFERENCE TO COMMUNICATION FROM THE BOARD OF LOCAL IMPROVEMENTS OF THE WEST CHICAGO PARK COMMISSIONERS.

Mr. Wenter, member of the Committee on Judiciary, presented a report from the Committee, as follows:

CHICAGO, February 5, 1902.

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

GENTLEMEN—The Committee on Judiciary herewith reports a communication from the Board of Local Improvements of the West Chicago Park Commissioners in regard to levying a special assessment on Marshall Boulevard.

The Committee recommends that a special committee, consisting of Trustees Smyth, Baker and Carter, be appointed to appear before said Board Wednesday, February 5, 1902, at four o'clock P. M., with full power to act.

Respectfully submitted,
FRANK WENTER,
Z. R. CARTER,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK X CLOIDT,
Committee on Judiciary.

(One enclosure.)

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

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Cloidt, seconded by Mr. Baker, the Board adjourned.

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 12 AND 13, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 12, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter and Smyth—Four.

Absent—Messrs. Cloidt, Jones, Legner, Webb and Wenter—Five.

There being no quorum present, on motion of Mr. Baker, seconded by Mr. Carter, the Board adjourned to meet Thursday, February 13, 1902, at 2 o'clock P. M.

ADJOURNED MEETING.

The adjourned session of the Five Hundred and Fifty-fourth Regular Meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Thursday, February 13, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Absent—Messrs. Jones and Webb—Two.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Baker, seconded by Mr. Braden, the minutes of the regular meeting held February 5, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (Canal Street Bridge, January 31, 1902)	$ 1,980 00	
American Bridge Company (Main Street Bridge, January 31, 1902)	13,950 00	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, January 31, 1902)	11,070 00	
		$27,000 00

ENGINEERING DEPARTMENT.

W. Artingstall (expense)	$ 17 00	
Jas. T. Bransfield (expense)	4 05	
Jas. T. Bransfield (expense)	6 20	
Jas. T. Bransfield (expense)	6 35	
D. C. Custer (expense)	2 10	
C. R. Dart (expense)	2 24	
J. E. Grady (expense)	16 80	
E. H. Heilbron (account topographical surveys, Illinois Valley)	113 24	
Wm. M. McCartney (expense)	12 75	
Wm. M. McCartney (expense)	6 95	
E. B. Spencer (expense)	2 45	
G. M. Wisner (expense)	6 55	
E. J. Rooney (coal for cement warehouse)	36 25	
August Menge (coal for Ashland Avenue office)	3 50	
Al. Goetzinger (slabs for Archer Avenue office)	3 25	
S. J. Stebbins Company (hardware)	15 51	
Henry Stuckart (hardware)	29 74	
Hibbard, Spencer, Bartlett & Co. (hardware)	13 02	
Geo. B. Carpenter & Co. (oil, gasoline launch)	4 10	
Acorn Brass Works (whistle for gasoline launch)	20 00	
Hans Isak (gauge reading)	10 00	
R. Seelig (surveying instruments)	11 80	
The Gunthorp-Warren Printing Company (printing)	26 75	
Frederick Post Company (blue prints)	3 00	
Pearson Bros. (blue prints)	5 10	
John F. Decker & Co. (photo material)	18 37	
Eugene Dietzgen Co. (photo material)	34 58	
Keuffel & Esser Company (drafting supplies)	86 79	
J. J. Kenney (postal cards printed)	27 50	
Ralph Modjeski (inspection bridge material Randolph and State Streets)	294 59	
J. W. Landis (lumber)	22 50	
The Globe-Wernicke Co. (cabinet for guage reports)	22 45	
The Consumers' Company (water)	9 75	
Chicago Printing and Embossing Company (stationery)	20 00	
Pittsburgh Testing Laboratory, Ltd. (inspecting bridge materials)	55 04	
		$ 970 27

LAW DEPARTMENT.

H. B. Alexander (witness fees, Harlev vs. District)	$ 288 97	
H. B. Alexander (witness fees, Carnegie Steel Co. vs. Sanitary District	100 00	
Jas. Todd, Attorney (expense)	225 17	
C. S. Cutting (rent office, Joliet, December, 1901)	20 00	
J. O. Gorman & Co. (expense)	26 50	
G. M. Wisner (expense, Ray vs. Sanitary District)	6 25	
		$ 666 89

GENERAL ACCOUNT.

Illinois Staats Zeitung (advertising)	$ 9 00	
The Chicago Chronicle Company (advertising)	9 60	
Chicago Journal (advertising)	37 00	
British-American Company (advertising)	30 00	
Twentieth Century Press Clipping Bureau (clippings, December, 1901, January, 1902)	14 74	
Security Building Receivership (rent offices, February, 1902)	478 33	
		$ 578 67

POLICE DEPARTMENT.

Standard Oil Company (oil.)	4 98

MAINTENANCE ACCOUNT.

Standard Oil Company (oil)	4 90
Grand total	$29,225 71

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

PRESENTATION OF BIDS FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH OF THE CHICAGO RIVER, ETC.

The President announced that, in conformity with the advertisement inviting proposals 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, duly published, giving sixty (60) days' notice, as required by the Sanitary District Act, and in accordance with the published notice of postponement for receiving the same, the Board would now proceed to open the bids received by the Clerk in response to said advertisement.

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

At the conclusion of the reading of the bids, Mr. Braden, seconded by Mr. Baker, moved that the bids 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.

SCHEDULE OF BIDS FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH OF THE CHICAGO RIVER, ETC.

No. of Bid as Received.	NAME AND ADDRESS OF BIDDER.	Amount Deposited With Bid.
1	Hausler & Lutz Towing and Dock Company, Chicago, Ill.	$2,000
2	Jackson & Corbett Company, Chicago, Ill.	2,000
3	Lydon & Drews Company, Chicago, Ill.	2,000
4	The Fitz Simons & Connell Company, Chicago, Ill.	2,000

No. of Bid.		NAME OF BIDDER.	—a— Excavation. 330,000 Cu. Yds.		—b— Excav 330,000 C	
Order Received.	Order of Magnitude.		Price Per Cu. Yd.	Total.	Price Per Cu. Yd.	
3	1	Lydon & Drews Company, Chicago, Ill.	$0 25½	$84,150 00	$0 32½	$1
4	2	The Fitz Simons & Connell Company, Chicago, Ill.	27	89,100 00	35	1
2	3	Jackson & Corbett Company, Chicago, Ill.	28	92,400 00	35	1
1	4	Hausler & Lutz Towing and Dock Company, Chicago, Ill.	30	99,000 00	40	1

BIDS IN DETAIL FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH OF THE CHICAGO RIVER, ETC.

In Order of Magnitude—Lowest Bid First—Opened February 13, 1902.

	—a— Excavation. 330,000 Cu. Yds.		—b— Excavation. 330,000 Cu. Yds.		—c— Dock, Removed. 9,600 Lin. Ft.		—d—	—e— Dock, Completed. 8,500 Lin. Ft.		—f—	—g—	—h—	—i—	—j—	—k—	—l—	—m—	—n—	—o—	—p—	—q—	—I— Concrete. 11,600 Cu. Yds.		—II—	—III—	—IV—	—V—	—VI—	—VII—	—VIII— Coffer Dam. 400 Lin. Ft.		—IX— Coffer Dam. 600 Lin. Ft.		Total.	
	Price Per Cu. Yd.	Total.	Price Per Cu. Yd.	Total.	Price Per Lin. Ft.	Total.	Price Per Lin. Ft.	Price Per Lin. Ft.	Total.	White Oak Piles, Driven. Cents Per Lin. Ft.	Hardwood Piles, Driven. Cents Per Lin. Ft.	Sheet Piling. Per 1,000 Ft. B. M.	Oak Timber. Per 1,000 Ft. B. M.	Oak Stringers. Per 1,000 Ft. B. M.	Back Logs. Per 1,000 Ft. B. M.	Pine Stringers. Per 1,000 Ft. B. M.	Hemlock Timber. Per 1,000 Ft. B. M.	Anchor Rods. Cents Per Lb.	Screw Bolts. Cents Per Lb.	Drift Bolts. Cents Per Lb.	Spikes and Nails. Cents Per Lb.	Price Per Cu. Yd.	Total.	Wales. Per 1,000 Ft. B. M.	Piles, Delivered. Cents Per Lin. Ft.	Piles Driven. Cents Per Lin. Ft.	Excavation Dredging. Cents Per Cu. Yd.	Excavation Dry. Cents Per Cu. Yd.	Excavation Protected. Cents Per Cu. Yd.	Price Per Lin. Ft.	Total.	Price Per Lin. Ft.	Total.	Site for Depositing Excavation Selected by Contractor.	Excavation Deposited on Lake Front.
...	$0 25½	$84,150 00	$0 32½	$107,250 00	$1 75	$16,800 00	$1 50	$24 75	$210,375 00	$0 25	$0 20	$52 00	$48 00	$45 00	$38 00	$36 00	$31 00	$0 06⅝	$0 05½	$0 03¾	$0 04½	$6 00	$69,600 00	$48 00	$0 17	$0 22	$0 30	$5 15	$2 00	$45 00	$18,000 00	$60 00	$36,000 00	$434,925 00	$458,025 00
....	27	89,100 00	35	115,500 00	2 00	19,200 00	2 00	25 00	212,500 00	34	25	50 00	50 00	50 00	40 00	35 00	33 00	06½	07	04	04	6 50	75,400 00	50 00	20	30	32½	5 50	2 00	48 00	19,200 00	65 00	39,000 00	454,400 00	480,800 00
....	28	92,400 00	35	115,500 00	2 00	19,200 00	1 00	27 00	229,500 00	30	22	48 00	48 00	48 00	35 00	35 00	30 00	06	06	05	05	6 35	73,660 00	50 00	20	20	30	4 50	1 50	50 00	20,000 00	62 00	37,200 00	471,960 00	495,060 00
Ill..	30	99,000 00	40	132,000 00	2 00	19,200 00	2 00	28 10	238,850 00	29	20	55 00	50 00	50 00	42 50	40 00	35 00	06	06	06	06	7 00	81,200 00	55 00	20	20	40	2 00	2 00	40 00	16,000 00	65 00	39,000 00	493,250 00	526,250 00

CLERK'S REPORT ON DELIVERY OF TWELFTH ISSUE OF FOUR PER CENT SANITARY DISTRICT BONDS.

The Clerk presented a report, accompanied by the receipt of the Treasurer of the District for the delivery to him of $2,000,000 four per cent. bonds, being the bonds of the twelfth issue; and also the receipt of the Treasurer for the check of $60,000.00 deposited with the bid of Mason, Lewis & Company to apply as part of the purchase money for said bonds.

Mr. Baker, seconded by Mr. Braden, moved that the report and the accompanying receipts be received, ordered printed in the proceedings and placed on file as a part of the permanent records of the Board.

The motion prevailed unanimously and it was so ordered.

The following is the report from the Clerk:

CHICAGO, February 13, 1902.

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

GENTLEMEN—I beg to report that I have complied with the request of the Board of Trustees, by depositing the entire twelfth issue of Sanitary District four per cent bonds with Mr. F. M. Blount, Treasurer of the District, and have also turned over to him the check for $60,000, deposited by Mason, Lewis & Company with their bid for the bonds, and both receipts for the same, signed by the Treasurer, are hereto attached.

Yours respectfully,

A. R. PORTER,
Clerk.

RECEIPT FOR BONDS OF THE TWELFTH ISSUE.

CHICAGO, February 13, 1902.

Received of A. R. Porter, Clerk of the Sanitary District of Chicago two thousand of the Sanitary District four per cent serial bonds of the denomination of one thousand dollars each and numbering from 18591 to 20590, both inclusive, being the entire twelfth issue of the Sanitary District of Chicago bonds, as per ordinance passed January 24, 1902, the same having been delivered to me in the following amounts and on the following dates:

February 13, 1902, 18591 to 19090.
February 11, 1902, 19091 to 19590.
February 10, 1902, 19591 to 19790.
February 8, 1902, 19791 to 20090.
February 7, 1902, 20091 to 20190.
February 7, 1902, 20191 to 20590.

F. M. BLOUNT,
Treasurer.

RECEIPT FOR CHECK OF MASON, LEWIS & COMPANY.

CHICAGO, February 7, 1902.

Received of A. R. Porter, Clerk of the Sanitary District of Chicago, check number 16,218, dated January 30, 1902, drawn by Mason, Lewis & Company on the First National Bank of Chicago, for the sum of sixty thousand ($60,000) dollars, the same being deposited with the bid of Mason, Lewis & Company for the twelfth issue of the Sanitary District bonds, and is to apply as part purchase money for the said bonds.

F. M. BLOUNT,
Treasurer.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 19, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 19, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Baker, seconded by Mr. Legner, the minutes of the regular meeting held February 12, 1902, and the adjourned session of the same, held February 13, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Jackson & Corbett Company (Randolph Street Bridge, February 15, 1902)	$ 1,706 25	
Page & Shnable (Ashland Avenue Bridge, January 31, 1902).....	1,655 57	
		$ 3,361 82

ENGINEERING DEPARTMENT.

James T. Bransfield (expense)	$ 6 30	
Chas. Wink (expense)	5 55	
W. H. Salisbury & Co. (rubber goods)	53 71	
		$ 65 56

CLERICAL DEPARTMENT.

Cameron, Amberg & Co. (stationery)	$ 4 80	
Geo. E. Marshall & Co. (stationery)	14 49	
H. Schultz & Co. (file boxes)	3 00	
		$ 22 29

LAW DEPARTMENT.

George F. Barrett (special service, McMahon & Montgomery Co. et al. vs. District)	$ 90 00
J. B. Brennan (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
J. W. Carliss (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
Richard Cullen (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
J. T. Evans (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
M. L. Flannigan (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
T. C. Gleason (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
A. F. Gorman (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
W. M. Hand (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
C. T. Hass (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
E. J. Hayes (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
J. V. Hopeman (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
M. W. Honan (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
W. H. Larkin (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
W. R. McFarlane (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
Frank J. McQuirk (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
M. Myers (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
John Nelligan (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
D. W. Sullivan (special service McMahon & Montgomery Co. et al. vs. District)	90 00
F. H. Schafer (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
R. F. Shay (special service, McMahon & Montgomery Co. et al. vs. District)	90 00
Frank A. Tyrrell (special service, McMahon & Montgomery Co. et al. vs. District)	90 00

W. A. Wilkins (special service, McMahon & Montgomery Co. et al. vs. District)	$ 90 00	
Robert C. Worms (special service, McMahon & Montgomery Co. et al. vs. District)	90 00	
William A. Bowles (legal services)	505 00	
John W. Nadelhoffer (expense)	64 40	
J. J. Slattery (court reporting, McMahon & Montgomery Co. et al. vs. Sanitary District)	828 20	
Walton, James & Ford (court reporting, McMahon & Montgomery Co. et al. vs. Sanitary District)	108 75	
B. E. Grant (witness fee, Harley vs. Sanitary District)	25 00	
		$ 3,691 35

GENERAL ACCOUNT.

Chicago Journal (advertising)	$ 10 40	
The Chicago Eagle (advertising)	10 00	
Standard Opinion (advertising)	29 40	
The Inter Ocean (advertising)	7 80	
Chas. H. Fuller's Advertising Agency (advertising)	61 38	
John F. Higgins (printing proceedings)	164 51	
A. R. Porter, clerk (expense)	254 16	
		547 65
Grand total		$ 7,688 67

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter (*except as to Law Department vouchers, for special services, in the suit of McMahon & Montgomery Company et al. vs. The Sanitary District, in favor of George F. Barrett, J. B. Brennan, J. W. Carliss, Richard Cullen, J. T. Evans, M. L. Flannigan, T. C. Gleason, A. F. Gorman, W. M. Hand, C. T. Hass, E. J. Hayes, J. V. Hopeman, M. W. Honan, W. H. Larkin, W. R. McFarlane, Frank J. McQuirk, M. Myers, John Nelligan, D. W. Sullivan, F. H Schafer, R. F. Shay, Frank A. Tyrrell, W. A. Wilkins and Robert C. Worms, each in the sum of $90.00, on which Mr. Wenter voted "nay."*)—Eight (*except as above stated.*)

Nays—None (*except as above stated.*)

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of January, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, February 19, 1902.

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 January, 1902

The expenditures for the month of January are as follows:

Court Costs	$ 3,491 18
Attorney's roll	2 591 64
Books and Stationery	32 99
Witness Fees	2,625 00
Expense	573 28
Expense (vouchered by Chief Engineer)	4 75
Special Counsel	4,001 21
Total	$13,320 05

The following suits were begun during the month:

The Sanitary District of Chicago vs. Henry A. Dupont, Rathborne, Hair & Ridgway Co. et. al., General No. 224,779, in the Circuit Court of Cook County. This is a condemnation case to acquire title to the property of said defendants, which is adjacent to the Chicago River and is required for the corporate purposes of the District.

Jane S. Martin vs. The Sanitary District of Chicago, General No. 224,401, in the Circuit Court of Cook County. This is a bill for the specific performance of a contract executed by the defendant providing for the erection and maintenance of a levee to protect certain lands of the complainant situated near the village of Lockport.

Opinions have been rendered in regard to the District's liability for the payment of the bill incurred by Louis Hutt in restoring the dock on certain premises, and in reference to the right of the District to pay any attorney more than $5,000.00 for services performed during any one year.

The comparing and correction of the bills of exceptions prepared by the attorneys for the plaintiffs in the case of Smith & Eastman vs. The Sanitary District of Chicago and Alfred Harlev vs. The Sanitary District of Chicago has required much of the time and attention of this department during the past month.

In addition to the above this department has been engaged in the examination of abstracts, preparation of reports and bond ordinances and in negotiations for the purchase of property required for widening and deepening the Chicago River.

Respectfully submitted,

JAMES TODD,
Attorney.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of January, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for January, 1902.

Receipts.

Balance on hand at date of last report		$ 899,877 06
From Home Savings Bank, Interest Account	$ 264 22	
Total cash received for month		264 22
		$ 900,141 28

Disbursements.

Clerical Department	$ 985 68	
Treasury Department	375 00	
Engineering Department	8,164 45	
Construction Account	42,292 70	
Law Department	13,559 82	
Land Account	2,696 65	
General Account	6,460 31	
Bond Account	480,000 00	
Bond Interest and Premium Account, Interest on Bonds	233,225 00	
Police Department	1,867 23	
Maintenance Account	571 72	
Telephone Line	646 91	
Maintenance of Highway Bridge	14 55	
Total cash disbursed		$ 790,860 02
Balance this date in banks, as per schedule endorsed hereon		109,281 26
		$ 900,141 28

Schedule.

Home Savings Bank	$ 84,809 50
Chicago National Bank	264 22
National Bank of Illinois	24,207 54
Total	$ 109,281 26

CHICAGO, February 12, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT ON BIDS FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH OF THE CHICAGO RIVER, ETC.

Mr. Braden, Chairman, presented a report from the Committee on Engineering in reference to the bids 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, presented and referred to the Committee at the meeting held February 13, 1902 (page 7737 of the Proceedings), the report recommending that the contract be awarded to the Lydon & Drews Company, the bid of said firm being the lowest received.

The report is as follows:

CHICAGO, February 19, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the bids opened at the meeting of the Board of Trustees held on the 13th day of February, A. D. 1902, 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, begs to report that it has considered the list of bids presented and the qualifications of each bidder, respectively, and finds that the lowest responsible bidder upon the work aforesaid is Lydon & Drews Company.

The Committee recommends that the work of dredging the said Main Chicago River and the South Branch of the Chicago River and performing certain collateral work be awarded to said Lydon & Drews Company at the prices named in its bid.

The 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.

The Committee further recommends that the checks of all other bidders be returned to said bidders respectively, when said contract shall have been executed.

Respectfully submitted,

JOS. C. BRADEN,
Chairman,
WM. LEGNER,
WM. H. BAKER,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
Committee on Engineering.

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

Mr. Carter moved as a substitute to Mr. Braden's motion, "that all the bids received be rejected, and the Chief Engineer empowered and instructed to advertise for one unit of a plant necessary for dredging the Chicago River, and, further, that the President and Clerk be authorized to readvertise for bids on the work."

The substitute motion was seconded by Mr. Wenter.

The roll being called on the substitute motion made by Mr. Carter, it was lost by the following vote:

Yeas—Messrs. Carter, Webb and Wenter—Three.

Nays—Messrs. Baker, Braden, Cloidt, Legner and Smyth—Five.

The question recurring on the original motion made by Mr. Braden, to adopt the report of the Committee on Engineering, the Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Legner and Smyth—Five.

Nays—Messrs. Carter, Webb and Wenter—Three.

Upon this result, the Chair declared the motion carried.

Mr. Carter thereupon requested permission to present a minority report in reference to the matter just voted upon.

Mr. Braden stated that if such permission should be granted Mr. Carter, that it also should extend to those Trustees desiring to explain their vote on the matter in ques-

tion, and that the same be spread on the records of the Board as of the present date.

Permission, by unanimous consent, was granted for the insertion in the proceedings of a minority report and the views of such other members as might desire to express them.

The following are the views of the majority and minority as presented for insertion in the Proceedings as of this date:

VIEWS OF THE MINORITY.

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

GENTLEMEN — The minority of your Committee on Engineering respectfully dissent from the conclusion reached by the majority in the consideration of the bids received for dredging and docking in and along the Chicago River. We are fully convinced there was no genuine competition between the bidders, and that the lowest price named, both for dredging and building the dock, is much too high.

In support of this conclusion, we submit the prices at which the United States government has let work in the river and harbor at Chicago:

Year.	NAME OF CONTRACTOR.	Location.	Cu. Yds.	Price.	Measurement.
1896	Illinois Dredging Company	Chicago River	26,255	$0 14	.....
1896-8	Green's Dredging Company	So. Br. Chicago River	628,991	10.9	.....
1896-9	Lydon & Drews Company	No. Br. Chicago River	1,244,918	9.7	.....
1894	W. A. McGillis & Co	Calumet River	50,036	10.7	.....
1894-5	W. A. McGillis & Co	Calumet River	179,195	16.5	Place
1896-7	C. E. Mitchell & Co	Calumet Harbor	320,405	13¼	Place
1894	McMahon & Montgomery Company	Calumet River	14,924	12.9	.....
1896	Norris G. Dodge & Son	Calumet Harbor	27,537	17.5	.....
1896	Lydon & Drews Company	Calumet Harbor	200,669	9	.....
1901	Lydon & Drews Company	Calumet Harbor	.....	7.45	.....

It certainly is not a credit to the business sagacity of this Board that, while the United States Government let its last contract at the lowest price for several years, at the same time the Sanitary District should be compelled to pay a higher price than it has ever paid for the same character of work.

Furthermore, this Board should make every honorable effort to prevent any trust or combination from obtaining a higher price for work than can be had by sharp competition. Inactivity on the part of this Board against such danger will, without doubt, create an octopus that will most likely shut out all competition, and in a large measure be able to fix prices and shape the policy and action of this Board.

In view of the fact that the Sanitary District has a large amount of the same kind of work to do, which will continue during a period of several years, and in order to protect the District from being mulcted continuously throughout the progress of the work, we recommend that all bids be rejected, the President and Clerk to re-advertise for bids on the work to be done during the coming year, and the Chief Engineer be directed to obtain propositions for a dredging plant to be used by the Sanitary District, in order that we may proceed with the work, in case we do not receive satisfactory bids.

Z. R. CARTER,
FRANK WENTER.
THOMAS J. WEBB."

VIEWS OF THE MAJORITY.

"We, the majority, hereby dissent from the conclusions of the minority and present our views, as follows:

We assert that said minority views do not treat the subject matter under consideration in that candid, honest manner which it deserves, but has presented a tabulation of figures to be placed in the minutes of this Board, which are entirely misleading, and would give a false idea to any one reading our proceedings.

All the figures, except two, given therein, are on scow measurement, which, according to the statement of our Chief Engineer, Isham Randolph, is one-third less than is bid on place measurement, which is the measurement used in the bids on our work; and it is also known to the minority that the prices mentioned in the bids, which are set forth by the minority, aggregate net,

to the contractors, a much larger price per cubic yard than is actually shown.

For instance, the 1901 bid on Chicago harbor—7.45 cents—is shown, which, with the one-third added for scow measurement, would make 9.93 cents. The contractors had a contract for placing the material within 1,500 feet from the place of dredging, and in addition thereto received ten cents more per cubic yard for placing the same, thus netting them 19.93 cents per cubic yard, with practically no haul, and the contractor at the same time being able to use old scows and tugs that were unfit for use on the river.

The minority clearly show their evident intent to mislead in not showing the last contract let by the United States Government on the Chicago River, in 1899, which was for 16.90 cents per cubic yard, scow measurement, or, if at place measurement, as our contract is, would be 22.53 cents per cubic yard, and the digging was done at seventeen feet depth, whereas ours is twenty-six feet, and that work was done at a time when there was no current in the river, and there was not the danger of striking and sinking a valuable vessel, as there is now. Besides, it was continuous, steady work, whereas our work will be by piecemeal at different points along the river, at such times as we may acquire property.

In advertising for bids on our work, our specifications, as prepared by Isham Randolph, Chief Engineer, set forth that we would do about $434,925.00 worth of work, when, as a matter of fact, we will not do any more than was done last year, which amounted to about $75,000.00 in the cutting off and digging out of the property purchased, which is the work expected to be done under this contract. We advertised more extensively than we ever did before, for a period of ninety days, in Cleveland, Detroit, Buffalo, Duluth, and all lake ports of any size, thereby giving every dredging company along the Great Lakes an opportunity to submit bids for the work. The only bids received were from Chicago contractors, and their bids are but one cent per cubic yard higher than last year, which will not amount to more than $2,000.00 upon the work to be done under this entire contract.

Now, therefore, in view of the facts heretofore stated, and for the reason there was urgent necessity for our doing certain work immediately, which we have obligated ourselves to perform prior to the opening of navigation, and for which we might be held liable for large damages by reason of delay, we therefore favored the letting of the contract to the lowest responsible bidder.

Respectfully submitted,

WM. H. BAKER,
JOS. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER,
THOMAS A. SMYTH.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT ON SUBSTRUCTURE OF THE ASHLAND AVENUE BRIDGE CROSSING THE CHICAGO RIVER.

Mr. Braden, Chairman, presented a report from the Committee on Engineering with reference to, and accompanied by, the final certificate of the Chief Engineer, in regard to the completion of contract with Page & Shnable, for the substructure of the bridge crossing the Chicago River at Ashland Avenue.

The report is as follows:

CHICAGO, February 19, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the final certificate of the Chief Engineer in favor of Page & Shnable for the construction of the substructure of the Ashland Avenue Bridge, crossing the Chicago River, reports that the Committee has examined said certificate and considered the subject matter thereof and recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, the sum of five thousand seven hundred thirty-eight dollars and sixty seven cents ($5,738.67) to said Page & Shnable, the amount found to be due in said Chief Engineer's certificate 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 and demands of whatsoever kind or nature arising from, or grow-

ing out of, the contract for said substructure.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
WM. LEGNER,
FRANK WENTER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
Committee on Engineering.

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

The roll being called, the motion was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smith, Webb and Wenter—Eight.

Nays—None.

FINAL CERTIFICATE OF THE CHIEF ENGINEER FOR SUBSTRUCTURE OF ASHLAND AVENUE BRIDGE.

CHICAGO, February 5, 1902.

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

GENTLEMEN—I hereby certify that Page & Shnable have completed all of the work covered by their contract dated February 4, 1901, for the substructure of the Ashland Avenue Bridge crossing the Chicago River. This certificate is issued in accordance with Clause 50 of the above mentioned contract and is subject to any unaccrued or unmatured obligations imposed by said contract.

The statement of the work done under this contract is as follows:

Excavation for abutments, piers and by pass, 8,464 cubic yards, at 54 cents	$ 4,570 56
Excavation for retaining wall, 773 cubic yards, at 54 cents	417 42
Sheet piling and bracing, 231,733 feet, B. M., at $35	8,110 66
Oak timber in foundation, 44,280 feet, B. M., at $39	1,726 92
Piles in protection, delivered, 8,070 lineal feet, at 20 cents	1,614 00
Piles in north coffer dam, 3,010 lineal feet, at 20 cents	602 09
Piles in protection, driven, 7,428 lineal feet, at 25 cents	1,857 00
Piles in north coffer dam, driven, 3,010 lineal feet, at 25 cents	752 50
Portland cement concrete, piers and abutments, 2,727 cubic yards, at $5.22	$14,234 94
Portland cement concrete, retaining walls, 531.6 cubic yards, at $5.22	2,774 95
Removal of old sub and superstructure	4,120 00
Extending sewer through abutment.	250 00
Total amount of contract	$41,030 95
Amount paid on previous estimates	35,292 28
Amount due and unpaid	$ 5,738 67

Respectfully submitted,

RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO RENEWAL OF LEASE WITH TIMOTHY CARROLL.

Mr. Carter, Chairman, presented a report from the Committee on Finance, as follows:

CHICAGO, February 19, 1902.

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

GENTLEMEN—The Committee on Finance herewith presents the lease of Timothy Carroll, of Sag Bridge, Cook County, Illinois, and advises under the terms of said lease the said Carroll has the option of renewing said lease from year to year for the perion of five years from February 1, 1901.

The Committee, therefore, recommends that said lease be extended one year from February 1, 1902, subject to the same agreements and conditions expressed in said lease; and that the President be authorized to endorse said extension upon said lease.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
JOS. C. BRADEN,
THOMAS J. WEBB,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

On motion of Mr. Carter, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter,

Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

PROPOSITION FOR THE PURCHASE OF STONE.

The Clerk presented a communication from the Young Stone Company, of Chicago, offering to pay $600.00 for certain stone to be taken from the northerly bank of the Drainage Channel, at Lemont, Ill.

By unanimous consent, the communication was referred to the Committee on Engineering.

ORDER AUTHORIZING INCINERATION OF UNISSUED THREE AND ONE-HALF PER CENT BONDS.

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

"*Ordered*, That the Clerk of the Sanitary District of Chicago be, and he is hereby, instructed to cancel and destroy, by burning, in the presence of the President of the Board of Trus'ees, Thomas A. Smyth, and the Chairman of the Committee on Finance, Zina R. Carter, the entire number of three and one half (3½) per cent. bonds, which were printed under an ordinance adopted by the Board of Trustees of the Sanitary District of Chicago January 3, 1902, (pages 7699 and 7700 of the proceedings), and repealed January 23, 1902, (page 7716 of the proceedings,) but which were never executed or issued, and which said unexecuted bonds are now in the possession of the said Clerk; and that he report in deta l, in writing, to this Board his action under this order, with a specific description of the bonds so cancelled and destroyed."

The roll being called, the order was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

FINANCE COMMITTEE AUTHORIZED TO AUDIT THE ACCOUNTS OF THE TREASURY DEPARTMENT.

Mr. Carter, seconded by Mr. Wenter, moved that the Committee on Finance be authorized and directed to audit the books of the Treasury Department for the year 1901, and report their condition to the Board.

The roll being called, the motion was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

ADJOURNMENT.

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

A. R. Porter, CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

FEBRUARY 26, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 26, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Baker, seconded by Mr. Legner, the minutes of the regular meeting, held February 19, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, February, 1902)	$ 7,815 83
Clerical Department (Clerk's, February, 1902)	958 33
Law Department (Attorney's, February, 1902)	2,591 64
Treasury Department (Treasurer's, February, 1902)	375 00
General Account (General, February, 1902)	205 00

General Account (Trustees', February, 1902)	$2,333 33	
General Account (Streams Examination, February, 1902)	150 00	
Police Department (Marshal's, February, 1902)	1,733 28	
Maintenance Account (Controlling Works, February, 1902)	550 00	
		$ 16,712 41

LAW DEPARTMENT.

Edward J. Coen (expense)	$ 38 50	
Ossian Guthrie (professional service and expert witness fees, suit Canal Commissioners vs. District)	150 00	
		188 50

GENERAL ACCOUNT.

The Western Bank Note and Engraving Company (printing and engraving twelfth issue bonds)	$ 1,860 00	
Chas. H. Fuller's Advertising Agency (advertising)	45 40	
Arthur W. Palmer (account streams examination)	21 92	
American Express Company (account streams examination)	45 83	
Pacific Express Company (account streams examination)	3 50	
Boehm & Daigger (account streams examination)	19 55	
Ernst Leitz (account streams examination)	65 80	
Henry Heil Chemical Company (account streams examination)	4 60	
		2,066 60
Grand total		$ 18,967 51

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Webb and Wenter—Six.

Nays—None.

CLERK'S REPORT IN REFERENCE TO DESTRUCTION OF UNISSUED THREE AND ONE-HALF PER CENT BONDS.

The Clerk presented a report, accompanied by certificate, attested by the President and Clerk of the District and the Chairman of the Finance Committee, as to the destruction of the entire issue of three and one-half per cent Sanitary District bonds, in accordance with the order passed by the Board at the meeting held February 19, 1902 (page 7747 of the Proceedings).

The report is as follows:

CHICAGO, February 26, 1902.

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

GENTLEMEN—I beg to report that in compliance with an order passed by the Board of Trustees at its rugular meeting held February 19, 1902, I have destroyed the entire issue of three and one-half per cent Sanitary District bonds printed under an ordinance passed January 3, 1902, and repealed January 23, 1902.

I hereto attach certificate signed by myself as Clerk of the Sanitary District, by Mr. Thomas A. Smyth, President of the Board of Trustees, and Mr. Zina R. Carter, Chairman of the Committee on Finance, certifying that the said bonds were duly destroyed.

Very truly yours,

A. R. PORTER,
Clerk.

The following is the certificate accompanying the report.

"CHICAGO, February 26, 1902.

This is to certify that I, A. R. Porter, Clerk of the Sanitary District of Chicago, did on the 25th day of February, 1902, cancel and destroy, by burning the same in the furnaces located in the Security Building, all of the entire issue of three and one-half per cent Sanitary District bonds, which were printed under an ordinance adopted by the Board of Trustees of the Sanitary District of Chicago, January 3, 1902, pages 7699 and 7700 of the Proceedings, and repealed January 23, 1902, page

7716 of the Proceedings, being two thousand bonds of the denomination of one thousand dollars each, numbered from 18591 to 20590, both inclusive, and that the same were cancelled and destroyed by an order passed by the Board of Trustees at a regular meeting of said Board held on February 19, 1902, and that the said bonds were destroyed in the presence of Thomas A. Smyth, President of the Board of Trustees and Zina R. Carter, Chairman of the Committee on Finance of the said Board of Trustees.

A. R. PORTER,
Clerk, Sanitary District of Chicago.

I hereby certify that the bonds above mentioned were destroyed in my presence.

THOMAS A. SMYTH,
President, Board of Trustees.

I hereby certify that the bonds above mentioned were destroyed in my presence.

Z. R. CARTER,
Chairman Committee on Finance."

Mr. Wenter, seconded by Mr. Baker, moved that the report and accompanying certificate be ordered printed in the Proceedings and placed on file.

The motion prevailed unanimously, and it was so ordered.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of January, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, February 26, 1902.

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, 1902.

The total expenditures of the District for the month of January, 1902, were $125,446.18, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $986.13, of which amount the sum of $958.33 was for salaries and the sum of $27.80 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $9,361.43, divided as follows:

Rent of offices for January, 1902..	$ 478 33
Printing	858 50
Advertising	118 42
Salaries	2,538 33
Streams examination	5,302 98
General expenses	64 87
Total	$ 9,361 43

Of the total tax levy warrants heretofore issued, all have been redeemed, except $10,963.39 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of January, 1902:

Account.	*Amount.*
Right of way	$ 5,801 65
Bridge construction, Chicago River	17,233 22
Bridge construction, Main Channel.	4,641 39
Chicago River dredging, docking, etc.	56,788 96
Controlling Works, Lockport	2,895 60
Joliet project	2,804 10
Telephone line	196 60
Engineering Department	8,433 43
Clerical Department	986 13
Law Department	13,320 05
Treasury Department	377 25
Police Department	1,838 57
General Account	9,361 43
Maintenance Account	767 80
Total	$ 125,446 18

Respectfully submitted,

A. R. PORTER,
Clerk

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of January, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, February 21, 1902.

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 January, 1902, giving the detailed operations of the same.

The value of construction work done was $90,959.82. Vouchers were issued on this account to the amount of $74,787.82.

The engineering expenses for the month were $8,477.07, divided as follows: Salaries, $7,735.83; supplies, etc., $741.24. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River—The contractor for dredging the river completed, during the month, the work of excavation to the 26-foot grade. Dredges Nos. 2 and 3 worked during the month between Ashland Avenue and Robey Street and Dredge No. 2 worked part of the month east of Main Street. The work was all completed except a small amount in the vicinity of Main Street which can not be done until the bridge abutments at that place are ready to be removed.

The firm of McCarthy & Newman, who were engaged by the District to do certain force account work made necessary by changes in the yard of the Illinois Stone Company on the west side of the river, north of Twenty-second Street, had a derrick set up and ready to go to work on the 27th, but the company refused to allow them to enter upon the work.

The State Street bridge was closed to traffic on the 9th, and the Union Traction Company commenced the removal of its tracks from the bridge and approaches. On the 10th, the Lydon & Drews Company, contractor for the substructure of this bridge, began the work of removing the south approach and abutment, using a pile driver and crew and eight laborers. The Union Traction Company finished work on the 11th. On the 13th, the Lydon & Drews Company began the work of removing the north apppoach and abutment, and on the 14th, the wrecking crew began tearing down the iron work of the old bridge. At the end of the month, the Lydon & Drews Company had the abutments removed down to the water's edge.

The contractors for the substructure of the Randolph Street bridge finished driving piles for the east foundation on the 16th. The total number of piles driven was 522, and they were sawed off at a depth varying from—3 to—12 feet C. C. D. On the 19th, the work of driving the steel sheeting for the east coffer-dam was resumed, and was finished at the end of the month. On the 9th, the work of removing the old approach on the west side was begun, and was completed on the 14th, at which time excavation was begun and carried on to the end of the month.

The contractor for the substructure of the Canal Street bridge worked during the month back-filling south of the south pier. On the north side the contractor worked from the 1st to the 10th excavating, placing the inner bracing in the coffer-dam and sawing off piles. From the 13th to 16th, work was carried on sawing off piles preparatory to the placing of concrete. On the 21st, the work of building forms and placing concrete for the abutments and piers was begun and continued to the end of the month. Six-inch mortar facing on the bottom of the abutment was begun on the 23rd. Anchor columns were set on the 25th.

The contractor for the superstructure was engaged from the 1st to the 9th placing iron in connection with the track girders on the north approach. No further work was done during the month, owing to lack of material.

The record of work on the substructure of the Main Street bridge for the month is as follows: On the 2nd, finished concrete work for the south abutment. On the 4th, started installing 36-inch water main in the shaft in the tunnel; finished retaining walls on the south side; placed bolsters and protection boxes around track girders on the north side. On the 7th, city force started caulking pipe. On the 11th, started building retaining walls on north side; finished concrete and mortar work on the north side. On the 14th, received combination chair and elbow for 36-inch water main. On the 18th, city force had the above in place. On the 25th, water main was in place and ready for caulking. On the 28th, water was admitted to the 36-inch water main by city workmen. One length of pipe was broken and the balance of the month was taken up in replacing the old pipe with a new one.

The record of the work on the superstructure for the month is as follows: On the 2nd, commenced to unload north track girders; on 8th, west machinery truss on the south side was set. On the 11th, commenced to set track girders on the north side and finished on

the 15th. On the 16th, the west machinery truss on the north side was put in place. On the 18th, the west track girder bracing on the west side was finished and the derrick on the south side was erected. On the 22nd, the east machinery truss on the north side was set in place. On the 23d, the approach columns, beams and stringers on the north side were placed. On the 25th, the work of unloading segmental girders for the south side was begun. The average number of men employed was from ten to twelve.

The contractors for the substructure of the Ashland Avenue bridge completed the regular work covered by the contract at the beginning of the month. During the month they were engaged in building sidewalks, back-filling and building foundations for the operator's houses. At the end of the month, all of the work was completed and a final voucher rendered.

The record of the work on the superstructure for the month is as follows: On the 14th, a few men began the work of erecting a derrick on the south side and finished on the 22d. From the 23rd to the end of the month the work of unloading metal was carried on.

Section "O"—Shannon & Chase continued the work of sorting lumber near the warehouse during the month.

Section "K"—Some work was done during the month by the Santa Fe Railway Company in connection with its interlocking system at the Belt crossing.

Controlling Works—No construction work was done during the month with the exception of setting foundation frames for dynamos, which was completed on the 4th.

In the Drafting Department, work was continued on the 200 foot scale map of the North Branch of the Chicago River, and the following drawings, etc., were made: Plat of the South Fork of the South Branch of the Chicago River, showing rock soundings; two plats of South Branch of the Chicago River from Lake to Van Buren Streets, showing proposed widening of river to 200 feet; map showing widening of Chicago River from Twelfth to Lake Streets, for the Secretary of War; four sets of maps showing river improvement by the District from Ashland Avenue to Lake Street, including the South Fork of the South Branch; plat of proposed new site for pumping station at Lawrence Avenue; and copy of Conroy property near Chanahon.

The checking of the shop plans for the Canal Street bridge was finished and all plans were approved by the District, excepting the apparatus for operating foot brakes. The checking of shop plans for the Randolph Street bridge has been continued. About 50 per cent of the plans have been checked and 25 per cent approved. The plans for the Harrison Street bridge were again tendered by the Hall Bascule Bridge Company, were examined, and again returned to the bridge company for further amplification. No shop plans for the State Street bridge have yet been received.

In addition to the work reported, the engineering corps were principally engaged in taking and recording flow measurements, in computing estimate notes, and in surveying, etc., along the Chicago River and in the Illinois River Valley.

I estimate the expenses of this Department for the month of February will be $75-000.00.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF JANUARY, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 122 50	$ 26 74	$ 149 24	.....
Right of Way	137 50	65	138 15	.....
Hydraulic Measurements	359 58	59 95	419 53	.....
Mortar, Sand and Cement Tests	243 75	47 75	291 50	.....
Photographs of Works	125 00	20 82	145 82	.....
Thirty-ninth Street Conduit	396 25	26 75	423 00	.....
Chicago River, Dredging, Docking, etc.	2,518 75	192 13	2,710 88	$28,718 39
State Street Bridge, Chicago River	226 25	15 75	242 00	.....
Randolph Street Bridge, Chicago River	521 70	18 04	539 74	3,335 50
Harrison Street Bridge, Chicago River	225 45	19 64	245 09	.....
Polk Street Bridge, Chicago River	.....	5 86	5 86	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	192 50	.....	192 50	.....
Canal Street Bridge, Chicago River	593 75	27 47	621 22	4,465 77
Main Street Bridge, Chicago River	572 85	69 91	642 76	16,114 14
Ashland Avenue Bridge, Chicago River	378 75	39 85	418 60	19,349 92
Main Channel Construction	117 50	.....	117 50	.....
Pan Handle Permanent Bridge, Main Channel, Sec. O	60 00	.....	60 00	.....
Belt Railway Company's Bridge, Main Channel, Sec. K	90 00	2 55	92 55	.....
Controlling Works and Joliet Project	258 30	.....	258 30	2,804 10
Illinois Valley Work	595 45	167 38	762 83	.....
Totals	$7,735 83	$ 741 24	$8,477 07	$74,787 82

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During January, 1902.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lin. Ft.
Chicago River, dredging, docking, etc.	135,538	.....	.....
Randolph Street Bridge, Chicago River	800	.....	2,000
Main Street Bridge, Chicago River	100	245	.....
Ashland Avenue Bridge, Chicago River	245	28.4	—372
Canal Street Bridge, Chicago River	.....	430	1,519
Totals	136,683	703.4	3,147

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned During January, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Joliet Project.	Totals.
	Dredging, Docking, Etc.	Bridges.		
Chicago River, dredging, docking, etc.	$32,869 24	.....	.....	$ 32,869 24
Section 17	.....	.....	$ 804 10	804 10
Randolph Street Bridge, Chicago River	.....	$ 3,812 00	.....	3,812 00
Main Street Bridge, Chicago River	.....	25,654 44	.....	25,654 44
Ashland Avenue Bridge, Chicago River	.....	21,688 16	.....	21,688 16
Canal Street Bridge, Chicago River	.....	6,131 88	.....	6,131 88
Totals	$32,869 24	$57,286 48	$ 804 10	$ 90,959 82

REPORT IN REFERENCE TO THE PURCHASE OF PROPERTY ADJACENT TO THE CHICAGO RIVER FROM BENJAMIN F. M'CONNELL AND ELLA M. M'CONNELL.

Mr. Braden, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, February 26, 1902.

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

GENTLEMEN—The Committee on Finance reports that it has reached an agreement with Benjamin F. McConnell and Ella M. McConnell, his wife, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river.

Said property is described as follows: That part of Lots 6 and 7, Block 2, Edward McConnell's Subdivision of part of north fraction of the northwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, lying southeasterly of a line described as follows:

Beginning at a point in the dividing line between Lots 7 and 8, in said Block 2, 314.11 feet distant from the southeasterly line of Lumber Street, measured along said dividing line; running thence northeasterly to the point of intersection of the dividing line between Lots 5 and 6, in said Block 2, with the present (February 1, 1902,) north dock line of the South Branch of the Chicago River; containing 3,506.72 square feet, more or less; situated in the County of Cook and State of Illinois.

Your Committee has agreed on behalf of the District to pay for said property the sum of twenty-one hundred and four dollars and three cents, ($2,104.03); also to build a dock along the remaining portion of said property.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to the said Benjamin F. McConnell and Ella M. McConnell, his wife, the sum of $2,104.03, when they shall have executed and delivered to said Sanitary District of Chicago a good and sufficient warranty deed conveying to said District the above describe property, free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
JOS. C. BRADEN,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

(One enclosure.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Webb and Wenter—Six.

Nays—None.

REPORT TRANSMITTING FORM OF LEASE BETWEEN THE RECEIVERS OF THE SECURITY DEPOSIT COMPANY AND THE SANITARY DISTRICT.

Mr. Braden, member of the Committee on Finance, presented a report from the Committee, accompanied by a form of lease for the premises now occupied by the Sanitary District in the Security Building, being for a term of one year, from May 1, 1902, to April 30, 1903, at an annual rental of $5,740.00; the committee recommending that the same be executed by the President and Clerk in the form as presented.

The report is as follows:

CHICAGO, February 26, 1902.

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

GENTLEMEN—Your Committee on Finance herewith presents a form of lease for the premises now occupied by the Sanitary District of Chicago in the Security building, between C. T. B. Goodspeed and E. J. Skidmore, Receivers of the Security Deposit Company, a corporation of the City of Chicago, and the Sanitary District of Chicago for the term of one (1) year, commencing on the first day of May, A. D.

1902, and terminating on the 30th day of April, A. D. 1903, at the yearly rental of $5,740.00.

The committee advises that the lease has been examined by the Attorney and that the same has been found correct and, therefore, recommends that the President and Clerk of the District be authorized and directed, on behalf of the District, to execute said lease and to make payments as provided therein when the same shall have been executed by the said C. T. B. Goodspeed and E. J. Sidmore, Receivers of the Security Deposit Company.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Cloidt, Legner, Webb and Wenter—Six.

Nays—None.

The following is the form of lease with the Receivers of the Security Deposit Company:

This is to certify, That Charles T. B. Goodspeed and Edward J. Skidmore, receivers of the Security Building of the City of Chicago, County of Cook and State of Illinois, have demised and leased and do hereby demise and lease unto the Sanitary District of Chicago, State of Illinois, all of the eleventh floor and all of the tenth floor (except rooms 1001 and 1002) of the building known as the Security, together with the rooms 801 and 1209 in said building, situate on the southeast corner of Fifth Avenue and Madison Street, in the City of Chicago, State of Illinois, to be used and occupied by them as offices, and for no other purpose for the term of one year, to commence on the first day of May, 1902, and to terminate on the thirtieth day of April, 1903, at the yearly rental of five thousand seven hundred and forty ($5,740.00) dollars, payable in equal installments of four hundred and seventy-eight and thirty-three one-hundredths ($478.33) dollars monthly, in advance, at the office of the said first parties, on the first days of each and every month during and for the said term, to the duly authorized agent of the premises.

The said second party is hereby given an option until February 1st, 1903, to make a lease of said premises for a further term of one year from May 1st, 1903, at the same rental.

It is a condition of this lease, that the second party may at any time during said term surrender space to the extent of one-quarter of the whole of said space named herein, upon first giving said first party sixty days' notice in writing of said intention, and in such event said second party is to receive a pro-rata allowance for same.

All of said premises to be retinted, cleaned and put in first-class condition and repair by lessors. Said lessee shall not make any alterations therein or additions thereto, without written consent of the lessors first had and obtained, and that all additions, fixtures or improvements shall remain upon and be surrendered with the premises, as a part thereof, at the termination of this lease, except as follows, viz.:

Partition in Room 1110, railing in Room 1108, railing in Board room, all vault fittings in vaults on the tenth and eleventh floors, all coat and hat racks put up by the District.

All map racks put up by the Engineering Department on the tenth floor.

All push buttons, bells and wires used in buzzer system on the tenth and 11th floors.

It is further agreed, That all persoual property in the demised premises shall be at the risk of lessee only, and lessors shall not be liable for any damage to said personal property, to said premises or to said lessee, arising from bursting or leaking of water or steam pipes, or from any acts or neglect of co-tenants, or other occupants of the building, or any other persons, and that the rules and regulations in regard to said building, which are attached hereto and made part thereof, and hereby made part of this lease, shall, during the continuance of this agreement, be in all things observed and performed by the said lessee and its clerks and servants.

It is also agreed, That the lessee shall be furnished janitor service free of charge and during business hours, with heat and electric light from the apparatus for heating and lighting in the building, together with hot and cold water, all free of charge, and it is understood and agreed, that if, during the continuance of this agreement, the said premises shall be so injured by fire or other casualty as to be rendered untenantable, then, said rent to abate, and in case such injury shall not be repaired by the lessors within sixty days thereafter, it shall be optional with either party hereto to cancel this agree-

ment, and in case of any such cancellation, the rent shall be paid to the day of such fire.

Witness our hands and seals this first day of March, 1902.

CHARLES T. B. GOODSPEED, [SEAL.]
EDWARD J. SKIDMORE, [SEAL.]

This is to certify, That the Sanitary District of Chicago has hired and taken from Charles T. B. Goodspeed and Edward J. Skidmore, receivers, the rooms referred to in the foregoing instrument at the rent and upon the terms and conditions therein mentioned and set forth; and they hereby agree with said Charles T. B. Goodspeed and Edward J. Skidmore, Receivers, to make punctual payments of the said rent as provided in the said instrument, and to do, observe and perform in all things the conditions and agreements therein set forth to be observed and performed by them and that if default should be made by them in the payment of said rent or any part thereof, or in the performance of said conditions and agreements, or either of them, the said Charles T. B. Goodspeed and Edward J. Skidmore, Receivers, may reenter the said premises and remove all persons therefrom forcibly or otherwise; and they hereby expressly waive the service of any notice, in writing or otherwise, of intention to reenter prescribed by any statute whatever. The agent of the lessors shall have the right to enter said premises at all reasonable hours, to examine the same, or to make such repairs, additions or alterations as may be necessary for the safety, improvement and preservation thereof, or of said building, or to exhibit the said premises, and to put and keep upon the door or windows thereof a notice "For Rent" at any time within three months before the expiration of this lease.

Witness our hands and seals this..... day of.....1902.

By THOMAS A. SMYTH, [SEAL.]
Its President.

Attest:

A. R. PORTER,
Its Clerk.

REPORT TRANSMITTING FORM OF LEASE WITH FRANK BORKOWSKI FOR CERTAIN ACREAGE LAND.

Mr. Braden, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, February 26, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports 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 are to be used for farming and grazing purposes by Frank Borkowski, of Lemont, Cook County, Illinois, at an annual rental of seventy dollars ($70.00) payable in advance.

Said land is described as follows: A strip of land containing twenty acres, more or less, in Sections fifteen and sixteen, Township thirty-seven North, Range eleven, East of the Third Principal Meridian; otherwise described as a strip of land lying between a line one hundred and fifty feet distant from, measured at right angles in a southerly direction and parallel to the south bank of the new diversion of the Des Plaines River and a line two hundred 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 "6" of said Sanitary District.

That said lease is for the term of one (1) year and 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 party as above set forth, the said party having executed the same and having complied with the terms and conditions thereof which were deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,
Z. R. CARTER,
Chairman.
WM. H. BAKER,
JOS. C. BRADEN,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(The report being accompanied by form of lease in duplicate, the terms of which are identical with those of the lease to Frank Borkowski, as printed on page 7104 of the proceedings of March 20, 1901, except that part pertaining to dates.)

Mr. Braden, seconded by Mr. Baker,

moved that the report be adopted and the recommendations contained therein contained therein concurred in.

The motion prevailed unanimously, and it was so ordered.

APPROVAL OF BOND OF THE LYDON & DREWS COMPANY ON CONTRACT FOR DREDGING THE MAIN CHICAGO RIVER AND THE SOUTH BRANCH OF THE CHICAGO RIVER, ETC.

Mr. Braden, member of the Committee on Finance, presented a report from the committee, recommending that the bond of Lydon & Drews Company, on its contract 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 same being in the sum of thirty thousands ($30,000.00) dollars, with the City Trust, Safe Deposit and Surety Company of Philadelphia, as surety, be approved.

The report is as follows:

CHICAGO, February 26, 1902.

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

GENTLEMEN—The Committee on Finance begs leave to report that it has examined the bond given by Lydon & Drews Company for the dredging of 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; said bond being in the sum of thirty thousand ($30,000.00) dollars, with the City Trust, Safe Deposit & Surety Company of Philadelphia, as surety.

Your Committee finds said bond to be executed in proper form and hereby approves the surety on said bond and recommends that the same be approved by your Honorable Body.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN.
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

(The report being accompanied by the contract and bond in duplicate.)

Mr. Baker, 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 contract with the Lydon & Drews Company, mentioned above:

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 twenty-fourth day of February, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and Lydon & Drews Co., a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, in 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 in mid channel to a depth not less than twenty-six (26) feet below the profile of water surface shown when Lake Michigan is at the level of Chicago datum, depth at dock lines to be sixteen (16) feet 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.

Measurement of Excavation.

2. 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 some 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.

Disposition of Material.

3. 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.

TIMBER 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 material 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 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 at which cap is to be put on) and capped with one course of white or burr oak, at least twelve by twelve (12x12) 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-quarters (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 by twelve (4x12) inches white oak filler, overlapping the splices in the cap, making the cap practically twelve by sixteen (12x16) inches white oak. There will be four ten by three-eighths (10x⅜) inches boat spikes, two on each sides 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.

Back Logs.

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 by twelve (10x12) inches Norway pine or twelve by twelve (12x12) 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. Sound oak piles which have been removed from old docks may also be used for this purpose.

Stringers or Trimmers.

9. Stringers or trimmers, to support the dock sheeting, shall be three (3) in number. One stringer four by twelve (4x12 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 end of plank. One six by twelve (6x12) inch pine shall be placed two (2) feet below Chicago City datum, and one eight by twelve (8x12) inches pine shall be placed twelve (12) feet below Chicago City datum as mud sill.

Triple Lap Sheet Sheeting.

10. 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 by three-eighths (10x⅜) inches 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 (3) inches in depth, shall be driven in close contact with each other and with the stringers or trimmers. To draw the Wakefield sheeting 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 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.

Tie Rods.

11. Tie rods, generally 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.

Wales.

12. A white or burr oak wale twelve by twelve (12x12) 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 length 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.

Timber.

15. All timber and plank used shall be of best quality, sound and merchantable, and free from all defects that would make it unfit for first-class dock work.

Iron.

16. All wrought iron shall be of the best double refined American bar iron, tensile strength not less than forty-eight thousand (48,000) pounds per square inch, capable of bending cold to a right angle around rod of its own diameter without flaw.

Drift Bolts and Rods.

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.

Piles.

18. 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 behind back log if necessary for this purpose. Fair bearings shall be provided wherever 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.

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CONCRETE DOCKS.

1. Wherever the Sanitary District shall elect and determine to build concrete dock the same shall be constructed in accordance with the following specifications:

Foundations.

2. Foundations may be of piles, timber grillage, or where the subsoil is of such a character as to afford a safe foundation without the use of either piles or grillage the concrete may rest directly upon it, as shall be decided upon by the Chief Engineer.

Dimensions.

3. The characteristic cross-section of this dock shall be not less than six (6) feet wide on top, holding that width for a depth of twelve (12) feet, after which the width shall increase by offsets in the back one (1) foot for each two (2) feet in depth, the total depth to be determined by the Engineer to meet the requirements of foundation and other concurrent conditions. The minimum yardage per lineal front foot shall be seven and one-half (7½) cubic yards. These walls shall not be continuous, but must have joints at intervals of thirty (30) feet.

QUALITY OF MATERIAL.

Piles.

4. All foundation piles supporting masonry shall be Norway pine, black or mixed oak, and all others must be of white or burr oak. They must be sound and straight, not less than fourteen (14) inches at the butt nor less than nine (9) inches at the small end, and of uniform taper. Piles for the dock are to be of such length that they may be driven, if possible, to rest upon the rock.

Timber.

5. All timbers used in docks, anchors, sheeting, wales, fenders, etc., must be white or burr oak, sound, straight and free from any defects which might impair its strength or durability, and be of such variety and dimensions as thereinafter specified or shown on drawings.

Broken Stone.

6. All broken stone for concrete shall be as nearly as possible cubical in shape, free from dirt or other foreign substances, and must also be free from flat chips or dust. Stones shall not be larger than one and one-half (1½) inches in any direction, and in quality subject to the approval of the Engineer.

Cement.

7. The best Portland cement shall be used in this work, brand and quality to be subject to the approval of the Engineer. The weight per cubic foot of Portland cement shall not be less than one hundred (100) pounds. The development of tensile strength for Portland cement shall not be less than four hundred (400) pounds per square inch, after being exposed one day in air and six days in water, and shall stand such other test as the Chief Engineer may direct. All lumpy, dirty or damaged cement shall be rejected; also damaged or short weight packages.

Sand.

8. The sand shall be coarse, sharp and clean, free from all clay, loam or gravel, and of a quality approved by the Engineer.

Concrete.

9. All concrete used shall consist of one (1) part Portland cement, two and one half (2½) parts sand and five (5) parts screened broken stone, bulk measurement, excepting that cement shall be taken by weight at one hundred (100) pounds to the cubic foot. The mass shall be turned over by a mechanical mixer often enough to insure perfect incorporation of the materials with each other. If the Engineer will permit, the mixing of the concrete with screened broken stone may be done by hand on suitable platforms. The cement and sand shall first be thoroughly mixed dry, after which the stone, properly moistened, shall be added, with sufficient clean water to make the whole mass, when thoroughly mixed, a tenacious and quaking mixture without surplus of water. The concrete shall be immediately deposited in the work in layers not over six (6) inches thick, each layer to be thoroughly and compactly tamped until the whole mass is perfectly solid and free mortar appears on the surface. No re-tempering shall be allowed. All loose stone and foreign material lying on the old concrete must be removed before laying any new concrete thereon, and whenever directed by the Engineer a layer of mortar shall be spread to receive the layer of concrete. All dead concrete must be removed from the work. All anchor bolts must be solidly set in mortar of the quality specified. The placing of anchors and other metal work which must be bedded in the concrete is to be covered in the price bid for concrete masonry.

Mortar.

10. All mortar used shall be of the cement and sand hereinbefore specified. These ingredients shall be thoroughly mixed dry in proportion of one part cement and two parts sand, when sufficient clean water shall be added to make a paste of the proper consistency, and must be used at once. No mortar shall be used that has set or become stiff, nor shall any retempering be permitted.

Finish.

11. The river face and the top of the concrete shall be smoothly finished off without voids, visible stone or pebbles. The price bid per cubic yard for concrete must apply to all of the conditions under which the work must be done.

Wales.

12. There shall be two wales twelve by twelve (12x12) inches of white or burr oak securely bolted to the river face of the dock; the top wale to be just below the low water flow line and the second wale to be placed parallel to the top wale and three feet lower down, as directed by the Engineer. Wales to be secured in place by one (1) inch bolts not less than four (4) feet long, bedded into the masonry at intervals of not exceeding four (4) feet. Where wales abut or join, a bolt must be used in the end of each abutting timber. Cup washers are to be used, and neither nuts nor bolt ends shall project beyond the faces of the wales.

Excavation and Coffer Dams.

13. Where conditions admit of it and it shall be deemed advisable by the Engineer, the excavation for the dock may be made by dredging; piles may then be driven and sawed off at the height fixed for the base of the dock, after which sheet pile cofferdams may be driven and the concrete construction be carried on within them. To meet this condition

bidders must name a price per lineal foot of the length of the cofferdam (not the aggregate length of the sides), including all bracing necessary for its safe and stable construction, and must assume all responsibility for its strength, tightness and sufficiency. The limit of depth of foundations for this sort of construction to be twenty feet below datum.

Where suitable foundations can be secured without driving piles and conditions admit of dry excavation, the contractor shall name a price per cubic yard for such excavation, which price shall cover the cost of sustaining the sides of the excavation during the time that the concrete wall is in process of erection.

Where conditions do not admit of dredging the material to be removed and where the excavation to be done must be within cofferdam protection, the contractor must name a price per cubic yard for the excavation, and must name a price per lineal foot of cofferdam (not the aggregate length of the sides), including all necessary bracing, for its safe and stable construction, and must assume all responsibility for its strength, water tightness and sufficiency. The limit of depth for foundations prepared under these conditions will be thirty-two (32) feet below datum.

The price named for cofferdams must cover their removal as well as their erection.

The price named for excavation must cover filling and leveling off back of the dock and the entire disposition of the material excavated. Such part of this material as cannot be used for filling back of the dock shall be removed entirely from the site of the work and disposed of at the cost of the contractor. No excavated material shall be deposited in the Chicago River or in any navigable waters of the United States.

The work will not be accepted as complete until all the back filling is placed and leveled off and the cofferdams and all rubbish and debris removed.

Pumping.

14. In every case the prices named for cofferdams and excavation for foundation must cover and include the cost of pumping water from the cofferdams and pits and keeping them dry during the progress of the work.

F—

Extra Work.

1. 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.

Responsibility of Contractor.

2. 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 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 occa-

sioned 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 sub-let all or any part of it; it being distinctly understood and agreed that the sub-letting 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 provisions.

Changes in Plans.

3. 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 damage 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.

Tools.

4. 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.

Order of Work.

5. The contractor shall adopt such proceedure 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 as shall be directed by the Engineer.

Precautions.

6. 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. In all cases the contractor shall take measures to protect vessels navigating the river from any and all obstructions to navigation arising or growing out of the work covered by this contract, and shall display such lights or other danger signals as may be reasonably necessary for guiding or warning vessels.

Workmen.

7. 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,

Patents.

8. 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 infringment 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.

Damages.

9. If any damage shall be done by the contractor, or by any person or persons in his employ, 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 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 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.

Sanitary District Law.

10. 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 paper and complete his citizenship, such failure shall be *prima facie* evidence that his declaration of intention was not made in good faith. And that eight (8) hours shall constitute a days work."

Period Covered by Contract.

11. 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, 1902, lying in or contiguous to the South Branch of the Chicago River south of Lake Street, and at said date of December 31, 1902, 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 work upon the order of the said District, then the said contractor shall be allowed a reasonable time in which to finish the said piece 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.

Time.

12. The contractor agrees to begin any work ordered by the Engineer within fifteen (15) days of the date of such order, weather permitting.

Prices.

13. In consideration of said work being carried on and completed in time and manner as herein specified, the said party of the first part agrees to pay 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 specification.

(*a*) Price per cubic yard, measured in excavation, of material excavated and deposite upon areas provided by the contractor, twenty-five and one-half cents (.25½).

(*b*) Price per cubic yard, measured in excavation, of material excavated and deposited in the Lake Front Park area, thirty-two and one-half cents (.32½).

(*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 one-half dollars ($1.50).

(*e*) Price per lineal foot of completed pile dock as specified, twenty-four and seventy-five hundredths dollars ($24.75).

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 properly driven, sawed off and secured in the work at twenty-five cents (25c.) per lineal foot.

(*g*) Will furnish hard wood piles properly driven and secured in the work, at twenty cents (20c.) per lineal foot.

(*h*) Will furnish triple lap sheet piling properly framed, driven and secured in the work. at fifty-two dollars ($52.00) per M. feet B. M.

(*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-five dollars ($45.00) per M. feet B. M.

(*k*) Will furnish pine timber (back logs 10x12-inch., secured in the work, at thirty-eight dollars ($38.60) per M. feet B. M.

(*l*) Will furnish pine stringers, or trimmers, secured in the work, at thirty-six dollars ($36.00) per M. feet B. M.

(*m*) Will furnish hemlock timber (back logs) 12x12-inch., secured in the work at thirty-one dollars ($31.00) per M. feet B M.

(*n*) Will furnish anchor rods with nuts and washers, secured in work, at six and five-eights cents (6⅝c) per pound.

(*o*) Will furnish screw bolts (contingent) including nuts and washers, secured in the work, at five and one-half cents (5½c) 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.

I. For concrete per cubic yard in place, as per specifications, at six dollars ($6 00).

II. For white or burr oak wales in place, 12 in. x 12 in., per 1000 feet B. M., price to include anchor bolts, forty-eight dollars ($48.00).

III. For piles delivered at site of work per lineal foot seventeen cents (17c).

IV. For piles furnished, driven and cut off ready to receive concrete dock, per lineal foot of piles driven, twenty-two cents (22c).

V. For foundation excavation by dredging, per cubic yard measured in place, thirty cents (30c).

VI. For foundation excavation, dry without side protection, per cubic yard measured in place, five dollars and fifteen cents ($5.15).

VII. For foundation excavation, protected by cofferdam, per cubic yard, two dollars ($2.00).

VIII. For cofferdam, per lineal foot, used in connection with pile foundations, forty-five dollars ($45.00).

IX. For cofferdam, per lineal foot for foundations carried to—32, sixty dollars ($60.00).

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 the 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.

Failure to Complete.

14. 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 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 money

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.

Payment of Laborers.

15. 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 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.

Final Payment.

16. 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.

Health Regulations.

17. 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.

Contractor's Bond.

18. The contractor shall furnish a bond in the sum of thirty thousand ($30,000) dollars, with good and sufficient surities, 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 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.

THE SANITARY DISTRICT OF CHICAGO,
By THOMAS A. SMYTH,
President.

Attest:
A. R. PORTER,
[SEAL] *Clerk.*

LYDON & DREWS CO.
WM. A. LYDON,
President.

HARRY C. LYDON, [SEAL]
Secretary.

ORDER FOR THE PAYMENT OF FEBRUARY SALARY TO THE WIDOW OF THOMAS HAYDEN, DECEASED.

Mr. Braden presented the following order:

"WHEREAS, Thomas Hayden, a faithful nd efficient employe of the Engineering Department, died on the 4th inst., therefore be it,

ORDERED, by the Board of Trustees, that the sum of one hundred and thirteen dollars and seventy-five cents, ($113.75), same being the salary of the said Thomas Hayden for the month of February, 1902, be paid the wife of the deceased."

Mr. Baker, seconded by Mr. Braden, moved the adoption of the order.

The roll being called, the order was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Webb and Wenter—Six.

Nays—None.

COMMUNICATION REQUESTING A HEARING ON THE CLAIM OF A. AND P. ROBERTS COMPANY.

The Clerk presented a communication from Winston, Babcock, Strawn and Shaw, attorneys for A. and P. Roberts Company of Pennsylvania, requesting that they be granted a hearing before the Board, or its committee, in reference to the claim of said company against the District.

Mr. Wenter, seconded by Mr. Webb, moved that the claim of A. and P. Roberts Company, of Pennsylvania, against the District, be ordered paid.

Mr. Baker, seconded by Mr. Legner, moved as a substitute, that the communication be referred to the Committee on Engineering, and the request for a hearing in the matter be granted; and, further, that the Clerk be instructed to notify the attorneys for said company to appear before the Committee at its meeting to be held Monday, March 3, 1902, at 2 o'clock P. M.

The substitute motion prevailed, and it was so ordered.

COMMUNICATION FROM JOY MORTON CLAIMING DAMAGES TO LAND.

The Clerk presented a communication from Joy Morton, informing the Board that the taking of a certain piece of land by the District, lying west of the river between Randolph and Lake Streets, and the construction of a bascule bridge crossing the Chicago River at Randolph Street, would damage the property adjacent thereto, and owned by Mr. Morton, to the extent of $75,000 00.

Mr. Baker, seconded by Mr. Wenter, moved that the communication be referred to the Committee on Judiciary.

The motion prevailed unanimously, and it was so ordered.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF FEBRUARY, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartman, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahon, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Labey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
Thos. Hayden, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
H. L. Evans, Rodman	93 75
Wm. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75

J. C. Tatge, Inspector	$ 100 00
W. C. Olson, Inspector	100 00
M. S. Kisselberg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
Jos. A. White, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
M. H. Maher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Kellar, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer, 16 days	80 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Ellen Hubbard, Stenographer	85 00
B. J. Trickler, Carpenter	75 00
	$7,815 83

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
	$2,591 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Haneyczewski, Patrolman	83 33
James A. Wagner, Patrolman	83 33
James Rott, Patrolman	$ 83 33
Frank Corado, Patrolman	41 66
Henry Hart	41 67
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daley, Patrolman	83 33
James A. Langor, Patrolman	83 33
John Fitzsimons, Patrolman	83 33
Charles Worth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,733 28

STREAMS EXAMINATION—GENERAL ACCOUNT.

Chicago, Ill.

John R. Neely, Statistician	$ 100 00
J. C. Alford, Assistant Statistician	50 00
	$ 150 00

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Baker, the Board adjourned.

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 5, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 5, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Cloidt and Jones—Two.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Baker, the minutes of the regular meeting, held February 26, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Isham Randolph, Chief Engineer (account water power development, Controlling Works)	$ 128 42	
Lydon & Drews Company (State Street Bridge, February 28, 1902)	2,100 00	
		$ 2,228 42

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer (expense)	$ 78 75

LAW DEPARTMENT.

George Adams (witness fee, Ray vs. Sanitary District)	$ 10 00	
Carl Blaesing (witness fee, Ray vs. Sanitary District)	5 00	
Royal E. Bronson (witness fee, Ray vs. Sanitary District)	5 00	
William Found (witness fee, Ray vs. Sanitary District)	5 00	
A. B. Graves (witness fee, Ray vs. Sanitary District)	5 00	
Samuel Hassert (witness fee, Ray vs. Sanitary District)	5 00	
Albert Hassert (witness fee, Ray vs. Sanitary District)	5 00	
Reuben W. Kilmer (witness fee, Ray vs. Sanitary District)	10 00	
A. C. Schrader (witness fee, Ray vs. Sanitary District)	25 00	
John Shambacker (witness fee, Ray vs. Sanitary District)	10 00	
Frank Sprague (witness fee, Ray vs. Sanitary District)	10 00	
George Sperry (witness fee, Ray vs. Sanitary District)	5 00	
E. J. Young (witness fee, Ray vs. Sanitary District)	20 00	
Chas. J. Young (witness fee, Ray vs. Sanitary District)	20 00	
A. A. Bourbeau (witness fee, McMahon & Montgomery Company vs. Sanitary District)	20 00	
T. R. Hanley (witness fee, McMahon & Montgomery Company vs. Sanitary District)	25 00	
G. A. M. Liljencrantz (witness fee, McMahon & Montgomery Company vs. Sanitary District)	50 00	
Henry Wahl (witness fee, McMahon & Montgomery Company vs. Sanitary District)	20 00	
William Kramer (professional services, Ray vs. Sanitary District)	26 06	
Minnie M. Meyer (transcript of evidence, James Davidson vs. Sanitary District)	6 75	
Yack & Co. (board for witnesses, Ray vs. Sanitary District)	9 65	
		$ 297 46

GENERAL ACCOUNT.

The Chicago Federationist (advertising)	$ 12 50
Grand total	$ 2,417 13

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

PRESENTATION OF BID FOR PUMPING ENGINES FOR THE THIRTY NINTH STREET PUMPING STATION.

The President announced that, in conformity with the advertisement inviting proposals for designing, constructing and erecting pumping engines at pumping station at Thirty-ninth Street and Lake Michigan, being the intake of the Thirty-ninth Street conduit, in the City of Chicago, duly published, giving sixty days' notice as required by the Sanitary District Act, the Board would now proceed to open the bids received by the Clerk in response to said advertisement.

The Clerk stated that but one bid had been received, being from the Allis-Chalmers Company, of Milwaukee and Chicago, which is as follows:

"For the pumping plant complete, the sum of one hundred and thirty-three thousand ($133,000.00) dollars.

"For each engine in combination with its pump six hundred and sixty-seven cubic feet per second, ninety-five million foot-pounds per thousand pounds of dry steam."

The bid of said Allis-Chalmers Company being accompanied by seven pages of detailed specifications, and a certified check in the sum of ten thousand ($10,000.00) dollars.

At the conclusion of the reading of the

bid, Mr. Baker, seconded by Mr. Webb, moved that the same be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented a report, showing the number of persons employed by the Sanitary District during the month ending February 28, 1902, which, by unanimous consent, was ordered printed and placed on file:

The following is the report:

CHICAGO, March 4, 1902.

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, 1902, as the same have been reported to me:

Engineering Department	59
Clerical Department	4
Law Department	10
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	101

Respectfully submitted,

A. R. PORTER,
Clerk.

(Three enclosures.)

COMMUNICATION FROM THE CLERK IN REFERENCE TO RECEIPT OF CHECK FOR SALE OF SECOND HAND LUMBER.

The Clerk presented a communication, informing the Board that he had received a check for $659.25 from Chief Engineer Randolph, being the proceeds of a sale of certain second-hand lumber, purchased from the District by Page & Shnable.

Mr. Baker, seconded by Mr. Carter, moved that the communication be referred to the Finance Committee.

The motion prevailed unanimously, and it was so ordered.

ANNUAL PROPERTY RETURN OF THE ENGINEERING DEPARTMENT.

The Clerk presented the following communication from Chief Engineer Isham Randolph, transmitting the annual property return of the Engineering Department for the year ending December 31, 1901, which by unanimous consent was ordered printed and placed on file:

CHICAGO, March 5, 1902.

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 year ending December 31, 1901.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Property Return for the Year Ending December 31, 1901.

	Amount.
Anchors, boat	1
Anvils	1
Augers, all kinds	7
Axes, all kinds	30
Bags, empty cement	900
Bags, tool	1
Barrows, wheel	23
Bars, claw	6
Bars, crow	5
Bars, jack	3
Basins, wash	3
Baskets, letter	11
Baskets, waste	37
Baths, blotter	4
Bellows, pairs	1
Belting, rubber, lots	1
Benches, work	2
Blocks, pulley, all kinds	9
Boards, gauge	16
Boats, naptha launches	2
Boats, row	7
Boats, sail	1
Boilers, steam, tubular	3
Boilers, steam, upright	2
Boilers, wash	1
Bolts, lot	1
Book, calculation	1
Boots, rubber	17
Boxes, document	12
Boxes, ice	1
Boxes, tin, cash	7
Boxes, tin, letter	1
Boxes, tool	3
Brace and bits	1
Brackets, oak, for telephone line	100
Brooms, all kinds	8
Brushes, all kinds	10
Buoys, life	1
Cable	1

Calipers..... 2
Cans, ash..... 4
Cans, oil..... 13
Canteens..... 4
Cases, book..... 4
Cases, cement..... 29
Cases, drawing..... 9
Cases, filing..... 8
Cases, map..... 11
Cases, rod..... 3
Cases, portable stationery..... 6
Cases, type..... 2
Cases, typewriter cabinet..... 1
Cement bags, empty..... 200
Chains, common, feet..... 20
Chains, surveyors'..... 4
Chairs, all kinds..... 100
Chisels, all kinds..... 22
Clamps, lineman's..... 3
Clinometers..... 1
Clips, paper..... 15
Clocks..... 4
Compasses, beam..... 2
Coats, rubber..... 4
Cups, sponge..... 10
Curves, irregular and railroad..... 8
Cuspidors..... 39
Cutters, glass..... 1
Cutters, pipe..... 1
Deadmen for telephone work..... 1
Derricks, stiff-legged..... 3
Desks, roll top..... 14
Desks, all other kinds..... 24
Diggers, post hole..... 1
Dippers..... 2
Dividers..... 1
Drills, all kinds..... 25
Drivers, screw..... 5
Dusters, feather..... 4
Dynamos for blasting..... 1
Engines, steam, Atlas..... 1
Engines, steam, Russell compound..... 1
Engines, steam, Stanwood & Houston..... 2
Erasers, steel..... 17
Files, all kinds..... 113
Files, steel..... 12
Filters, oil..... 1
Fittings, vault and storeroom, lots..... 1
Flags..... 1
Flies, tent canvas..... 1
Floats, all kinds, lots..... 1
Forges..... 1
Forks, raising, for telephone poles..... 3
Funnels..... 5
Gauges, steam..... 1
Gauges, vacuum..... 1
Girders, bridge, 80 feet..... 3
Glasses, drinking..... 16
Glasses, field, pairs..... 4
Glasses, reading..... 1
Gloves, rubber, pairs..... 11
Graduates, metric..... 2
Hammers, all kinds..... 16
Hatchets, all kinds..... 4
Hoes..... 1
Hooks, brush..... 4
Hooks, carrying..... 4
Hooks, lifting..... 4
Horses, saw..... 2
Hose, rubber, lots..... 1
Injectors..... 2
Ink slabs..... 3
Ink stands, all kinds..... 43
Irons, branding..... 1
Jacks, lifting..... 7
Knives, all kinds..... 6
Ladders..... 3
Ladles, metal..... 2
Lamps, all kinds..... 17
Lanterns, all kinds..... 19
Leads, sounding..... 5
Levels, carpenters'..... 1
Levels, engineers' B. & B. 1479..... 1
Levels, engineers' B. & B. 1480..... 1
Levels, engineers' B. & B. 1735..... 1
Levels, engineers' B. & B. 1831..... 1
Levels, engineers' B. & B. 1834..... 1
Levels, engineers' B. & B. 1835..... 1
Levels, engineers' B. & B. 1837..... 1
Levels, engineers' B. & B. 1841..... 1
Levels, engineers' H. & S. 370..... 1
Levels, engineers' H. & S. 381..... 1
Levels, engineers' H. & S. 382..... 1
Levels, engineers' H. & S. 449..... 1
Levels, engineers' Y. & S. 6363..... 1
Levels, engineers' precise..... 1
Levels, pocket..... 1
Locks, oar..... 7
Locks, pad..... 4
Lubricators, all kinds..... 6
Machines, calculating..... 2
Machines, cement testing..... 3
Machines, hole punching..... 2
Machines, milkshaking, for cement testing..... 3
Machines, paper-fastening..... 5
Machines, typewriting..... 2
Mallets..... 1
Maps, lots..... 1
Mats, door..... 4
Mattocks..... 5
Measurer, sets..... 1
Mirrors..... 1
Molds, cement..... 285
Oars, pairs..... 10
Oil cloths..... 1
Overalls, pairs..... 1
Paddocks..... 5
Pads, desk..... 2
Pads, rubber stamp..... 5
Pails, all kinds..... 10
Pans, dust..... 2
Pans, for cement testing..... 69
Pantographs..... 1
Patterns and models, lots..... 1
Pens, railroad and contour..... 3
Photographer's outfit..... 1
Pins, tally, sets..... 5

Pipe, all kinds, lots	1
Planes, carpenter's	1
Planimeters	1
Pliers, pairs	4
Plumbbobs	13
Poles, pike	3
Poles, telephone, lots	1
Presses, letter copy and stands	9
Protractors, steel	2
Pullers, spike	1
Pumps, feed	2
Pumps, hand	1
Pumps, hydraulic pressure	1
Pumps, steam centrifugal	2
Pumps, steam, Knowles	1
Pumps, steam rotary	1
Punches, steel	1
Racks, clothes	1
Racks, maps	2
Rails, steel	80
Rakes	1
Ratchets	1
Reels	5
Rods, level	20
Rods, sounding	3
Rods, stadia	4
Rods, transit	21
Rollers, printing, ink	2
Rollers, towel	2
Rope, lots	1
Rulers, desk	21
Rulers, straight edges, all kinds	20
Safes, iron	4
Saucers, color, sets	1
Saws, all kinds	11
Scales, engineers', all kinds	57
Scales, sand testing	2
Scales, weighing, all kinds	6
Scoops, tin	6
Scows	6
Screens and sieves	13
Screws, iron bench	1
Scythes and snaths	1
Sextants	1
Shades, window	7
Shears, pairs	16
Shelving, lots	1
Shovels, all kinds	25
Slabs, marble	3
Smokestacks, feet	100
Spikes, machine	1
Sponges, large	2
Spoons, lineman's	8
Springs, bed	1
Squares, carpenters'	3
Squares, machinists'	1
Squares, T	14
Stamps, rubber	23
Stamps, metal	5
Stencils, sets	3
Stocks and dies	2
Stone, crushed granite, cubic yards	60
Stones, grind	3
Stones, oil	2
Stools	24
Stoves, all kinds	13
Switches, railroad	7
Switch points, steel	9
Tables, drafting	21
Tables, all other kinds	19
Tampers, concrete	2
Tampers, linemen's	2
Tanks, oil	2
Tanks, water, with pumps	3
Tapes, all kinds	33
Taps, pipe	1
Thermometers	4
Timers, float	6
Torches	15
Towels, roller	12
Transits, B. & B. No. 1525	1
Transits, B. & B. No. 1526	1
Transits, B. & B. No. 1902	1
Transits, B. & B. No. 2097	1
Transits, H. & S. No. 329	1
Transits, H. & S. No. 376	1
Transits, H. & S. No. 459	1
Transits, H. & S. No. 465	1
Transits, H. & S. No. 470	1
Transits, Y. & S. No. 6385	1
Transits, Y. & S. No. 6386	1
Triangles, all kinds	6
Trivets	1
Trowels	8
Trucks	3
Type, lots	1
Umbrellas, canvas	1
Vats	1
Vises	2
Water coolers	2
Weights, paper	125
Weights, spline	14
Winches	1
Wire, lots	1
Wrenches, all kinds	34

REPORT RECOMMENDING THE EMPLOYMENT OF G. H. BENZENBERG AS EXPERT ADVISER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO, March 5, 1902.

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

GENTLEMEN—The Committee on Engineering herewith recommends that the Chief Engineer be authorized to employ Mr. G. H. Benzenberg as expert adviser to consult with him and examine the plans accompanying bids for the construction and installation of the machinery and

pumping plant at the east end of the Thirty-ninth Street conduit.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

WM. H. BAKER,
Z R. CARTER,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

On motion of Mr. Braden, seconded by Mr. Legner, the report was adopted and the recommendations contained therein concurred in.

Yeas — Messrs. Baker, Braden, Carter, Legner, Smyth and Wenter—Six.

Nays—None.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR WORK ON BUILDINGS AT BEAR-TRAP DAM.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, transmitting the final certificate of the Chief Engineer as to the completion of the contract with John A. Larson, for work on buildings at Bear-Trap Dam, Lockport.

The report is as follows:

CHICAGO, March 5, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the final certificate of the Chief Engineer in favor of John A. Larson for work done on buildings at Bear Trap Dam, Controlling Works, Section 15, as per contracts dated September 12, 1900, and June 27, 1901, and other work additional thereto, reports that the Committee has examined said certificate and considered the subject matter thereof and recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, the sum of $510.59 to said John A. Larson, the amount found to be due in said Chief Engineer's certificate aforesaid, when said Larson shall have executed on his part a receipt and release in favor of the District discharging it from all further claims and demands of whatsoever kind or nature arising from or growing out of the contracts aforesaid.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

WM. H. BAKER,
Z. R. CARTER,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

On motion of Mr. Braden, seconded by Mr. Legner, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth and Wenter—Six.

Nays—None.

FINAL CERTIFICATE OF THE CHIEF ENGINEER ON COMPLETION OF CONTRACT FOR BUILDINGS AT BEAR TRAP DAM.

CHICAGO, Feb. 26, 1902.

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

GENTLEMEN—I hereby certify that John A. Larson has completed all of the work covered by a contract dated September 12, 1900, and work additional thereto, authorized by your Honorable Board and ordered by the Chief Engineer under date of October 11, 1900 (see page 157 of letter book), together with sundry minor items ordered by the Chief Engineer during the progress of the work, all in accordance with the contract and orders hereinbefore recited and to the satisfaction of the Chief Engineer.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The statement of work covered by this certificate is as follows:

Lump sum for contract dated Sept. 12, 1900	$10,292 00
Lump sum for contract dated Oct. 11, 1900	1,762 00
Lump sum for contract dated June 27, 1901	422 00
Repairs to roof (bill attached to report of Committee on Engineering to Board on January 30, 1902)	43 50
Construction of iron railing around counter weight pits, etc., vouchered on estimate No. 4	170 00

Nov. 23, 1900, steel beams, bolts and plates and freight and labor setting same, account supporting the office floor and roof of building over the Bear Trap Dam.....	94 10
Jan. 17, 1901, Extra lumber, window glass and labor.....	52 20
March 22, 1901, Loss of time caused by blasting out for water power plant, repairing damage done by blasting, cleaning and pointing up facing on south building and machine shop as per settlement.....	180 00
Oct. 1, 1901, painting two pairs of outside double doors and furnishing and putting in one new door, etc., in front of hand wheel in plaster partition of north shelter house, with 15 per cent.....	16 10
	$13,031 90
Less amount paid on previous estimates.....	12,521 31
Amount due and unpaid.....	$ 510 59

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

REPORT AND AGREEMENT IN REFERENCE TO SUBMITTING TO ARBITRATION THE CLAIMS OF GAHAN & BYRNE AGAINST THE SANITARY DISTRICT.

Mr. Legner, Chairman of the Committee on Judiciary, presented a report from the Committee, accompanied by the articles of agreement under which an arbitration is to be made for the settlement of the claims of Gahan & Byrne against the Sanitary District, and recommending that said agreement be executed by the President and Clerk; and further reporting that the Chief Engineer had selected Mr. Onward Bates as the arbitrator for the District, and that such selection be approved by the Board.

The report is as follows:

CHICAGO, March 5, 1902.

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

GENTLEMEN—The Committee on Judiciary, to which was referred the communication from Gahan & Byrne in regard to the arbitration of their claims against the District, arising out of their contract for Section 18, and waiving any and all claims arising out of their other contracts, herewith recommends that the said claims be submitted to an arbitration committee of three (3) competent engineers, one (1) to be selected by the District, one to be selected by Gahan & Byrne and the two so chosen to select a third; said engineers to be disinterested in the subject matter; and that both parties thereto be bound by the decision of said arbitrators. Also, that the costs of said arbitration be equally divided between the Sanitary District and Gahan & Byrne.

The committee herewith presents the articles of agreement under which said arbitration is to be made and recommends that the President and Clerk of the District be authorized and directed to properly execute the same.

And the committee further reports that the Chief Engineer has selected Mr. Onward Bates as the arbitrator for the District, and recommends that his action be approved.

And the committee further reports that this agreement of arbitration shall not be accepted by the District as a precedent for future adjustment of claims now pending against the said Sanitary District.

Respectfully submitted,

WM. LEGNER,
Chairman.
Z. R. CARTER
WM. H. BAKER,
JOS C. BRADEN,
FRANK WENTER,
THOMAS A SMYTH,
Committee on Judiciary

(One enclosure.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

The following are the articles of agreement referred to in the report of the Committee on Judiciary:

This Agreement, made and entered into by and between the Sanitary District of Chicago, a municipal corporation, party of the first part, and Thomas Gahan and Thomas Byrne, partners doing business under the name of

Gahan & Byrne, of the City of Chicago, County of Cook and State of Illinois, parties of the second part, *Witnesseth*:

WHEREAS, The parties of the second part heretofore entered into a contract with the party of the first part for the construction and performance of the work upon what is known as Contract Section 18 of the said party of the first part; and

WHEREAS, The said parties of the second part have heretofore fully completed said work on said Section 18; and

WHEREAS, Differences have arisen between the said party of the first part and the said parties of the second part relative to the amount of work done and performed upon said section and the compensation therefor, said differences being embraced in the following claims presented by the said parties of the second part to the said party of the first part, to-wit:

Claim No. 1	$ 1,809 36
Claim No. 2	140 00
Claim No. 3	3,379 00
Claim No. 4	1,330 00
Claim No. 5	1,333 00
Claim No. 6	1,512 50
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
Making a total of	$29,045 61

AND WHEREAS, The said party of the first part insists that it is not indebted to the parties of the second part in any sum in excess of $1.159.02, embracing the following claims, to-wit:

Claim No. 2	$ 140 00
Claim No. 4	116 48
Claim No. 5	250 00
Claim No 6	240 79
Claim No. 12	411 75
Making a total of	$ 1,159 02

AND WHEREAS, In order to settle and adjust said differences arising out of the performance of said contract and the work in connection therewith, the said parties to this aggrement have mutually agreed as follows:

That the undersigned, the Sanitary District of Chicago and Thomas Gahan and Thomas Byrne, agree mutually to submit their said differences relative to the claims aforesaid to arbitration in the manner following:

The said party of the first part to select one (1) competent engineer as arbitrator and the said parties of the second part to select one (1) competent engineer as arbitrator, and the two (2) thus chosen to select a third competent engineer to sit with them in said arbitration; and that the three (3) arbitrators so chosen shall arbitrate, determine and award such sum or sums of money to the said parties of the second part upon the claims aforesaid as, in their opinion and judgment, may be just, fair and equitable between the said parties; and the said party of the first part herein and now selects as arbitrator Onward Bates, and the said parties of the second part select as arbitrator E. C. Shankland.

And it is further covenanted and agreed by and between the parties aforesaid that the said parties of the second part shall waive, and they do hereby waive, all claims arising out of any other contract or work by them done or performed for the said party of the first part. The said parties to this agreement here mutually agree that the only matters of difference between them are the claims hereinbefore stated.

It is further contracted and agreed that the said arbitrators shall make their award in writing, under their respective hands and seals; and that the award, determination and decision of any two (2) of said arbitrators shall be binding and conclusive upon the parties to this agreement the same as if the three (3) arbitrators had joined in said award and arbitration; and that a copy of said award of said arbitrators, or a majority of them, shall be by them presented, over their signatures, to the respective parties to this arbitration; and that said award and arbitration shall be binding and conclusive upon the parties thereto.

It is further understood and agreed that the expenses of the arbitration herein provided for shall be shared by the party of the first part and the parties of the second part equally; and that the same compensation shall be paid to the arbitrators herein provided for.

It is further understood and agreed between the parties to this submission that the arbitrators shall proceed with all convenient speed in the matter of said arbitration, and finally close and conclude the same within sixty (60) days from the date of this submission.

It is further agreed that the witnesses for the respective parties shall be regularly and duly sworn by some officer authorized to administer oaths: and that the rules of evidence for the examination of said witnesses before said arbitrators shall be as near in conformity to the rules governing evidence in Courts of Record as, in the opinion and judgment of said arbitrators, may be conducive of ascertaining the truth.

In Witness Whereof, The said parties to this

submission and contract have hereunto affixed their names and signatures in the manner following:

The Sanitary District of Chicago has hereunto subscribed its name, by its President, duly attested by its Clerk, under the corporate seal of said Sanitary District; and in like manner the said parties of the second part have hereunto affixed their names under their private seals.

Done at the City of Chicago this ..... day of March, A. D. 1902; and executed in duplicate.

.....

By ....

Its President.

Attest:

.....

Clerk.

.....[SEAL]

....[SEAL]

AMENDMENT TO RULES AND REGULATIONS AND RULES OF ORDER.

Under the head of new business Mr. Smyth presented the following amendment to the second paragraph of Rule 49 of the Rules and Regulations and Rules of Order of the Board of Trustees, to read as follows:

"One Principal Assistant Attorney at a salary not to exceed four thousand dollars ($4,000.00) per annum."

The above amendment, after being read, was, under the rules, laid over to the next regular meeting of the Board.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 12, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 12, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Webb, the minutes of the regular meeting held March 5, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River improvement, February 28, 1902)	$ 47,887 57
Lydon & Drews Company (Main Street Bridge, March 1, 1902)	2,654 01
American Bridge Company (Main Street Bridge, February 28, 1902)	3,780 00
American Bridge Company (Canal Street Bridge, February 28, 1902)	3,180 00

Hall Bascule Bridge Company (Harrison Street Bridge, March 10, 1902)	$ 10,957 02	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, February 28, 1902)	8,017 70	
Illinois Central Railroad Company (Pan Handle Permanent Bridge, Section "O")	31 69	
A. & P. Roberts Company (extra work, Eight-track Bridge)	49 19	
A. & P. Roberts Company (Eight-track bridge, January 12, 1901)	15,499 11	
Wm. Adam Lumber Company (water power development, Controlling Works)	5 60	
City of Joliet (repairs, Crowley Avenue)	44 28	
		$ 92,106 17

ENGINEERING DEPARTMENT.

E. H. Heilbron (Illinois River Valley work)	$ 54 08	
James T. Bransfield (expense)	18 60	
Theodore Buskirk (expense)	18 20	
John E. Grady (expense)	14 41	
Wm. Trinkaus (expense)	10 50	
Chas. Wink (expense)	7 73	
Hans Isak (gauge reading, February, 1902)	10 00	
Al. Goetzinger (coal, Archer Avenue office)	4 25	
Sweet, Wallach & Co. (photographic material)	13 49	
Geo. B. Carpenter & Co. (paint, rope, etc.)	9 65	
Henry Stuckart (sounding lead)	2 50	
John A. Roebling's Sons Company (copper, cord, etc.)	3 23	
A. P. Little (typewriter paper)	4 75	
Standard Oil Company (oil)	3 92	
H. Channon Company (tools)	4 30	
Geo. E. Marshall & Co. (stationery)	19 05	
Pearson Bros. (blue prints)	27 96	
Eugene Dietzgen Company (reverse prints)	20 65	
Keuffel & Esser Company (drafting material)	22 62	
Pittsburgh Testing Laboratory, Ltd., inspecting bridge material)	216 03	
		485 92

LAW DEPARTMENT.

Jas. M. Purcell (witness fees, McMahon & Montgomery Company vs. District)	$ 5 00	
Chas. S. Cutting (rent, Joliet office, February and March, 1902)	40 00	
		45 00

GENERAL ACCOUNT.

The Inter Ocean (advertising)	$ 7 35	
The Chicago Evening Post Company (advertising)	7 50	
Security Building Receivership (rent, offices, March, 1902)	478 33	
E. E. Irons (expense, streams examination)	235 17	
		728 35

POLICE DEPARTMENT.

Bridget Lambert (laundry, Lockport Station, December, 1901, and January and February, 1902)		9 00

MAINTENANCE ACCOUNT.

Thos. F. Ryan (coal, machine shop, Controlling Works)	$ 40 10	
Wm. Adam Lumber Company (lumber)	15 00	
Norton & Co. (salt, etc.)	5 40	
Mrs. Thos. O'Brien (cartage)	4 65	
		65 15
Grand total		$ 93,439 59

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb (*except as to Construction Account voucher, Chicago River Improvement, in favor of Lydon & Drews Company, for $47,887.57, on which Mr. Webb voted "nay"*); Wenter (*except as to Construction Account voucher, Chicago River Improvement, in favor of Lydon & Drews Company, for $47,887.57; and also as to Construction Account voucher, Harrison Street Bridge, in favor of the Hall Bascule Bridge Company, for $10,957.02 on which Mr. Wenter voted "nay."*)—Eight (*except as above stated.*)

Nays—None (*except as above stated.*)

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR SUPERSTRUCTURE OF THE EIGHT-TRACK BRIDGE, MAIN CHANNEL, SECTION "O."

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to, and accompanied by, the final certificate of the Chief Engineer, in regard to the completion of the contract with the A. & P. Roberts Company, assignees of the Scherzer Rolling Lift Bridge Company, for the superstructure of the Eight-track Bridge, crossing the Main Channel on the line of Campbell Avenue, Section "O."

The report is as follows:

CHICAGO, March 12, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the final certificate of the Chief Engineer in favor of the A. & P. Roberts Company on the contract dated February 19, 1900, for the superstructure of the Eight-Track Bridge on Section "O". The Committee advises that the subject matter thereof has been fully considered by the Committee, and 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 $21,229.61 to the said A. & P. Roberts Company, when said company shall have filed with the District a receipt and release in full of all claims or demands arising from or growing out of the said contract aforesaid.

Respectfully submitted,

Z. R. CARTER,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Engineering.

(Two enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—Mr. Braden—One.

FINAL CERTIFICATE OF THE CHIEF ENGINEER FOR THE SUPERSTRUCTURE OF THE EIGHT-TRACK BRIDGE, MAIN CHANNEL, SECTION "O."

CHICAGO, March 6, 1902.

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

GENTLEMEN—I hereby certify that the A. & P. Roberts Company, assignees of the Scherzer Rolling Lift Bridge Company, have completed all of the superstructural work covered by the contract of the said Scherzer Rolling Lift Bridge Company, dated August 9, 1898, for the building of an eight-track bridge across the Main Channel of the Sanitary District on the line of Campbell Avenue in the City of Chicago

The superstructure covered by this contract was assigned to the A. & P. Roberts Company on the 17th day of February, 1900, and the form of assignment, together with its acceptance by the Sanitary District of Chicago, and the waiver of claims by the Scherzer Rolling Lift Bridge Company, are all printed in the Proceedings of your Honorable Board, pages 6298 to 6302 inclusive. On February 19, 1900 (page 1 of Chief Engineer's letter book), the Chief Engineer issued an order to the A.&P. Roberts Company fixing the times within which the work covered by the assignment was to be performed, and also fixing the additional compensation to be paid them for compliance with the conditions imposed by said order, at $75,000.00, making the total payment for the superstructure $250,565. The entire work was done in accordance with

the terms of the contract and order and to the satisfaction of the Chief Engineer, except that it was not completed within the period fixed by his order.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The three railway companies, for whose use the bridge was built, accepted the structure and have been using it for many months.

The statement of the A. &. P. Roberts Company account is as follows:

Original contract price of superstructure.... ....$	175,565 00
Additional compensation as per determination of the Chief Engineer, February 19, 1900.....	75,000 00
Total cost of structure	250,565 00
Amounts covered by vouchers heretofore issued.....	229,335 39
Amount of final voucher...	21,229 61

Respectfully submitted.
ISHAM RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO PROPOSITION FROM THE YOUNG STONE COMPANY FOR THE PURCHASE OF CERTAIN STONE.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO, March 12, 1902.

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

GENTLEMEN—The Committee on Engineering reports herewith a communication from the Young Stone Company, containing a proposition to purchase certain stone now located on the northerly bank of the Main Channel, one thousand feet, more or less, easterly from the Santa Fe Railroad bridge at Lemont.

The Committee recommends that said proposition be rejected and that the communication hereto attached be placed on file.

Respectfully submitted,
JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
WM. H. BAKER,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER.
Committee on Engineering.

(One enclosure.)

On motion of Mr. Braden, seconded by Mr. Baker, the report was adopted and the recommendations contained therein concurred in.

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—Mr. Webb—One.

REPORT IN REFERENCE TO THE SALE OF SECOND-HAND LUMBER TO PAGE & SHNABLE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, March 12, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports a communication from the Clerk of the District, stating that he has received a check from the Chief Engineer for the sum of $659.25, which was received by him from Page & Shnable in payment for second-hand lumber that was purchased by them from the District.

The Committee recommends that said sale be approved, and that the money received from same be placed to the account of the District.

Respectfully submitted,
Z. R. CARTER,
Chairman.
WM. H. BAKER,
JOS. C. BRADEN,
THOMAS J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

(Two enclosures.)

On motion of Mr. Carter, seconded by Mr. Wenter, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT TRANSMITTING AGREEMENT BETWEEN THE DISTRICT AND ARTEMUS J. MATHEWSON FOR THE PURCHASE OF CERTAIN MAPS, PLATS, NOTES, SURVEYS, ETC.

Mr. Carter, Chairman of the Committee

on Finance, presented a report from the Committee with reference to, and accompanied by a form of agreement with Artemus J. Mathewson, for the purchase of certain maps, plats, notes, surveys, etc., of the shore line of the Chicago River, and the Government meander line of said river, the Committee reporting that the purchase price agreed upon being twelve thousand dollars; six thousand dollars thereof to be paid to said Mathewson upon the ensealing and delivery of the agreement and maps, etc., to the District, and the balance to be paid in the manner as provided for in said agreement; the report being further accompanied by a schedule of the maps, plats, etc., referred to, and marked "Exhibit A."

The report is as follows:

CHICAGO, March 12, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports an agreement with Artemus J. Mathewson, of Lockport, Illinois, for the purchase of maps, plats, notes, surveys, etc., of the shore line of the Chicago River and the Government meander line of said River; said maps, etc., being necessary in order to prove and establish the true line of said River as the same existed at the time of the Government survey of the same; also to furnish maps, plats, etc., of the Calumet District and Sag Route.

The Committee further reports that it has agreed, in consideration of the above, to pay to said Mathewson the sum of $12,000 in the manner following: $6,000.00 cash in hand upon the ensealing and delivery of the agreement and the maps, plans and evidences aforesaid; and, thereafter, as said Mathewson establishes and verifies said notes, surveys and plats upon the order of the Attorney of the District, the District to pay such sums, from time to time, until the full amount of $12,000.00; the whole amount being due and payable in six (6) months after the execution and delivery of the accompanying agreement.

It is further provided that in the event of the death, or from any other cause said Mathewson be rendered incapable of completing his evidence, or be unable to testify, no further payment is to be made on account of said notes, maps, plats, etc., referred to above.

The Committee, therefore, recommends that the President and Clerk be authorized and directed to execute said agreement on behalf of the District when the same shall have been executed by said Mathewson; and further that the President and Clerk be authorized and directed to pay, in the usual manner, the sum of $6,000.00 to said Artemus J. Mathewson upon the ensealing and delivery of the agreement and maps, etc., as stated above; and to pay the balance of said $12,000.00 as hereinabove provided.

Respectfully submitted,

Z. R. CARTER,
Chairman.

J. C. BRADEN,
THOMAS J. WEBB,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—Mr. Smyth—One.

The following is the agreement with Artemus J. Mathewson, referred to in the report of the Committee on Finance:

AGREEMENT.

"Articles of agreement made and entered into by and between the Sanitary District of Chicago, a municipal corporation duly organized and existing under the laws of the State of Illinois, party of the first part (and who will be hereafter designated as the party of the first part), and Artemus J. Mathewson, of the Village of Lockport, in the County of Wil. and State of Illinois, party of the second part (and who will hereafter be designated as the party of the second part).

WHEREAS, The party of the first part now is, and heretofore has been, and will hereafter be, engaged in widening, deepening and otherwise improving the Chicago River between Lake Street and Robey Street, in the City of Chicago, and, in order to prosecute said work, it is necessary for the said party of the first part to acquire certain property along the margin and shore of said Chicago

River for the purpose of widening the same; and,

WHEREAS, On account of the destruction of the Records of the County of Cook, and State of Illinois aforesaid, the maps, notes and evidences of the original shore line of said River, as well as the meander line of said River, have become lost, so that the same cannot be obtained by the said party of the first part; and,

WHEREAS, It has been represented that numerous persons owning property along the shore and margin of said River have, from time to time, extended piers, docks and other obstructions over and into said River so as to materially contract the cross-section of the same, thereby unlawfully acquiring public property which they are now, and have been, using for private purposes; and,

WHEREAS, Said Artemus J. Mathewson, party of the second part, heretofore upon divers times and occasions, dating back many years, surveyed, measured and established the shore line of said River and the Government meander lines of the said River, and now has in his possession and is the owner of the notes, maps, plats and other evidences of said survey; and that said party of the second part also represents to the said party of the first part, and hereby agrees to establish, the truth of such surveys, maps, plats and other evidences by testifying, at proper times and occasions, as he may be requested in relation thereto, and by such evidence establish and locate said shore line and meander line of said River as the same was prior to the encroachment thereon and therein by the erection and construction of docks, piers and the filling up of said River inside said meander line and original shore line; and the said party of the first part believing that such evidence as the said Artemus J. Mathewson, party of the second part, possesses, is essential and necessary in order to preserve the public interests represented by the said party of the first part, and to prove and establish the true line of said River as the same existed at the time of the Government survey of the same.

Therefore, In consideration of the said party of the first part paying to the said party of the second part the sum of twelve thousand ($12.000.00) dollars, in the manner following: The said Artemus J. Mathewson, party of the second part, hereby sells and transfers to the said party of the first part all of the maps, records, field notes and other evidences, to be held by the said party of the first part as its own property forever, said maps records, field notes, etc., being more particularly described by a memorandum or schedule of the same, which is hereto annexed and made a party of this agreement, and marked "Exhibit A" therewith, and which is to be held and considered for all purposes as though the same were written into this contract fully and at large; the said payment of the said sum of twelve thousand dollars to be made in the manner following: Six thousand ($6,000.00) dollars cash in hand upon the ensealing and delivery of this agreement and the maps, plans and evidences aforesaid; and thereafter, from time to time, as the said party of the second part proves and establishes and verifies the said notes, surveys and plats, upon the order of the attorney of the party of the first part, the said party of the first part will pay to the said party of the second part such sums, from time to time, until the full amount of twelve thousand dollars is paid, the whole amount being due and payable in six (6) months after the execution and delivery of this instrument.

It is further covenanted and agreed that the said party of the second part shall hold himself in readiness, at all times in all litigation pending between the said party of the first part and property owners along said River and in the Calumet District to give evidence in relation to said surveys, notes, maps, etc., the said party of the first part using all convenient speed in order to complete the taking of the evidence of the said party of the second part; and that if, in the judgment of the said party of the first part, it shall or may become desirable to perpetuate the testimony of the said party of the second part in relation to any or all of the said notes, plats, maps, etc., he, the said party of the second part, further agrees to attend, as a witness, at such time or times, and place or places, and give evidence in relation to such maps, plats, notes and surveys. However, in the event that the said party of the second part should depart this life, or from any other cause be rendered incapable of completing his evidence so as to verify all of the said notes, plats, maps, etc., which, in the opinion and judgment of the officers of the party of the first part, ought to be verified and established, then, after the death of said second party, or his inability to testify, no further payment shall be made for and on account of said notes, plats, maps, etc., referred to in the schedule hereto annexed.

In Witness Whereof, The said party of the first part has hereunto affixed its corporate name, by its President, duly attested by its Clerk, under its corporate seal; and in like

manner, the said party of the second part has hereunto affixed his hand and seal.

Done at the City of Chicago, this 12th day of March, A. D. 1902.

THE SANITARY DISTRICT OF CHICAGO.
By THOMAS A SMYTH,
Its President.

Attest:

[SEAL]. A. R. PORTER,
Clerk.

ARTEMUS J. MATHEWSON.
By JOHN W. ARNOLD,
Attorney in Fact.

Witness:

SEYMOUR JONES."

The following is the schedule of maps, plats, notes, surveys, etc., attached to the above agreement:

EXHIBIT "A"—NUMBER AND DESCRIPTION OF MAPS, RECORDS, NOTES, ETC.

No. 17—Sec. 29 and 30, T. 39, R. 14 E., showing location of buildings on 90 ft. strip. (No date.)

No. 70—Showing rock ledges, Ill. and Mich. Canal from contract Section 46-64.

No. 84—Sub-division of Old Canalport (now Bridgeport) by Hamilton and Pierson, Sec. 30, T. 39, R. 14 E.

No. 87—Original of No. 17. (No date of survey.)

No. 89—Bridgeport and vicinity of I. and M. Canal and squatters on right-of-way—Survey, September, 1893.

No. 100—Secs. 20, 21, 28, 29, T. 39, R. 14 E., showing subdivisions of these sections, from records 1836-1848.

No. 122—Sub-division of So. part Sec. 29, T. 39, R. 14 from records of 1836-1848.

No. 137—Location of I. and M. Canal and Lake Fork (W. Fork of S. Branch) from Bridgeport to Summit; also Desplaines River from Riverside to Summit (1865).

No. 1294—W. part, S. W. ¼ Sec. 29, T. 39, R. 14 E.

No. 1296—S. E. ¼ Sec. 30, T. 39, R. 14. Sketch of location of head of I. and M. Canal.

No. 1297—Blk. 14, sub-division S. Part, Sec. 29, T. 39, R. 14 E., April 2, 1863.

No. 1298—Plat and Field Notes about Bridgeport, 1859.

No. 1299—Canalport. Survey for Piper.

No. 1391—Caldwell Reservation by Walcott; and Quilmet Reservation, by A. J. M. (Not certified).

No. 1392—Fell's Addition to Canalport, Sec. 30, T. 39, R. 14 E.

No. 1393—Secs. 8 and 17, T. 40, R. 14. 1874, by order of Circuit Court, Cook County.

No. 1394—Part of Sec. 10, T. 39, R. 14, Mouth of Chicago River in 1837. (Not certified.)

No. 1395—Secs, 8 and 17, T. 40, R. 14. Showing subdivisions and various owners. March 28, 1874.

No. 1397—Map of Sections Chicago and vicinity. Showing Caldwell Reservation and Northern Indian Boundary line.

No. 1398—Frac. Sec. 10, T. 39, R. 14. River and Lake meander.

No. 1400—South ½, Sec. 21, T. 39, R. 14, C. T. Sub.

No. 1401—Part of Sec. 9, T. 39, R. 14 E. (Uncertified.)

No. 1402—Blks. 7-14-15. O. T. (Uncertified.)

No. 1403—Sec.17, T. 39, R. 14, subdivision of—(Uncertified.)

No. 1405—Blks 14 and 15, O. T. (Uncertified).

No. 1406—Soundings and connections about Bridgeport, March 20, 1868.

No. 1407—Trustees Subdivision, Sec, 7, T. 39, R. 14 E. (Uncertified).

No. 1408—N. W. ¼ Sec. 28, T. 39, R. 14. August, 1868.

No. 1409—Walcott Addition from the records, Sec. 9, T. 39, R. 14. (Uncertified)

No. 1410—McGlashan Tract, Sec. 28, T. 39, R. 14 (Uncertified).

No. 1411—Unsold tracts in Secs. 17, 21, 27 and 29, T. 39, R. 14 E. (Uncertified).

No. 1412—Part of Sec. 9, Blks 14 and 15, O. T. (Uncertified).

No. 1413—Kinzie's Addition, Frac. Sec. 10, T. 39, R. 14, by Wooley. (Uncertified).

No. 1414—Same as No. 1413.

No. 1415—Frac. Sec. 10, T. 39, R. 14. (Uncertified).

No. 1416—Part of Original Town, Sec. 9, T. 39, R. 14. (Uncertified).

No. 1417—Blk. 7, O. T. (Uncertified).

No. 1418—Secs. 4, 9 and 10, T. 39, R. 14 E., August, 1860. (Uncertified).

No. 1419—Copy of Subdivision of O. T., Sec. 9, T. 39, R. 14, (Uncertified).

No. 1420—Blk. 22, O. T., April 29, 1845. (Uncertified).

No. 1421—Part of Sub. Sec. 9, T. 39, R. 14 E. (Uncertified).

No. 1422—Blks west of river, Sec. 9, T. 39, R. 14 E. (Uncertified).

No. 1423—North Frac. S. W. ¼ and W. Frac. S. E. ¼ Sec. 21, T. 39. R. 14, December, 1877.

No. 1424—Healey's Sub. Sec. 29, T. 39, R. 14, copy of record. (Uncertified).

No. 1425—Lot 1, Blk. 1, Trustees Sub. Sec. 29, T. 39, R. 14. (Uncertified .

No. 1426—C. T. Sub. Lots Frac. Sec. 15. October, 1872.

No. 1427—South Frac. Sec. 3, T. 39, R. 14. (Uncertified).

No. 1428—Sec. 21, T. 39, R. 14. (Uncertified).

No. 1429—Sec. 16, T. 39. R. 14 E. (Copy of record uncertified.)

No. 1430—Copy of record, Sec. 20, T. 39, R. 14. McConnell's Subdivision. (Uncertified).

No. 1431—C. T. Sub. N. W. ¼, Sec. 21, T. 39, R. 14, May 1852. (Uncertified).

No. 1432—So. Frac. ½, Sec. 29, T. 39, R. 14. Healy's, 1836.

No. 1433—Field Notes, Bailey's Survey, Sec. 28, 29, T. 39, R. 14, June, 1836. (Uncertified).

No. 1434—So. Fract. ½, Sec. 29, T. 39, R, 14, C. T. Sub. (Uncertified).

No. 1435—Wampler's Survey, S. Fract. Sec. 29, T. 39, R. 14 E, 1836. (Uncertified).

No. 1436—S. W. ¼ Sec. 9, T. 39, R. 14. (Uncertified).

No. 1437—N. W. ¼ Sec. 28, T. 39, R. 14. August, 1868.

No. 1440—N. W. corner Sec. 9, T. 39, R. 14. August 1860. (Uncertified.)

No. 1443—C. T. Sub. Sec. 21, T. 39, 14.

No. 1448—S. E. ¼ Sec. 21, T. 39, R. 14. Subdivision by Wampler, 1856. (Uncertified.)

No. 1449—W. ½ Sec. 27, T. 39, R. 14. Subdivision by Thompson, 1848. (Uncertified.)

No. 1450—N. ½ Sec. 28 and S. part 21, T. 39, R. 14 E. About 1847.

No. 1452—About lock at Bridgeport, 1870. (Uncertified.)

No. 1454—Sec. 21, T. 39, R. 14, W. of River. (Uncertified.)

No. 1460—Sec. 31, T. 39, R. 14.

No. 1463—S. E. ¼ Sec. 21, T. 39, R. 14. C. T. Subdivision.

No. 1464—Frac. Sec. 15, T. 39, R. 14. (Uncertified.)

No. 1465—Frac. Sec. 15, T. 39, R. 14, Talcott's survey. (Uncertified.)

No. 1466—Government surveys of Chicago River and Lake Shore, Sec. 9, 10, 16, 21, 28, 29. T. 39, R. 14. 1847. (Meander in Sec. 16.)

No. 1468—Sec. 9, 10, T. 39, R. 14. (Uncertified).

No. 1472—Traverse table. 13, 18-100 acres N. of Chicago River. (Uncertified.)

No. 1473—Meander South Branch, Sec. 29, T. 39, R. 14. (Uncertified.)

No. 1475—Lake Shore meander, Quilmette Reservation. November, 1839. (Uncertified.)

No. 1476. Meander River, Sec. 29, T. 39, R. 14. (Uncertified.)

No. 1477—River Meander, Sec. 21, T. 39, R. 14, 1847. (Uncertified.)

No. 1478—Distances along South Branch Chicago River. (Uncertified.)

No. 1479—River meander, Sec. 10, T. 39, R. 14. (Uncertified.)

No. 1480—Government Notes, Chicago River meander. (Uncertified.)

No. 1482—Meander of River, Sec. 29, T. 39, R. 14. 1859. (Uncertified.)

No. 1483—Meander of North Branch Chicago River to south line Sec. 2, T. 39, R. 14 E. (Uncertified.)

No. 1484—Meander of South Branch, Sec. 16, T. 39, R. 14, west of River, 1847. (Uncertified.)

No. 1485—Johnson tract, south of North Branch Chicago River. (Uncertified.)

No. 1486—Notes, Sec. 3, T. 39, R. 14. (Rossiter, 1886.)

No. 1487—Meander Chicago River, Sec. 28, T. 39, R. 14. (Uncertified.)

No. 1488—Meander Chicago River, Sec. 9, T. 39, R. 14. (Uncertified.)

No. 1489—Meander Chicago River, Sec. 9, T. 39, R. 14. (Uncertified.)

No. 1490—Meander Chicago River, Sec. 29, T. 39, R. 14, 1847. (Uncertified.

No. 1491—Calculation of quantity in Hasting Tract, Sec. 28, T. 39, R. 14. (Uncertified.)

No. 1492—Traverse east Fract. Sec. 21, T. 39, R. 14. (Uncertified.)

No. 1495—Meander Chicago River, Sec. 10, T. 39, R. 14, 1859. (Uncertified.)

No. 1496—Field Notes, Kinzie's Addition, 1845. (Uncertified.)

No. 1497—Traverse Fract. Sec. 10, T. 39, R. 14. (Uncertified.)

No. 1498—Field Notes Archer Road to Sec. 29, T. 39, R. 14, 1870. (Uncertified.)

No. 1499—Traverse W. Fract. Sec. 21, T. 39, R. 14. (Uncertified.)

No. 1500—Notes on Chicago River Meander.

No. 1501—Notes Lake Shore and Chicago River Meander, Sec. 15, 10, 9, 16, E. of South Branch, T. 39, R. 14.

No. 276—Sec. 7, T. 37, R. 15, and Sec. 12, T. 37, R. 14, showing Calumet River. (No date.)

No. 277—Secs. 5 and 6, T. 36, R 15, showing Calumet River. (No date.)

No. 278—Sec. 8, T. 36, R 15, showing Calumet River. (No date)

No. 279—Sec. 1, T. 36, R. 13, showing flood lines in Hecox Slough—Acct. Dam and Calumet River. (No date.)

No. 280—Sec. 20, T. 36, R. 15, showing flood lines from Dam to Calumet River. (No date.)

No. 281—Township 36 R. 14, Government plat. (No date.)

No. 282—Secs. 31 and 32, T. 37, R. 15, showing Calumet River, Wolf Lake, Indian Boundary and State line. (No date.)

No. 283—Sec. 13, T. 37, R. 14, and Sec. 18, T. 37, R. 15, showing Calumet River, Calumet Lake and Indian Boundary. (No. date.)

No. 284—Sec. 35, T. 37, R. 14, and Sec. 2, T. 36, R. 14, showing Calumet River. (No date.)

No. 285—Sec. 1, T. 36, R. 14, showing Calumet River. (No date.)

No. 286—Sec. 24, T. 37, R. 14, and Sec. 19, T. 37, R. 15, showing Calumet River, Calumet Lake and Wolf Lake. (No date.)

No. 287—Sec. 25, T. 37, R. 14, and Sec. 30, T. 37, R. 15, showing Calumet River, Calumet Lake and Wolf Lake. (No date.)

No. 289—Secs. 25, 26, 35, 36, T. 37, R. 14, Calumet River, South Calumet Lake. (No date.)

No. 290—Sec. 29, T. 36, R. 15, showing flood lines by 8 ft. Dam at Blue Island, Calumet River. No courses or distances. (No date.)

No. 291—Sec. 29, T. 36, R. 15, same as 290, Dalton. (No date.)

No. 292—Sec. 19, T. 36, R. 15, same as 290 and 291. (No date.)

No. 293—Secs. 4, 5, 6, 7, 8 and 9, T. 36, R. 14, showing Calumet River, Indian Boundary Line. No courses or distances, 1836.

No. 294—Sec. 14, T. 36, R. 14, showing Calumet River, old bed outside flood lines. No courses or distances, 1848.

No. 295—Sec. 13, T. 36, R. 14, showing Calumet River, old bed outside flood lines. No courses or distances, 1848-49.

No. 296—Sec. 15, T. 36, R. 14, showing Calumet River, old bed outside flood lines. No courses or distances, 1849.

No. 297—Part of Town. 36, 14 and 15, Sketch. Uncertified. No courses or distances. (No date.)

No. 298—Sec. 6, T. 36, R. 14, showing Calumet River. No courses or distances, 1848-49.

No. 299—Sec. 5, T. 36, R. 14, showing Calumet River. No courses or distances, 1848-49.

No. 300—Sec. 9, T. 36, R. 14, showing Calumet River. No courses or distances, 1848-49.

No. 301—T. 36, R. 14, showing Calumet River. No courses or distances. (Uncertified)

No. 302—T. 35, R. 13, showing Calumet River. No courses or distances. (Uncertified.)

No. 303—Sec. 10, T. 36, R. 14, showing Sec. Map. No courses or distances, 1848-49.

No. 304—Sec. 6, T. 36, R. 14, showing not complete. No courses or distances, 1848-49.

No. 305—Sec. 7, T. 36, R. 14, showing no courses or distances, 1849.

No. 306—Sec. 34, T. 36, R. 14, showing Thorn Creek. No courses or distances, 1849.

No. 307—Sec. 27, T. 36, R. 14, showing Thorn Creek. No courses or distances, 1849.

No. 308—Sec. 16, T. 36, R. 14, showing flood lines, slough Calumet River. Showing courses or distances, 1849.

No. 309—Sec. 25, T. 36, R. 14, showing flood lines. No courses or distances, 1849.

No. 310—Sec. 26, T. 36, R. 14, showing flood lines. No courses or distances, 1849.

No. 311—Sec. 8, T. 36, R. 14, showing flood lines. No courses or distances, 1849.

No. 312—Sec. 24, T. 36, R. 14, showing flood lines. Calumet River, courses or distances, 1849.

No. 313—Secs. 5, 6, 8 and 9, T. 36, R. 14, showing Field Notes, 1849.

No. 314—Sec. 32, T. 37, R. 14, showing no courses or distances, 1849.

No. 315—Thornton Tp. and T. 36, R. 14 and 15, E. part of 37; also part 36, N., R. 9 and 10 Lines R. R. and Timber, 1847 to 1877.

No. 169—Sec. 22, T. 37, R. 13, showing Calumet feeder. (No date.)

No. 170—Sec. 31, T. 37, R. 14, Blue Island.

No. 171—Sec. 36, T. 37, R. 13. No distances or courses.

No. 172—T. 37, R. 15. Government field notes of corners, 1867.

No. 173—Sec. 16, T. 37, R. 13, Calumet feeder.

No. 174—Sec. 18, T. 37, R. 13, Calumet feeder.

No. 175—Sec. 8, T. 37, R. 13, Calumet feeder.

No. 176—Secs. 14, 15, 22, 23, T. 37, R. 12, Highway (Survey).

No. 177—Sec. 7, T. 37, R. 13, Calumet feeder and Lake, No. 2.

No. 178—Sec. 17, T. 37, R. 13, Calumet feeder and Goose Lake.

No. 179—Sec. 16, T 37, R. 12. Sketch of Sauganash Swamp.

No. 180—Sec. 24, T. 37, R. 12. Sketch of Sauganash Swamp.

No. 181—Sec. 15, T. 37, R. 12. Sketch of Sauganash Swamp.

No. 182.—Field Notes, A, M, inclusive, November, 1870, U. S. Government survey Calumet River and Wolf Lake.

No. 183—Sec. 20, T. 37, R. 12, Calumet feeder.

No. 184—Sec. 13, T 37, R. 11, Calumet feeder at the Sag.

No. 185—Sec. 14, T. 37, R 12, Calumet feeder, Lakes and Swamp.

No. 186—Sec. 21, T. 37, R. 13, Calumet feeder.

No. 187—Sec. 12, T. 36, R. 10, W. of 2nd P. M' and parts of T. 36, R. 15 of 3rd P. M.

No. 188—Sec. 35, T. 37, R. 13, Calumet feeder.

No. 189—Sec. 26, T. 37, R. 13, Calumet feeder and Stoney Creek.

No. 190—Sec. 23, T. 37, R. 12, Calumet feeder.

No. 191—Sec. 13, T. 37, R. 12, Calumet feeder and Goose Lake.

No. 192—Sec. 21, T. 37, R. 12, Calumet feeder.

No. 193—Sec. 18, T. 37, R 12, Calumet feeder.

No. 194—Sec. 22, T. 37, R. 12, Calumet feeder.

No. 195—Sec. 17, T. 37, R. 12, Calumet feeder.

No. 196—Sec. 22, T. 37, R. 12, same as No. 194.

No. 197—Secs. 21 and 22, T. 37, R. 12, Calumet feeder (sketch).

No. 198—Sec. 23, T. 37, R. 12, Calumet feeder.

No. 199—T. 37, R. 12, Calumet feeder.

No. 200—Sec. 31, T. 37, R. 14, Calumet River, Feeder and Dam. No distances.

No. 201—Sec. 27, T. 37, R. 13, Calumet Feeder, No courses or distances.

No. 202—T. 37, R. 15, Calumet River and Wolf Lake. No courses or distances.

No. 203—T. 37, R. 14, Calumet River and Wolf Lake No courses or distances

No. 204—Sec. 27, 28, 33, 34, T. 37, R. 14 and 3, 4, T. 36, R. 14, Calumet River.

No. 205—T. 37, R. 14 and 15, Calumet Lake and River.

No. 206—Secs. 11 and 14, T. 37, R. 11, Calumet Feeder, Sag Bridge, etc.

No. 207—Secs. 19, 30, 31, T. 37, R. 15, Wolf Lake.

No. 208—Secs. 13, 14, 15, 22, 23, 24, 25 and 27, T. 37, R. 14. Secs. 18, 19 and 30, T. 37, R. 15, Calumet and Wolf Lakes.

No. 209—Sec. 14, T. 37, R. 11.

No. 312½—T. 36, R. 14. Witness Trees. Government notes copied in 1867.

No. 314½—T. 37, R. 15. Witness Trees. Government notes copied in 1867.

No. 315B—T. 36, R. 15.

No. 1204—Sec. 9, T. 36, R. 12. Road survey, May, 1878.

No. 1205—Sec. 15, T. 36, R. 12. Farm survey, November, 1863.

No. 1206—Traverse S. Frac. Sec. 6, T. 37, R. 12.

No. 1217—Sec. 15, T. 37, R. 12. Farm survey.

No. 1218—Cemetery east of Sag, Sec. 10, T. 37, R. 12.

No. 1222—Curve in I. and M. Canal near head Sec. 44. December, 1866.

No. 1269—Sec. 31, T. 38, R. 12. Farm surveys.

No. 1270—Field Notes, T. 38, R. 12; Sec. 28, 29, 30, 31, 32 and 33; Sec. 5, 6, 7, T. 37, R. 12.

No. 1271—Sec. 5, T. 37, R. 12, and 29 and 32, T. 38, R. 12. Desplaines River near Willow Springs.

No. 1274—Sec. 13, T. 37, R. 11; Sec. 13, T. 38, R. 12. Not certified.

No. 1276—Sec. 5, T. 37, R. 12; Sec. 32, T. 38, R. 12. I. and M. Canal and Desplaines River.

No. 1278—Sec. 8, 32, 33, T. 38, R. 12; Sec. 5, T. 37, R. 12. I. and M. Canal and Desplaines River.

No. 1301—U. S. Field Notes and Meander Lines, Sec. 5, 7, T. 37, R. 12; Sec. 28, 32, 33, T. 38, R. 12.

No. 1302—T. 37, R. 14, Witness Trees to corners.

No. 1309—Calculation mouth of Calumet River, 1870.

No. 1316—U. S. Government Field Notes Calumet River, with corrections.

No. 1329—T. 36, R. 15. Acreage Map.

No. 1330—Acts of Congress 1796, 1800, 1804, 1805, 1820, 1832, concerning mode of origina

surveys of Government lands, compiled in 1860 by A. J. Mathewson.

No. 1444—Witness to ¼ Cor. N. line Sec. 7, T. 37, R 12.

No. 1456—Lithograph map of Washington Heights, Sec. 2, 3, 10, 11 and 12, T. 38, R. 14. Showing meander of Lake Michigan.

No. 1108—Sec. 11, 14, T. 37, R. 11, Sag Bridge, I. & M. Canal and Desplaines River.

Five general real estate maps of Calumet District.

No. 88—Township of Palos, 37, R. 12, Desplaines River. I. & M. Canal Feeder, etc. October, 1862.

No. 119—Map of Blue Island, 1848,

COMMUNICATION FROM THE COMMISSIONER OF PUBLIC WORKS REGARDING THE BLOCKING OF THE SEWER IN STATE STREET.

The Clerk presented a communication from Commissioner of Public Works, F. W. Blocki, informing the Board that the contractors for the substructure of the State Street Bridge had blocked up the outlet to the sewer at State Street, flowing from the south, and requesting that an opening be made.

In this connection, the Chief Engineer, who was present, stated that he had given the matter his immediate attention, and that the opening was made.

By unanimous consent, the Clerk was instructed to inform the Commissioner of Public Works that the request had been complied with.

AMENDMENT TO RULE FORTY-NINE OF THE RULES AND REGULATIONS AND RULES OF ORDER.

Under the head of unfinished business, the Clerk read the amendment to the second paragraph of Rule 49 of the Rules and Regulations and Rules of Order of the Board, presented and laid over at the meeting held March 5, 1902 (page 7779 of the Proceedings), which is as follows:

"One Principal Assistant Attorney at a salary not to exceed four thousand ($4,000.00) dollars per annum."

Mr. Baker, seconded by Mr. Webb, moved that the amendment, as read and shown above, be adopted.

The roll being called, the vote stood as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

(*Excused and not voting*)—Mr. Carter—One.

Upon this result, the Chair declared the motion carried.

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Cloidt, the Board adjourned.

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 19, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Fifty-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 19, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Cloidt, Legner, Smyth and Webb—Five.

Absent—Messrs. Braden, Carter, Jones and Wenter—Four.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Baker, the minutes of the regular meeting, held March 12, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (extra work, Main Street Bridge)	$ 3,013 79	
Lydon & Drews Company (State Street Bridge, March 15, 1902)	2,931 25	
		$ 5,945 04

ENGINEERING DEPARTMENT.

George E. Marshall & Co. (stationery)	$ 268 43	
Lydon & Drews Company (account Chicago River survey)	87 69	
		356 12

LAW DEPARTMENT.

John E. Cox (stenographic services)		84 00

GENERAL ACCOUNT.

Hearst's Chicago American (advertising)	$ 16 80	
Mueller Bros. (photograph frames)	59 90	
John F. Higgins (printing proceedings)	230 02	
		306 72

DOCK AND LAND IMPROVEMENT AND RENTAL ACCOUNT.

Lydon & Drews Company (spur track, Section "K")	124 00

RIGHT OF WAY.

Chicago Title and Trust Company (opinion of titles)	$ 2,000 00
Grand total	$ 8,815 88

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Cloidt, Legner, Smyth and Webb—Five.

Nays—None.

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of February, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, March 13, 1902.

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 February, 1902, giving the detailed operations of the same.

The value of construction work done was $172,509,78. Vouchers were issued on this account to the amount of $188,247.55.

The engineering expenses were $8,675 09, divided as follows: Salaries, $7,815.83; supplies, etc., $859.26. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River—The work under the dredging and docking contract dated September 21, 1900, was completed in the latter part of January with the exception of the excavation and building of three pieces of dock at the following places: The Scott property at Halsted Steeet which has been delayed on account of the reconstruction of the coal sheds by the tenants; the excavation and building of the dock at the Pearson property at Canal street which was begun last month but, owing to the severity of the weather, only the anchor piles were driven; and the finishing of the dock of the Illinois Stone Company at Twenty-second Street, which will be started as soon as the stone company has removed its stone from the property to be cut away.

At the State Street Bridge an average force of nine men were employed during the month in removing the old superstructure, at the end of which there remained but a few days' work to complete same. Pile Driver No. 1 worked nineteen days pulling the center pier protection and some old dock and piles on the south side of the stream. Dredge No. 2 started on the 10th and worked thirteen days dredging the north and south channels and the material of the south abutment that was below the water line. The dredge finished the work of removing this abutment on the 20th, making five or six feet of water in front of the retaining wall which held up the street on the south side of the river. The pile driver started on the 22d to drive piles for the coffer dam to the south abutment, but on the 23d the pressure back of the above mentioned retaining wall caused the said wall and about thirty feet of the street and sidewalk to cave in. This necessitated more dredging and the removal of the piles

already driven. The balance of the month was taken up with this work.

At the Randolph Street Bridge, on the 1st, ten yards of concrete were laid around the sewer on the east side and in the corner of the coffer dam at the northwest corner of the warehouse. No work was done from the 2d to the 10th, owing to the extremely cold weather. On the 12th tie rods in the east coffer dam were put in and the first system of bracing was begun. The work of diverting the old sewer on the west side of the river was begun on the 14th, and on the 18th water was turned into the temporary sewer on that side. From the 24th to the end of the month work was carried on packing the channel beams of the east coffer dam with clay and sawdust in order to make same water tight.

At the Harrison Street Bridge no work was done during the month.

The contractor for the substructure of the Canal Street Bridge worked one day on the north abutment and piers, placing concrete and mortar facings. Owing to the inability to obtain stone for concrete and the severity of the weather, no further work was done during the month with the exception of receiving material and keeping the coffer dam pumped out.

The contractors for the superstructure erected a derrick on the south side for unloading cars. About six carloads of material were received during the month.

At the Main Street Bridge, the contractor for the substructure employed an average of 23 men during the month, being mainly employed in building retaining walls on the north side of the river and repairing leaks in the tail pits of the abutments. From the 7th to the 12th, work was carried on repairing the north coffer dam, which developed a leak in the southwest corner. On the 12th the building of retaining walls on the north side was resumed and the repair of tail pits on the south side was finished. On the 14th water was let into the south coffer dam and the pulling of sheeting was begun. On the 15th a force of city employes turned the water on in the 36-inch main in the tunnel at this bridge. On the 20th the tunnel shaft was finished to an elevation of +15.0. From the 17th to the end of the month work was carried on on the retaining walls and repairing leaks in the north tail pits.

The average number of men employed by the superstructure contractor for this bridge was 11. The following is a record of the operations during the month: On the 3d and 4th one car of counterweights for the north side was unloaded. On the 10th and 11th material was unloaded. On the 12th the air plant was received. From the 13th to the 15th the work of erection was carried on on the south side. On the 17th the air compressor was set up. The work of unloading material and erection on both sides of the River was carried on from the 17th to the end of the month.

The average number of men employed by the superstructure contractor for the Ashland Avenue Bridge was 7. The first part of the month was taken up in unloading material. The building of a derrick was begun on the 5th. Between the 10th and the 16th, four cars of material were unloaded. On the 11th the derrick was finished. Between the 17th and the 22nd, six cars of material were received. The work of setting shoe plates in the south abutment and pier was done on the 20th. From the 24th to the end of the month the work of building approach on the south side to get material to the piers was carried on.

Section "O"—Shannon & Chase continued the work of sorting lumber at the Robey Street Yards during the month.

In the drafting department the following drawings were made: A 200-foot scale map of the Chicago River from Lake street to Twelfth street; a 200-foot scale map from Twelfth street to Eighteenth street; copy of map of Herbert land near Millsdale; map of Section "O" showing temporary bridges; table of flow measurements for the year 1901; and a plat showing the north approach to the State Street Bridge.

The checking of shop plans for the Randolph Street Bridge was continued. About 80 per cent of the plans have been checked and about 60 per cent approved by the District.

On State Street Bridge a few machinery shop plans were received, checked and approved.

On Harrison Street Bridge the plans have been examined and checked as received from the Hall Bascule Bridge Company. The plans were not completed satisfactorily for approval.

In addition to the work reported, the engineering corps continued to be engaged principally in taking flow measurements, in computing estimate notes, and in surveying, etc., along the Chicago River and in the Illinois River Valley.

I estimate the expenses of this department for the month of March will be $100,000.00.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF FEBRUARY, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 68 75	$ 16 10	$ 84 85	.....
Right of Way	106 70	.....	106 70	.....
Hydraulic Measurements	630 83	12 65	643 48	.....
Mortar, Sand and Cement Tests	243 75	3 92	247 67	.....
Photographs of Works	125 00	13 49	138 49	.....
Thirty-ninth Street Conduit	453 75	17 41	471 16	.....
Illinois Valley Work	393 75	65 73	459 48	.....
Chicago River, Dredging, Docking, etc.	2,633 30	113 15	2,746 45	$47,865 06
State Street Bridge, Chicago River	512 32	130 97	643 29	2,100 00
Randolph Street Bridge, Chicago River	600 63	209 30	809 93	1,706 25
Harrison Street Bridge, Chicago River	308 75	12 35	321 10	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	50 00	4 67	54 67	106,081 13
Canal Street Bridge, Chicago River	543 75	32 39	576 14	3,180 00
Main Street Bridge, Chicago River	560 17	132 09	692 26	6,434 01
Ashland Avenue Bridge, Chicago River	326 88	90 74	417 62	8,017 70
Main Channel Construction	107 50	.....	107 50	.....
Pan Handle Permanent Bridge, Main Channel, Sec. O	30 00	.....	30 00	80 88
Belt Permanent Bridge, Main Channel, Sec. K	80 00	2 20	82 20	12,093 63
Controlling Works and Joliet Project	40 00	2 10	42 10	658 89
Totals	$7,815 83	$ 859 26	$8,675 09	$188,247 55

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During February, 1902.

CLASSIFICATION.	Glacial Drift. Cu. Yds	Masonry and Concrete. Cu. Yds.	Piles. Lin. Ft.
Chicago River, dredging, docking, etc.	87,210	.....	.....
State Street Bridge, Chicago River	1,500	.....	.....
Randolph Street Bridge, Chicago River	.....	.....	2,000
Main Street Bridge, Chicago River	81	405.4	600
Totals	88,791	405.4	2,600

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned During February, 1902.

CLASSIFICATION.	CHICAGO RIVER		Main Channel. Bridges.	Controlling Works.	Joliet Project.	Totals.
	Dredging, Docking, Etc.	Bridges.				
Chicago River, dredging, docking, etc	$21,343 94	.....	.....	.....	.....	$ 21,343 94
Controlling Works at Lockport	.....	.....	.....	$ 519 92	.....	519 92
Section 18	.....	.....	.....	.....	$ 44 28	44 28
State Street Bridge, Chicago River	.....	$ 2,400 00	.....	.....	.....	2,400 00
Randolph Street Bridge, Chicago River	.....	1,950 00	.....	.....	.....	1,950 00
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	106,081 13	.....	.....	.....	106,081 13
Main Street Bridge, Chicago River	.....	9,333 16	.....	.....	.....	9,333 16
Ashland Avenue Bridge, Chicago River	.....	13,362 84	.....	.....	.....	13,362 84
Canal Street Bridge, Chicago River	.....	5,300 00	.....	.....	.....	5,300 00
Eight-track Bridge, Main Channel, Section O	.....	.....	$ 80 88	.....	.....	80 88
Belt Railway Company of Chicago's Bridge, Main Channel, Section K	.....	.....	12,093 63	.....	.....	12,093 63
Totals	$21,343 94	$138,427 13	$12,174 51	$ 519 92	$ 44 28	$172,509 78

REPORT IN REFERENCE TO CONSTRUCTING A TEMPORARY FOOT-BRIDGE CROSSING THE CHICAGO RIVER AT STATE STREET.

Mr. Baker, member of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, March 19, 1902.

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 question of the advisability of constructing a temporary foot-bridge across the Chicago River at State Street; that it has received the consent of the abutting property owners at said point for the erection of said bridge.

Your Committee, after a careful investigation of the subject, finds that the needs of the public require that such a temporary foot-bridge be built immediately at said point and, therefore, recommends that the Chief Engineer of the District be authorized and directed to drive the necessary piling and to have constructed a temporary foot-bridge at said State Street, at a cost not to exceed sixty-five hundred ($6,500 00) dollars, exclusive of piling.

Respectfully submitted,

FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. H. BAKER,
WM. LEGNER,
THOMAS J. WEBB,
Committee on Engineering.

On motion of Mr. Baker, seconded by Mr. Legner, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Cloidt, Legner, Smyth, and Webb—Five.

Nays—None.

REPORT TRANSMITTING FORM OF LEASE WITH LEO GOTZ FOR CERTAIN ACREAGE LAND.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, March 19, 1902.

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

GENTLEMEN—Your Committee on Finance 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 are to be used for farming and grazing purposes by Leo Gotz, of Riverside, Cook County, Illinois, at the annual rental of thirty-five dollars per annum, payable in advance. Said land is described as follows: That part of the Northwest ¼ 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 south line of the right of way of the Chicago, Santa Fe & California Railway Company containing ten acres more or less, situated in the County of Cook and State of Illinois. 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 as above set forth for the land above described, when said party on his part shall have executed the same and complied with the conditions thereof, which may be deemed necessary as conditions precedent to the execution of this lease.

Respectfully submitted,
FRANK X. CLOIDT,
WM. H. BAKER,
WM. LEGNER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
Committee on Finance.

On motion of Mr. Cloidt, seconded by Mr. Legner, the report was adopted and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Cloidt, Legner, Smyth and Webb—Five.

Nays—None.

(Accompanied by form of lease in duplicate, the terms of which are identical with those of the lease to Leo Gotz, as printed on page 7104 of the Proceedings of March 20, 1901, except that part pertaining to dates.

REPORT TRANSMITTING FORM OF LEASE WITH JOSEPH POLAREK FOR CERTAIN FARMING LAND.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, March 19, 1902.

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

GENTLEMEN — The Committee on Finance 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 are to be used for farming and grazing purposes by Joseph Polarek, of Sag Bridge, Cook County, Illinois, at an annual rental of twenty-eight dollars per annum, payable in advance; said lands being described as follows:

That part of Section 11, Township 37 North, Range 11, East of the Third Principal Meridian, lying southeasterly of a line 200 feet distant from and parallel to the southerly bank of the Main Drainage Channel and northwesterly of the westerly right of way line of the Illinois and Michigan Canal. The said land is located on Section 4 of the Main Drainage Channel, and contains eight acres more or less; situated in the County of Cook 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 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,
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. H. BAKER,
WM. LEGNER,
THOMAS A. SMYTH,
Committee on Finance.

On motion of Mr. Cloidt, seconded by Mr. Baker, the report was adopted, and the recommendations contained therein concurred in.

Yeas—Messrs. Baker, Cloidt, Legner, Smyth and Wenter—Five.

Nays—None.

(*Accompanied by form of lease in duplicate, the terms of which are identical with those of the lease to George Nagel, as printed on page 7101 of the Proceedings of March 20, 1901, except that part pertaining to name of party, amount of rental, description of land, duration of lease and dates.*)

PROPOSITION FOR SETTLEMENT OF THE SUIT OF PHILIP M. PRESCOTT AGAINST THE SANITARY DISTRICT.

The Clerk presented the following communication from P. H. Keenan, attorney for Philip M. Prescott:

CHICAGO, March 19, 1902.

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

GENTLEMEN—In the matter of the suit of Philip M. Prescott vs. the Sanitary District of Chicago, entered June 7th, 1900, in the Circuit Court of Cook County, for the specific performance of a contract in relation to land lying in Section eleven, in the Town of Lyons, owned by said Philip M. Prescott, as attorney for Mr. Prescott, I am authorized to state that for the sum of $7,000.00 the Sanitary District shall be released from all claims of whatsoever kind arising out of said contract; that said suit shall be dismissed and that said contract shall be cancelled.

Respectfully yours,

P. H. KEENAN,

Attorney for

PHILIP M. PRESCOTT.

Mr. Cloidt, seconded by Mr. Baker, moved that the above communication be referred to the Committee on Finance.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Baker, the Board adjourned.

A. R. Porter.

CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 26, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixtieth 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 26, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Cloidt, Smyth, Webb and Wenter—Six.

Absent—Messrs. Carter, Jones and Legner—Three.

Mr. Legner arriving subsequently.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Wenter, the minutes of the regular meeting held March 19, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, March, 1902)	$ 7,790 84	
Engineering Department (discharge, March, 1902)	40 00	
		$ 7,830 84
Clerical Department (Clerk's, March, 1902)		958 33
Law Department (Attorney's, March, 1902)		2,591 64

Treasury Department (Treasurer's, March, 1902)		$ 375 00
General Account (General, March, 1902)	$ 205 00	
General Account (Trustees', March, 1902)	2,333 33	
		2,538 33
Police Department (Marshal's, March, 1902)		1,733 28
Maintenance Account (Controlling Works, March, 1902)		550 00
Total		$ 16,577 42

LAW DEPARTMENT.

Henry J. Schluntz, Clerk (Ray case record for Supreme Court)	$ 50 00	
Callaghan & Co. (law books)	12 25	
Edward Thompson (law books)	24 00	
Wm. V. Werner (livery account, Western Tin Plate Mill case)	19 00	
E. C. Shaw (court reporting, Ray vs. District)	277 65	
		382 90

GENERAL ACCOUNT.

Chicago Telephone Company (telephone and toll service)	$ 336 37	
The Distler-Harper Manufacturing Company (account streams examination)	18 50	
American Express Company (account streams examination)	5 35	
John F. Higgins (binding 1901 Proceedings)	86 70	
		446 92
Grand total		$ 17,407 24

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Smyth, Webb and Wenter—Six.

Nays—None.

ANNUAL REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the annual report of the Clerical Department for the year ending December 31, 1901, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

CHICAGO, March 26, 1902.

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

GENTLEMEN—I present herewith the annual report of the Clerical Department for the year ending December 31, 1901.

During the year there has been received the sum of $1,340,394.06. Of this total amount the principal items are: Taxes for the year 1901, the sum of $1,285,772 07; delinquent taxes for 1900 and prior years, the sum of $18,965.60; for interest on bank balances, the sum of $24,287.45.

Disbursements for the year were $2,993,-462.89. Aside from regular departmental expenses, of the foregoing total, among the more important items, there was expended for construction work $644,674.78; for purchase of right of way, $112,035.89; for payment of maturing bonds, $780,000.00; for interest on bonds, $626,200.00; for redemption of warrants drawn against the tax levy for 1899, $35,217.31; for the same against the tax levy for 1900, $379,209.17; for interest on tax warrants redeemed, $27,175.63; for maintenance of Bridgeport Pumping Works, $15,207.60; for capitilization and maintenance of bridges, $72,-356.10.

The total amount of bonds issued from the organization of the District to December 31, 1901, is $18,365,000.00 and of this amount the sum of $5,140,000.00 has already been redeemed, leaving the sum of $13,-225,000.00 outstanding on December 31, 1901.

Of the total warrants issued against the various tax levies, all have been redeemed except the sum of $10,963,39 issued against

the tax levy for 1896, which is still outstanding.

The Western Dredging and Improvement Company, contractors for Section "C" of the Main Channel, having made a settlement of the claim of J. O. Wright, I paid over to them on June 12, 1901, the sum of seventy-five hundred dollars ($7,500) being the amount retained by order of your Honorable Body, passed December 14, 1898 (page 3523 of the Proceedings), the receipt for the amount and the release and receipt of J. O. Wright are attached to the final voucher of the Western Dredging and Improvement Company, number 623 to 630, (paid by warrants drawn against the tax levy for 1898) on file in this department.

The following are 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, as equalized by the State Board of Equalization:

For the year 1890	$217,458,360 00
For the year 1891	254,011,212 00
For the year 1892	241,369,737 00
For the year 1893	242,438,304 00
For the year 1894	244,253,105 00
For the year 1895	240,144,952 00
For the year 1896	241,324,319 00
For the year 1897	229,485,977 00
For the year 1898	218,299,977 00
For the year 1899	338,674,447 00
For the year 1900	269,287,109 00
For the year 1901	365,172,502 00

In the tables attached hereto and made a part of this report will be found detailed statements showing receipts and disbursements for the past year, and also from the organization of the District to December 31, 1901.

Respectfully submitted,

A. R. PORTER, Clerk.

SUMMARY OF NET RECEIPTS AND DISBURSEMENTS—SANITARY DISTRICT OF CHICAGO—FOR THE YEAR ENDING DECEMBER 31, 1901.

Receipts.

Balance on hand January 1, 1901		$1,808,015 48
Taxes for 1901 collected	$1,285,772 07	
Delinquent taxes for 1900 and prior years collected	18,965 60	
Interest on deposits	24,287 45	
C. C. Gilbert, Attorney, (Emergency Fund returned)	3,034 57	
A. R. Porter, Clerk, (Emergency Fund returned)	6,024 38	
Halvorson, Richards & Co.	2,258 84	
Thos. Moulding Co. (cement sacks returned)	51 15	
Total		1,340,394 06
Grand total		$3,148,409 54

Disbursements.

Right of way	$112,035 89
Main Channel construction	12,818 54
Bridge construction, Main Channel	68,856 60
Controlling Works at Lockport	16,286 41
Joliet project	57,727 81
Chicago River dredging, docking, etc	159,017 87
Bridge construction, Chicago River	329,811 79
I. & M. Canal improvement at Bridgeport	206 91
Capitalization and maintenance of bridges	72,356 10
Bond Account, 1st issue (bonds retired)	100,000 00
Bond Account, 2nd issue (bonds retired)	150,000 00
Bond Account, 3rd issue (bonds retired)	150,000 00
Bond Account, 4th issue (bonds retired)	200,000 00
Bond Account, 5th issue (bonds retired)	40,000 00
Bond Account, 6th issue (bonds retired)	40,000 00
Bond Account, 9th issue (bonds retired)	50,000 00
Bond Account, 10th issue (bonds retired)	50,000 00
Interest on bonds	626,200 00
Tax Levy 1899 (warrants redeemed)	35,217 31
Tax Levy 1900 (warrants redeemed)	379,209 17

Interest on Tax Warrants redeemed	$ 27,175 63	
Engineering Department	115,334 71	
Clerical Department	12,050 39	
Law Department	63,333 80	
Treasury Department	4,605 75	
Police Department	21,186 70	
General Account	61,545 44	
Maintenance Account	8,572 94	
Dock and Land Improvement and Rental Account	2,476 26	
Land damages	5,150 00	
Bridgeport Pumping Works	15,207 60	
Telephone line	2,465 67	
Taxes on land, Will County	2,585 56	
Maintenance of highway bridges	14 55	
Isham Randolph, Chief Engineer	22 90	
Arthur R. Reynolds, Director Streams Examination	200 00	
Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company	56 25	
Chicago Junction Railway Company	28 13	
Chicago Terminal Transfer Railroad Company	28 12	
Heldmaier & Neu	150 84	
Smith & Eastman	1,527 25	
Total		$ 2,993,462 89
*Balance on hand December 31, 1901		154,946 65
		$ 3,148,409 54

*Adding to this balance of $154,946.65 the sum of $744,930.41, being the amount of outstanding regular warrants not yet presented to the Treasurer for payment, we have the sum of $899,877.06, which is the cash balance in the hands of the Treasurer December 31, 1901, as shown by his annual report for the year ending December 31, 1901.

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

Isham Randolph, Chief Engineer	$ 4,500 00
A. R. Porter, Clerk	7,000 00
James Todd, Attorney	2,000 00
Seymour Jones, Principal Assistant Attorney	300 00
Arthur R. Reynolds, Director Streams Examination	500 00
Total	$ 14,300 00

SUMMARY OF NET RECEIPTS AND DISBURSEMENTS—SANITARY DISTRICT OF CHICAGO, FROM ORGANIZATION TO DECEMBER 31, 1901.

Receipts.

Tax collected		$23,931,663 84
Bond Account, 1st issue (bonds outstanding)	$ 1,100,000 00	
Bond Account, 2d issue (bonds outstanding)	1,800,000 00	
Bond Account, 3d issue (bonds outstanding)	1,950,000 00	
Bond Account, 4th issue (bonds outstanding)	2,600,000 00	
Bond Account, 5th issue (bonds outstanding)	560,000 00	
Bond Account, 6th issue (bonds outstanding)	600,000 00	
Bond Account, 7th issue (bonds outstanding)	200,000 00	
Bond Account, 8th issue (bonds outstanding)	190,000 00	
Bond Account, 9th issue (bonds outstanding)	900,000 00	
Bond Account, 10th issue (bonds outstanding)	950,000 00	
Bond Account, 11th issue (bonds outstanding)	2,375,000 00	
		$13,225,000 00
Interests on deposits		246,414 56
Tax Levy, 1896 (warrants outstanding)		10,963 39
Total receipts		$37,414,041 79

Disbursements.

Right of way		$ 3,378,835 25
River Diversion Construction	$ 1,000,186 38	
Bridge Construction, River Diversion	142,391 94	
Main Channel Construction	18,495,249 12	
Bridge Construction, Main Channel	1,913,089 57	
Controlling Works at Lockport	319,495 54	
Bridge Construction, Controlling Works	7,873 35	
Joliet Project	1,260,693 77	
Bridge Construction, Joliet Project	269,612 96	
Chicago River Dredging, Docking, etc.	1,155,351 97	
Bridge Construction, Chicago River	770,376 35	
I. and M. Canal Improvement at Bridgeport	77,016 08	
		$25,411,337 03
Capitalization and Maintenance of Bridges		354,552 30
Engineering Department		1,614,473 61
Clerical Department		125,157 78
Law Department		453,085 62
Treasury Department		23,341 21
Police Department		314,472 34
General Account		634,720 29
Maintenance Account		115,255 13
Interest on Bonds		4,082,938 26
Interest on Tax Warrants		468,169 17
Dock and Land Improvement and Rental Account		6,738 98
Land Damages		66,132 90
Personal Injuries Account		1,685 60
Bridgeport Pumping Works		90,388 80
Special Commissioners. Chicago Drainage Canal		33,075 97
Taxes on Land, Cook County		2,956 45
Taxes on Land, DuPage County		1 77
Taxes on Land, Will County		14,202 48
Telephone Line		10,409 33
Maintenance of Highway Bridges		14 55
Pittsburgh, C., C. & St. L. Ry. Co.		1,133 25
Chicago Junction Railway Company		566 63
Chicago Terminal Transfer Railroad Company		566 62
Weir, McKechney & Co.		22,118 14
Streeter & Kenefick		5,020 02
E. D. Smith & Co.		2,400 00
Heldmaier & Neu		290 84
Scherzer Rolling Lift Bridge Company		4,719 82
Smith & Eastman		6,035 00
Total disbursements		$37,244,795 14
Emergency funds in hands of department officials	$ 14,300 00	
Balance in hands of Treasurer	154,946 65	
		169,246 65
		$37,414,041 79

ANNUAL REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the annual report of the Treasury Department for the year ending December 31, 1901, which, by unanimous consent, was ordered printed in the proceedings and placed on file.

The following is the report:

RECEIPTS AND DISBURSEMENTS, TREASURY DEPARTMENT, SANITARY DIRTRICT OF CHICAGO, YEAR ENDING DECEMBER 31, 1901.

Receipts.

Balance on hand December 31. 1900		$1,826,544 99
From Tax Levy 1900	$1,304,737 67	
From Interest on Bank Balances	24,274 73	
From A. R. Porter, Clerk	15,792 67	
Total Receipts		$ 1.344,805 07
		$ 3,171.350 06

Disbursements.

Paid Warrants drawn against Treasurer	$1.184.395 89	
Paid Tax Warrants	414,426 48	
Paid Interest on Tax Warrants	27,175 63	
Paid Bonds	300,000 00	
Paid Interest on Bonds	345,475 00	
Total Disbursements		$ 2,271,473 00
Balance on hand December 31, 1901		899,877 06
		$ 3.171.350 06

Respectfully submitted,

CHICAGO, March 26. 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

CLERK'S REPORT IN REFERENCE TO DEPOSIT OF TAX WARRANT WITH THE TREASURER OF THE DISTRICT.

The Clerk presented the following report, relative to having deposited with the Treasurer of the District Tax Warrant No. 1099, in accordance with the order of the Board of December 11, 1901:

CHICAGO, March 26, 1902.

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

GENTLEMEN—Pursuant to the order of your Honorable Body, passed December 11, 1901 (page 7517 of Proceedings), I have this day deposited with the Treasurer of the District, Tax Warrant No. 1099, drawn against the tax levy for 1896, for the sum of fifty-seven hundred fifty dollars and forty-eight cents ($5,750.48), and issued to Smith & Eastman under date of December 18, 1896, and the proceeds of same, including interest thereon to October 15, 1897, aggregating the sum of six thousand and thirty-five dollars ($6,035.00) have been credited on the books of the District to the account of Smith & Eastman.

Attached hereto is the receipt of the Treasurer.

Respectfully submitted,

A. R. PORTER,
Clerk.

(One enclosure.)

By unanimous consent, the report was received, ordered printed in the proceedings, and the accompanying receipt of the Treasurer placed on file.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR WORK ON SECTION SEVENTEEN, MAIN CHANNEL.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to, and accompanied by, the final certificate of the Chief Engineer of the District, in regard to the completion of the contract with Heldmaier & Neu, for work performed on Section "17" of the Main Channel.

The report is as follows:

CHICAGO, March 26, 1902.

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

GENTLEMEN—The Committee on Engi-

neering, to which was referred the final certificate of the Chief Engineer in favor of Heldmaier & Neu on the contract dated April 28, 1898, and as per order of Chief Engineer, dated January 16, 1899, and as per authority of the Committee on Engineering, dated March 14, 1899, and as per orders of Chief Engineer dated March 27, 1900, and July 27, 1900, for work done on Section "17" of the Main Channel.

The Committee advises that the subject matter thereof has been fully considered by the committee, and 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 twenty-six dollars and eighty-five cents to the said Heldmaier & Neu, when they shall have filed with the District a receipt and release in full of all claims or demands arising from or growing out of the said contract aforesaid.

Respectfully submitted,

J. C. BRADEN,
Chairman.
WM. H. BAKER,
FRANK X. CLOIDT,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

FINAL CERTIFICATE OF THE CHIEF ENGINEER FOR WORK ON SECTION "17," MAIN CHANNEL.

CHICAGO, March 11, 1902.

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

GENTLEMEN—I hereby certify that Heldmaier & Neu, contractors for Section No. 17, have completed the work covered by their contract with the Sanitary District of Chicago, dated April 29, 1898, as well as that covered by the sundry subsequent orders of the Chief Engineer given under the extra work clause of the said contract. None of this work was completed within the periods of time allotted in the contract, and by reason of this failure some of the work actually done accomplished no good purpose. Owing to extraordinary difficulties encountered by these contractors due to having to contend with high water and other adverse conditions, these shortcomings, which have all along been known to your Honorable Body, have been condoned and payments have been made on the work long after the expiration of the time set for the completion of the various parts of the work. The obvious and justifiable reason being in the recognized difficulties of the work, and in the further fact that time was actually saved by permitting these contractors to carry the contract through to completion over what would have been effected had the work been taken from them and re-let to other parties who would have to procure the equipment needed for the work.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

The volume and value of work done is as follows:

Solid rock excavation, 341,217 cu. yds. at 63c	$ 214,966 71
Earth excavation, 295,780 cu. yds. at 29c	85,776 20
Levee construction, 14,811 cu. yds. at 39c	5,776 29
Open ditch, Order I., lump sum, 100 per cent	10,750 00
Tail race excavation, Order II., 57,411 cu. yds. at $1.43	82,097 73
Rip rapping, Order IV., 5,099 cu. yds. at 60c	3,059 40
Completion of cribbing, Order V., 648,678 ft. B. M. at $18.75	12,162 71
Sinking and filling cribbing, Order V., 15,046 ft. B. M. at 32c	4,814 72
Raising tow path retaining wall, Order VI., 3,505 ft. B. M. at $4.80	16,824 00
Raising tow path, Order VII., 10,441 ft. B. M. at 30c	3,132 30
Concrete for bridge and wall, Order VIII., 898.8 ft. B M., at $8.85	7,954 38
Construction of boom, etc., Order IX, lump sum, 100 per cent	5,560 00
Excavation, tail race pockets, 1,296 ft. B. M. at $1.50	1,944 00
Concrete, tail race pockets, 950.6 ft. B. M. at $8.85	8,412 81
Back filling, tail race pockets, 298 ft. B. M. at 50c	149 00
Earth excavation, Chief Engineer's order, July 27, 1900, 36,375 ft. B. M. at 75c	27,281 25
Rock excavation, Chief Engineer's	

order, July 27, 1900, 2,345 ft. B. M. at $1.00	$ 2,345 00
Total amount to date	$ 493,006 50
Less amount on previous estimate	483,279 65
Amount due and unpaid	$ 9,726 85

Respectfully submitted.
ISHAM RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO SALE OF CERTAIN DIMENSION STONE TO THE QUARRIES OPERATING COMPANY.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, March 26, 1902

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

GENTLEMEN—The Committee on Finance herewith reports a proposition of the Quarries Operating Company for the purchase of 1,370 cubic yards of dimension stone belonging to the District, now located on the northerly bank of the Main Channel, 1,500 feet, more or less, northeasterly from the Santa Fe Railroad bridge at Lemont.

The Committee, having duly considered the proposition, advises that the price offered, ten hundred and fifty ($1,050 00) dollars, is reasonable, and, therefore, recommends that the Clerk be empowered to sell the said stone to the said Quarries Operating Company, the same to be removed under the direction of the Chief Engineer.

Respectfully submitted,
FRANK X. CLOIDT,
WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Finance.

On motion of Mr. Cloidt, seconded by Mr. Wenter, the report was adopted and the recommendations contained therein concurred in.

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT ACCEPTING PROPOSITION OF THE C. A. PALTZER LUMBER COMPANY TO REMOVE AND RE-BUILD CERTAIN SHEDS, ETC., LOCATED ON THE PROPERTY PURCHASED FROM THE NORTHWESTERN UNIVERSITY.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, March 26, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports a proposition from the C. A. Paltzer Lumber Company to remove the sheds, lumber, planking, shingles, laths, etc., and to rebuild said sheds now situated on the property recently purchased by the Sanitary District from the Northwestern University, on the payment to it of the sum of nine hundred and sixty-five dollars.

The Committee advises that said company is the tenant of said University and herewith presents the opinion of the Attorney in regard to the liability of the District for entering upon said property for the purpose of building a dock (without the consent of said C. A. Paltzer Company.)

The Committee, therefore, recommends that the proposition of said C. A. Paltzer Company be accepted; the work of removing said sheds, planking, etc., to begin at once; and that the President and Clerk be authorized and directed to pay, in the usual manner, the sum of $965.00 to the said Paltzer Company upon the completion of said work.

Respectfully submitted,
FRANK X. CLOIDT,
WM. H. BAKER,
FRANK WENTER,
THOMAS J. WEBB,
J. C. BRADEN,
THOMAS A. SMYTH,
Committee on Finance.

(Two enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT TRANSMITTING FORM OF LEASE FOR CERTAIN DOCKAGE LANDS TO THE QUARRIES OPERATING COMPANY.

Mr. Cloidt, member of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, March 26, 1901.

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

GENTLEMEN—The Committee on Finance, to which was referred the communication of the Quarries Operating Company, containing a proposition for a lease of dockage lands belonging to the District, herewith presents a form of lease to be executed by the District with the above mentioned party.

Said lease is for the term ending December 31st, 1902, at a rental of two dollars per lineal foot of water front, and is in conformity with the form ordered by the Board of Trustees for use in cases as above.

The Committee, therefore, recommends that the President and Clerk be authorized and directed to execute said lease on behalf of the District to the party as above set forth; the said party having executed the same and having complied with the terms and conditions thereof.

Respectfully submitted,

FRANK X. CLOIDT,
WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Finance.

(One enclosure.)

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

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

The following is the form of lease with the Quarries Operating Company, as executed:

THIS INDENTURE, Made this 26th day of March, A. D. 1902, by and between The Sanitary District of Chicago, party of the first part, and The Quarries Operating Company, a corporation, party of the second part;

WITNESSETH, That 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 County of Cook, and State of Illinois, known and described as follows, to-wit:

A strip of land in the northwest quarter of Section twenty-one (21), Township thirty-seven (37) north, Range eleven (11) east of the Third Principal Meridian, beginning at a point on the north dock line of the Main Drainage Channel opposite Station 1094+6; running thence southwesterly along said dock line for a distance of one hundred and thirty (130) feet; thence north two hundred and twenty-four and fifty-five one-hundredths (224.55) feet; thence east one hundred and twenty-one and four-tenths (121.4) feet; thence south to the point of beginning.

Also a strip of land twenty-five (25) feet wide, to be used as a roadway, the center line of which commences at a point two hundred and forty-seven and nine-tenths (247.9) feet east of the point where the County line intersects the north right of way line of The Sanitary District; thence in a curve across the River Diversion; thence southwesterly to a point on the north line of the first described piece of land twelve and one-half feet westerly of the northeast corner thereof. To be used for the purposes of shipping stone.

To have and to hold the above described premises unto the party of the second part, its successors and assigns, from the 26th day of March, A. D. 1902, for and during and until the 31st day of December, A. D. 1902.

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 the City of Chicago, the sum of two dollars ($2.00) per lineal or running foot of waterfront per annum, payable in advance.

It is hereby expressly agreed by and between the parties hereto that the said party of the second part, its successors and assigns, will use said abov described premises for docking

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 whatever, 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 itself the right, to 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 their first and former state. Said party of the first part hereby covenants and agrees, that in case it does terminate this lease as above provided, and for no cause given by the said party of the second part, it will pay to said party of the second part such sum of money as will 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 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 upon said premises, pending the existence of this lease, or if at any time after said 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 tax, rates or assessment, it shall be lawful for the said 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, 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 upon 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 (1) 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 (10) 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 the 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 the same, after first paying all costs and expenses of said sale, including commissions and attorneys' fees, retain to itself the whole amount due on said lease up to the date of said sale, rendering the surplus, if any, to the said party of the second part, its successors or assigns, 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 the County of Cook, and the directions of the health officers thereof, 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.

And 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 any default shall be made in any of the covenants contained to be kept by the party of the second part, its successors and 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 repossess and enjoy as in their 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 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, attorney or assigns, a valid and first lien upon any and all goods, chattels and 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 and 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, attorney or assigns, immediately upon the termination of said term as aforesaid; and if it shall remain in possession of the same one (1) day after notice of such default, or after the termination of this lease, in any of the ways above named, they 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, also, hereby agrees that in case any additional taxes are levied 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 agreed and understood 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 or privileges of the party of the second part.

The said party of the second part further agrees not to remove any buildings or improvements from said premises without the written assent of the said party of the first part, and that the said second party shall pay and discharge all costs and attorneys' 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.

It is further agreed by and between the parties aforesaid that the said party of the second part be, and it is hereby given permission to construct a bridge across the River Diversion on the right of way of said first party, said bridge to be constructed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago; that at the expiration of this lease, or at the expiration of the period when the relation of said lessor and lessee ceases to exist between the Sanitary District of Chicago and the said The Quarries Operating Company, or at any time in the opinion of the Board of Trustees it becomes desirable to remove said bridge from crossing the said River Diversion, the said Quarries Operating Company proceed, upon sixty (60) days' notice to remove the said bridge, to at once remove the same.

Said party of the second part shall save the Sanitary District of Chicago harmless from any and all damages to person or property growing out of the construction or use of said bridge.

In Witness Whereof, the said parties have

hereunto set their hands and seals the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO.

[SEAL] By THOMAS A. SMYTH,
Its President.

Attest:

A. R. PORTER,
Clerk.

QUARRIES OPERATING COMPANY,

[SEAL] BY HUGH YOUNG,
President.

Attest:

ROB'T. KELDAY,
Treasurer and Acting Secretary.

(Accompanied by plat showing the premises leased).

ORDER IN REFERENCE TO PROCEEDING WITH CONDEMNATION SUITS OF RIVER PROPERTY AND CONSTRUCTION OF NEW BRIDGES.

Mr. Wenter presented the following order:

"WHEREAS, The present administrative force is sufficiently adequate to make a more substantial progress in the widening of the Chicago River and in the rebuilding of bridges crossing the same;

Therefore be it ordered, That the Law Department make all necessary preparation for the condemnation of such lands required that could not be acquired at reasonable prices by the Committee on Finance.

Furthermore be it ordered, That the Chief Engineer submit a plan at the next meeting of this Board, or to the Committee on Engineering, as to the number of new bridges that can be undertaken for rebuilding, in anticipation of such bridges as Ashland Avenue, Main and Canal Streets being completed in the near future."

Mr. Cloidt, seconded by Mr. Webb, moved that the order be referred to the Committee on Engineering for further consideration.

The motion prevailed unanimously, and it was so ordered.

ACCEPTANCE OF PROPOSITION FROM THE GOHEEN MANUFACTURING COMPANY TO WATERPROOF WEIGHT PITS IN ABUTMENTS OF CANAL STREET BRIDGE.

Chief Engineer Randolph presented a proposition from the Goheen Manufacturing Company, relative to waterproofing the two south side weight pits in the abutments of the Canal Street Bridge, now in course of construction; said company offering to coat all the accessible interior area, or so much thereof as can be made accessible by the removal of such steel construction as may cover them, with three-fourths of an inch of their hydrolite cement coating, and guaranteeing that the area covered will be rendered perfectly water tight and impermeable, such work to be performed for the sum of $235.31; the Chief Engineer recommending that the proposition of said company be accepted.

Mr. Wenter, seconded by Mr. Legner, moved that the Chief Engineer be empowered and directed to have such work performed at a cost not to exceed the sum of $235.31.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

REQUEST FOR RELEASE OF BOND ON CONTRACT FOR SUPERSTRUCTURE OF THE EIGHT-TRACK BRIDGE.

The Clerk presented a communication from Winston, Babcock, Strawn & Shaw, attorneys for the A. & P. Roberts Company, requesting that the bond given by said company, on its contract for the construction of the superstructure of the Eight-Track Bridge, be released, inasmuch as the contract has been completed, and final payment having been made by the District.

Mr. Braden, seconded by Mr. Wenter, moved that the communication be referred to the Committee on Finance with power to act.

The motion prevailed unanimously, and it was so ordered.

COMMUICATION FROM JOHN C. FETZER.

The Clerk presented a communication from John C. Fetzer, requesting information relative to obtaining permission from the District for an extension of the street car line in Western avenue.

On motion of Mr. Wenter, seconded by

Mr. Braden, the communication was referred to the Committee on Judiciary.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF MARCH, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartman, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer,	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
H. L. Evans, Rodman	93 75
Wm. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
John G. Horne, Rodman, 15 days	46 88
J. C, Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselberg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector,	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
Jos. A. White, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
M. F. Maher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Kellar, Inspector	93 75
John D. Atkinson, Inspector, 15 days	46 88
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	$ 125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Ellen Hubbard, Stenographer	85 00
B. J. Trickler, Carpenter, 16 days	40 00
	$7,830 84

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
	$2,591 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Haneyczewski, Patrolman	83 33
James A. Magner, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daley, Patrolman	83 33
James A. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Worth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,733 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 2, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 2, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Baker and Jones—Two.

Mr. Baker arriving subsequently.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Webb, the minutes of the regular meeting held March 26, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLL.

General Account (steamer Juliet, March, 1902)		$ 118 99

CONSTRUCTION ACCOUNT.

The Atchison, Topeka and Santa Fe Railway Company (account Belt Railway Company's Permanent Bridge, Section K)	$ 12,093 63	
Lydon & Drews Company (Canal Street Bridge, Apr'l 1, 1902)	5,131 88	
Lydon & Drews Company (Main Street Bridge, April 1, 1902)	8,640 19	
Lydon & Drews Company (State Street Bridge, March 31, 1902)	2,375 63	
Jackson & Corbett Company (Randolph Street Bridge, March 31, 1902)	8,131 11	
		$ 36,372 44

GENERAL ACCOUNT.

Arthur R. Reynolds (account streams examination)	$ 499 30	
Crerar, Adams & Co. (account steamer Juliet)	57 00	
		$ 556 30
Grand total		$ 37,047 73

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Braden, Carter, Cloidt, Legner, Smyth (*except as to voucher in favor of Arthur R. Reynolds, account Streams Examination, for $499.30, on which Mr. Smyth voted "nay,"*) Webb and Wenter—Seven. (*Except as above stated.*)

Nays—None. (*Except as above stated.*)

ORDER FOR THE PAYMENT OF SEMI-ANNUAL INTEREST ON ELEVENTH ISSUE OF FOUR PER CENT BONDS.

Mr. Carter presented and, seconded by Mr. Wenter, moved the passage 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 $47,500.00 to pay the semi-annual interest due April 1, 1902, on the eleventh issue of bonds of the Sanitary District of Chicago outstanding, being $2,375,000.00 at four (4) per cent. per annum, said amount to be charged by the Clerk to the proper account."

The roll being called, the order was passed by the following vote:

Yeas — Messrs. Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending March 31, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, April 2, 1902.

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, 1902, as the same have been reported to me:

Engineering Department	60
Clerical Department	4
Law Department	10
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	102

Respectfully submitted,

A. R. PORTER,
Clerk.

(Three enclosures.)

CLERK AUTHORIZED TO TRANSFER CERTAIN ACCOUNTS ON THE BOOKS OF THE DISTRICT.

The Clerk presented the following communication, requesting authority to transfer, on the books of the District, the sum of $4,719.82 from the account of the Scherzer Rolling Lift Bridge Company to the account of Bridge Construction, Main Channel:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Scherzer Rolling Lift Bridge Company stands charged on the books of the District with the sum of four thousand seven hundred nineteen dollars and eighty-two cents ($4,719.82). This charge was for certain anchor rods which were built into the foundation masonry of the Eight-Track (Campbell Avenue) Bridge. The material was purchased by McArthur Bros. and they were paid, as above, the sum of four thousand seven hundred nineteen dollars and eighty-two cents ($4,719.82) on February 13, 1900, and the amount charged to the Scherzer Rolling Lift Bridge Company. In the settlement made with the Scherzer Rolling Lift Bridge Company on February 17, 1900 (see page 6302 of Proceedings) this claim was

waived and released by the Sanitary District and is therefore no longer an asset of the District. I request your Honorable Body to authorize me to transfer the above amount from the account of the Scherzer Rolling Lift Bridge Company and charge same back to the account of Bridge Construction, Main Channel.

Respectfully submitted,

A. R. PORTER,

Clerk.

Mr. Carter, seconded by Mr. Cloidt, moved that the request of the Clerk be concurred in, and the communication printed in the Proceedings and placed on file.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Braden, Carter, Cloidt, Smyth, Webb and Wenter—Six.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of February, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for February, 1902.

Receipts.

Balance on hand at date of last report		$ 109,281 26
From sale of bonds, Bond Account	$ 2,000,000 00	
From premium and interest on bonds sold, Bond, Interest and Premium Account	54,131 56	
From Home Savings Bank, Interest Account	293 20	
From Equitable Trust Company, Interest Account	506 97	
From Chicago National Bank, Interest Account	879 13	
Total cash received for month		2,055,810 86
		$ 2,165,092 12

Disbursements.

Clerical Department	$ 1,005 42	
Treasury Department	377 25	
Engineering Department	9,311 77	
Construction Account	86,556 70	
Law Department	14,424 20	
Land Account	29,753 52	
General Account	7,955 82	
Maintenance Account	772 70	
Police Department	1,776 10	
Telephone Line	196 60	
Smith & Eastman	1,527 25	
Right of way	200 00	
Total cash disbursed		$ 153,857 33
Balance this date in banks, as per schedule endorsed hereon		2,011,234 79
		$ 2,165,092 12

Schedule.

Chicago National Bank	$ 1,237,027 25
Equitable Trust Company	500,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 2,011,234 79

CHICAGO, March 15, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT TRANSMITTING RECOMMENDATIONS OF THE SUB-COMMITTEE ON IMPROVEMENT OF THE NORTH BRANCH OF THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Committee on Engineering herewith presents the report of the Sub-Committee which has charge of the improvement of the North Branch of the Chicago River, and recommends that said report be concurred in by your Honorable body.

Respectfully submitted,

J. C. BRADEN,
Chairman,
Z. R. CARTER,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
FRANK WENTER,
THOMAS J. WEBB,
WM. LEGNER,
Committee on Engineering.

The following is the report of the Sub-Committee on Improvement of the North Branch of the Chicago River:

CHICAGO, March 31, 1902.

To the Honorable, Committee on Engineering:

GENTLEMEN—Your Sub-Committee, which has charge of the improvement of the North Branch of the Chicago River, from Belmont Avenue to Lawrence Avenue, to accomodate the flow from the Lawrence Avenue conduit, begs leave to report that negotiations have advanced to such a degree with the property holders along the proposed channel, that we think it expedient that an ordinance be prepared, properly outlining the proposed channel, so the proper descriptions may be had in making contracts with the said property owners.

Respectfully submitted,

THOMAS J. WEBB,
Chairman.
J. C. BRADEN,
WM. LEGNER,
Sub-Committee.

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

The roll being called, resulted as follows:

Yeas—Messrs. Braden, Carter, Smyth, Legner, Webb and Wenter—Six.

Nays—None.

REPORT ON REQUISITION FROM THE ENGINEERING DEPARTMENT FOR QUARTERLY SUPPLIES.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the requisition for supplies for the Engineering Department for the quarter ending June 30, 1902, herewith reports that the Committee has examined the said requisition, as per detailed list attached thereto, and recommends that the same be allowed.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
THOMAS J. WEBB,
Committee on Engineering.

The following is the requisition referred to in the report of the Committee:

"No. 608—Engineering Department—Supplies for quarter ending June 30, 1902, amounting to $296.70, as per schedule attached."

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Braden, Carter, Cloidt

Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT DIRECTING THE CHIEF ENGINEER TO COMPLETE CERTAIN WORK AT LEMOYNE AND LEMONT, ILL.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Committee on Finance, to which was referred the communication of E. P. Ripley, President of the Atchison, Topeka & Santa Fe Railway Company, in regard to unsettled matters between the District and said company, under contract dated May 25, 1896, herewith submits the report of the Chief Engineer and the opinion of the Attorney thereon.

The Committee advises that said report show that the contract has not been fully complied with, there being a deficiency in the width of the double-track embankment at Le Moyne and Lemont.

The Committee, therefore, recommends that the Chief Engineer be authorized and directed to complete the work above mentioned under the terms of said contract.

Respectfully submitted,

Z. R. CARTER,
Chairman.

J. C. BRADEN,
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(Three enclosures.)

On motion of Mr. Carter, seconded by Mr. Wenter, the report was adopted and the recommendations contained therein concurred in.

Yeas — Messrs. Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT TRANSMITTING FORM OF LEASE FOR CERTAIN ACREAGE LAND TO PATRICK C. SULLIVAN.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Committee on Finance 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 are to be used for farming and grazing purposes by Patrick C. Sullivan, of Lyons, Cook County, Ill., at a rental of seventy dollars per annum, payable in advance. (Said lands being described in the accompanying lease.)

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 party as above set forth, the said party having complied with the terms and conditions thereof which were deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,

Z. R. CARTER,
Chairman.

FRANK X. CLOIDT,
J. C. BRADEN.
FRANK WENTER,
WM. LEGNER,
THOMAS J. WEBB,
Committee on Finance.

(Accompanied by form of lease in duplicate.)

On motion of Mr. Carter, seconded by Mr. Wenter, the report was adopted and the recommendations contained therein concurred in.

The roll being called, resulted as follows:

Yeas—Messrs. Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

COMMUNICATION FROM THE ATTORNEY FOR THE ESTATE OF W. F. A. BERNAMER

The Clerk presented a communication from Jonas O. Hoover, attorney for the administratrix of the estate of W. F. A. Bernamer, deceased, requesting to be informed as to what amount, if any, is due the estate for legal services rendered to the District during the life of said deceased.

The communication, by unanimous consent, was referred to the Committee on Judiciary.

COMMUNICATION FROM HUTCHINSON & FAIRCHILD.

The Clerk presented a communication from Hutchinson & Fairchild, attorneys, requesting to be advised as to the action taken by the Board's Committee on Finance, with reference to certain land belonging to the estate of Joseph W. Drexel, which is to be acquired by the District for the widening of the Chicago River.

By unanimous consent the communication was referred to the Committee on Finance.

CLERK'S REPORT ON BIDS FOR THE HARNESS OF THE WATER POWER PLANT AT THE CONTROLLING WORKS.

Under the head of new business, the Clerk reported that no bids had been received in response to the advertisements inviting proposals for the harness of the water power plant at the Controlling Works, near Lockport, Ill.

In this connection the Clerk presented a communication and proposal from the Lombard Governor Company of Boston, Mass., offering to furnish the District with one of their type "B" governors, to be used in connection with the two vertical McCormick water wheels located on the plant near Lockport, for the sum of $1,150.00.

Mr. Braden, seconded by Mr. Legner, moved that the whole subject matter be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

REQUEST FROM THE CHIEF ENGINEER FOR THE APPOINTMENT OF AN ARBITRATOR.

The Clerk read a communication from Chief Engineer Randolph, addressed to President Smyth, requesting that an arbitrator be appointed to take up the questions at issue between the District and the Chicago Terminal Transfer Railroad Company, being in accordance with the contract dated December 6, 1898, under which the Chicago Terminal Transfer Railroad Company's bridge, crossing the Chicago River, was constructed.

Mr. Braden, seconded by Mr. Legner, moved that the communication from the Chief Engineer be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

COMMUNICATION FROM DR. ARTHUR R. REYNOLDS.

The Clerk read a communication from Dr. Arthur R. Reynolds, addressed to President Thomas A. Smyth, accompanied by a request from Professor Edwin O. Jordan for an assistant in connection with the bacteriological work in the streams examination between Peoria and St. Louis, and requesting authority to make the expenditure.

In this connection, Dr. Reynolds, who was present, stated that he regarded the work to be performed as essential to the completion of the report of the streams examination, and that it could be finished within three months.

Mr. Smyth, seconded by Mr. Legner, moved that the request of Dr. Reynolds be complied with, and that he be granted authority to expend a sum not to exceed $400 00 for the completion of the work.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 9, 1902

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

REGULAR MEETING.

The Five Hundred and Sixty-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 9th, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Wenter, the minutes of the regular meeting, held April 2, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLL.

General Account (streams examination, March, 1902).....$ 150 00

ENGINEERING DEPARTMENT.

G. M. Wisner (expense).....$ 7 05

D. C. Custer (expense)	$ 3 80	
Chas. Wink (expense)	10 62	
Wm. M. McCartney (expense)	15 13	
Wm. M. McCartney (expense)	8 55	
Samuel L. Hanks (ice, January, February and March, 1902)	19 50	
		64 65

CLERICAL DEPARTMENT.

Chicago Printing and Embossing Company (printing)	$ 7 25	
Samuel L. Hanks (ice, January, February and March, 1902)	15 00	
The Chicago Towel Supply Company (toweling, January, February and March, 1902)	6 00	
George E. Marshall & Co. (stationery)	28 43	
		56 68

LAW DEPARTMENT.

Economy Light and Power Company (electric light, Joliet office)	1 63

POLICE DEPARTMENT.

Samuel L. Hanks (ice, January, February and March, 1902)	7 50

GENERAL ACCOUNT.

Security Building Receivership (rent offices, April, 1902)	478 33

TAXES ON LAND, DUPAGE COUNTY, ILLINOIS

Frank E. Ayers, County Treasurer (taxes, 1893 to 1901, inclusive)	900 23
Grand total	$ 1,659 02

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of February, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, March 26, 1902.

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

GENTLEMEN—I have the honor to submit to you the report of the Law Department for the month of February, 1902.

The following are the expenses and disbursements of the Law Department for the month:

Special Counsel	$ 5,505 00
Attorney's roll	2 591 64
Special services	2,160 00
Witness Fees	563 97
General Expenses	380 82
Court reporting	936 95
Total expenses	$12,138 38

The following suits were begun during the month:

Star and Crescent Milling Company vs. the Sanitary District of Chicago, the City of Chicago, et. al; Gen. No. 224,782; in the Circuit Court of Cook County. This is a suit in case for $200,000.00 for damages to the plaintiff caused by the obstructing and destroying all access to the mill of said plaintiff by the erection of a Scherzer Rolling Lift Bridge across the South Branch of the Chicago River at Randolph street.

The Sanitary District of Chicago vs. Francis Livingston; Gen. No. 225,511; in the Circuit Court of Cook County. This is

a scire facias to revive a judgment entered against the defendant seven years ago for the sum of $156.67.

In the case of W. H. Wallace vs. the Steam Barge "H. Luella Worthington," et. al.; Gen. No. 9322; in the District Court of the United States, the court found that the current in the Chicago River, which was claimed to have caused the damages, did not exceed three miles per hour, as alleged by the libelant and, therefore, dismissed the petition as to the Sanitary District of Chicago.

In the case of Hawgood and Avery Transit Company vs. the Sanitary District of Chicago; Gen. No. 9341; in the District Court of the United States, the claim was for damages and delay caused by the vessel "Curry" getting fast between the coffer-dam and the old protection piers of the Chicago Terminal Transfer Railroad Company's bridge. The Secretary of War having granted permission to construct the new bridge on condition that the District maintain a channel forty-eight feet wide and seventeen feet deep, it was held by the court that the failure of the District to maintain the required width rendered it liable for the injury and referred the cause to Commissioner Mason to ascertain the amount of the damage.

In the case of James Ray vs. the Sanitary District of Chicago; in the Circuit Court of Will County; the jury returned a verdit finding the defendant guilty and assessing the plaintiff's damages at the sum of $180.00. Judge Small rendered a judgment upon this judgment, and also allowed the plaintiff the sum of $200.00 as attorney's fees.

An opinion was rendered in reference to the rights of the City of Chicago and the Chicago & Northwestern Railroad Company in the property required by the District in building the bridge across the Chicago River at State Street.

In addition to the above, the Department has been engaged in the preparation of the briefs on behalf of the Sanitary District in the case of Streeter & Kenefick vs. the Sanitary District and in attending to the current litigation.

Respectfully submitted,

JAMES TODD,
Attorney.

REPORT DIRECTING THE CHIEF ENGINEER TO RE-ADVERTISE FOR PROPOSALS FOR THE HARNESS OF THE WATER POWER PLANT AT THE CONTROLLING WORKS.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO, April 9, 1902.

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

GENTLEMEN—The Committee on Engineering which has had under advisement the matter of re-advertising for bids for the "Harness of the Water Power Plant at the Controlling Works," herewith recommends that the Engineer be instructed to re-advertise for said bids for a period of thirty (30) days in accordance with the former advertisement.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
WM. H. BAKER,
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. LEGNER,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

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

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR THE SUPERSTRUCTURE OF THE CHICAGO TERMINAL TRANSFER RAILROAD COMPANY'S BRIDGE

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to, and accompanied by, the vouchers and final certificate of the Chief Engineer of the District, in regard to the completion of the contract with the Pennsylvania Steel

Company, for the construction of the superstructure of the Chicago Terminal Transfer Railroad Company's bridge, crossing the Chicago River near Taylor Street.

The report is as follows:

CHICAGO, April 9, 1902

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

GENTLEMEN—The Committee on Engineering herewith transmits the final certificate of the Chief Engineer in favor of The Pennsylvania Steel Company on the contract for the construction of the superstructure of the Chicago Terminal Transfer Railroad Company's Bridge across the Chicago River near Taylor Street.

After having carefully examined said certificate, and considered the subject matter thereof, the Committee recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, the sum of one hundred and six thousand and eighty-one dollars and thirteen cents to said The Pennsylvania Steel Company, the amount found to be due in the Chief Engineer's certificates and final certificate 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 superstructure.

The Committee further recommends that the Sanitary District of Chicago waive all claims or demands which may exist against said The Pennsylvania Steel Company arising in any manner upon said contract.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

WM. H. BAKER,
Z. R. CARTER,
FRANK WENTER,
WM. LEGNER,
THOMAS J. WEBB,
Committee on Engineering.

(Forty-three enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

The following is the final certificate of the Chief Engineer for the superstructure of the Chicago Terminal Transfer Railroad Company's bridge; also the report on the claims for extras on account of said superstructure, and the communication transmitting voucher in favor of The Pennsylvania Steel Company for the sum of $11,225.96:

CHICAGO, February 28, 1902.

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

GENTLEMEN—I hereby certify that the Pennsylvania Steel Company has completed all of the work covered by its contract dated May 15th, 1899, for the superstructure of the Chicago Terminal Transfer Railroad Bridge across the Chicago River near Taylor Street (which structure was provided for in a certain contract between the said Railroad Company and the Sanitary District of Chicago, dated December 6, 1898, see page 5359 of Proceedings) in accordance with all of the terms thereof and to the satisfaction of the Chief Engineer, except as to the time of completion. The date set for completing in the contract was January 1 1900. The date at which track was laid on the bridge was October 30, 1901. I am in receipt of a letter from the Chief Engineer of the Chicago Terminal Transfer Railroad Company, under date of December 26, 1901, from which I quote as follows:

"This will serve to advise you that the Pennsylvania Steel Company have performed all of their work in connection with the construction of Taylor Street Bridge in a thorough workmanlike and satisfactory manner in accordance with plans and specifications prepared therefor, so far as the Pennsylvania Steel Company are concerned, and I consider their duty fully performed."

These contractors filed claims for extras on account of superstructure in March, 1900, amounting to $32,960 51. These claims were carefully considered by the Engineer of Bridges, Mr. Wm. M. Hughes, and the Chief Engineer, and on their recommendation your Honorable Board authorized a settlement on the basis of $19,616 61, which sum was to be "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," see pages 6594-6 of Proceedings.

Since the completion of the superstructure

work the Pennsylvania Steel Company has filed with me additional claims which are covered in a report which accompanies this certificate.

The following statement covers the superstructural work exclusive of contractors claims:

Contract price for superstructure, as per bid April 26, 1899		$214 560.00
Adjustment authorized May 31, 1900		
Structural steel, 236,801 lbs. at 4¾c	$11,248 04	
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	
Steel castings, track plates, 3,998 lbs. at 8½c	339.83	18,401 34
Extra cost of shop plans		580 27
Extra wires for cables crossing river		100 00
Changing six (6) step boxes to pillow blocks		90 00
Changing 4900 ⅞-inch rivets to 1-inch rivets		245.00
Special car for segmental girder due to increased weight		200.00
Total amount of superstructural contract and authorized adjustment		$234,116,61
Amount paid on previous estimates		140,469 97
Amount due and unpaid		$ 93,646 64

Respectfully submitted.

ISHAM RANDOLPH,
Chief Engineer.

CHICAGO, Feb. 28, 1902.

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

GENTLEMEN—I have to report as follows upon the claims of the Pennsylvania Steel Company for extras on account of superstructure of the Chicago, Terminal Transfer R. R. Bridge. My final certificate for said superstructure bears even date herewith.

These claims are as follows:

1.	Change in freight rate from Steelton to Chicago, taking effect October 31, 1899, 1,889 tons at $1.00	$ 1,889 00
	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
3.	Cost of renewal of Taylor Street bond cancelled by delays in securing certified plans to enable us to complete the work on original time specified	$ 140 00
4.	For amount paid field erectors to cover increase in union rates, May 1, 1900, 43,174¼ hours, at 5 cents	2,158 71
5.	Extra expenses for foreman and watchman, January 5th to February 5th, as covered by Kelly-Atkinson Co.'s bill February 5, 1901	332 00
6.	For miscellaneous changes on brake bands as covered by Kelly-Atkinson Co.'s bill, September 15 and October 4, 1901	82 04
7.	For extra work on rear piers due to error in location as covered by Kelly-Atkinson Co.'s bill of December 3, 1900	59 95
8	Extra for removing material from center pier to permanent bridge as covered by Kelly-Atkinson Co.'s bill, dated July 3, 1901	11 07
9.	For extra cost of diver to block up counter weight frame in order that erection might progress while water was in well hole	74 00
10	Extra labor cutting rock face of masonry to clear street to allow bridge to operate as covered by Kelly-Atkinson Co's bill of August 20, 1901	9 84
11.	For special ties over floor beam at center of span as covered by by Kelly-Atkinson Co.'s bill of August 20, 1901	22 92
12.	For extra bolts in bumping block as covered by Kelly-Atkinson Co.'s bill, August 29, 1901	16 18
13	For cast iron manhole covers not shown on original plans 1,050 lbs., at 4¼c	44 62
14.	For extra cable and supports required on account of deepening channel and change of location as covered by bill of G. P. Nichols & Bros., September 21, 1901	145 61
15.	For air pipe connections as covered by G. P. Nichols & Bros, bill of September 1, 1901	65 00
16.	For extra work in connection with substructure, cleaning out and cementing counterweight pockets according to direction of Engineer in charge, as covered by bill of Thos. Phee, Nov. 1, 1901	587 36
17.	For extra work in connection with substructure for cleaning out and cementing counter weight pockets according to	

direction of Engineer in charge, covered by bill of Thos. Phee, Dec. 6, 1901 ..... $ 171 98

$9,410 28

I have carefully considered each and every one of these claims as their merits were presented by a representative of the Pennsylvania Steel Company, and have learned all that is known about them by our own Engineer, and I have to report as follows:

Claims No. 1, 2 and 3 were passed upon and rejected in May, 1900, and no new argument has been put forward which should change the determination then arrived at, and in fact, the Pennsylvania Steel Company, through its representative, has withdrawn claims one and two since I have had the whole subject under consideration,

Claim No. 4, for increase in union wages is not, in my judgment sustained by the evidence advanced in support of it, and is rejected.

Claim No. 5, is not, in my judgment, a proper charge against this District and is rejected.

Claim No. 6 is for making good a defective piece of mechanism, and is rejected.

Claims No. 7 to 17 are, in my judgment, proper in character and amount, and are allowed.

A recapitulation shows the items of extra bills and my ruling on them as follows:

Claim No.	Character of Claim	Claims Allowed	Claim Rejected
1	Change of freight rates	.....	$ 1,889 00
2	Increased cost of counterweight	.....	3,600 00
3	Premium and bond, one year	.....	140 00
4	Advanced rate of wages, after May, 1900	.....	2,158 71
5	Extra expense of watchman, Jan. 5 to Feb. 5, 1901	.....	332 00
6	Miscellaneous changes in brake bands	.....	82 04
7	Extra work on rear piers	$ 59 95	.....
8	Extra for removing material from center pier	11 07	.....
9	Extra cost of diver, placing block in pit	74 00	.....
10	Extra labor, cutting off rock face of masonry	9 84	.....
11	Special ties at center of span	22 92	.....
12	Extra bolts in bumping posts	16 18	.....
13	Cast iron manhole covers	44 62	.....
14	Extra cable and supports	145 61	.....
15	Air pipe connections	65 00	.....
16	Extra work in connection with counterweight pits	587 36	.....
17	Extra work in connection with counterweight pits	171 98	.....
		$1,208 53	$ 8,201 75

Claims No. 1 and 2, amounting to $5,489.00, having been practically withdrawn by the company, as hereinbefore stated, after their merits were discussed with me, the actual amount of rejected claims is reduced to $2,712.71.

Claims No. 16 and 17 really related to the substructural part of the contract. The work was done on our order after I had passed upon the substructural claims, my report on which is dated October 30, 1901.

I attach copy of my letter to the Pennsylvania Steel Company, dated Feb. 24, 1902, covering these claims.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

CHICAGO, October 30, 1901.

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

GENTLEMEN—I transmit herewith voucher in favor of The Pennsylvania Steel Company for the sum of $11,225 96; the bills in detail are attached. I have gone carefully through these bills, item by item, with Mr. Wm. M. Hughes, our former bridge engineer, and with Mr. Theo. Buskirk, who has been actively in charge of the work for this District, and as a result of their statements to me, I am satisfied that the bills as rendered are just and proper charges against this District. The bulk of these charges grow out of changes made from time to time in the plans for the substructure. I say this notwithstanding that an examination of the bills will disclose the fact that by far the largest part of the charges will relate to the cost of restoring the coffer dam after it had been twice cut into and sections removed to admit of the passage of vessels. The necessity for restoring the coffer dam grew out of changes of plan, the work which these changes called for not having been completed and it being impossible to complete it without the protection of the coffer dam.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

ORDINANCE FOR E TABLISHING A ROUTE AND CONSTRUCTING AN ADJUNCT TO THE MAIN CHANNEL.

Mr. Webb presented an ordinance for laying out and establishing a route, and constructing an adjunct to the Main Channel of the Sanitary District, which was read, and moved, seconded by Mr. Wenter, that it be passed.

Mr. Carter offered a substitute for Section 3 of said ordinance, which was read by the Clerk, and moved, seconded by Mr. Smyth, as a substitute for Mr. Webb's motion, that the ordinance, and substitute for Section 3, be referred to the Committee on Judiciary without printing the same, and with directions to report back to the Board at its next meeting.

The motion prevailed unanimously, and t was so ordered.

The President, Mr. Smyth, then called Vice-President Cloidt to the chair.

COMMUICATION FROM JAMES A. SEDDON.

The Clerk presented a communication from James A. Seddon, accompanied by statement, for services in giving expert evidence in the case of Streeter & Kenefick vs. The Sanitary District.

Mr. Wenter, seconded by Mr. Smyth, moved that the communication and accompanying statement be referred to the Law Department.

The motion prevailed unanimously, and it was so ordered.

Under the head of new business, Mr. Carter offered the following motion:

"I move that the Chief Engineer of the District be given absolute control of the Engineering Department, and that he be directed and empowered to make any changes that he may deem necessary, either to advance the efficiency of the Department or to eliminate expenses."

The motion was seconded by Mr. Wenter.

The Chair called attention to Rule 38 of the Rules and Regulations of the Board, stating that he held Mr. Carter's motion to be superfluous, inasmuch as the Chief Engineer, under said rule, was given entire charge of the work of the Engineering Department, and full responsibility of all employes under him.

Mr. Braden thereupon moved the following substitute for Mr. Carter's motion:

"That the Chief Engineer be directed to report to the Committee on Engineering, at its meeting next Monday, whether Rule 38, and all matters pertaining thereto had been enforced."

The motion was seconded by Mr. Smyth.

The Chair directed the Clerk to call the roll on the substitute motion made by Mr. Braden, which resulted as follows:

Yeas — Messrs. Baker, Braden, Cloidt, Legner, Smyth and Webb—Six.

Nays—Messrs. Carter and Wenter—Two.

Upon this result, the Chair declared the motion carried.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 16, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 16, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Wenter, seconded by Mr. Carter, the minutes of the regular meeting held April 9, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Main Street Bridge, April 15, 1902)	$ 1,449 20	
Jackson & Corbett Company (Randolph Street Bridge, April 15, 1902)	6,179 86	
		$ 7,629 06

ENGINEERING DEPARTMENT.

Ralph Modjeski (mill inspection, bridge metal)	$ 78 83
A. J. Dunbar (hardware)	9 05
United States Blue Print Paper Company (blue prints)	8 81

Pearson Bros. (blue prints)	$ 18 92	
Chicago Engineer's Supply Company (supplies, launch "Ana Aina")	5 30	
California Manufacturing Company (lumber, launch "Ana Aina")	6 00	
Francis Beidler & Company (lumber, launch "Ana Aina")	4 91	
H. Channon Company (canvas, launch "Ana Aina")	4 30	
A. Sharp (blacksmithing, launch "Ana Aina")	12 65	
The Consumers' Company (Hydrox water)	11 25	
Eugene Dietzgen Company (positive prints)	15 17	
R. Seelig (gauge boards and repairs)	65 30	
J. E. Grady (expense)	9 20	
Keuffel & Esser Company (drafting supplies)	7 91	
		257 50

LAW DEPARTMENT.

Lawrence Nolan (witness fee, Jas. Sanford et al., vs. Sanitary District)	$ 5 00	
The Chicago Towel Supply Company (towelling, January, Eebruary and March, 1902)	7 50	
Samuel L. Hanks (ice, January, February and March, 1902)	7 50	
		20 00
Grand total		$ 7,906 56

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of March, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for March, 1902.

Receipts.

Balance on hand at date of last report		$ 2,011,234 79
From A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	$ 149 00	
From A. R. Porter, Clerk, Chicago River Dredging, Docking, Etc., Account.	360 08	
From A. R. Porter, Clerk, account Smith & Eastman	6,035 00	
From Town of Lyons, Sanitary District Tax Account	271 59	
From North Town, Sanitary District Tax Account	20,000 00	
From South Town, Sanitary District Tax Account	204,185 61	
From Town of Hyde Park, Sanitary District Tax Account	49,727 96	
From Chicago National Bank, Interest Account	1,897 08	
From Equitable Trust Company, Interest Account	917 86	
From Home Savings Bank, Interest Account	424 65	
Total cash received for month		283,968 83
		$ 2,295,203 62

Disbursements.

Clerical Department	$ 961 33
Treasury Department	375 00
Engineering Department	8,732 03

Construction Account	122,645 63	
Law Department	9,352 27	
Land Account	2,104 03	
General Account	5,697 83	
Police Department	1,733 28	
Maintenance Account	595 50	
Dock and Land Improvement and Rental Account	124 00	
Tax Warrant Paid, Levy 1896	5,750 48	
Interest on Tax Warrant Paid, Levy 1896	284 52	
Total cash disbursed		$ 158,355 90
Balance this date in banks, as per schedule endorsed hereon		2,136,847 72
		$ 2,295,203 62

Schedule.

Chicago National Bank	$ 1,112,640 18
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 2,136,847 72

CHICAGO, April 8, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT DIRECTING THE CHIEF ENGINEER TO ENFORCE THE RULES OF THE BOARD PERTAINING TO THE ENGINEERING DEPARTMENT.

Mr. Braden, Chairman of the Committee on Engineering, presented the following report from the Committee, accompanied by report from Chief Engineer Randolph, with reference to the enforcement of the Rules and Regulations of the Board relating to the Engineering Department:

CHICAGO, April 16, 1902.

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

GENTLEMEN—The Committee on Engineering herewith presents the report of the Chief Engineer on Rule 38 of the Rules and Regulations of the Sanitary District of Chicago, and recommends that the same be printed in the Proceedings and placed on file.

And the Committee further recommends that the Chief Engineer be requested to enforce all the rules of this Board regarding the Engineering Department; and that he is empowered to employ and discharge, under said rules, all the employes therein.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
WM. LEGNER,
THOMAS J. WEBB,
FRANK WENTER,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Legner, Webb and Wenter—Six.

Nays—None.

Excused and not voting—Messrs. Cloidt and Smyth—Two.

The following is the report from Chief Engineer Randolph to the Committee on Engineering:

CHICAGO, April 14, 1902.

To the Honorable, the Committee on Engineering:

GENTLEMEN—Pursuant to the order of the Board of Trustees passed on Wednesday, the 9th inst., requiring the Chief Engineer to report to your Honorable Committee at its meeting today whether Board Rule No. 38, relating to the Engineering Department, is being enforced, I submit the following:

Rule No. 38, as contained in the issue of Rules for 1901, reads as follows:

"The Chief Engineer shall have entire charge of the work of the Engineering Department, and shall organize and administer the same so as to secure a full record of the nature and cost of all operations, and full responsibility of all employes.

"But no person shall be elligible of ap-

pointment or employment in the Engineering Department hereafter who is not a resident of the Sanitary District and a citizen of the State of Illinois, or who has not declared his intention to become such, except by order of the Board and upon the recommendation of the Committee on Engineering."

For nearly nine years I have been the Chief Engineer of the Sanitary District and have had entire charge of the Engineering Department. I have organized and administered the Department so as to secure a full record of the nature and cost of all operations. The Rule places upon the Chief Engineer the full responsibility of all employes, but, beyond the authority necessary for organizing the Department, Rule 38 vests no power in the Chief Engineer. At the time the resolution was passed on the 9th inst. I had not the wording of the Rule fully in mind and I left the Board room with the impression that it was broader in its scope than it now appears.

Have I met the purpose of your inquiry or is it more far-reaching in its purpose?

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

REPORT GRANTING PERMISSION TO THE M'CORMICK HARVESTING MACHINE COMPANY TO LAY A TILE DRAIN THROUGH THE LAND OF THE DISTRICT.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, April 16, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the communication of the McCormick Harvesting Machine Company, requesting the privilege of running a tile drain through and on the land of the District to the Main Channel for the purpose of draining surface water from its property, herewith presents a form of permit to be executed by the District, and recommends that the President be authorized to execute the same.

Respectfully submitted,

JOS. C. BRADEN,
Chairman,
WM. H. BAKER,
Z. R. CARTER,
WM. LEGNER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

(One enclosure.)

Mr. Braden, 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 form of permit to the McCormick Harvesting Machine Company accompanying the report of the Committee:

Permission is hereby granted by the Sanitary District of Chicago to the McCormick Harvesting Machine Company, a corporation organized and existing under the laws of Illinois, to lay a tile drain through and upon the right of way of the Sanitary District of Chicago, lying north of the Northwest Boulevard, west of Western Avenue, east of the Panhandle tracks and south of the McCormick property, and draining into the Main Channel, for the purpose of draining the surface water from its property; subject, however, to the following conditions:

The use of said drain for the purpose of carrying off solids being hereby expressly prohibited.

The Sanitary District of Chicago reserves the right to revoke this permit at any time.

It is expressly agreed that if it becomes necessary in the exercise of the corporate uses of the District to cut said drain mentioned herein, then the same shall be done at the expense of the said McCormick Harvesting Machine Company, the said company hereby waiving any and all damages which may be incurred by reason thereof.

It is further agreed that the said McCormick Harvesting Machine Company shall construct said drain in a careful and workmanlike manner and do no unnecessary damage to the property or the bank of the channel; and that t

will restore said property to the same condition it was in before said drain was laid.

THE SANITARY DISTRICT OF CHICAGO.

By..... .....

Its President.

Dated: CHICAGO, ILL., April 16, 1902

The said McCormick Harvesting Machine Company hereby accepts said permit and agrees to the terms and conditions thereof.

.....

REPORT TRANSMITTING COMMUNICATIONS RELATIVE TO THE LIND BUILDING AT THE NORTHEAST CORNER OF RANDOLPH STREET AND THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, April 15, 1902.

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

GENTLEMEN—The Committee on Engineering herewith presents communications from the Northern Trust Company, as trustee under the last will and testament of Jonathan Abel, deceased, and T. Shea of the building department of the City of Chicago, in regard to conditions which have appeared in the Lind Building, occupied by H. Channon & Co., at the northeast corner of Randolph Street and the Chicago River; also copies of letters of the President of the Board in answer thereto.

The Committee recommends that said communications be printed in the Proceedings and placed on file.

Respectfully submitted,

JOS C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

Mr. Braden, 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 are the communications referred to in the report of the Committee:

CHICAGO, April 8, 1902.

To the Sanitary District of Chicago:

GENTLEMEN—The undersigned, The Northern Trust Company, as executor of the last will and testament of Jonathan Abel, deceased, is charged with the management and control of the building located on the northwest corner of Market and Randolph Streets, in the City of Chicago, upon lots known as the south half of Wharfing Lots 29, 30 and 31, according to survey and plat made thereof by Asa F. Bradley.

The Sanitary District in constructing the bridge across the South Branch of the Chicago River at Randolph Street has so conducted the work in constructing said bridge as to cause damage to the building on said lots.

We have had a thorough examination made by architects, and they have reported that they find the base of said building up to the top floor of the first story has slipped out of plumb, the same having slipped toward the river, approximately about eight inches; that from tests that they have made they find that the same has further slipped within a day or so that the crack has been opened wider, and tiling has fallen from the inside of the building, which we think is caused by the construction of said bridge.

They further report that upon withdrawing the sheet piling there will be imminent danger of wrecking the building.

Now this is to notify you, that we expect you to protect said building from any injury, by reason of any of the work done by or under your authority in constructing said bridge, and we shall hold you responsible for any damage or injury to that building resulting from the manner of doing said work, and we ask you to take immediate measures to protect said building against further injury by reason of the construction of said bridge.

Respectfully yours,

THE NORTHERN TRUST COMPANY,
Executor as aforesaid.
By H. O. EDMONDS,
As Its Assistant Secretary.

CHICAGO, April 10, 1902.

To the Sanitary District of Chicago:

GENTLEMEN—We wish to notify you again that by reason of your work done in the Chicago River at and in Randolph Street, the building at the northwest corner of Randolph and Market Streets, now held by the undersigned, has been impaired and its foundations injured to such an extent as to threaten very

serious injury to persons and property. We call upon you hereby to take steps therewith to save said building and occupants thereof and the undersigned from loss and danger.

Respectfully,

THE NORTHERN TRUST COMPANY,

As Executor of and Trustee under the Will of Jonathan Abel, deceased.

By H. O. EDMONDS,
As its Assistant Secretary.

CHICAGO, April 11, 1902.

The Northern Trust Company, City:

GENTLEMEN—You are hereby notified as owners or agents of building on the Northwest corner of Market and Randolph Streets that the center part of the south wall of said building has settled and cracked and is liable to fall out. You are therefore notified to anchor said wall at each floor to the girders of the building. This work must be done at once.

Respectfully,

(Signed) T. O'SHEA.

CHICAGO, April 12, 1902,

To the Board of Trustees, Sanitary District of Chicago:

GENTLEMEN—We enclose herewith copy of notice just received from the Building Department of the City of Chicago, stating that the south wall of the Lind Building at Randolph and Market Streets has settled, and requiring that wall be immediately anchored to the girders of the building at each floor.

The condition of which the city complains is due to your work in constructing the new Randolph Street Bridge at this point, and we therefore call upon you to take such steps as may be necessary to protect our property and its occupants from injury and danger, and to fulfill the city's requirements.

Please advise us at once what you intend to do about this matter and oblige,

Respectfully yours,

THE NORTHERN TRUST COMPANY,

As Trustee under the last will and testament of Jonathan Abel.

By H. EDMONDS,
As Its Assistant Secretary.

CHICAGO, April 12, 1902.

The Northern Trust Company, Chicago:

GENTLEMEN—I am in receipt of your favor of the 12th inst. relative to the Lind Building on Randolph and Market Streets, with which you enclose a notice from the Building Department of the City, which notice states that said building has settled and cracked and is liable to fall out, and giving certain directions in reference to the protection of the building.

I desire to say for the Sanitary District of Chicago, that it is proceeding under a statute of the State of Illinois to construct a bridge at Randolph Street, as well also as an ordinance of the City of Chicago and permit from the Secretary of War. The contractor is performing his work in a careful manner; the bridge is being constructed in a public street and no part of the property upon which the building is situated has been interfered with. If there is any falling in of the earth at the point where the street is excavated, it is due to the pressure of your building upon it, for which this District is not liable.

I, therefore, on behalf of the Sanitary District of Chicago, disclaim any responsibility for the present condition of the building and decline to take any steps whatsoever towards anchoring the building, or in any manner interfering with it.

Very respectfully,

THOMAS A. SMYTH,
President.

REPORT ON REDUCTION OF BOND ON CONTRACT FOR THE SUPERSTRUCTURE OF THE EIGHT-TRACK BRIDGE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, with reference to a request from the A. & P. Roberts Company, for the release of the sureties on the bond of said company, on their contract for the construction of the superstructure of the Eight-Track Bridge, Section "O".

The report is as follows:

CHICAGO, April 2, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports the request from the A. & P. Roberts Company, contractors for the superstructure of the Eight-Track Railroad Bridge on Section "O", for the release of the surety on the bond given by said firm in accordance with the contract aforesaid.

The Committee has ascertained that no claims are on file against said firm and advises that a final certificate of the Chief Engineer was awarded on March 12, 1902,

(page 7783 of the Proceedings). The Committee, therefore, recommends that the surety on said bond be released from further liability thereon, the contractor, however, to remain liable; and that the said contractor shall enter into and furnish a new bond in lieu of said original bond, in the sum of ten thousand dollars, with a surety thereon to be acceptable to the Committee on Finance.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Finance.

(One enclosure.)

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

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT IN REFERENCE TO SETTLEMENT OF CLAIM FOR DAMAGES TO THE STEAMER "ELLEN."

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, April 16, 1902.

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

GENTLEMEN—The Committee on Finance, to which was referred the claim of M. Dailey, master of the steamer "Ellen," amounting to $145.33, for damages caused to said steamer by reason of its running aground in the north draw of the Ashland Avenue Bridge on July 30, 1901, herewith presents an itemized statement of said claim, together with a proposition from said Dailey offering to settle same for $100.00.

The Committee, having carefully considered said matter, recommends that the offer be accepted and that the President and Clerk be authorized and directed to pay, in the usual manner, to said M. Dailey the sum of one hundred ($100.00) dollars upon his giving a proper receipt and release therefor, discharging the District from any and all damages caused by said injury.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Finance.

(Eight enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

COMMUNICATIONS FROM THE CLERK IN REFERENCE TO RECEIPT OF CERTAIN CHECKS FROM THE CHIEF ENGINEER.

The Clerk presented the following communications, relative to having received two checks from the Chief Engineer, in the sums of $12.00, and $533.60, respectively, being the proceeds of the sale of certain rubble stone and old steel rails:

CHICAGO, April 11, 1902.

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

GENTLEMEN—I received a check for the sum of five hundred thirty-three dollars and sixty cents ($533.60) from Isham Randolph, Chief Engineer, same having been received by him from L. K. Hirsch Company in payment of 33.35 tons of old steel rails which were at one time used by the Sanitary District at Joliet.

Awaiting your instructions, I remain,

Very truly yours,

A. R. PORTER,
Clerk.

(Two enclosures.)

CHICAGO, April 11, 1902.

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

GENTLEMEN—I have received a check for the sum of twelve dollars from Isham Randolph, Chief Engineer of the Sanitary District, same having been received by him for the sale of rubble stone from the spoil bank of the District at Willow Springs to John Cronin, as authorized by the Engineering Committee on February 17th last.

Awaiting your instructions, I remain,

Very truly yours,

A. R. PORTER,

Clerk.

(One enclosure.)

Mr. Carter, seconded by Mr. Wenter, moved that the communications be printed in the proceedings, placed on file and the Clerk directed to deposit the sums received with the Treasurer of the District.

The motion prevailed unanimously, and it was so ordered.

COMMUNICATION FROM THE J. MANZ ENGRAVING CONPANY.

The Clerk read a communication from the J. Manz Engraving Company, relative to an order of Dr. Reynolds for twenty engravings from tracings, and requesting to be informed as to whether said order had been authorized by the Board.

Mr. Wenter, seconded by Mr. Baker, moved that the communication be referred to the Committee on Finance with power to act.

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

Excused and not voting—Mr. Cloidt.

COMMUNICATION FROM W. T. WELBOURN.

The Clerk read a communication from W. T. Welbourn, requesting that he be refunded the sum of fifty dollars, paid to the District as the purchase price for the temporary bridge at Romeo, Ill., or that he be given material of equal value, alleging that the bridge had been wrecked before obtaining possession.

The communication, by unanimous consent, was referred to the Committee on Engineering.

ADJOURNMENT.

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

A. R. Porter,

CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 23, 1902

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 23, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Jones and Legner—Two.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (Canal Street Bridge, March 31, 1902)	$ 1,470 00	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, March 31, 1902)	8,234 44	
Lydon & Drews Company (Canal Street Bridge, April 15, 1902)	2,021 25	
W. H. Salisbury & Co. (tail pits, Main Street Bridge)	4 31	
Weir & Craig Manufacturing Company (tail pits, Main Street Bridge)	28 38	
S. J. Stebbins Company (retaining walls and tail pits, Main Street Bridge)	18 05	
J. W. Landis (tail pits, Main Street Bridge)	74 75	
		$ 11,851 18

ENGINEERING DEPARTMENT.

Pittsburgh Testing Laboratory, Ltd., (inspecting bridge material)	$ 152 56	
American Water Company (water)	13 50	
E. H. Heilbron (Illinois River Valley work)	78 04	
Wagner Typewriter Company (Underwood typewriter and cabinet)	63 00	
		307 10

POLICE DEPARTMENT.

E. J. Coen, Marshal (expense)		35 25

LAW DEPARTMENT.

W. A. Bowles (legal services, Ray vs. Sanitary District)	$ 300 00	
George W. Miller (master in chancery fees, Sanitary District vs. Silverman)	77 00	
M. J. Hishen (expense, Girke vs. Sanitary District)	21 95	
Thomas J. O'Neill & Co. (court reporting)	25 00	
C. S. Cutting (rent, Joliet office, March, 1902)	20 00	
Economy Light and Power Company (electric light, Joliet office, January, 1902)	4 38	
Economy Light and Power Company (electric light, Joliet office, February, 1902)	2 35	
Thayer & Jackson Stationery Company (stationery)	6 32	
		457 00

RIGHT OF WAY.

Chicago Title & Trust Company (opinion of title, etc.)		127 80
Grand total		$ 12,778 33

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of March, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, April 22, 1902.

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 March, 1902, giving the detailed operations of the same.

The value of construction work done was $68,117.70. Vouchers were issued on this account to the amount of $80,052.17.

The engineering expenses were $8,816 31, divided as follows: Salaries, $7,830.84; supplies, etc., $985.47. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River—Of the three unfinished pieces of dock work mentioned in the report of last month, the Pearson dock was completed in the month of March. Dredge No. 2 worked from the 6th to the 14th on the excavation of this cut-off and the pile-driver worked from the 15th to the 31st. The two other pieces were not built, as the tenants were not ready for the work.

Under its new contract, the Lydon & Drews Co. dredged the river to the 26-foot grade line from Taylor Street to Twelfth Street, between the 15th and 27th of the month. Most of this work was done under the old center-pier protection of the C. T. T. R. R. Co's Bridge. The Railroad Company took out the protections but not the center pier. With this exception, the

work of improving the river along the stretch mentioned was completed.

About the middle of the month the contractor began the work of pulling the dock and driving anchor piles at the Babcock and McConnell property, just east of Halsted Street, on the north side of the river. On the 29th dredge No. 2 began the excavation of this cut-off.

At the State Street Bridge the work of removing the old superstructure was completed on the 3d. The removal of the old center pier was begun on the 5th and completed on the 28th, and on this latter date the dredging of the channel where the old center pier protection was located was completed to —20. The removal of the abutments on the north side was begun on the 18th and continued to the end of the month, at which time about half of this work was completed. Pile driving for the south abutment and piers was commenced on the 11th and finished at the end of the month. The work of diverting the sewer on the south side of the river was carried on from the 10th to the 15th of the month. A force of seven men employed by the American Bridge Company was engaged from the 13th to the 15th in jacking up the south end of the approach span over the railroad tracks on the north side of the river and placing timber bents underneath for temporary support.

At the Randolph Street Bridge an average daily force of 48 men was employed in driving piles for the west foundation and in excavating and bracing in the east coffer-dam. Night work was begun on the east coffer-dam on the 18th and continued to the end of the month with an average daily force of 38 men. Pumping in the east coffer-dam was carried on throughout the month, as required. The second set of braces was started on the 7th and finished on the 14th; the third was started on the 18th and finished on the 26th, when the fourth set was begun. The excavation in the dam was down to —20 on the 31st.

Pile driving in the west foundation was begun on the 3d and continued to the 14th. One hundred and forty-five 50-foot piles were driven, as was also the steel sheeting along the west and south sides of the west abutments and piers. This work was begun on the 18th and continued unti the 28th.

No regular work was performed during the month at the Harrison Street Bridge. The extra work done consisted of the following: Four tie rods were put in, connecting the southwest pier foundations of the Clow Building with two rods running to the first pier to the east and two rods running to the first pier to the north. Six pile bents of four piles each, with timber caps and stringers to support the railroad track running to the warehouse, were also put in.

The contractor for the substructure of the Canal Street Bridge employed an average daily force of 36 men during the month, and they were mostly employed in making and placing concrete for the north abutment and piers. Some little work was done on the parapet wall on the south side, same being completed on the 25th. The track girders on the south side were filled with concrete on the 20th. The retaining wall excavation on the north side was begun on the 29th, and on the 31st the building of the parapet wall on the north side was started.

The contractor for the superstructure of the Canal Street Bridge employed but a daily average of three men during the month. The work consisted of unloading material and adjusting and setting the track plates on the south side. At the end of the month the south track girders were set and filled with concrete, but some riveting and lateral bracing between the girders remained to be done.

The contractor for the substructure of the Main Street Bridge employed a daily average of 16 men during the month, and the work done consisted of building retaining walls, repairing tail pits, removing coffer-dams, dredging, building protections for piers, etc. On the 7th the removal of the south coffer-dam was completed On the 10th and 11th the river between the bridge foundations was dredged. On the 15th the concrete work on the north side was finished. The force employed by the City of Chicago in raising the hydrants completed the work on the 14th. The work of removing the north coffer-dam was begun on the 19th and completed on the 26th. The building of sidewalks on the north side was begun on the 26th.

The contractor for the superstructure of the Main Street Bridge employed a daily average of 16 men, and the following work was done during the month: On the 3d the tail pieces were lowered into the tail pits. On the 5th the erection of the south panel on the south side was begun. On the 6th, putting counterweights on tall pieces was begun. On the 14th, the work of placing counterweights on the south side was completed. On the 21st, three panels with floor beams and lateral bracing were completed. On the 29th, all the panels of the south leaf, with floor beams and laterals, were in place and the structural work was practically ready for riveting up.

The average number of men employed on the contract for the superstructure of the Ashland Avenue Bridge was 14, and the work for the month consisted of the following: On the 5th, the east back strut was in place. On the 6th, the west back strut was in place. On the 19th and 20th, the east approach girder was received and unloaded, and was in place on the 28th. On the 27th, the west approach girder was received. On the 28th, four motors for operating the bridge were received. No work was done on the north side.

Section "O"—Shannon & Chase continued the work of sorting lumber at the Robey Street yards during the month.

Telephone Line—On the 23rd, about 1,600 feet of iron wire was stolen from the line on Contract Section "G," which was replaced.

In the Drafting Department the following drawings were made in connection with the Chicago River work: Map showing the location of buildings, etc., west of Halsted Street; map showing location of buildings, etc., from Sixteenth Street to Maxwell Street; map showing land proposed to be leased to the McCormick Company; two-hundred foot scale map showing property required for the purpose of widening the river from Eighteenth Street to Ashland Avenue; plan of a trestle for Clow's railroad tracks at Harrison Street Bridge; plan of foundation for boiler, etc., for Lehigh Valley Coal Company; map from Van Buren Street to Twelfth Street, showing government meander lines, and map showing encroachments on the river between Madison and Van Buren streets.

The plans of the Harrison Street Bridge to be furnished by the Hall Bascule Bridge Company are not yet completed. The shop plans of the Randolph Street Bridge have been approved with the exception of the pit lining sheets and of the hand railing. A portion of the shop plans of the substructure metal of the State Street Bridge have been approved.

In addition to the work reported above, the engineering corps continued taking flow measurements, in computing estimate notes and in surveying, etc., along the Chicago River and in the Illinois River Valley.

I estimate the expenses of this department for the month of April will be $100,000.00.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF MARCH, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Totals.	
Maps and Plans for General Use	$ 96 60	$ 3 87	$ 100 47	.....
Chicago River Surveys	.....	88 59	88 59	.....
Right of Way	513 13	17 44	530 57	.....
Hydraulic Measurements	478 75	64 60	543 35	.....
Mortar, Sand and Cement Tests	253 75	21 25	275 00	.....
Photographs of Works	125 00	.....	125 00	.....
Thirty-ninth Street Conduit	296 25	.....	296 25	.....
Illinois Valley Work	393 75	153 09	546 84	.....
Chicago River, Dredging, Docking, etc.	1,910 45	191 61	2,102 06	$ —739 60
State Street Bridge, Chicago River	653 30	99 31	752 61	5,306 88
Randolph Street Bridge, Chicago River	686 05	58 92	744 97	8,131 11
Harrison Street Bridge, Chicago River	487 28	38 16	525 38	10,957 02
C. T. T. R. R. Co.'s Bridge, Chicago River	55 83	.....	55 83	.....
Canal Street Bridge, Chicago River	770 60	62 57	833 17	6,601 88
Main Street Bridge, Chicago River	510 50	95 16	605 66	11,653 98
Ashland Avenue Bridge, Chicago River	452 10	85 96	538 06	8,234 44
Main Channel Construction	37 50	.....	37 50	—1,050 00
Pan Handle Permanent Bridge, Main Channel, Sec. O	5 00	.....	5 00	21,229 61
Disposal Works and Joliet Project	105 00	5 00	110 00	8,755 12
Tow Path Permanent Bridge, Section 17	.....	.....	.....	971 73
Totals	$7,830 84	$ 985 47	$8,816 31	$ 80,052 17

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned During March, 1902.

CLASSIFICATION.	CHICAGO RIVER.		MAIN CHANNEL.		Joliet Project.	Totals.
	Dredging, Docking, Etc.	Bridges.	Excavation, etc.	Bridges.		
Chicago River, dredging, docking, etc	$ —739 60	.....	.....	.....	.....	$ —739 60
State Street Bridge, Chicago River	.....	$ 6,065 00	.....	.....	.....	6,065 00
Randolph Street Bridge, Chicago River	.....	9,292 70	.....	.....	.....	9,292 70
Harrison Street Bridge, Chicago River	.....	10,957 02	.....	.....	.....	10,957 02
Main Street Bridge, Chicago River	.....	5,161 58	.....	.....	.....	5,161 58
Ashland Avenue Bridge, Chicago River	.....	13,724 06	.....	.....	.....	13,724 06
Canal Street Bridge, Chicago River	.....	8,315 00	.....	.....	.....	8,315 00
Section 8	.....	.....	$—1,050 00	.....	.....	—1,050 00
Eight-track Bridge, Main Channel, Section O	.....	.....	.....	$ 9,944 41	.....	9,944 41
Section 17	.....	.....	.....	.....	$ 6,447 53	6,447 53
Totals	$ —739 60	$ 53,515 36	$—1,050 00	$ 9,944 41	$ 6,447 53	$ 68,117 70

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During March, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lin. Ft.
Section 17	1 780	8,222	.....	.....
State Street Bridge, Chicago River	3,500	.....	.....	9,400
Randolph Street Bridge, Chicago River	2,135	.....	.....	3,625
Main Street Bridge, Chicago River	55	.....	142	3,152
Canal Street Bridge, Chicago River	.....	.....	980	.....
Totals	7,470	8,222	1,122	16,177

PAYMENT OF INDEMNITY TO THE BELT RAILWAY OF CHICAGO AND THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY FOR MAINTENANCE AND REPAIRS OF BRIDGE.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to, and accompanied by the final voucher and the joint certificate of the Chief Engineer of the Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company and the Chief Engineer of the District, as to the amount of indemnity to be paid said companies for ordinary maintenance and repairs of the Belt Railway Company's bridge, crossing the Main Channel on Contract Section "K;" the balance due and payable being fixed at $12,326.00.

The report is as follows:

CHICAGO, April 23, 1902.

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 and the Chief Engineer of the Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company, acting together under the provisions of Section 8, Article 1, of the contract entered into on the 4th day of January, 1899, by and between the Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company and the Sanitary District (page 5396 of the Proceedings), with reference to the payment to be made for capitalization to the said railroad companies as an indemnity for the cost of ordinary bridge repairs, etc., under the terms of said contract, have found that the balance due for capitalization, as aforesaid, amounts to $12,326.00, which amount is to be paid said companies.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay to the said Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company the sum of twelve thousand three hundred and twenty-six ($12,326.00) dollars, when said companies shall have executed a receipt therefor.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
FRANK X. CLOIDT,
THOMAS J. WEBB,
FRANK WENTER,
THOMAS A. SMYTH,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

The following is the communication from Chief Engineer Randolph, transmitting the joint certificate and capitalization statement:

CHICAGO, April 16, 1902.

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

GENTLEMEN—I transmit herewith the joint certificate covering capitalization of the Bridge of the Belt Railway Company of Chicago crossing the Main Channel on Contract Section "K," and the final voucher for $12,326.00. On June 7, 1899 (see page 5850 of the Proceedings), a voucher on this account, amounting to $93,046.50, was passed by the Board, said amount being 90 per cent. of the capitalization based upon the approximate weights and quantities. The actual weights and quantities show the total capitalization to be $105,372.50.

Respectfully submitted,

ISHAM RANDOLPH.
Chief Engineer.

The following is the joint certificate:

BELT RAILWAY OF CHICAGO—JOINT CERTIFICATE.

Acting under the provisions of Section 8 of Article 1 of a certain contract entered into on the 4th day of January, 1899, by and between the Sanitary District of Chicago and the Belt Railway of Chicago and the Chicago and Western Indiana Railroad 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 said Section 8, Article 1, as the same are shown to have entered into the construction of the four-track bridge crossing the Main Channel of the Sanitary District on the line of the Belt Railway of Chicago, and that we have made the computations called for under clauses a, b, c and d as provided in said Section 8 of Article 1, and have determined the total amount of capitalization accruing under the terms of the contract to be one hundred and five thousand, three hundred and seventy-two and fifty one-hundredths ($105,372.50) dollars, of which sum the Sanitary District has heretofore paid to the Belt Company the sum of ninety three thousand and forty-six and fifty one-hundredths ($93,046.50) dollars, the receipt for which is dated June 17, 1899. The balance now due and payable to the Belt Railway Company being twelve thousand three hundred and twenty-six ($12,326.00) dollars. For the details covered by this certificate see the accompanying statement.

ISHAM RANDOLPH,

Chief Engineer Sanitary District of Chicago.

E. H. LEE,

Chief Engineer Belt Railway of Chicago and Chicago and Western Indiana Railroad.

CHICAGO, April 15, 1902.

The following is the capitalization statement:

Belt Railway of Chicago Four Track Bridge crossing the Sanitary District of Chicago, Main Channel.

Length of superstructure on center line of bridge, 340 feet, ¼ inch.

(a) Annual cost of painting 2,691,333 lbs. of structural steel at 3 cents....	$ 807 40
(b) Annual cost of renewing cross ties and guard rails, 87,000 ft. B. M., at $5	435 00
(c) Inspection and maintenance of 1,368 lineal feet of track on bridge at 20 cents.....	273 60
(d) 2 per cent on $134,945.30, the total cost of the superstructure, to cover depreciation and wearing out of same	2,698 90
Total.....	$ 4,214 90

Capitalization of the above four items at 4 per cent, $105,372.50.

REPORT IN REFERENCE TO REFUNDING FIFTY DOLLARS TO W. T. WELBOURN.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO, April 23, 1902.

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

GENTLEMEN—The Committee on Engineering herewith presents a communication from W. T. Welbourn, requesting that the sum of fifty dollars, which he paid for the temporary bridge accross the channel at Romeo, Ill., be refunded to him, as the said bridge was washed away when the water was turned into the channel before he had an opportunity to remove said bridge.

The Committee, after investigation and due consideration, recommends that the President be authorized and directed to pay to said W. T. Welbourn the sum of $50.00, the same to be charged to the Account of Bridge Construction on Main Channel.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
WM. H. BAKER,
FRANK X. CLOIDT,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Eagineering.

(Two enclosures.)

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

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

REPORT TRANSMITTING ORDINANCE FOR THE ESTABLISHMENT OF A ROUTE FOR THE RIGHT OF WAY FOR A CHANNEL IN THE NORTH BRANCH OF THE CHICAGO RIVER.

Mr. Baker, member of the Committee on Judiciary, presented a report from the Committee, as follows:

CHICAGO, April 23, 1902.

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

GENTLEMEN—The Committee on Judiciary transmits herewith a form of ordinance establishing a route for the right of way for a channel in the North Branch of the Chicago River.

The Committee respectfully recommends that the ordinance presented herewith be adopted by the Board of Trustees.

Respectfully submitted,

Z. R. CARTER.
J. C. BRADEN,
FRANK X. CLOIDT,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK WENTER,
Committee on Judiciary.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Webb and Wenter—Six.

Nays—None.

Excused and not voting—Mr. Smyth—One.

The following is the ordinance accompanying the report of the Committee:

AN ORDINANCE.

Laying out and Establishing a Route for an Adjunct to the Main Channel to the Sanitary District of Chicago.

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 route for an adjunct to the Main Channel of the Sanitary District of Chicago, which adjunct shall hereafter be constructed and maintained within the limits of said route which shall be over, upon and through certain lands lying in the County of Cook and State of Illinois, said lands being situated between the center lines of Lake Street, in the City of Chicago, and Lawrence Avenue, in the said City of Chicago, and included in the following more particular and fully described boundaries, to-wit: The South Branch of the Chicago River beginning at the center line of Lake Street, running thence north to its junction with the North Branch of the Chicago River, and the North Branch of the Chicago River from its junction with the South Branch of the Chicago River, running northwesterly to a line one hundred (100) feet south of and parallel with Belmont Avenue; thence on certain lines situated ninety (90) feet distant from, on either side of and parallel to, a line commencing at a point eleven hundred and twenty five and six tenths (1125 6) feet west, and one hundred (100) feet south of the intersection of the center lines of Belmont and Western Avenues, and running thence north 40 degrees, 20 minutes; west one hundred and thirty-one and five one-hundreths (131.05) feet to a point on the center line of Belmont Avenue, and forming an angle of 130 degrees, 16 minutes from east on center line of Belmont Avenue to northwest on center of proposed channel; said point being twelve hundred and ten and three-tenths (1210.3) feet west of said intersection of said center lines of Belmont and Western Avenues; thence north 40 degrees, 20 minutes, west 554.54 feet; thence north 26 degrees, 39 minutes, 20 seconds, west 847.88 feet; then north 7 degrees, 25 minutes, 20 seconds, west 374.03 feet; thence north 9 degrees, 35 minutes, 20 seconds, west 1120.97 feet to a point on the center line of Addison Avenue, and forming an angle of 80 degrees, 24 minutes from east on center line of Addison Avenue to south on center line of proposed channel, said point being 2147.15 feet west of the intersection of the center line of Addison Avenue and Western Avenue; thence north 9 degrees, 35 minutes, 20 seconds, west 1008.22 feet; thence north 41 minutes, 40 seconds, west 350.16 feet; thence north 24 degrees, 50 minutes, 20 seconds, east 853.77 feet; thence north 25 degrees, 28 minutes, 54 seconds, east 611.54 feet to a point on the center line of Irving Park Boulevard, and forming an angle of 127 degrees, 26 minutes, 34 seconds from east on center line of Irving Park Boulevard to south on center line of proposed channel, said point being 1642.60 feet west from the intersection of the center lines of Irving Park Boulevard and Western Avenue; thence north 2 degrees, 51 minutes, 20 seconds, east 1292 83 feet; thence north 6 degrees, 52 minutes, 00 seconds, west 919.13 feet; thence north 25 minutes, west 450.26 feet, to a point on the center line of Montrose Avenue, and forming an angle of 90 degrees, 20 minutes, 40 seconds, from east on center line of Montrose Avenue to north on center line of proposed channel, said point being 1647 feet

west of the intersection of the center line of Montrose Avenue and Western Avenue; thence north 25 minutes, west 404.01 feet; thence north 36 degrees, 34 minutes, 40 seconds, west 2797.88 feet, forming an angle of 53 degrees, 38 minutes, 40 seconds, from south on center line of proposed channel to east on center line of Lawrence Avenue, said point being 3274.75 feet west of the intersection of the center lines of Lawrence and Western Avenues.

SECTION 2. That in order to construct and maintain such adjunct above mentioned in Section one, it will be necessary for the Sanitary District of Chicago to acquire for the purposes aforesaid the property above described, extending from a point one hundred feet south of said Belmont Avenue to said Lawrence Avenue.

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

Mr. Baker, seconded by Mr. Webb, moved the passage of the ordinance, as read and shown above.

The roll being called, the ordinance was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Webb and Wenter—Six.

Nays—None.

Excused and not voting—Mr. Smyth—One.

In connection with the above ordinance Mr. Webb presented, and, seconded by Mr. Wenter, moved the adoption of the following resolution:

"*Resolved*, That the channel for the improvement of the North Branch of the Chicago River, from Belmont Avenue to Lawrence Avenue be completed within two years from the passage of the ordinance laying out and establishing the right of way of said channel; and, in the event said channel is not completed within said two years, the property donated for that purpose by the several owners be returned to them and deeds cancelled."

The roll being called, the motion was lost by the following vote:

Yeas—Messrs. Baker and Braden—Two.

Nays — Messrs. Carter, Cloidt, Smyth, Webb and Wenter—Five.

Mr. Webb thereupon presented the resolution in an amended form, as follows:

"*Resolved*, That the channel for the improvement of the North Branch of the Chicago River, from Belmont Avenue to Lawrence Avenue, be completed within two years from the passage of the ordinance laying out and establishing the right-of-way of said channel; and in the event said channel is not completed within said two years, the property donated for that purpose by the several owners be returned to them and deeds cancelled, unless said delay be caused by litigation, in that event said delay shall not operate against the District."

Mr. Webb, seconded by Mr. Carter, moved that the resolution, as amended be adopted.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

CLERK'S REPORT RELATIVE TO SALE OF TWO FRAME BUILDINGS TO JOHN WARD

The Clerk presented the following report:

CHICAGO, April 23, 1902.

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

GENTLEMEN—I beg to report that in compliance with a resolution adopted by the Finance Committee on February 24, 1902, I have sold to John Ward the two frame houses belonging to the Sanitary District, located on the property formerly known as the Shuster property, for the sum of one hundred and one dollars, and the same has been turned over to the Treasurer of the District.

Respectfully submitted,

A. R. PORTER,
Clerk.

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

CLERK'S REPORT IN REFERENCE TO RECEIPT OF CHECK FROM THE CHIEF ENGINEER.

The Clerk presented the following report:

CHICAGO, April 18, 1902.

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

GENTLEMEN — I have received a check

from Isham Randolph, Chief Engineer, for the sum of ten dollars and seventy-five cents, same being for the sale of junk from the Joliet office at the time the Engineers' office was abandoned.

Awaiting your instructions, I remain,

Yours truly,

A. R. PORTER,
Clerk.

Mr. Carter, seconded by Mr. Cloidt, moved that the report be printed in the proceedings, and the Clerk directed to deposit the sum received with the Treasurer of the District.

The roll being called, it was so ordered by the following vote:

Yeas— Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

BILL FROM JOHN O'BRIEN & COMPANY.

The Clerk presented a bill from John O'Brien & Co., contractors, being for plans, labor, material, etc., on account of temporary bridge at State Street, amounting to $3,500.00.

On motion of Mr. Braden, seconded by Mr. Carter, the above bill was referred to the Committee on Engineering.

COMMUNICATION FROM CHARLES A. NOBLE.

The Clerk presented and read a communication from Charles A. Noble, of Joliet, Ill., requesting that permission be granted to certain manufacturers to run a three-inch drain pipe over the spoil bank, on the east side of the Des Plaines River, and to syphon water from the Main Channel.

On motion of Mr. Carter, seconded by Mr. Baker, the communication was referred to the Committee on Engineering.

REQUISITION.

The Clerk presented the following requisition from the Treasury Department:

"No. 1127—Treasury Department.—One office chair, cost not to exceed the sum of $10.00."

Mr. Wenter, seconded by Mr. Baker, moved that the requisition, as read and shown above, be allowed.

The roll being called, it was so ordered.

Yeas — Messrs. Baker Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

ORDER FOR THE PAYMENT OF SEMI-ANNUAL INTEREST ON FIRST ISSUE OF FIVE PER CENT BONDS.

Mr. Carter presented, and seconded by Mr. Wenter, moved the passage 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 twenty-seven thousand five hundred dollars ($27,500.00) to pay the semi annual interest accruing May 1, 1902, on the balance of the first issue of bonds of the Sanitary District of Chicago outstanding, being one million one hundred thousand dollars ($1,100,000.00) at five per cent. per annum; and that the Treasurer be, and he is hereby, 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."

The roll being called, the order was passed by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 30, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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, April 30, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present — Messrs. Baker, Carter, Cloidt, Legner, Smyth and Wenter—Six.

Absent — Messrs. Braden, Jones and Webb —Three.

Mr. Webb arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Wenter, seconded by Mr. Carter, the minutes of the regular meeting held April 16, 1902, and the minutes of the regular meeting, held April 23, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, April, 1902)	$ 7,746 46	
Engineering Department (discharge roll, April, 1902)	178 12	
		$ 7,924 58
Clerical Department (Clerk's, April, 1902)		958 34
Law Department (Attorney's, April, 1902)		2,591 64
Treasury Department (Treasurer's, April, 1902)		375 00
General Account (General, April, 1902)	$ 205 00	
General Account (Trustees', April, 1902)	2,333 34	
		2,538 34

Police Department (Marshal's, April, 1902)		$ 1,733 28
Maintenance Account (Controlling Works, April, 1902)		550 00
		$ 16,671 18

ENGINEERING DEPARTMENT.

Hans Isak (gauge reading, March, 1902)		10 00

GENERAL ACCOUNT.

Will Kriegsmann (painting steamer Juliet)	$ 150 00	
Geo. B. Carpenter & Co. (ship chandlery, steamer Juliet)	6 78	
		156 78
Grand total		$ 16,837 96

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Legner, Smyth and Wenter—Six.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of February, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, April 30, 1902.

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, 1902.

The total expenditures of the District for the month of February, 1902, were $102,936.50, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $980.62, of which amount the sum of $958.33 was for salaries and the sum of $22.29 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $6,368.55, divided as follows:

Rent of offices for February, 1902	$ 478 33
Printing	164 51
Advertising	$ 541 28
Salaries	2 538 33
Streams examination	311 20
Engraving Bonds (12th issue)	1,860 00
General expenses	474 90
Total	$ 6,368 55

Of the total tax levy warrants heretofore issued, all have been redeemed, except $10,963.29 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of February, 1902:

Account.	*Amount.*
Right of way	$ 28,952 55
Bridge construction, Chicago River	42,976 58
Engineering Department	8,851 66
Clerical Department	980 62
Law Department	12,138 38
Treasury Department	375 00
Police Department	1,738 26
General Account	6,368 55
Maintenance Account	554 90
Total	$ 102,936 50

Respectfully submitted,

A. R. PORTER,

Clerk

ANNUAL REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the year ending December 31, 1901, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

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

GENTLEMEN—Complying with the rules of your Honorable Body, and in conformity with the precedent heretofore established, I have

the honor to submit the annual report of the Law Department for the year ending December 31, 1901.

The work of the department has grown and increased with the development and completion of the work undertaken by the Sanitary District of Chicago and with the opening of the Main Channel and the consequent creation of a decided current in the Chicago River, for the reason that numerous claims for damages to vessels and barges have been made. Many of the resulting suits will soon be presented to the courts for disposition. Most of the numerous contractors have instituted suits against the District. These cases are numerous and amount in all to over $2,000,000 00. In the majority of these cases the contractors have but little equitable right to recovery; but the cleverness shown in the development of the facts in these cases and the experience and ability of the attorneys employed make them extremely dangerous to the interests of the District and require great and untiring vigilance to defeat. In fact, the manner in which some of these cases have been presented to the court indicate clearly that the contractors knew at the time the work was undertaken that the profits would be little or nothing and relied from the start upon securing from the Sanitary District large sums as extras.

This department is largely advisory in its character and in the performance of the duties imposed upon it is brought in direct intercourse with each of the other departments, as well as the Board and its several committees. Nearly all the business transacted by them is at one time or another brought before this department for its consideration and advice.

Many of the questions that have been presented to this department for solution have been, from the peculiar character of the District, new and very difficult of solution. They involve the construction of contracts and ordinances; complicated questions of riparian ownership, as well as the settlement of titles and values of land for right of way; construction of the power and liability of the District and its officers; adjustment of the rights and relations of the District with the City, State and Federal Government; and many other propositions of equal difficulty and great importance.

Cases Disposed Of.

In the matter of the petition of the West Chicago Park Commissioners for the assessment of cost of improving the Southwest Boulevard, Special Assessment No. 6, in the Circuit Court of Cook County. This was an assessment levied against certain property of the Sanitary District, for the sum of $7,674 00. Objections were filed on behalf of the District and heard by Judge Haney, who decid d in favor of the Sanitary District and dismissed the petition.

In the condemnation case of The Sanitary District of Chicago vs. Robert H. Law et al., General No. 206,767, in the Circuit Court of Cook County, the jury was empaneled on the second day of January and returned a verdict on the 12th day of January. In this case the witnesses of the defendant placed a valuation of $2 50 a square foot on the property to be taken, which, added to the value of the improvements, as placed by their expert witnesses, made a total valuation of $44,868.50. The witnesses for the petitioner placed a value on the property to be taken of from $1.00 to $1.25 per square foot. The jury returned a verdict for $20,875.23, which, estimating the value of the improvements at the sum of $1,779.45, as estimated by the witnesses for the Sanitary District, would make the finding of the jury $1.12½ per square foot. This was a substantial victory for the Sanitary District of Chicago. Pending the appeal to the Supreme Court the Attorney was authorized to deposit the amount awarded by the jury with the Merchants' Loan and Trust Company.

In the case of Walter Faraday, administrator, etc., vs. The Sanitary District of Chicago et al., General No. 205,398, in the Circuit Court of Cook County, a verdict was rendered finding the defendant guilty and assessing the plaintiff's damages at the nominal sum of $1 00. A motion for a new trial was entered and overruled.

The case of the People of the State of Illinois vs. the Sanitary District of Chicago, in the Circuit Court of the United States, General No. 25,350, which was a bill to enjoin the defendant from operating the Main Channel so as to interfere with the flow of the "summit level" of the Illinois and Michigan Canal and lowering the waters of the South Branch of the Chicago River, was finally disposed of on motion.

In the case of the Carnegie Steel Company, Limited, vs. the Sanitary District of Chicago, in the Circuit Court of the United States a verdict was rendered in favor of the plaintiff for $25,368.41. The trial of this suit saved the District $5,400.00, which the jury allowed for the delay in the construction of bridges, and also saved the interest on $30,764.41 for a period of three years. A motion for a new trial was entered by the defendant but was subsequently withdrawn and judgment rendered upon the verdict, which was satisfied in full.

The case of John A. Biggott, vs the Sanitary District of Chicago, General No. 205,696, in the Circuit Court of Cook County, involved a claim for loss of crops by the washing down

of clay banks over and upon the lands of the plaintiff. After investigation and report by this department, the claim and suit was settled for $150 00 and the suit dismissed.

The suit of Alfred Harlev vs. the Sanitary District of Chicago, General No. 159,797, in the Superior Court of Cook, County, was a claim for $400,000 00 for extras on Section 1. This case was on trial before Judge Chytraus and, after a trial of upwards of a month, the court finally peremptorily instructed the jury to return a verdict for the Sanitary District, which was accordingly done. An appeal has been prayed and allowed to the Appellate Court of the First District.

In the case of John Lussem vs. the Sanitary District of Chicago a opinion was rendered affirming the decision of Judge Neeley, holding that the District had the legal right to negotiate a bond issue of $2,375,000, that the prayer for an injunction should be denied and the bill dismissed for want of equity.

In the case of Wierling & Smith vs. Emily G. Ingersoll, the judgment of the Supreme Court of the State of Illinois was affirmed by the Supreme Court of the United States. In this case the Sanitary District filed an intervening petition upon leave of court setting up its rights and interests in the result of this suit and was granted leave to file briefs, which was accordingly done. The decision in this case is important in that it finally decides that the State of Illinois is not the owner of the ninety feet along the Illinois and Michigan Canal.

In the case of James Davidson vs. the Sanitary District of Chicago, General No. 9,290, in the District Court of the United States, an opinion was handed down by Judge Kohlsaat deciding that the defendant is liable for the repairs of the Steamer "Juliet", and referred the case to United States Commissioner Mason to ascertain the amount.

The case of Jacob Adler vs. the Sanitary District of Chicago, General No. 18,229, in the Circuit Court of Will County, was reached for trial and dismissed on motion of plaintiff.

The case of the Sanitary District of Chicago vs. Manierre, et al, General No. 216,661, in the Circuit Court of Cook County, was dismissed upon motion of the petitioner, the property involved having been secured by purchase.

In the case of the Sanitary District of Chicago vs. the City of Joliet, in the Supreme Court of the State of Illinois. In this case the court holds, in affirming the judgment of the Circuit Court of Will County, in an opinion by Justice Cartwright, that the property of appellant is subject to special assessment for the purpose of constructing a sewer, on the ground that the market value is thereby enhanced, notwithstanding the limited uses to which it may be put by the Sanitary District o Chicago.

John J. McCaughey vs. the Sanitary District of Chicago, General No. 179,197, in the Superior Court of Cook County.

Joseph O. Wright vs. the Western Dredging and Improvement Company, et al, General No. 193,710, in the Superior Court of Cook County. This was a petition for a mechanic's lien, which was dismissed without costs.

Smith & Eastman vs the Sanitary District of Chicago, General No. 217,981, in the Superior Court of Cook County. This was an assumpsit suit for $400,000.00 for extras on Section 14. This case was on trial before Judge Chytraus and a jury for over a month. The court, after hearing substantially all the evidence upon both sides, instructed the jury to return a verdict for the defendant, which was accordingly done and a judgment rendered thereon. Motions for a new trial and an arrest of judgment were overruled and an appeal was prayed and allowed to the Appellate Court.

Joseph Johnson vs. Mason, Hoge, King & Co. et al, General No. 201,067, in the Circuit Court of Cook County. This was a personal injury suit for $10,000 00. This case was dismissed as to the Sanitary District upon motion of plaintiff.

The Canal Commissioners vs. The Sanitary District of Chicago, in the Supreme Court of the State of Illinois. This was a bill for a mandatory injunction requiring the defendant to operate the Bridgeport Pumping Works in order to maintain the required head of water necessary for the navigation of the Illinois and Michigan Canal.

First: The contract was entered into under such circumstances that, if the Trustees had the power to make the contract, yet a court of equity would not enforce it, because it was not an equitable contract, not resulting from the free action of both parties; that the contract was practically forced upon the District, for the reason that the State of Missouri was about to enjoin the Trustees from turning in the water into the Channel and the Governor refused a permit unless the contract was entered into.

Second: It was very doubtful whether the Trustees were at all responsible for pumping the water into the Canal and, if at all, not to any greater quantity than would raise the water to Chicago datum; and refused to decide whether the contract would be lawful under any circumstances, leaving that to future action by the Canal Commissioners.

Lena Robertson, Adm., etc. vs. William C. Fox, et al, General No. 210,138, in the Superior

Court of Cook County. This was a bill to foreclose a mortgage on certain premises in which the District was supposed to have an interest. A disclaimer was filed on behalf of the Sanitary District of Chicago, inasmuch as it had no subtantial interest in the premises.

Streeter & Kenefick vs. The Sanitary District of Chicago, General No. 25,754, in the Circuit Court of the United States. This was an assumpsit suit for $125,000.00 for extras on Section "E." This case was on hearing before Judge Kohlsaat for several days and was taken under advisement, a rule being entered that briefs be submitted on behalf of both parties.

Drainage Canal Transportation and Amusement Company vs. The Sanitary District of Chicago, General No. 9,330, in the District Court of the United States. This was a libel for $15,000 00 for damages alleged to have occurred to the libelants by reason of the construction of a bridge over the Mainn Channel at Campbell Avenue. The court held that the District had a perfect right to build the bridge, and that it was not liable for any part of the damages.

Pending Law Suits.

Griffiths and McDermott Construction Company vs. The Sanitary District of Chicago, in the Circuit Court of Cook County. This is an assumpsit suit for $60,000.00 for extras on Section "1."

Bridget McGuirl vs. The Sanitary District of Chicage, General No. 161,695, in the Circuit Court of Cook County. This is a suit in case for $50,000.00, in which a judgment for $17,500.00 was reversed by the Appellate Court and the case remanded for a new trial.

Lazarus Silverman vs. The Sanitary District of Chicago, in the Circuit Court of Cook County, General No. 162,798. This is an ejectment suit for $1,000.00.

American Forcite Powder Company vs. Michael Guilford, John P. Agnew, et al, general No. 224,284, in the United States Circuit Court. This is a creditor's bill based upon a judgment obtained by the complainant against Michael Guilford.

Joseph O. Wright vs. The Western Dredging and Improvement Company, General No 193,710, in the Circuit Court of Cook County. This is a petition for a mechanic's lien.

McArthur Brothers vs The Sanitary District of Chicago, General No. 197,437 in the Circuit Court of Cook County. This is an assumpsit suit for $70,000 00.

John V. Farwell vs. The Sanitary District of Chicago, et al, General No. 200,956, in the Superior Court of Cook County. This is a suit in case for $10,000.00 damages claimed to have been caused by the flooding of the basement of one of the buildings belonging to the plaintiff and destroying a large amount of property.

The closing up of Thirty-first Street by the erection of the Southwest Boulevard Bridge resulted in the filing of six suits against the Sanitary District, the total amount of damages claimed aggregating the sum of $315,000 00.

John Busse, et al, vs. The Sanitary District of Chicago, General No. 303,692, in the Superior Court of Cook County. This is a suit in case for $10,000.00 damages.

Walter C. Larned, et. al., vs. The Sanitary District of Chicago, General No. 203,777, in the Superior Court of Cook County. This is a damage suit for $125,000.00.

William Rohn vs The Sanitary District of Chicago, General No. 204,055, in the Superior Court of Cook County. This is a suit in case for $30,000.00 damages caused by the Sanitary District of Chicago closing up Thirty-first Street, thus preventing ingress and egress to and from the property of the plaintiff.

William Mensching vs. The Sanitary District of Chicago, General No. 204,057, in the Superior Court of County. This is a damage suit for $125,000 00.

John L. Henry vs. The Sanitary District of Chicago, General No. 209,276, in the Superior Court of Cook County. This is a suit in case for $2,000.00 damages claimed to have resulted to certain premises belonging to the plaintiff.

The Sanitary District of Chicago, for the use, etc., vs Agnew, et. al., General No. 171,500, in the Circuit Court of Cook County. This is a suit in debt for $50,000.00, based upon the bond of Agnew & Company. The District in this case is purely a nominal party.

Wright, Meysenberg, Sinclair & Carry vs. The Sanitary District of Chicago, General No. 192,856, in the Superior Court of Cook County. This is an assumpsit suit for $146,351.34 for pumping water from Section 14, raising certain banks, back filling put in, loss of time, loading rock and clay and loss of bonds, and is pending before Judge Stein.

Griffiths & McDermott Construction Co. vs. The Sanitary District of Chicago, General No. 205,754, in the Circuit Court of Cook County, before Judge Tuthill. This is an assumpsit suit for $150,000.00 for extras on Section 1.

George Beidler, Augustus Beidler, Francis and Davis Beidler and Emma Biedler Camp, vs. The Sanitary District of Chicago, General No. 214,814, in the Circuit Court of Cook County. This is a suit in case for $10,000 00 and is on Judge Clifford's calendar.

The Quaiey Construction Company vs. The Sanitary District of Chicago, General No. 182,-

754, in the Circuit Court of Cook County. This is an assumpsit suit for $150,000 for extras on Section 5, and is now pending on Judge Dunne's calendar. A rule has been entered on the plaintiff to file a bill of particulars, which rule has not yet been complied with.

Gahan & Byrne vs. The Sanitary District of Chicago, General No. 212,391, in the Circuit Court of Cook County. This is an assumpsit suit for $50,000 00 for extras on Section 18, and is now pending on Judge Hanecy's supplemental calendar.

Postal Telegraph Cable Co. vs. The Sanitary District of Chicago, General No. 202,574, in the Circuit Court of Cook County. This is an assumpsit suit for $4,000.00, before Judge Burke, and is for the cost of removing telegraph poles and wires of the plaintiff from the right of way of the Sanitary District of Chicago and putting them up on other property.

Michael Guilford vs. John P. Agnew and John McGillen, surviving partners of the firm of Francis Agnew & Company; The Sanitary District of Chicago, and Mason, Hoge, King & Co., General No. 174,499, in the Circuit Court of Cook County. This is a suit in trover for $35,000 00, and is now pending before Judge Tuley. The property claimed in this case was the plant belonging to the plaintiff, which was claimed to have been seized by the Sanitary District of Chicago and turned over to other contractors on Section 8.

John McKechney, surviving partner of the firm of Wier, McKechney & Co. vs. The Sanitary District of Chicago, General No. 221,692, in the Circuit Court of Cook County. This is a suit in case for $500,000 00, and is now pending on Judge Hanecy's calendar.

P. H. O'Donnell, Adm., vs. The Qualey Construction Company, et al, General No. 175,374, in the Circuit Court of Cook County. This is a suit for damages for $5,000.00.

Griffiths & McDermott vs. The Sanitary District of Chicago, General No. 181,343, in the Circuit Court of Cook County. This is an assumpsit suit for $150,000 00.

Mason, Hoge, King & Co. vs. The Sanitary District of Chicago, General No. 194,751, in the Circuit Court of Cook County. This is a suit in case for $10,000.00.

McMahon & Montgomery Co. vs. The Sanitary District of Chicago, General No 198,939, in the Circuit Court of Cook County. In this case the plaintiffs secured a verdict for $179,595.00 for extras. The case is now pending upon motion for a new trial, and will probably be appealed to the Appellate Court.

Peter McCullough vs. The Sanitary District of Chicago, General No. 203,113, in the Circuit Court of Cook County. This is a personal injury suit for $10,000.00.

J. H. Lomax vs. The Sanitary District of Chicago, General No. 208,405, in the Circuit Court of Cook County. This is an assumpsit suit for $5,000.00 for interest in a judgment on a condemnation suit which accrued while the case was being appealed to the Supreme Court.

Robert M. McAdam vs. The Sanitary District of Chicago, General No. 210,876, in the Circuit Court of Cook County. This is a suit in trespass for $10,500.00.

William J. Adam vs. The Sanitary District of Chicago, General No. 210,897, in the Circuit Court of Cook County. This is a suit in trespass for $2,500.00.

Janet H. Royer vs. the Sanitary District of Chicago, General No. 211,733, in the Circuit Court of Cook County. This is a trespass suit for $2,500.00.

The City of Chicago vs. The Sanitary District of Chicago, General No. 214,269, in the Circuit Court of Cook County. This is an assumpsit suit for $2,000 00, and is for certain expenses incurred by the city in operating the Bridgeport Pumping Works, and which it is alleged the Sanitary District agreed to pay.

George Beidler, Augustus Beidler, et. al., vs. The Sanitary District of Chicago, General No. 214,814, in the Circuit Court of Cook County, This is a damage case for $10,000.00 for damages caused to the real property of the paintiff by the lowering of the water in the slip.

William Behrer vs. The Sanitary District of Chicago, and the Trustees General No. 202,140, in the Circuit Court of Cook County. This is a bill for an injunction.

Philip M. Prescott vs. The Sanitary District of Chicago, General No. 207,760, in the Circuit Court of Cook County. This is a bill for the specific performance of a contract by which the District agreed to build a levee necessary to protect the property of the complainant from overflow.

The Sanitary District of Chicago vs. The City of Chicago, General No. 219,719, in the Circuit Court of Cook County. This is a petition praying for a mandatory injunction requiring the defendants to complete the Thirty-ninth Street conduit.

Davis L Frank vs. The Sanitary District of Chicago, General No. 216,390, in the Superior Court of Cook County.

Joseph LaMantia vs. The Sanitary District of Chicago, General No. 220,135, in the Circuit Court of Cook County. This is a personal injury suit for $5,000.00.

The Sanitary District of Chicago vs. Hugo

Boehme and Belle F. Boehme, General No. 18,097, in the Circuit Court of Will County. This is a suit in covenant for $5,000.00 for the failure of title to certain premises conveyed to the District.

Esther Jane Pierce vs. The Sanitary District of Chicago, General No. 18,346, in the Circuit Court of Will County. This is a suit for $2,500.00 for damages to certain real property.

The Joliet Pioneer Stone Co. vs. The Sanitary District of Chicago, General No. 18,346, in the Circuit Court of Will County.

Patrick R. Bannon vs. The Sanitary District of Chicago, General No. 18,358, in the Circuit Court of Will County. This is a suit for $40,000.00 damages to certain real estate by reason of the overflow of the Des Plaines River.

Carl Geike vs. The Sanitary District of Chicago, General No. 18,465, in the Circuit Court of Will County. This is a personal injury suit for $5,000.00.

John Herbert vs. The Sanitary District of Chicago, General No. 18,552, in the Circuit Court of Will County. This is a suit for $2,500.00 for damages caused to the defendant by the destruction of a spring.

Peter Conroy vs. The Sanitary District of Chicago, General No. 18,584, in the Circuit Court of Will County. This is a damage suit for $5,500.00 for damages caused by overflow.

James Conroy vs. The Sanitary District of Chicago, General No. 18,585, in the Circuit Court of Will County. This is a suit for $5,500.00 for damages caused by overflow.

Jacob Adler vs. The Sanitary District of Chicago, General No. 18,586, in the Circuit Court of Will County. This is a damage suit for $5,500.00 for damages caused by overflow.

The American Trust and Savings Bank, etc., vs. The Sanitary District of Chicago, in the Circuit Court of Will County. This is a suit for $20,000.00 for damages caused by overflow.

August J. Triebull vs. The Sanitary District of Chicago, General No. 204,056, in the Superior Court of Cook County. This is a suit for $2,500.00 for damages for the closing up of Thirty-first Street.

James B. Clow & Sons vs. The Sanitary District of Chicago, General No. 221,454, in the Circuit Court of Cook County. This is a bill for an injunction.

John McKechney, etc., vs. The Sanitary District of Chicago, General No. 221,692, in the Circuit Court of Cook County. This is a suit for $500,000 00 for extras.

Mary A. Prescott McArthur vs. The Sanitary District of Chicago, General No. 221,751, in the Circuit Court of Cook County. This is a bill for an injunction to require the Sanitary District to erect a levee required to protect certain property of the complainant at Lockport, Illinois, from the overflow of the Des Plaines River.

Archibald McArthur, et. al., vs. The Sanitary District of Chicago, General No. 222,202, in the Circuit Court of Cook County. This is a case for $100,000.00 for extras.

E. S. Alderman vs. The Sanitary District of Chicago, General No. 18,646, in the Circuit Court of Will County. This is a damage suit for $5,000.00 for injury to certain premises caused by overflow.

Edwin J. Zimmer vs. The Sanitary District of Chicago, General No. 218,686, in the Superior Court of Cook County. This is a personal injury suit for $3,000 00.

The City of Joliet vs. The Sanitary District of Chicago, General No. 18,686, in the Circuit Court of Will County. This is a damage suit for $1,000.00.

The Sanitary District of Chicago vs. Thomas T. Johnston, General No. 218,843, in the Superior Court of Cook County. This is a replevin suit to secure the possession of certain letter books now held by the defendant.

Angus & Gindele, etc., vs. The Sanitary District of Chicago, General No. 223,374, in the Circuit Court of Cook County. This is an assumpsit suit for $50,000.00 for extras.

Jane S. Martin vs. The Sanitary District of Chicago, General No. 224,401, in the Circuit Court of Cook County. This is a bill for an injunction.

Star and Crescent Milling Co. vs. The Sanitary District of Chicago, et al, General No. 231,782, in the Circuit Court of Cook County. This is a damage suit for $200,000.00 for damages to certain property of the plaintiffs caused by the erection of the Randolph Street bridge.

The Sanitary District of Chicago vs. Francis Livingstone, General No. 225,511, in the Circuit Court of Cook County. This is a *scire facias* to revive a judgment.

American Forcite Powder Manufacturing Co. vs. Michael Guilford et al, General No. 24,284, in the Circuit Court of the United States. This is a creditor's bill.

The City of St. Louis vs The Sanitary District of Chicago, General No. 25,436, in the Circuit Court of the United States. This is a bill for an injunction to restrain the Sanitary District from operating the Main Channel.

Streeter & Kenefick vs. The Sanitary District of Chicago, General No. 25,754, in the Cir-

cuit Court of the United. This is an assumpsit suit for $125,000.00 for extras.

James Davidson vs. The Sanitary District of Chicago, General No. 9,290, in the District Court of the United States. This is a libel suit for $6,423.88 for repairs to the Steamer "Juliet."

W. H. Wallace vs. the Steam Barge "H. Luella Worthington," General No. 9,332, in the District Court of the United States. This is a libel suit for $4,321.05.

The Hawgood & Avery Transfer Co. of Cleveland vs. The Sanitary District of Chicago, et. al., General No. 9,341, in the District Court of the United States. This is a libel suit for $1,479.45.

State of Missouri vs. the State of Illinois, No. 5 in the Supreme Court of the United States. This is a bill for an injunction to prevent the operation of the Main Channel.

The Sanitary District of Chicago vs. the Chicago, Rock Island and Pacific Railway Company, General No. 217,030, in the Circuit Court of Cook County. This is a petition for the condemnation of certain property adjacent to the Chicago River.

The Sanitary District of Chicago vs. Michael C. McDonald, et. al., General No. 219,398, in the Circuit Court of Cook County. This is a petition for the condemnation of certain property required for the widening of the Chicago River.

The Sanitary District of Chicago vs. The Philadelphia and Reading Coal and Iron Co., General No. 219,520, in the Circuit Court of Cook County. This is a condemnation suit.

The Sanitary District of Chicago vs. Western Electric Company et al, General No. 220,672, in the Circuit Court of Cook County, This is a petition for condemnation.

The Sanitary District of Chicago vs. The Chicago Terminal Transfer Railroad Company, General No. 220,891, in the Circuit Court of Cook County. This is a petition for condemnation of certain property adjacent to the Chicago River.

The Sanitary District of Chicago vs. Livingston W. Fargo, General No. 220,892, in the Circuit Court of Cook County. This is a petition for condemnation.

The Sanitary District of Chicago vs. Cosmopolitan Electric Company et al, General No. 220,893, in the Circuit Court of Cook County, This is a petition for condemnation.

The Sanitary District of Chicago vs. Eugene H. Pearson, trustee, et al, General No. 220,965, in the Circuit Court of Cook Dounty. This is a petition for condemnation.

The Sanitary District of Chicago vs. The Chicago Terminal Transfer Railroad Company, General No. 220,996, in the Circuit Court of Cook County. This is a petition for the condemnation of certain property adjacent to the Chicago River.

James Sanford et al vs. The Sanitary District of Chicago, General No. 9368, in the District Court of the United States. This is a libel suit for $4,842.64.

Franklin Transit Company et al vs. The Sanitary District of Chicago, General No. 9354, in the District Court of the United States. This is a libel suit for $3,677 35.

Charles C. Gilman et al vs. The Sanitary District of Chicago, General No. 26067 in the Circuit Court of the United States. This is an assumpsit suit for $110,000.00 for extras.

The Sanitary District of Chicago vs. The Omaha Packing Company et al, General No. 223,393, in the Circuit Court of Cook County. This is a petition for condemnation.

The Attorney had rendered opinions, both oral and written, upon legal questions which have arisen at various times during the past year and which have been referred to him by the Board of Trustees, or by the heads of the several Departments. The more important subjects considered are as follows:

The power of the District to construct a sewer connecting the Main Channel with the sewer at Central Avenue in the Town of Cicero.

As to the constitutionality of the statute permitting the District to be sued outside of Cook County for damages to real estate caused by overflow.

As to the legal liability of the District for the capitalization of the bridge erected for the Chicago Terminal Transfer Railroad Company.

As to whether or not the Sanitary District had a legal right to enter into the contract, dated September 3, 1897, providing for the construction of an additional span for the bridge of the Chicago Terminal Transfer Railroad Company and providing for the maintainance of the same.

In reference to the liability of the District for the claim of Marsh & Bingham Company.

As to what rights the Western Stone Company possesses by virtue of the lease and contract of July 27, 1892, to the stone on any of the portion of the right of way of the Sanitary District of Chicago.

In reference to the liability of this District for damages caused to the steamer "Italia" and the barge "Amazon" caused by the pro-

jection of the coffer-dam in the channel of the South Branch of the Chicago River.

In reference to the bill of William F. A. Bernamer for services rendered the District in the litigation required to collect certain taxes.

In reference to the Sanitary District's power to modify the decree in the case of the Canal Commissioners vs. The Sanitary District of Chicago, wherein it was provided for the erection of a permanent masonry wall in the Upper Basin at Joliet.

In reference to the claim of John F. Quinn, upon money due Heldmaier & Neu from the Sanitary District.

As to what remedy, if any, the Sanitary District has against the City of Chicago on account of the delay in the completion of the Thirty-ninth Street intercepting sewer.

In regard to the adjustment with the Pennsylvania Company for the cost of maintaining the railroad bridge constructed for it; in reference to the claim of the District vs. A. & P. Roberts Company for delay in the construction of the bridge near Campbell Avenue.

As to whether or not Laflin Street has been laid out to cross certain lots adjacent to the Chicago River in Green's South Branch Addition.

Whether the City of Chicago is exempt from damages to private property by reason of the removal of the lateral support of certain property to a less degree than the Sanitary District.

The removal of the support to the property involved being occasioned by the excavation required in constructing piers for the bridges across the Chicago River.

In regard to the claim of Green's Dredging Company for work done in repairing the pneumatic tubes which were broken by it in dredging the Chicago River.

As to the right of Lydon & Drews Company by virtue of its contract with the District dated September 21, 1900, to insist that they be allowed to excavate lots 220 and 221, in Green's South Branch Addition.

As to the right of Michael C. McDonald and his assigns to construct a railroad track across Harrison Street immediately east of the bridge.

In reference to the power of the Sanitary District to acquire by condemnation certain railroad property along the Chicago River.

In regard to the right of the Sanitary District to erect a temporary pontoon bridge across the Chicago River at Randolph Street during such time as the construction of the permanent bascule bridge interfered with traffic at that point.

The expenditures of the Law Department, for the year ending December 31, 1901, are as follows:

January	$ 7,464 61	
February	6,350 23	
March	2,801 06	
April	2,481 16	
May	3,328 50	
June	2,195 56	
July	3,728 64	
August	3,064 86	
September	5,285 30	
October	5,158 25	
November	9,602 65	
December	11,975 78	
Total		$63,434 60
Less costs refunded in McGuirl case		100 80
Total disbursements		$63,333 80

Under the rules, this department is charged with the duty of preparing leases, deeds, committee reports, contracts, ordinances, and all other legal papers required by the Board. To it also are referred the various claims and demands which are constantly being made upon the District; claims by owners of property adjacent to the right of way of the District for damages to land; demands by contractors for extras and for profits on work claimed to be called for under their contracts, but which the District does not admit, and a great variety of others.

The work of the department for the coming year promises to materially increase. It will be occupied in making investigations and in securing agreements with reference to the property adjacent to the North Branch of the Chicago River; the prosecution of cases for violation of the city ordinances; providing a penalty for the pollution of the river; the examination of abstracts of complicated titles to the real estate adjacent to the Chicago River and the preparation of the records, abstracts and briefs for the cases appealed to the upper court. The acquiring of the necessary right of way along the Chicago River will undoubtedly result in enormous claims for damages and consequent difficult and protracted trials. The numerous suits for extras filed by former contractors will require great care and perseverence on the part of this department to defeat.

I subjoin herewith a tabulated statement of all the land acquired by the District for its corporate purposes, including the manner of acquisition, the amount paid for the same, from whom acquired, and the date of the deed or decree, also an inventory of the personal property controlled by the Law Department, during the year ending December 31, 1901. For

a tabulated statement of the property heretofore acquired for the corporate purposes of the Sanitary District see my annual report for the year 1900 (page 7112 of the Proceedings of 1901).

Respectfully submitted,

JAMES TODD,

Attorney.

Right of Way Acquired During the Year 1901.

Tracts No. 123 and 124, acquired from W. L. Scott Company, by purchase, on October 26, 1901, for $6,683.42, containing 5,940.81 square feet described as follows:

That part of lots 5 and 6, in H. L. Stewart and others' subdivision of Lots 11 to 20, in Block 2, of South Branch Addition of the southeast fraction of the northwest quarter of Section 28, Township 39 North, Range 14, east of the Third Principal Meridian, (except 15 acres from the west side and 8 acres from the north end thereof) lying north of the following described line: Beginning at a point in the west line of Lot 6, in said H. L. Stewart and others' subdivision 152.95 feet distant from the southwest corner thereof, measured along said west line, running thence easterly to the point of intersection of the present (July 1901), south dock line of the South Branch of the Chicago River with the east line of Lot 4, in said H. L. Stewart and others' Subdivision, said point of intersection being 162.03 feet distant from the southeast corner of said Lot 4, measured along the east line of the same.

Tract No. 114, acquired from Northwestern University, by purchase, on December 9, 1901, for $2,696.65, containing 6,741.62 square feet, described as follows:

That part of Lot 3 in Brainard & Evans Subdivision of Block 2, Canal Trustees Subdivision of the block in the south fractional one-half of Section 29, Township 39 North, Range 14, east of the Third Principal Meridian lying west of a line described as follows: Beginning at a point in the east line of Quarry Street 270.56 feet north of the north line of Water Street (now vacated) measured along said east line, running thence easterly to a point in the present (November 15, 1901) south dock line of the South Branch of the Chicago River, said point being 551.6 feet east and 304.84 feet north of the northeast corner of Quarry Street and Water Street (now vacated).

Tract 122, acquired from The W. L. Scott Company, by purchase, on October 26, 1901, for $4,828.24, containing 4,287.32 square feet, described as follows:

That part of Lot 1 in D. Kreigh's Subdivision of south fraction of west half of northwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian (lying north of Archer Road), lying north of the following described line: Beginning at a point in the west line of Lot 6 in Stewart and others subdivision of Lots 11 to 20 in Block 2 of South Branch Addition of southeast fraction of northwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, 152.95 feet distant from the soutwest corner of Lot 6, measured along said west line; running thence westerly 146.13 feet on a line which intersects the east line of Halsted Street at a point 620.78 feet north of the northeast corner of Halsted Street and Archer Avenue; running thence southwesterly to a point in the west line of said Lot 1, said point being 594.73 feet distant from said northeast corner of Halsted Street and Archer Avenue.

Tracts 41 and 42, acquired from Robert H. Law, et. al., by condemnation, for $20,875.23, on March 4, 1901, containing 17,041 square feet, described as follows:

That part of Lot 1, and that part of Lots 1, 2, 3, 4, 5 and 6, in Thomas Stinson's Subdivision of Lot 2, in Block 14 in 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 the following described line. Beginning at a point in the north line of said Lot 1, Block 14, 238 feet east of the northwest corner of said Lot 1, Block 14, measured along said north line; running thence southwesterly to a point in the dividing line between Lots 2 and 3, in said Block 14, 190.5 feet southeasterly of the northwest corner of said Lot 3, excepting therefrom the property recently purchased by the United States Government.

Tract 147, acquired from William R. Mannierre, by purchase, on June 1, 1901, for $6,955.37, and described as follows:

That part of Lot 1, Block 34, 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 northwesterly of the following described line: Beginning at a point in the dividing line between Lots 1 and and 2, in said Block 34, 159 feet northwesterly of the west line of Canal Street, measured along said dividing line; running thence northeasterly to a point in the northeasterly line of said Lot 1, 61.5 feet northwesterly of the west line of Canal Street, measured along said northeasterly line of said Lot 1.

Tract 96, acquired from James Maxwell, by

purchase, on June 19, 1901, for $51,465.13, and described as follows:

Lots 220 and 221, in Green's South Branch Addition extended, being a subdivision of that part of the northwest quarter of Section 29, Township 39 North, Range 14, east of the Third Principal Meridian, not heretofore subdivided into lots, together with Block 32 in Canal Trustees' Sub-division of block in the south fractional half of Section 29, Township 39 North, Range 14, east of the Third Principal Meridian, bounded on the east by Stetson's Canal, on the west by Arnold's Canal, south by the South Branch of the Chicago River and north by the south line of Laflin Street and the south line of Lots 219 and 222, in said Green's South Branch Addition extended.

Tract 50, acquired from Eugene H. Pearson et al, by purchase, on October 24, 1901, for $9,-179.70, containing 9,179.7 square feet, and described as follows:

That part of Lot 2, Block 35, in 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 in the dividing line between Lots 4 and 5, in said Block 35, 169.38 feet distant from the northwest corner of said Lot 4, measured along said dividing line; running thence northeasterly to a point on the west line of Lot 5, Block 14, in said Canal Trustees' Subdivision, 156.76 feet distant from the northwest corner of said Lot 5, measured along said west line of said Lot 5.

Tract 58, acquired from Illinois Stone Company, on October 4, 1901, for $5,600.00, by purchase, containing 4,480 square feet, and described as follows:

That part of Lot 10, Block 35, in 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 in the north line of Twenty-second Street, 153.94 feet east of the northeast corner of Lumber and Twenty-second Streets, measured along said north line; running thence northeasterly to a point in the dividing line between Lots 5 and 6, in said Block 35, 194.95 feet distant from the northwest corner of said Lot 5. measured along said dividing line.

Inventory of the Law Department.

Room 1104:
1 large cylinder desk.
1 revolving desk chair.
8 office chairs.
1 Wilton rug.
1 small rug.
1 cuspidor.
1 waste basket.
1 wire waste basket.
1 small book rack.

Room 1105:
3 roller top desks.
4 revolving office chairs.
1 flat top desk.
2 stools.
3 cuspidors.
2 electric desk lamps.
1 large velvet rug.
3 waste baskets.

Room 1106:
1 roller top desk.
2 office chairs.
1 Wilton rug.
1 copying press and cabinet.
1 copying cloth bath.
1 Remington typewriter.
1 typewriter desk.
1 typewriter chair.
2 cuspidors.
1 wire desk basket.
2 waste baskets.
1 eye-letting machine.
1 telephone stool.
1 crayon portrait.

Room 1107:
1 roller top desk.
1 desk chair.
5 office chairs.
1 wire waste basket.
2 cuspidors.
1 large rug.
1 30-crate Wernicke bookcase.
1 18-crate Wernicke bookcase.
1 6-crate Wernicke bookcase.
1 library table.
1 electric desk lamp.
2 wire desk baskets.
1 picture of Drainage Canal.
Old Wood's Building, Joliet.
2 tables.
18 office chairs.
1 cupboard.
Maps.
Atlas, Joliet right of way.
1 roller top desk.
1 desk chair.
1 flat top desk.
4 cuspidors.
1 stove (Elegant).

Miscellaneous.

Abstracts of Title, Bound:
Cook County, Vol., 7.
Will County, Vol.. 146.
DuPage County, Vol., 5.
Bill and letter files, 20.
Lange's document files, 7.
Awnings, 7.
Court dockets, 6.
Binders for proceedings, 6.
Blank contracts and specifications, 1000.
File boxes
Pens, rules. erasers, etc.
Legal blanks, assorted.
Ink, wells, etc.
Miscellaneous stationery.
Miscellaneous abstracts.

Inventory of Library--

	VOLUMES
Admiralty, Benedict's	1
American Digest, 1897-1901	7
American and English Encyclopedia of Law	29
Second Edition	20
Almanac, Daily News	5
By-laws, Boisot	1
Briefs, bound	13
Canal Commissioners' reports	2
Chancery Pleading and Practice, Daniel	3
Chancery Pleading and Practice, Puterbaugh.	1
Chicago, Law and Ordinances	2

	Volumes
Chicago, Revised Code	3
Civil Law, Moore	1
Contracts, Bishop	1
Corporations Cook,	2
Criminal Law, Moore	1
Dictionary of Law, Anderson	1
Dictionary of Law, Black	1
Damages by Corporations, Harris	2
Damnum Absque Injuria, Weeks	1
District vs. Cullerton	1
Digest, U. S., new series	18
Digest, U. S., 1st series	15
Digest of U. S.; general	8
Digest, index, U. S. Supreme Court	3
Digest, general, of Am. and Eng. Ency. of Law.	4
Digest, U. S. table of cases	1
Digest, Illinois, Lang	5
Digest, Illinois, Kenney	6
Drainage Canal, Brown	1
Eminent Domain, Lewis	1
Estoppel, Bigelow	1
Evidence, Greenleaf	3
Extraordinary Legal Remedies, High	1
Former Adjudication, Van Fleet	2
Fraud, Bigelow	2
Forms, Encyclopedia of	14
Forms, Precedents, Illinois, McNeil	3
House Bills	3
Hurley vs. Sanitary District	3
Hurd's Statutes	2
Injunctions, High	2
Instructions, Sackett	1
Illinois Laws	6
Illinois, Annotated Statutes, Star & Curtis	3
Illinois Citations, Shepard	1
Illinois Citations, Bowman	1
Illinois Citations, Bowman, Sup	1
Illinois Rev. Statutes, Hurd	1
Illinois Citations and Overruled Cases, Evans.	1
Illinois Appellate Court Reports	98
Illinois Supreme Court Reports	192
Joliet Council Proceedings	1
Liens, Jones	2
Legal Forms, Jones	1
Legislative Directory	1
Marine Collisions, Spencer	1
Mandamus, Merrill	1
Modern Eq. Juris., Beach	2
Modern Eq. Prac., Beach	2
Municipal Securities, Hainer	1
Municipal Corporations, Dillon	2
Municipal Corporations, Tiedeman	1
Negligence, Law of	2
Negligence of Municipal Corporations, Jones.	1
Non-Contract Law, Bishop	1
Nuisances, Wood	2
Parties to Actions, Dicey	1
Personal Injury, Bailey	2
Personal Property, Schouler	2
Pleading and Practice, Shinn	2
Pleading and Practice, Encylopedia	22
Pleading and Practice, Puterbaugh, Law	2
Practice, Supreme Court of Illinois	1
Proceedings, Cook County Commissioners	1
Proceedings, Sanitary District	9
Public Corporations, Beach	2
Public Health and Safety	1
Public Officers, Throop	1
Real Property, Hopkins	1
Real Property, Tiedeman	1
Revised Statutes of United States	1
Revised Statutes of United States	3
Roads and Streets, Elliott	1
Rules of Court, Illinois	1
Rules of Practice, United States Courts	1
Senate Bills	1
Special Assessments	1
State Board of Equalization	1
Tax Titles, Blackwell	2
Taxation, Cooley	1
Trusts, Perry	2
Township Laws, Haines	1
Trial Evidence, Abbott	1
Trials, Thompson	2
Trials of Title to Lands, Sedgwick	1

	Volumes
Ultra Vires, Reece	1
United States Supreme Court Reports	182
Waters, Gould	1
Puterbaugh's Pleading and Practice, Law	2

REPORT ON BID FOR CONSTRUCTING AND ERECTING PUMPING ENGINES AT THIRTY-NINTH STREET PUMPING STATION.

Mr. Baker, member of the Committee on Engineering, presented a report from the Committee, with reference to the bid received for designing, constructing and erecting pumping engines at the pumping station at Thirty-ninth street and Lake Michigan, being the intake of the Thirty-ninth Street conduit, presented and referred to the Committee at the meeting held March 5, 1902 (page 7772 of the Proceedings), the report being accompanied by reports from Chief Engineer Randolph and G. H. Benzenberg, Consulting Engineer; the Committee recommending that the contract be awarded to the Allis-Chalmers Company, of Milwaukee and Chicago, and that the President and Clerk be authorized and directed to execute a contract with said company under conditions as set forth in the report.

The report is as follows:

CHICAGO, April 30, 1902.

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

GENTLEMEN—The Committee on Engineering to which was referred the bid opened at the meeting of the Board of Trustees held on the 5th day of March, 1902 (page 7772 of the Proceedings), for designing, constructing and erecting pumping engines at pumping station at Thirty-ninth Street and Lake Michigan, being the intake of the Thirty-ninth Street Conduit, in the City of Chicago, herewith reports that but one bid was received, being from the Allis-Chalmers Company, of Milwaukee and Chicago.

The Committee having carefully considered said bid recommends that the contract for designing, constructing and erecting said pumping engines at said pumping station be awarded to the said Allis-Chalmers Company at the prices named in its bid.

The Committee further 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 Allis-Chalmers Company and its bond approved by the Committee on Finance.

Respectfully submitted,

WM. H. BAKER,
Z. R. CARTER,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Engineering.

(Two enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Legner, Smyth and Wenter—Six.

Nays—None.

REPORT IN REFERENCE TO ADJUSTMENT OF CLAIM OF M'CARTHY & NEWMAN FOR WORK IN RE-LOCATING CERTAIN BUILDINGS.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, with reference to the claim of McCarthy & Newman for work in connection with changing the location of certain buildings on the property of the Illinois Stone Company, at Twenty-second Street and the Chicago River, the report being accompanied by the Chief Engineer's recommendation in regard to the settlement of said claim.

The report is as follows:

CHICAGO, April 30, 1902.

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

GENTLEMEN — The Committee on Finance to which was referred the claim of McCarthy & Newman for work done and labor and material furnished in changing the location of buildings, etc., on the property of the Illinois Stone Company, in accordance with the order of the Chief Engineer given on the 7th day of January, 1902, herewith reports that it has carefully considered the said bill and the subject matter thereof, together with the recommendation of the Chief Engineer in regard thereto, and recommends that the President and Clerk of the District be authorized and directed to pay in the usual manner the sum of $351.00 to the said McCarthy & Newman, when they shall have executed a receipt and release in full discharging the District from any and all claims or demands which have arisen or may arise under said order.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(One enclosure.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Legner, Smyth and Wenter—Six.

Nays—None.

The following is the recommendation from Chief Engineer Randolph to the Committee on Finance, with reference to the bill of McCarthy & Newman:

"CHICAGO, April 25, 1902.

To the Committee on Finance:

GENTLEMEN—On the 21st inst. you referred to me the bill of McCarthy & Newman for work claimed to have been done in connection with the order given for the change of location of buildings, etc. on the Illinois Stone Company's property at Twenty-second Street and the River. I communicated with Messrs. McCarthy & Newman and have received from them a letter which reads as follows:

"In answer to your letter of April 23d, making inquiries as to whether our bill of February 21st, amounting to $351.00, is complete, will say that same is a settlement in full for all claims we have against the Sanitary District for work done by us

under our contract at the Illinois Stone Co. dock at Twenty-second Street bridge."

I am prepared to recommend an adjustment with these parties on the basis of their bill as a full settlement of all claims against this District on account of the order as given.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer."

REPORT DISALLOWING CLAIM OF WILLIAM KUPPER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to, and accompanied by, the report from Chief Engineer Randolph to the Committee, on the claim of William Kupper, for $211 63.

The report is as follows:

CHICAGO, April 30, 1902.

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

GENTLEMEN — The Committee on Finance transmits herewith the report of the Chief Engineer on the claim of William Kupper, amounting to $211.63, for certain lumber belonging to him and alleged to have been used by the District in 1899.

The Committee recommends that the said report of the Chief Engineer be concurred in, and that said claim be not allowed.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(Six enclosures.)

Mr. Carter, seconded by Mr. Cloidt, 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 from Chief Engineer Randolph to the Committee on Finance, relative to the claim of William Kupper:

"CHICAGO, April 28, 1902.

To the Committee on Finance:

GENTLEMEN—Taking up again the claim of Wm. Kupper, I have to report as follows: I communicated with Mr. H. B. Alexander, formerly in charge of this work, and he advised me that it was his recollection that all of the lumber taken from the pile claimed by Kupper was returned without injury but that I could get further information from Mr. Chambers who was foreman on the work. I saw Mr. Chambers and he told me that he was sure I would find in our files a report from Mr. Alexander on this subject accompanied by his report, made when all of the facts were fresh in mind. I find in our files a communication from Mr. Alexander to Mr. Wm. Trinkaus, Record Clerk, dated Lockport, July 10, 1900, which reads as follows:

'I enclose bill of Wm. Kupper for $129.28 without certification as I find that we only used some of the lumber temporarily and in every case returned the material without damage. I enclose letter of Mr. Chambers and Mr. Hume, his clerk, in regard to the use of the planks and timber, which shows that other parties probably took the material.

(Signed) H. B. ALEXANDER.'

The bill submitted at that time was for

16 pieces 8x10x28.
18 pieces 8x 8x 8.
7 pieces 3x12x20.
19 pieces 3x10x20.

The total claim amounted to $129.28.

Mr. Chambers' report supported by Mr. Hume is in line with the statement made by Mr. Alexander. You will see that since the original bill was filed it has grown from $129.28 to $211.63. These being the facts as nearly as I can ascertain them, I recommend that the claim of Wm. Kupper be not allowed.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO LEASE OF LANDS TO MODESTO LENZI AND LEOPOLD KORHEER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, transmitting forms of leases to be entered into and executed by the President and Clerk of the Board with Modesto Lenzi and Leopold Korheer, for the lease of certain lands owned by the District along the banks of the Main Channel.

The report is as follows:

CHICAGO, April 30, 1902.

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

GENTLEMEN — The Committee on Finance 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 are to be used for farming and grazing purposes. The following are submitted for approval:

To Modesto Lenzi, the land hereinafter described, at a rental of $280.00, until December 31, 1902.

To Leopold Korherr, the land hereinafter described, at a rental of $140.00, until December 31, 1902.

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 to execute on behalf of the District said leases to the parties, respectively, as above set forth, the said parties having complied with the terms and conditions thereof which were deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Legner, Smyth and Wenter—Six.

Nays—None.

The following is the form of lease to Modesto Lenzi:

THIS INDENTURE, Made this 1st day of April, A. D. 1902, by and 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 Modesto Lenzi, of Gary, 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 eighty (80) acres more or less in Sections twenty-two (22), twenty-three (23), twenty-seven (27), twenty-eight (28) in Township thirty-eight (38) North, Range twelve (12), 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 Sections "B" and "C" of said Sanitary District of Chicago, 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 thirteenth (13th) day of April, in the year of our Lord One Thousand Nine Hundred and Two, for and during and until December thirty-first, One Thousand Nine Hundred and Two.

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 the said party of the second part, it will 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 part, in Chicago, the sum of two hundred and eights dollars ($280.00) per annum, payable in advance. The said first party further reserves the right to go upon said property at any time for surveying or for any other corporate uses which said party of the first part may desire to subject said property to It is further agreed by the said party of the second part that if at the time of making the survey as provided for herein it is discovered that there is more tillable land in said tract than is provided for in the description of the premises herein leased, then upon due notice thereof the said party of the second part shall pay to the said first party the sum of three and fifty one hundredths dollars per acre in excess of that herein described.

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 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, 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 the 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 commission and attorneys' 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 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 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 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 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, agents, attorney or assigns, a valid and first lien upon any and all goods, chattels and 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, agents, attorneys and 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, agents, attorney or assigns, immediately upon the determination of said term as aforesaid; and if he shall remain in possession of the same one (1) 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 attorneys' 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 SANITARY DISTRICT OF CHICAGO.

[SEAL] By THOMAS A. SMYTH,
President.

Attest:

A. R. PORTER.
Clerk.

[SEAL] MODESTO LENZI.

The following is the form of lease to Leopold Korherr.

THIS INDENTURE, Made this first (1st) day of March, in the year of our Lord one thousand nine hundred and two (1902), between the Sanitary District of Chicago, a corporation organized and existing under the laws of the State of Illinos, party of the first part, and Leopold Korherr, 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 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 northwest quarter of Section seven (7), Township thirty-eight (38) North, Range thirteen (13), east of the Third Principal Meridian, lying northerly of a line two hundred (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 Railroad Company, containing forty (40) 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 appurtenance, 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 and two (1902), for, and during, and until December thirty-first (31st), one thousand nine hundred and two (1902).

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the 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 forty 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 said party of the first part may desire to subject said property to. It is further agreed by the said party of the second part that if at the time of making the survey, as provided for herein, it is discovered that there is more tillable land in said tract than is provided for in the description of the premises herein leased, then upon due notice thereof, the said party of the second part shall pay to said party of the first part the sum of three and fifty one hundredths dollars per acre for all such tillable land in excess of that herein described.

(The remaining terms of this lease are identical with those of the lease to Modesto Lenzi, as printed on page 7861 of the Proceedings of this date.)

COMMUNICATION FROM B. THOMAS.

The Clerk presented a communication from B. Thomas, President and General Manager of the Chicago and Western Indiana Railroad Company, and the Belt Railway Company of Chicago, requesting the District to comply with the terms of an agreement between the District and the Belt Railway Company of Chicago, dated January 4, 1899, providing for the conveyance of a certain strip of land to said company.

Mr. Carter, seconded by Mr. Cloidt, moved that the communication be referred to the Committee on Judiciary.

The motion prevailed unanimously, and it was so ordered.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF APRIL, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 34
L. C. Legner, Ass't Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$958 34

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00

Wm. Sullivan, Sub Instrument Man	$ 125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
H. L. Evans, Rodman, 20 days	62 50
Wm. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
John G. Horne, Rodman, 22 days	68 75
J. C, Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daily, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
Jos. A. White, Inspector, 25 days	78 13
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
M. F. Maher, Inspector, 22 days	68 75
John J. Kelly, Inspector	93 75
George A. Keller, Inspector	93 75
John D. Atkinson, Inspector	93 75
A. G. Riter, Inspector, 15 days	46 87
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,924 58

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	$ 150 00
John Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
	$2,591 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Hanyzewski, Patrolman	83 33
James A. Magner, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart	83 33
M. J. Hisben, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daly, Patrolman	83 33
James A. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Worth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,733 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 34
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 34

STEAMER JULIET—GENERAL ACCOUNT.

(*March Roll.* 1902.)

John Tierney, Captain, 17 days	$ 51 00
Robert Forker, Engineer, 11 days	31 16
William Hannaway, Fireman, 18 days	24 00
Edward Russell, Stewart, 7 days	12 83
	$ 118 99

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 9, 1902.

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, Friday, May 9, 1902, at 3 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Cloidt and Jones—Two.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, May 8, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Friday, May, 9, 1902, at 3 o'clock p. m., for the purpose of considering and passing on 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.

Very respectfully yours,

L. C. LEGNER,

Acting Clerk.

(One enclosure.)

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

General Account (streams examination, April, 1902)		$ 160 00
General Account (steamer Juliet, April, 1902)		311 50
		$ 471 50

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River Improvement)	$ 19,161 84	
Lydon & Drews Company (Chicago River Improvement)	4,982 73	
Lydon & Drews Company (State Street Bridge, May 1, 1902)	5,420 62	
Jackson & Corbett Company (Randolph Street Bridge, May 1, 1902)	11,193 07	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, April 30, 1902)	8,237 03	
		$ 48,995 29

ENGINEERING DEPARTMENT.

G. H. Moore (gauge reading)		$ 15 00

LAW DEPARTMENT.

John B. Knight (expert services)	$ 150 00	
Geo. Birkhoff, Jr. (expert services)	150 00	
Edgar M. Snow & Co. (expert services)	150 00	
Chas. E. Cook (expert services)	125 00	
Thomas Burgess (expert testimony, McMahon & Montgomery Company vs. District)	125 00	
E. R Shnable (expert testimony, McMahon & Montgomery Company vs. District)	450 00	
E. C. Chambers (expense account suit Carl Geike vs. District)	30 00	
P. H. McGowan (expense account suit Carl Geike vs. District)	25 00	
James A. Seddon (expert testimony, Streeter & Kenefick vs District)	25 00	
Edward H. Lee (expert testimony, Streeter & Kenefick vs. District)	25 00	
John W. Nadelhoffer (expense)	26 21	
C. S. Cutting (rent, Joliet office, April, 1902)	20 00	
		$ 1,301 21

GENERAL ACCOUNT.

The Engineering News Publishing Company (advertising)	$ 14 40	
The Chicago Daily Republican (advertising)	11 00	
Security Building Receivership (rent of offices, May, 1902)	478 33	
		$ 503 73
Grand total		$ 51,286 73

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb, (*except as to construction account voucher, Chicago River Improvement, in favor of the Lydon & Drews Company, for $19,161.84; and also as to construction account voucher, Chicago River Improvement, in favor of the Lydon & Drews Company, for $4,982.73, on which Mr. Webb voted "nay,"*) and Wenter—Seven, (*except as above stated.*)

Nays—None, (*except as above stated.*)

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of March, 1902, which, by unanimous consent

was ordered printed in the Proceedings and placed on file.

The following is the report:

CHICAGO, May 7, 1902.

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, 1902.

The total expenditure of the District for the month was $165,781.89, of which amount the sum of $159,746.89 was paid in regular warrants, and the sum of $6,035.00 by the Treasurer of the District, for which no warrant was required. Of the amount paid by the Treasurer the sum of $5 750 48 was for 1896 tax warrant redeemed and $284.52 for interest on same.

The total amount expended on account of, and charged to, the Clerical Department was $958.33 for salaries.

The total amount expended for account of, and charged to, the General Account was $4,032 82, divided as follows:

Rent of offices for March, 1902	$ 478 33
Printing	316 72
Advertising	44 15
Salaries	2,538 33
Streams examination	259 02
Telephone rental and toll service	336 37
General expenses	59 90
Total	$ 4,032 82

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212.91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of March, 1902.

Account.	*Amount.*
Right of way	$ 2,000 00
Bridge Construction, Chicago River	36,633 77
Bridge Construction, Main Channel	36,809 60
Bridge Construction, Joliet project.	971 73
Chicago River dredging, docking, etc.	47,887 57
Dock and Land Improvement and Rental Account	124 00
Controlling Works, Lockport	644 61
Joliet project	8,799 40
Engineering Department	8,751 63
Clerical Department	958 33
Law Department	9,401 00
Treasury Department	375 00
Police Department	1,742 28
General Account	$ 4,032 82
Maintenance Account	615 15
1896 Tax Warrant redeemed	5,750 48
Interest on 1896 Tax Warrant redeemed	284 52
Total	$165,781 89

Respectfully submitted,

A. R. PORTER,
Clerk.

COMMUNICATION TRANSMITTING PLAN AND PROFILE FOR PROPOSED NEW BRIDGE AT LOOMIS STREET.

The Clerk presented a communication from the Chief Engineer, transmitting drawings in plan and profile, showing proposed location of the new bascule bridge at Loomis Street.

The communication is as follows:

CHICAGO, May 7, 1902.

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

GENTLEMEN—I submit herewith drawings in plan and profile showing proposed location of the Loomis Street Bridge, a bascule structure designed to replace the present swing bridge. Before advertising for bids on this structure it is advisable to secure an ordinance from the City of Chicago establishing the grades of approach and to secure the approval of the adopted location by the Secretary of War. This location necessitates the procurement of a small triangular parcel of land from the People's Gas Light & Coke Co.

Respectfully submitted,

ISHAM RANDOLPH.
Chief Engineer.

(Accompanied by plan).

Mr. Braden, seconded by Mr. Baker, moved that the communication from the Chief Engineer, and accompanying plan, be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

BILL FROM A. J MATHEWSON.

The Clerk presented a bill from A. J. Mathewson, in the sum of $2,000.00, for maps of the Chicago River and the Calumet

District, being the amount claimed to be due and payable under an agreement entered into by the District for the purchase of said maps.

By unanimous consent, the above bill was referred to the Committee on Finance.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 14, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 14, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Wenter, seconded by Mr. Cloidt, the minutes of the regular meeting held April 30, 1902, and the minutes of the special meeting, held May 9, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Henry Stuckart (Account Canal Street Bridge)	$ 4 50	
J. L. Fulton & Co. (Account Harrison Street Bridge)	15 00	
		$ 19 50

ENGINEERING DEPARTMENT.

Isham Randolph (expense)	$ 474 30	
G. M. Wisner (expense)	2 90	
Wm. Trinkaus (expense)	16 26	
J. E. Grady (expense)	4 70	
E. H. Heilbron (expense)	23 20	
Jas. T. Bransfield (expense)	35 01	
D. C. Custer (expense)	7 60	
Wm. M. McCartney (expense)	7 20	
Theodore Buskirk (expense)	18 00	
Chas. Wink (expense)	5 85	
Hans Isak (gauge reading, April 1902)	10 00	
Geo. E. Marshall & Co. (stationery)	114 37	
Chicago Printing and Embossing Co. (stationery)	37 25	
Standary Oil Company (oil)	50 78	
Hibbard, Spencer, Bartlett & Co. (hardware)	19 97	
Henry Stuckart (hardware)	31 95	
Carse Brothers' Company (brass boxes, launch "Ana Aina")	3 50	
Root & James (supplies for launch)	4 38	
Benz & Rossbach (floating gauges)	4 25	
Wm. Handlin & Son (painting gauge boards, etc)	7 00	
Sweet, Wallach & Co. (photo supplies)	35 07	
Eugene Dietzgen Company (drafting supplies)	16 95	
Keuffel & Esser Company (drafting supplies)	73 56	
R. Seelig (repairing levels)	10 00	
W. H. Salisbury & Co. (rubber goods)	21 69	
Pearson Bros. (blue prints)	13 21	
Dennison Manufacturing Company (shipping tags)	10 00	
Ralph Modjeski (inspecting bridge material)	80 40	
The Chicago Towel Supply Company (toweling)	26 25	
J. W. Landis (pine stakes)	15 00	
Knickerbocker Ice Company (ice)	13 60	
Marshall Field & Co. (signal cloth)	6 87	
		$ 1,201 07

LAW DEPARTMENT.

The Gunthorp-Warren Printing Company (printing)	146 25	
Thayer & Jackson Stationery Company (stationery)	11 63	
		157 88

GENERAL ACCOUNT.

John F. Higgins (printing proceedings April, 1902)		142 65

MAINTENANCE ACCOUNT.

Henry Stuckart (iron water pails)	$ 3 00	
Mrs. Thos. O'Brien (cartage)	10 17	
Bates Machine Company (material for boom, Section 17)	26 50	
Jas. McMahon (replacing boom, Section 17)	100 00	
Thos. F. Ryan (coal)	11 44	
Wm. O'Connell (kerosene oil)	3 50	
F. G. Blakeslee (expense)	5 95	
		160 56

TELEPHONE LINE.

Isham Randolph (expense replacing wire, Section G	$ 8 00	
Western Electric Company (electric batteries)	20 80	
Chas. Wink (expense)	6 95	
		35 75

MAINTENANCE OF HIGHWAY BRIDGES.

H. Channon Company (material for repairing bridges)	$ 11 57	
Chas. Wink (expense)	4 35	
		$ 15 92
Grand total		$ 1,733 33

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending April 30, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, May 13, 1902.

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 April 30, 1902, as the same have been reported to me:

Engineering Department	57
Clerical Department	4
Law Department	10
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	99

Respectfully submitted,

A. R. PORTER,
Clerk.

(Two enclosures.)

CLERK'S REPORT IN REFERENCE TO RECEIPT OF CHECK FROM THE CHIEF ENGINEER FOR SALE OF LUMBER, ETC., TO THE A. & P. ROBERTS COMPANY.

The Clerk presented the following report relative to having received a check in the sum of $199.92 from the Chief Engineer, being the proceeds from the sale of lumber and oak piles to the A. & P. Roberts Company:

CHICAGO, May 14, 1902.

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

GENTLEMEN—I have received a check from Isham Randolph, Chief Engineer, for the sum of $199.92, same being in payment for 12,952 feet of lumber at $10.00 per M. and 704 feet of oak piles at ten cents per foot, same having been sold to the A. & P. Roberts Company.

Awaiting your instructions, I remain,

Yours truly,

A. R. PORTER,
Clerk.

Mr. Baker, seconded by Mr. Wenter, moved that the report be printed in the Proceedings, and the Clerk directed to deposit the amount received with the Treasurer of the District.

The roll being called, it was so ordered.

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of April, 1902, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for April, 1902.

Receipts.

Balance on hand at date of last report		$ 2,136,847 72
Collector, Town of Lake View, Sanitary District Tax Account	$ 22,372 21	
Collector, West Town, Sanitary District Tax Account	69,125 86	
Collector, Town Stickney, Sanitary District Tax Account	983 03	
Collector, Town Lake, Sanitary District Tax Account	24,892 68	
Collector, Town Jefferson, Sanitary District Tax Account	6,016 08	
Collector, North Town, Sanitary District Tax Account	20,596 28	
Collector, Town Cicero, Sanitary District Tax Account	3,263 87	
A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	503 00	
A. R. Porter, Clerk, Chicago River Dredging and Docking, Etc., Account	739 60	
A. R. Porter, Clerk, Main Channel Construction Account	1,050 00	
A. R. Porter, Clerk, Right of Way Account	101 00	
A. R. Porter, Clerk, Heldmaier & Neu Account	290 84	
Chicago National Bank, Interest Account	1,844 62	
Equitable Trust Company, Interest Account	1,232 97	
Home Savings Bank, Interest Account	410 95	
Total cash received for month		153,422 99
		$ 2,290,270 71

Disbursements.

Clerical Department	$ 43 43	
Engineering Department	442 26	
Construction Account	170,296 30	
Law Department	146 82	
Land Account	2,000 00	
General Account	1,286 64	
Maintenance Account	15 00	
Police Department	42 75	
Taxes on Land, DuPage County	900 23	
Bond, Interest and Premium Account (Interest on Bonds)	47,500 00	
Total cash disbursed		$ 222,673 43
Balance this date in banks, as per schedule endorsed hereon		2,067,597 28
		$ 2,290,270 71

Schedule.

Chicago National Bank	$ 1,043,389 74
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 2,067,597 28

CHICAGO, May 12, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

PRESENTATION OF BID FOR THE HARNESS OF THE WATER POWER PLANT AT THE CONTROLLING WORKS.

The President announced that, in conformity with the advertisement, and the order of the Board of April 9, 1902 (page 7823 of the Proceedings), instructing the Chief Engineer to re-advertise, inviting proposals for "the harness of the water-power plant at the Controlling Works, near Lockport, Ill.," for a period of thirty days, and in accordance with the former advertisement, the Board would now proceed to open the bids received by the Clerk in response thereto.

The Clerk reported that but one bid had been received, being from the Allis-Chalmers Company of Chicago, which is as follows:

"For the harness complete, the sum of four thousand five hundred ($4,500) dollars."

The bid of said Allis-Chalmers Company being accompanied by detailed specifications and a certified check in the sum of $250.00.

At the conclusion of the reading of the bid, Mr. Braden, seconded by Mr. Baker, moved that the same be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

REPORT ON RESOLUTION IN REFERENCE TO CONDEMNATION SUITS OF CHICAGO RIVER PROPERTY AND THE CONSTRUCTION OF NEW BRIDGES.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, as follows:

CHICAGO May 14, 1902.

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 26, 1902 (page 7812 of the Proceedings), the resolution introduced by Trustee Wenter in regard to proceeding with condemnation suits of river property and the construction of new bridges, herewith reports that it has carefully considered the same, and recommends that the Chief Engineer be instructed to bring before the Committee surveys and measurements, showing the exact location where the said bridges are to be built, together with the information regarding the property to be required in each case.

Respectfully submitted,

J. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
WM. LEGNER,
FRANK WENTER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
Committee on Engineering.

(One enclosure.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT IN REFERENCE TO THE PURCHASE OF PROPERTY ADJACENT TO THE CHICAGO RIVER FROM CHARLES W. TEGTMEYER AND HATTIE TEGTMEYER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the committee, as follows:

CHICAGO, May 14, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports that it has reached an agreement with Charles W. Tegtmeyer and Hattie Tegtmeyer, his wife, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river. Said property is described as following, to-wit:

That part of Lot three (3), Block thirty-five (35), in Canal Trustees' Subdivision

of the west 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, lying southeasterly of a line described as follows:

Beginning at a point in the dividing line between Lots four (4) and five (5) in said Block thirty-five (35), one hundred sixty-nine and thirty-eight one hundredths (169.38) feet distant from the northwest corner of said Lot four (4), measured along said dividing line; running thence northeasterly to a point in the west line of Lot five (5), Block fourteen (14) in said Canal Trustees' Subdivision, one hundred fifty-six and seventy-six one-hundredths (156.76) feet distant from the northwest corner of said Lot five (5), measured along said west line of said Lot five (5), containing five thousand four hundred and six (5,406) square feet, more or less; situated in the City of Chicago, County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of five thousand four hundred and six ($5.406.00) dollars, and to build a dock along the remaining portion of said property; also to pay the further sum of eighteen hundred and thirty-three ($1,833.00) dollars for all claims for damages to the remaining portion of all that part of said Lot three, in Block thirty-five above mentioned lying east of Canal Street, in Chicago; said Tegtmeyer to remove from said above described premises all lumber, etc. situated thereon.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, the sum of seventy-two hundred and thirty-nine dollars ($7,239.00) to the said Charles W. Tegtmeyer and Hattie Tegtmeyer, his wife, when they shall have executed and delivered to the Sanitary District of Chicago a good and sufficient warranty deed conveying to the District the said above described property, free and clear from all incumbrances; also waiving and releasing all claims for damages to the remaining portion thereof.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
THOMAS J. WEBB,
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.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 21, 1902.

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, Wednesday, May 21, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Absent—Mr. Webb.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, May 19, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, May 21, 1902, at 2 o'clock, P. M., for the purpose of considering and passing on the payment of current payrolls 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,

Very respectfully yours,

A. R. PORTER,

(One enclosure.) *Clerk.*

MINUTES.

On motion of Mr. Baker, seconded by Mr. Legner, the minutes of the regular meeting held May 14, 1902, were approved as printed.

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of March, 1902, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

CHICAGO, May 21, 1902.

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 March, 1902.

The following are the expenses and disbursements:

Witness fees	$ 286 06
Expenses	28 65
Court costs	418 40
Mathewson maps	6,000 00
Attorney's roll	2,591 64
Stationery and books	36 25
Rent (Joliet office)	40 00
Total expenditures	$ 9,401 00

The following case was begun during the month:

The Sanitary District of Chicago vs. Norton Milling Company, Joy Morton, Star and Crescent Milling Company et al.; General No. 226,802, in the Circuit Court of Cook County. This is a petition to condemn certain property adjacent to the Chicago River.

In the case of Robert H. Law et al. vs. The Sanitary District of Chicago, in the Supreme Court of Illinois, the abstracts and brief for both appellant and appellee have been prepared and filed.

In the case of James Sanford et al. vs. The Sanitary District of Chicago, General No. 9,368, in the District Court of the United States, libelant claimed damages to the steam barge "Stephenson," which ran aground in the draw of the Ashland Avenue Bridge. In this case the District had deposited a large amount of earth in the south draw for the use of Page & Shnable and no lights had been exhibited to warn vessels. The Committee in this case had instructed the Attorney to dismiss the cross petition filed against the contractors. The court held the District liable and referred the case to a master to ascertain the amount of damages.

The claim in the case of the Franklin Transit Company vs. The Sanitary District of Chicago, General No. 9,554, in the District Court of the United States, was for damages to the steam barge "Amazon," caused by its getting fast twice in the draw of the Chicago Terminal Transfer Railroad Company's Bridge, the channel of which was not of the required width as specified in the permit of the Secretary of War. The court held the District liable for the damages caused by the first accident, but held that it was not liable for the damages caused by the second one.

Opinions were rendered in reference to the liability of the District for the work required to be performed at Lemont by the contract of May 25, 1896, between the Santa Fe System and the Sanitary District; and also in reference to the liability for taxes assessed against the property owned by the District in Will, Cook and DuPage Counties.

In addition to the above a large amount of time has been devoted by this department to the examination of abstracts of title to the property adjacent to the Chicago River and in the preparation of petitions for condemnation.

Respectfully submitted,

JAMES TODD,

Attorney.

REPORT ON RELEASE OF BOND OF THE PENNSYLVANIA STEEL COMPANY ON CONTRACT FOR THE SUB AND SUPERSTRUCTURE OF THE TAYLOR STREET BRIDGE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to, and accom-

panied by, a communication from the City Trust, Safe Deposit and Surety Company of Philadelphia, and report from the Chief Engineer and Attorney for the Board as to the release of sureties on the bond of the Pennsylvania Steel Company, contractors for the sub and superstructure of the Taylor Street Bridge.

The report is as follows:

CHICAGO, May 21, 1902.

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

GENTLEMEN—Your Committee on Finance herewith reports that a communication has been received from the City Trust, Safe Deposit and Surety Company of Philadelphia, requesting the release of the bond furnished by the Pennsylvania Steel Company on said company's contract for the supplying and erecting of the sub and superstructure of the bridge across the Chicago River at Taylor Street, in the City of Chicago, on which bond the said City Trust, Safe Deposit and Surety Company of Philadelphia is surety.

Final payment has been made to said Pennsylvania Steel Company upon said contract and the Chief Engineer has certified to the completion of the contract above mentioned.

The Committee advises that in its opinion it is expedient to require the execution of a smaller bond to be given in lieu of the original bond on said contract.

The Committee, therefore, recommends that the surety on the original bond be released from further liability thereon, the contractor, however, to remain liable thereon, provided said contractor shall furnish a new bond in the penal sum of $2,500.00 with a surety thereon satisfactory to your Committee on Finance.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
ALEX. J. JONES,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(Two enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

REPORT IN REFERENCE TO AGREEMENT WITH THE ILLINOIS STONE COMPANY FOR THE REMOVAL OF CERTAIN STABLES, ENGINE HOUSE, STACKS, ETC.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, May 21, 1902.

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

GENTLEMEN—Your Committee on Finance herewith reports that a certain agreement dated September 30, 1901, was entered into between The Sanitary District of Chicago and the Illinois Stone Company (see pages 7433-7434 of the Proceedings for 1901) for the purchase of certain property from the Illinois Stone Company and for the removal of certain stables, engine house, stacks, derricks, power-house, engines and boilers located on a portion of said property mentioned in said agreement. On account of certain differences arising between the District and said Illinois Stone Company said District has been unable to remove said stables, etc., above mentioned. The estimated cost of removing said stables, engine house, etc., was placed at $7,180.00. The Sanitary District has paid out toward the removal of said stables, engine house, etc., the sum of $351.00.

Said Illinois Stone Company now offers to remove said stables, engine house, stacks, derricks, power-house, engines and boilers mentioned in said agreement of September 30, 1901, and to waive all claims against the District by reason of its failure to remove and re-erect said buildings as provided in said agreement, for the sum of $5,900.00.

Your Committee is of opinion that said proposition should be accepted, and therefore recommends that the President and Clerk of the District be authorized to pay

said Illinois Stone Company the sum of five thousand nine hundred dollars ($5,900.00) upon said stone company entering into an agreement, in such form as is approved by the Attorney for the District, for the removal of said stables, engine house, stacks, derricks, power-house, engines and boilers mentioned in said agreement of September 30, 1901, and for the release and waiver of all claims for damages against said Sanitary District of Chicago growing out of said contract and for failing to remove said stables, etc., as provided in said contract of September 30, 1901; and the President and Clerk of the District are hereby authorized to execute on behalf of the District said agreement above mentioned, when executed by the Illinois Stone Company and approved by the Attorney of the District.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
J. C. BRADEN,
THOMAS A. SMYTH,
ALEX J. JONES,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Nays—None.

REPORT IN REFERENCE TO AGREEMENT WITH THE PHILADELPHIA AND READING COAL AND IRON COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, May 21, 1902.

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 the Philadelphia and Reading Coal and Iron Company for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening and deepening said river. Said property is described as follows:

That part of Lot five (5) in Block fourteen (14) in the Canal Trustees' Subdivision of the west half (W. ½) and of that part lying west of the South Branch of the Chicago River of the southeast quarter (S. E. ¼) of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing on the southwesterly line of said Lot five (5) at a point one hundred and fifty-six feet nine and one-eighth inches southeasterly from the northwesterly corner of said Lot five (5), thence northeasterly eighty (80) feet eleven and one-half (11½) inches to the right-of-way of the Pittsburg, Ft. Wayne and Chicago Railroad Company, thence southerly along said right-of-way fifty-four feet and six inches to the South Branch of the Chicago River, thence along the established dock line of said river southwesterly fifty-two feet and five inches to the southwesterly line of said Lot five (5), thence northwesterly on said line fifty feet nine and three-quarter inches to the place of beginning, containing three thousand one hundred and seventy-four and seven-tenths (3,174.7) square feet, more or less; also that part of Lot one (1) in Block thirty-five (35) in said Canal Trustees' Subdivision, commencing at a point on the northeasterly line of said Lot one (1), one hundred and fifty-eight feet and one-quarter inch from the northeasterly corner of said lot, thence southeasterly along said line fifty-six feet and five and three-quarters inches to the South Branch of the Chicago River, thence southwesterly along the established dock line of said river to the southwesterly line of said Lot one (1), thence northwesterly along said line sixty-nine feet and nine five-eighths inches, thence northeasterly one hundred and fifty feet and three-eighths inches to the place of beginning, containing nine thousand four hundred and seventy-three

and eight-tenths (9,473.8) square feet, more or less.

The Committee had agreed on behalf of the District to pay for said property the sum of $15 810.62, and to build a dock along the remaining portion of said property; and also to pay the further sum of $6,500 00 to said Philadelphia and Reading Coal and Iron Company for the removal of the structures and improvements now situated upon that portion of said property purchased by the District.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of $22,310.62 to the said The Philadelphia and Reading Coal and Iron Company, when said company shall have executed and delivered to the Sanitary District of Chicago a good and sufficient warranty deed conveying to said District the said above described property free and clear from all incumbrances and when said The Philadelphia and Reading Coal and Iron Company shall have executed an agreement with the District, in the form hereto attached, which agreement the President and Clerk of the District are hereby authorized to execute in the name of the Sanitary District.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
ALEX. J. JONES,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter – Eight.

Nays—None.

The following is the form of agreement between the Sanitary District and the Philadelphia and Reading Coal and Iron Company, referred to in the report of the Committee on Finance:

MEMORANDUM OF AGREEMENT, made and entered into this..... day of May, A. D. nineteen hundred and two (1902), between the Sanitary District of Chicago and the Philadelphia and Reading Coal and Iron Company.

Witnesseth, That whereas said Sanitary District of Chicago has purchased a part of Lot five (5), in Block fourteen (14), and a part of Lot one (1), in Block thirty-five (35), in Canal Trustees' Subdivision of the west half (W. ½) of that part lying west of the South Branch of the Chicago River of the southeast quarter (S. E. ¼) of Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14) east of the Third Principal Meridian, which said purchase has been made by said Sanitary District for the purpose of widening the Chicago River; and

WHEREAS, Said purchase does not include the structures and improvements on said part of said lots so purchased as aforesaid; and

WHEREAS, Said Sanitary District, in addition to the price heretofore agreed upon for said land, is to pay for the removing of the structures and improvements on said land so taken the sum of $6,500.00.

It is agreed:

1. The said Sanitary District shall pay to the said Philadelphia and Reading Coal and Iron Company prior to taking possession of said land and at the time of the delivery of the deeds therefor, in addition to the consideration named in said deed, the sum of six thousand five hundred dollars ($6,500 00) to said Philadelphia and Reading Coal and Iron Company for removing said structures and improvements and rebuilding the same upon that part of said lots remaining in said Philadelphia and Reading Coal and Iron Company.

2. Said Sanitary District of Chicago shall excavate said parts of said lots so taken and provide a navigable depth of water up to the line of said lots remaining in the Philadelphia and Reading Coal and Iron Company, and shall at its own expense construct a new dock front in accordance with plans and specifications heretofore adopted by said Sanitary District for use in the widening of said South Branch of the Chicago River, said new dock front to be of substantial character and sufficient for the purpose for which it is designed.

3. Said Sanitary District, within ten days after notice has been given that said structures and improvements have been removed as hereinafter provided, shall proceed to make said excavation so as to bring said South Branch of the Chicago River up to the new dock line and shall immediately thereafter construct said new dock and shall have all of said work done within fifty days thereafter.

Said Philadelphia and Reading Coal and Iron Company shall upon its part proceed with all reasonable dispatch to remove said improvements and structures on said parts of said lots so sold as aforesaid, and shall have said parts of said lots so purchased as aforesaid free and clear of all structures and improvements within thirty days from the date hereof.

In testimony whereof the parties hereto have executed this agreement the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO.

By..... ....

Its President.

Attest:

....

Clerk.

. ...

....

APPROVAL OF BOND OF THE ALLIS-CHALMERS COMPANY ON CONTRACT FOR DESIGNING, CONSTRUCTING AND ERECTING PUMPING ENGINES AT THE THIRTY-NINTH STREET PUMPING STATION.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to the approval of the bond of the Allis-Chalmers Company on the contract for designing, constructing and erecting pumping engines at the pumping station at Thirty-ninth Street and Lake Michigan; the bond being in the sum of $66,500 00.

The report is as follows:

CHICAGO, May 21, 1902.

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

GENTLEMEN—Your Committee on Finance herewith reports that it has examined the bond given by the Allis-Chalmers Company on the contract for designing, constructing and erecting pumping engines at the pumping station at Thirty-ninth Street and Lake Michigan, being the intake of the Thirty-ninth Street conduit, in the City of Chicago. Said bond being in the sum of $66,500.00, with the United States Fidelity and Guaranty Company of Baltimore, Maryland, as surety.

The Committee finds said bond to be executed in proper form and hereby approves the surety on said bond and recommends that the same be approved by your Honorable Body.

Respectfully submitted,

Z. R. CARTER.
Chairman.
WM. H. BAKER,
J. C. BRADEN,
ALEX J JONES,
FRANK X CLOIDT,
WM LEGNER,
FRANK WENTER,
Committee on Finance.

(Accompanied by bond and contract.)

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

The following is the contract with the Allis-Chalmers Company:

CONTRACT AND SPECIFICATIONS FOR THE CONSTRUCTION AND ERECTION OF TWO (2) PUMPING ENGINES AT PUMPING STATION AT THIRTY-NINTH STREET AND LAKE MICHIGAN, BEING THE INTAKE OF THE THIRTY-NINTH STREET CONDUIT, IN THE CITY OF CHICAGO.

This Agreement, Made and entered into this 9th day of May, A. D. 1902, by and between the Sanitary District of Chicago, party of the first part, and Allis-Chalmers Company, a corporation of the State of New Jersey, party of the second part,

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 and in consideration of the sum of one hundred and thirty-three thousand dollars ($133,000.00), to be paid in the manner provided 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 its own proper cost and expense to do all the work, and furnish all material tools, labor and appliances and appurtenances necessary for doing said work, and to furnish, set up and complete ready for use two (2) pumping engines at the station on the shore of Lake Michigan at the foot of Thirty-ninth Street produced, in the City of Chicago, ac

cording to the proposal of the said party of the second part hereinafter set forth, and in accordance with the specifications hereinafter following and designated, "The Sanitary District of Chicago — General Specifications," which are made a part of this contract; and in accordance with the specifications hereto attached entitled:

"Specifications from Allis Chalmers Company, Milwaukee, Wis., for two triple expansion screw pumping engines for Thirty-ninth Street Pumping Station, Chicago, Ill, February 18, 1902," which are also made a part of this contract.

SANITARY DISTRICT OF CHICAGO — GENERAL SPECIFICATIONS.

1. The work included in this specification consists in furnishing all material and labor in designing and furnishing general and detailed drawings, constructing and erecting, complete, ready for operation, on foundations to be furnished by the Sanitary District, at the proposed pumping station on the shore of Lake Michigan, at the foot of Thirty-ninth Street produced, in the City of Chicago, two (2) vertical triple expansion condensing engines, each directly connected with a screw or propellers, pump of a sufficient capacity to raise and deliver continuously forty thousand (40,000) cubic feet of storm or lake water per minute seven (7) feet high, together with all appurtenances and piping up to and connected with the boilers.

Also, in furnishing and erecting an electric traveling crane of fifteen (15) tons capacity, to move any part of the machinery in and out of place, from and to any place within the engine room. The ways for said traveling crane are also to be furnished and put in place by the contractor.

And in furnishing and erecting, on foundations furnished, a drainage pump of ample capacity to rapidly drain either of the pump or wheel pits, including all suction and discharge pipes and valves and all steam pipes, valves and connections.

2. The conditions under which the pumping engines will operate shall be as follows.

The ordinary daily service of the two pumps will be pumping lake water, supplied through an intake or open channel, into the main conduit on the line of Thirty-ninth Street produced, and through this conduit into the South fork of the Chicago River.

At times, during excessively heavy rainfall, one of the pumps will be required to pump storm water, supplied through an independent channel, into the main conduit, requiring the pump to raise and deliver twenty-two thousand (22,000) cubic feet of storm water per minute ten (10 feet high, without undue strain or loss of efficiency, and maintaining the elevation of the water surface in the storm water supply channel at six (6) feet below city datum (—6.0 feet).

The engines must work smoothly and economically and at a moderate rate of speed at the above ranges of litt.

3. The elevation of the bottom of the main conduit will be twenty (20) feet below city datum (— 20 0 feet) and that of the top will be at city datum. The elevation of the engine room floor will be ten (10) feet above city datum (+ 10.0 feet.)

The steam pressure at the throttle valve will be one hundred and seventy (170) pounds per square inch gauge pressure.

4. The requirements mentioned in the Notice to Builders of Pumping Engines hereto annexed are to be considered as a part of the general specifications, whether here repeated or not.

5. The approval of the Chief Engineer of the Sanitary District of all or any of the parts during the progress of the construction shall not relieve the contractor from the full responsibility for building and erecting at the station a plant amply competent for the work required by the conditions of the contract.

6. The contractor shall, within three months after the date of the award of the contract, furnish and submit for approval by the Chief Engineer complete, distinct and accurate detail working drawings and specifications of all parts of the machinery showing clearly the dimensions, the different kinds of materials and the character of workmanship to be employed.

He shall also furnish complete and accurate plans for the foundations, the position and sizes of all anchor rods, piers, floors, stairs and other information necessary for the construction of the foundations, engine pits and buildings.

All foundation bolts and other iron work required to be built in with the foundations shall be furnished by the contractor in ample time to be set in place in accordance with the plans and patterns furnished by the contractor.

7. Upon completion of the work, and before final payment, the contractor shall furnish the Trustees of the Sanitary District a set of complete and general and detail drawings of all parts of the engines, pumps and appurtenances as actually built and installed in the pumping station, made to scale, accurately executed on tracing linen, with all sizes marked thereon and substantially and neatly bound in book form.

8. If, during the construction, it be found necessary or expedient to change or modify the design of any of the details of the engines or pumps, working drawings showing the proposed changes shall be submitted to and approved by the Chief Engineer of the Sanitary District before any change is made.

9. The engines shall be self contained and of the vertical triple expansion crank and fly wheel type.

Each engine shall be designed and arranged to allow any part to be removed or replaced with the least possible disturbance to other parts and without interfering with the operation of the other engines.

All parts of the machinery shall be proportioned to have ample working strength, stability and stiffness, with ample space for convenient inspection, adjustment, cleaning, oiling, repairs and replacement.

The steam cylinders shall be above the floor level. The galleries, platforms and stairs shall be so arranged as to afford as much light as possible down in the engine pit.

10. Bed plates and main frames shall be massive and rigid and well secured to the foundations.

The steam cylinders shall be steam jacketed, so as to permit expansion and contraction without undue strain or leakage and to secure proper circulation of steam and proper drainage. The jackets shall be suitably trapped, the reheaters of ample size and steam tight, and the tubes of copper or brass, and the whole so arranged as to be easily inspected and repaired.

The cylinders, reheaters and steam pipes shall be covered with magnesia covering 1¾ inches thick of an approved quality, and the cylinders shall be lagged with smooth sheet steel, except the heads which shall be provided with polished false covers.

11. The contractor shall furnish and put in place all condensers and air pumps of proper sizes and construction to secure a working vacuum of not less than twenty-six (26) inches. Also feed water heaters, using exhaust steam, shall be provided.

On the steam connection to each engine, as close to the engine as practicable, shall be provided an approved and sufficient separator.

If reheaters are used they shall be designed and constructed to be absolutely steam tight under all working conditions to which they shall be subjected, with proper heating area and space and with proper facilities for examination and for repairs or renewals. Tubes shall be of brass or copper and so arranged that they may be readily inspected or removed.

The feed water system shall be convenient and complete with all necessary pumps, valves, etc., with duplicate parts where advisable, and cross-connected so that water may be fed uninterruptedly to any or all boilers.

All appurtenances, as separators, reheaters, etc., shall be properly drained and the water of condensation shall be returned to boilers. Steam loops may be used when available.

12. Steam heater and steam pipes from boilers to throttle valves at engines shall be so arranged as to allow any battery of boilers to be used with any one of the engines, and of such size that with 175 pounds per square inch gauge pressure on the boilers the gauge pressure at the throttle valves shall be not less than 170 pounds per square inch with all engines running. Provision shall be made for expansion and contraction without causing undue strains, and for proper drainage of all condensed water. All steam valves shall be of approved material and construction. Those of six inches or more in diameter shall be provided with by-passes.

All steam pipes connected with the boilers, pumps and engines shall be covered with an approved covering of carbonate of magnesia one and three-quarters inches thick.

The small auxiliary steam pipes about the engine shall be of brass, and shall be provided with approved high-pressure valves.

13. All connecting rods, piston rods, shafts, crank and cross-head pins shall be of open hearth steel and of ample strength and stiffness. Piston rods, preferably, shall be keyed to the cross-heads and the edges of the keyways in both rods and cross-heads shall be semi-cylindrical. Connecting rods and main links shall be provided with boxes wholly lined with babbit metal which must be hammered in after being poured.

14. The fly wheels shall be ample weight to secure uniformity of motion under all conditions. The parts shall be carefully fitted and assembled, and the sides and outer circumferences of the rims shall be turned smooth and true.

15. Each cylinder shall be provided with an exact and substantial permanent indicator gear with the cord from this gear towards the indicator about one foot long. Electrical attachments shall be provided for the indicators.

16. Each engine shall be provided with an accurate speed indicator or tachometer and a sensitive high speed centrifugal governor, and it is desirable that the range of cut-off shall be from 0 to 0.75 of the stroke on the high pressure cylinders, the cut-offs on other cylinders being fixed or variable as the contractor prefers. The governor shall be capable of quick

and ready adjustment while the engine is running.

17. Two complete sets of three indicators each for the steam cylinders shall be provided and furnished with the plant.

18. Parts of the engines that are likely to be displaced by vibrations shall be joined by ream bolts made a driving fit where practicable and where not, keys and tapered dowels shall be used.

19. All nut seats shall be faced for a square bearing of nuts. All nuts shall be of U. S. standard. Those to be frequently removed shall be hardened.

20. For all nuts there shall be furnished well-made wrenches, those for finished nuts being finished, marked and attached to a neat and substantial case which shall be fixed to the wall of the engine room.

21. The valve gears and starting arrangements shall be such that each engine can be safely and promptly started and operated by one man.

22. The running parts of the engines and valve gears shall be well finished and highly polished. All stuffing boxes shall be readily accessible for inspection and so far as practicable for tightening up while the engines are running. Each main bearing shall be of ample size and strength.

23. Suitable and neat guards shall surround fly-wheels, cranks and other dangerous parts of the machinery.

24. Each pump must be so arranged and placed that it can be isolated from the other pumps in the station and the water-ways closed off and the pit pumped out, so that any part may be taken out for renewal or repair. The Sanitary District will furnish and put in place all the gates necessary to close off the various ways and the pits.

25. All materials used in this construction must be of the best of their several kinds and description for the purpose designed and shall in each case stand the specified tests. All workmanship shall be of the highest grade and satisfactory to the Chief Engineer of the Sanitary District.

26. All castings shall be of superior quality free from blow holes, flaws, scabs and defects of any description, and thoroughly cleaned on all surfaces. They shall be smooth, close, fine grained, sound, tough and of true forms and dimensions and of good wearing qualities. No plugging or other stopping of holes will be allowed.

27. Sample pieces of cast iron one inch square, cast from the same heat of metal in sand moulds, shall be capable of sustaining on a clear span of four feet six inches a central load of 500 pounds when tested in the rough bar. A blow from a hammer shall produce an indentation on a rectangular edge of the casting without flaking the metal.

28. All steel castings used in the construction shall be thoroughly annealed and shall have a tensile strength of 65,000 to 75,000 pounds per square inch with 20 per cent elongation in two inches.

29. All steel forgings used in the construction shall have a tensile strength of 65,000 to 75,000 pounds per square inch of section and show an elongation of 25 per cent in eight inches. Specimens are to be taken from full sized forged prolongations after annealing. Shafts and crank pins shall be hydraulic forged, fluid compressed steel. All steel forgings shall be properly annealed.

30. All wrought iron shall be tough, ductile, fibrous and of uniform quality; well welded, smooth and free from cinder pockets or injurious flaws, buckles, blisters or cracks. Specimens broken in the testing machine shall show a tensile strength of not less than 50,000 pounds per square inch and an elongation of at least 20 per cent in eight inches. All fractures must show fibrous structure,

31. All bronze or brass metal is to be made of new metal and must be free from flaws, blow holes and mechanical defects and imperfections, and must conform to dimensions shown on the approved drawings.

32. Sample bars cast from the same heat will be broken to ascertain the uniformity of the grain of the metal. When the castings are being machined, if the metal shows signs of imperfect mixing, the copper or other component part being separated, it shall be rejected.

33. The Chief Engineer reserves the right to make such other tests, either physical or chemical, as he may deem necessary to determine the quality of the material, and the contractor must furnish test pieces of suitable form and shape and must furnish the use of the necessary testing machines, facilities and assistance of whatever kind and nature to enable the inspectors to thoroughly perform their duties.

34. The oiling system shall be convenient and complete and shall be fully described in detailed specification. Oil holes shall be readily accessible, and separate sight-feed oil cups shall be used on pins and main links. A gravity or pressure system may be used in which oil is piped to all cups. The oil shall be caught and piped to a filter which shall be

provided in basement so that it may be used again.

35. All other appurtenances necessary and usual for the complete operation of this plant, connected to engines and boilers shall be furnished by this contractor and shall be included and described in his detailed specification and shown in his plans before specified.

36. The workmanship and finish of all parts of the machinery shall be of the highest grade and satisfactory to the Chief Engineer. All surfaces worked in machine tools must be true and smooth. All finished and polished surfaces shall be kept entirely free from rust until erected and accepted.

37. Suitable stairways, galleries and walks and neat hand rails where necessary, shall be provided by the contractor, so that easy and convenient access can be had to all parts of the plant.

38. Painting shall be done only after inspection and approval of the engine and pump material and after all surfaces have been thoroughly cleaned, and the painting proposed shall be fully described in detailed specification submitted.

39. The contractor may store materials for the plant on the grounds at the pumping station, but the Sanitary District shall not be responsible for the same until after the acceptance of the plant.

40. The contractor shall not (except with the consent of the proper parties) enter or occupy with tools, men or materials any lands outside of the pumping station grounds.

41. All fees for any patented invention, article or arrangement that may be used upon or in any manner connected with the machinery shall be included in the contract price; and the contractor shall defend any suit which may be brought against the Sanitary District for use or infringement of patents.

42. The contractor shall furnish all the necessary scaffolding, ways and necessary means and conveniences for the transfer of the various parts of the plant to the pumping station, and for their erection; and on the completion of the work he shall remove from the premises all temporary structures, as well as all debris and surplus materials which have accumulated during the prosecution of his work.

43. The contractor shall take all necessary precautions to protect existing structures at the pumping station from injury while his work is in progress, and he shall repair or replace at his own expense any loss or damage which may result from his neglect or that of his employes to properly protect and care for said structures.

44. In all the operations connected with the work herein specified, performed within the limits of the State of Illinois, all city or town ordinances and all laws controlling or limiting in any way the actions of those engaged on the works, or affecting the materials applied to them, must be respected and strictly complied with.

45. The engines will be tested for capacity and duty under the conditions of quality, most common lift and other particulars stated.

46. The detailed specifications submitted with proposal shall state clearly the duty which the contractor guarantees with each unit consisting of engine and pump combined under ordinary conditions and the ordinary piston speed or number of revolutions per minute. The guaranteed duty of each engine and pump combined shall also be stated in the proposal, and shall not be less than 75,000,000 foot-pounds per 1,000 pounds of commercially dry steam.

47. The definition of "commercially dry steam" is steam containing not more than two per cent of moisture.

48. The quantity of water pumped will be determined by weir gauging, or other satisfactory means of measurement, and the weight will be determined by weighing samples taken at frequent intervals throughout the trials.

49. The duty trials of engines shall be measured by work in foot-pounds for each 1,000 pounds of commercially dry steam supplied to the engine; foot-pounds of work to be found by multiplying the number of pounds of water pumped by the vertical distance in feet between the water surface in the intake and that in the discharge well as shown by water gauge or stand pipe at a point as near as is practicable to the point of entry to main conduit.

50. Tests for duty and capacity shall be made as often and at such times during the term of guarantee as the Chief Engineer may direct, and the quantity of water pumped by the machinery shall be determined by weir measurement or such other mode as shall be satisfactory to the Chief Engineer; and the test or tests of such duty and capacity shall be made under such regulations as said Engineer may determine. In no case shall the test be less than 24 hours.

51. The tests shall be conducted by three experts of recognized standing and ability, one to be selected by the Chief Engineer, one by the contractor, and the two thus named to

select the third. The decision of two of these experts shall be final. Each of the parties to this contract shall pay its own expert and one-half of the expense of the third one. All other help will be furnished by the Sanitary District of Chicago. Said experts shall have full power to make examination of all parts of the machinery at such times as they may deem necessary to determine beyond a doubt the character, capacity and duty of the engines and pumps in combination.

52. The experts shall make a full report to the Chief Engineer, in writing, on the tests for duty and capacity herein prescribed, and shall certify therein the duty and capacity of the engines, and whether or not, each engine has fully complied with the requirements of these specifications.

53. In case any combined engine and pump exceeds the guaranteed duty, then the Sanitary District agrees to pay to the contractors, as reward for the superior efficiency of the engine, the sum of one thousand ($1,000) dollars for each million foot pounds excess, or pro rata for any fraction thereof. In case any combined engine and pump fails to perform the guaranteed duty, the contractors shall pay to the Sanitary District of Chicago, as an agreed measure of damages for lack of efficiency of the engine in the ratio of two thousand ($2,000) dollars for each one million foot pounds which the duty falls below the guaranteed duty.

54. A failure in capacity or duty exceeding ten per cent of the requirements of the contract and specifications will subject the machinery to rejection by the Chief Engineer, or to such forfeiture as said Engineer in his discretion may determine.

55. In case of rejection of the machinery, the contractor agrees to repay to the Sanitary District of Chicago all moneys paid on account, and waives all right to contract and furnish machinery to take the place of the rejected machinery and, besides, agrees to leave the Sanitary District of Chicago in possession and use of the rejected machinery for two years after date of rejection in order to give the Sanitary District opportunity to purchase and erect new machinery.

56. The contractor shall bear all expense of equipment for tests, and furnish all gauges, tools and apparatus necessary for such tests.

57. The contractor shall guarantee the machinery and appurtenances to perform the work specified without breakage or showing any defects for the period of one year from and after the date they may be started for general use.

58. The engines, pumps and all appurtenances will be subject to rigid inspection by such person as the Chief Engineer may designate, who shall have full power and authority to reject all faulty material or workmanship; and the said inspecting engineer shall at all times have free access to the establishment where the work is being executed, and be afforded such reasonable facilities as will enable him to determine whether the quality of the material and character of the work are in accordance with the requirements and intention of these specifications.

59. The foregoing specifications are merely a synopsis of the machinery required, it being understood that the engines and appurtenances shall be free as a whole and in all parts from all that has not been proved by actual use and experience to be safe, reliable and desirable, and the contractor is to provide everything required to make the machinery complete in detail and as a whole, and that the specifications to be furnished by the contractor, and which are to accompany the bids, must be sufficiently specific to comply with this clause.

60. It is further understood and agreed that the conditions and requirements of theses pecifications, as well as the full detailed specifications and drawings of the contractors, are to form a part of and are to be embodied in the contract for the required machinery.

61. An estimate of the work done will be made by the Chief Engineer on or about the first of each month, and a voucher for seventy five (75) per cent of its value, less all sums previously paid or retained on this contract, shall be issued.

62. When the specified duty tests shall have been satisfactorily completed the Chief Engineer shall make an estimate for the amount of the contract price, and all sums retained under this contract less ten (10) per cent unless a Surety Company bond of ten per cent of the contract is furnished, in which case the entire estimate shall be paid.

63. When the engines shall have been in successful operation for one year the said Chief Engineer shall make and certify a final estimate in favor of the contractors, and the responsibility of said contractors shall then cease.

64. The work embraced in this contract shall be begun within one week after written notice shall have been given to the contractor by the Chief Engineer and continue with such force and in such manner as to secure its completion within fifteen (15) months thereafter; and if the pumping engines to be furnished under this contract are not completed at the time above specified then there shall be retained by

the Sanitary District of Chicago as ascertained and liquidated damages the sum of one hundred ($100) dollars per day for every day thereafter until said engines are ready for service.

65. No payment shall be made for any work as extra work, unless such extra work shall have been done by the written order of the Chief Engineer, and the price therefor has been agreed upon in writing, such order to be attached to the contract, directing the same, and stating that such work is not included in the contract, what the extra work is, and that such extra work is necessary for the completion of the work included in this specification, and reasons therefor.

66. The contractor shall furnish a bond in the sum of sixty-six thousand five hundred ($66,500) 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 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.

THE SANITARY DISTRICT OF CHICAGO,
By THOMAS A. SMYTH,
President

Attest:
A. R. PORTER, [SEAL]
Clerk.

[SEAL] ALLIS-CHALMERS CO.,
[SEAL] By H. W. HOYT,
Second Vice-President.

Attest:
J. O. WATKINS, [SEAL]
Assistant Secretary.

SPECIFICATIONS FROM THE ALLIS-CHALMERS COMPANY, MILWAUKEE, WIS., FOR TWO TRIPPLE EXPANSION SCREW PUMPING ENGINES, FOR THIRTY-NINTH STREET PUMPING STATION, CHICAGO, ILL., FEBRUARY 18, 1902.

Type and Capacity.

There will be two pumping engines, exactly alike, in all their parts, placed side by side in a single open pit.

Each pumping engine unit will consist vertical triple expansion condensing Reynolds Corliss engine, direct-coupled to a screw pump of our distinctive design.

Each unit will be designed to raise 666 cubic ft. of water per second, against a static head of 7 feet and will be capable of delivering an equivalent quantity against a head of 10 feet.

Each unit will also be so designed that it can be made to give the maximum efficiency attainable for any head between 5 and 10 feet.

Pressures.

The engines will be designed for a working pressure of 170 lbs. The pump and thrust bearings will be designed for pressure due to a head of 10 feet or less.

General Description.

Each engine will be supported by a massive cast iron bed-plate approximately 12 ft. by 20 and 2 ft. deep. This will be cast in halves. The joint machined with tongue and groove to insure alignment, and the halves securely linked together with arrow headed links.

On this bed will stand two massive Reynolds round column frames with bored guides for the cross head. The frame nearest the screw will carry the the H. P. and I. P. cylinders set tandem. The other frame will carry the L. P. cylinder.

This arrangement is more compact than the ordinary type of triple expansion engine, and has but two main shaft bearings to be kept in alignment when six would usually be required.

The I. P. cylinder is attached to the engine frame. The H. P. cylinder is placed directly above the I. P. cylinder and is supported by four heavy columns, which are so placed as to allow convenient access to the inside of either H. P. or I. P. cylinder, and either H. P. or I. P. piston may be brought up and the bull rings and piston rings inspected or the pistons removed from either cylinder without disturbing either cylinder or the piping or valve gear.

The steam and exhaust valves of all cylinders are located in the cylinder heads in order to reduce the clearance volume to the lowest limits. The air pump is conveniently located and driven direct from the L. P. crank pin.

The engine shaft proper terminates at the H. P.-I. P. crank. The portion of this shaft beyond this point is driven by a drag crank, thus making the alignment of the engine shaft independent of that of the screw shaft.

The screw shaft is made in two sections, and is supported by three bearings. The section nearest the engine carries a standard marine type adjustable thrust bearing of sufficient area to carry the maximum thrust with a very low working pressure per sq. inch. The second

section carries the screw, which is of our distinctive design. The blades will be removable and made adjustable for pitch and all parts so proportioned that it can be made to give maximum efficiency at the specified head of 7 ft. and also at heads greater or less than 7 ft. if any change in head is found necessary in order to secure the required flow in the main conduit.

All parts of engine and pump will be carefully proportioned for strength and rigidity and designed to be operated at the low speed essential in an engine intended for continuous operation for a long term of years.

Cylinders.

The cylinders will be three in number: one H. P. 22 inches in diameter, one intermediate 40 inches in diameter, and one low pressure 62 inches in diameter; all having a stroke of 42 inches. The H. P. and I. P. cylinder will be fitted with steam jackets. The L. P. cylinder heads will also be jacketed.

Valves and Valve Gear.

The valve gear will be of our standard Reynolds type. The steam and exhaust valves on all cylinders being operated from separate eccentrics. The H. P. cut-off will be controlled by a regulator, but so designed that the speed may be adjusted to suit the head while the engine is running. The intermediate and the L. P. will be fitted with hand adjustable gear. All valves will be located in the cylinder heads, and will be of the Corliss type, except the L. P. exhaust valves which will be our special design single-beat poppet.

Regulator.

The regulator will be a sensitive high speed centrifugal governor of the weight type, and will be arranged to control the engine at varying speeds.

Receiver.

Vertical receivers of ample size will be located between the high and intermediate and between the intermediate and low pressure cylinders. These receivers will be fitted with copper reheating coils, so arranged that they may be readily removed if required without disturbing the piping. The top of each receiver will be fitted with polished cast iron cover and the entire receiver covered with 1¾-inch magnesia covering and lagged with sheet steel.

Separator.

As close to the throttle as possible will be placed a separator of suitable size of the Sweet or some equally efficient type.

Lagging.

Steam cylinders, receivers and connecting piping will be covered with approved magnesia covering, and cylinders and receivers will be neatly lagged with sheet steel. The top lagging of the receivers will be removable.

Crossheads.

Will be our standard design fitted with adjustable babbitt-faced gibs working in slides which are bored in the frames.

Connecting Rods.

The connecting rods will be of forged steel and fitted with adjustable brass boxes lined with babbitt metal.

Shafts and Cranks.

The main shafts will be of steel. The section of shaft between the H. P. and L. P. cylinders will be 14 inches diameter with a counterbalanced disc crank forced into each end. The pump shaft will be 14 inches in diameter. The crosshead pins will be 7½ inches x7½ inches. The L. P. crank pin 7½ inches x7½ inches. The H. P.-I. P. crank pin will be 5 inches x12 inches.

Journals.

The main journals will be 14 inches x25 inches, with suitable means for adjustment. The journal at the pump will be 15 inches x36 inches. The shaft being fitted with a brass sleeve and the bearing being of lignum-vitae strips set in a metal shell. This bearing will be readily adjustable to compensate for wear.

Thrust Bearing.

The thrust bearing will be the standard marine type with solid collars on the shaft, working against independently adjustable babbitted thrust collars. The bearing area will be ample for continuous service at maximum head.

Feed Water Heater.

An efficient feed water heater using exhaust steam will be provided.

Air-Pump.

The air-pump will be vertical 24 inches diam. x 16-inch stroke, and driven by a connecting rod attached to an extension of the L. P. crank pin.

Condenser.

An efficient jet condenser of suitable size will be furnished with each engine.

Feed Water System.

Boiler feed pumps will be provided, direct driven from the main engine. We will also supply injectors of suitable size as an auxiliary supply, and for use when the engines are shut down.

Steam Gauges.

With each engine there will be furnished a full set of yellow brass steam, receiver and

vacuum gauges and a revolution-counter; all suitably mounted and connected.

Galleries.

At the level of the H. P. cylinder, which is also the main floor level, will be a gallery connecting both engines, and extending to the engine room floor. From this gallery a spiral stairway will descend to the floor of the engine pit. This stairway will connect to every gallery of each engine. A second gallery will be placed at the level of the I. P. and L. P. cylinders and a third gallery midway on the frame to give access to crossheads. All galleries and stairways will be surrounded by a polished brass hand rail supported by polished iron stanchions surmounted by polished brass caps.

Oil Guards.

Substantial oil guards will be provided to catch the drip from the eccentrics.

Oil Cups and Fittings.

The engines will be provided with mechanically operated sight-feed lubricators and adjustable sight-feed oil cups.

Painting.

Each engine will receive two coats of filler, rubbed down smooth and one coat of shop paint before shipment. After erection one coat of paint and varnish of such color as may be desired.

Oiling System.

An approved oiling system will be provided. The oil will be piped to all fixed bearings and the drip returned to a filter, and means provided to force the oil up to a point from which it may again be fed to the engines by gravity.

Pump.

The pump wheel will be 14 ft. 9 inches in diameter, and of proportions best suited to the head. The hub will be cast iron. There will be six removable blades of special iron or semi-steel. These blades will be adjustable within wide-enough limit to insure the maximum attainable efficiency at the actual head when the desired flow is secured through the Thirty-ninth Street conduit. Surrounding the wheel will be heavy bored cast iron ring. Back of the wheel will be guide blades of correct proportions supported by a heavy cast iron ring, which will be faced and bolted to the wheel ring. The casting supporting the guides will carry the main pump bearing. Stationary cast iron deflecting cones will be placed in front of the wheel and behind the guides, to effect a gradual change in the velocity of the water passing the wheel.

Drainage Pump.

We will furnish and install a 16-inch drainage pump with suction connection to both wheel pits and discharge to main conduit. This pump will be direct coupled to a simple high-speed engine. All necessary steam and exhaust piping is included.

Or we will furnish and install an 18-inch submerged centrifugal pump with vertical shaft extending above the engine room floor, ready for motor connection. This pump will be complete, in all details, including proper thrust bearings, up to but not including the motor.

Piping.

All necessary steam and exhaust piping will be installed in full accordance with the requirements of your specifications.

Indicators.

Six indicators, together with indicator motion as specified will be furnised.

Metallic Packing.

Double sets of Tripp, France or equally good metallic packing will be used on all piston rods.

Traveling Crane.

We will furnish and install a traveling crane of 15 tons capacity with ways for the same as specified.

Tests.

The pump shall be tested when working against a head of between 6 and 7 feet. This head shall be the static head between a point in the suction conduit about 20 feet ahead of the screw and a point in the discharge conduit 60 or 70 feet back of the screw. These two points being so located that the flow will be uniform and accurate observations of the head reasonably certain.

Guarantee.

Under these conditions we guarantee the duty of each pump and engine unit to be not less than 95 million foot-pounds per 1000 lbs. of steam, containing less than 2 per cent moisture.

In General.

The machinery as a whole shall be heavy, rigid and especially designed for this work. We reserve the right to make such changes in sizes and detail of parts as in our judgment will give the best results in both economy and durability, such changes not to effect the general design of the engines nor in any way modify our guarantees.

REPORT IN REFERENCE TO DECREE ENTERED IN THE ADMIRALTY COURT OF THE UNITED STATES, IN THE CASE OF JAMES DAVIDSON VS. THE SANITARY DISTRICT OF CHICAGO.

Mr. Legner, Chairman of the Committee

on Judiciary, presented a report from the Committee as follows:

CHICAGO, May 21, 1902.

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

GENTLEMEN—The Committee on Judiciary begs leave to report that on April 28, 1902, a decree was rendered in the Admiralty Court of the United States by His Honor, Judge Kohlsaat, in the case of James Davidson vs. The Sanitary District of Chicago, in the amount of $6,483 28 and costs of suit. The above amount of $6,483.28 is the face of the claim without any interest. The interest, if allowed, amounts to nearly $900.00. After deducting the witness fees, which the attorney for Davidson has agreed to waive, the costs amount to $186.06.

Your Committee, therefore, recommends in view of the fact that no interest has been allowed on the claim, that no appeal be taken in this case and that the President and Clerk of the District be directed to pay on the voucher of the Attorney to said James Davidson the said sum of $6,666.34 upon his satisfying said decree above mentioned and releasing said claim.

Respectfully submitted,

WM. LEGNER,
Chairman.
JOS. C. BRADEN,
Z. R. CARTER,
WM. H. BAKER,
FRANK X. CLOIDT,
FRANK WENTER,
ALEX. J. JONES,
Committee on Judiciary.

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

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Nays—None.

REPORT RECOMMENDING REMOVAL OF DISTRICT POLICE STATION FROM WEST FORTY-EIGHTH STREET TO ROBEY STREET AND THE MAIN CHANNEL.

Mr. Braden, member of the Committee on Health and Public Order, presented a report from the Committee as follows:

CHICAGO, May 21, 1902.

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

GENTLEMEN — Your Committee on Health and Public Order herewith submits the report of the Marshal of the District recommending that the police station located at West 48th street be removed to Robey street and the Main Channel adjoining the cement warehouse, at a cost not to exceed two hundred dollars.

Your Committee, after having carefully considered the matter, recommends that the report be concurred in, said work to be done under the direction of the Chief Engineer of the District.

WM H. BAKER,
ALEX. J. JONES,
JOS. C. BRADEN,
Z. R. CARTER,
FRANK X CLOIDT,
FRANK WENTER,
WM. LEGNER,
Committee on Health and Public Order.

(Accompanied by communication from Marshal E. J. Coen addressed to Mr. Webb, Chairman of the Committee on Health and Public Order).

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

The roll being called the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Nays—None.

COMMUNICATION FROM THOMAS CLEVERDON, CLAIMING DAMAGES TO LAND.

The Clerk presented the following communication from Thomas Cleverdon claiming damages to land, alleged to have been sustained by reason of the overflow of the Des Plaines River, and informing the Board of his intention to enter suit:

To the Trustees of the Sanitary District of Chicago:

You are hereby notified that I, Thomas Cleverdon, the undersigned, am the owner of

the following described real estate, situated in the County of Will and State of Illinois, contiguous to the Desplaines River, to-wit: Beginning at the northerly side of Lake Joliet at the water edge on the line which divides Sections nineteen (19) and twenty (20) in Township thirty-five (35), North of Range ten (10), east of the Third Principal Meridian, thence north to the quarter section corner of Sections nineteen (19) and twenty (20) aforesaid, thence east on the center line of Section twenty (20) far enough to contain forty-two and one half (42½) acres of land by running south to said lake, and thence on the border of said lake in a southwesterly direction to the place of beginning; that said real estate has been and is overflowed, damaged and depreciated in value to the amount of three thousand ($3,000.00) dollars by reason of the greatly increased quantity and flow of water in and through the said Desplaines River, and the setting back and overflow of water caused by the construction by the said Sanitary District of its certain channel or drain, extending from the Chicago River to the said Desplaines River; that I hereby claim damages to the amount of three thousand ($3,000.00) dollars by reason of said overflow and setting back of water upon the said real estate as aforesaid; and that I intend to bring suit to recover for such damage.

Joliet, Illinois, May 6, 1902.

W. W. STEVENS, THOMAS CLEVERDON.
P. SHUTTS,
Attorneys.

By unanimous consent the above communication was ordered printed and referred to the Attorney for the District.

ORDER IN REFERENCE TO CONVENING MEETINGS OF THE BOARD'S COMMITTEES IN EXECUTIVE SESSION.

Mr. Jones presented, and the Clerk read an order, with reference to convening all meetings of the several Committees of the Board in executive session.

Mr. Cloidt offered an amendment to the order presented, which was accepted by Mr. Jones.

The order in its amended form is as follows:

"WHEREAS, Upon the organization of the Sanitary District in 1889 and up to 1900, during a period of over ten years and during the presidencies of Murry Nelson, Richard Prendergast, Frank Wenter, B. A. Eckhart, Thomas Kelly and William Boldenweck, it was the unbroken policy of this Board to hold all meetings of its Committees in executive session to the end that the interests of the public might be subserved: and,

WHEREAS, The valuations of experts on Chicago River property made at great expense for the Sanitary District and zealously guarded by the officers thereof must of necessity be daily discussed in the proceedings of the Finance Committee; and,

WHEREAS, Certain maps and surveys of the Chicago River and of the Illinois and Michigan Canal, made over half a century ago and recently purchased by this Body at an expense of $12,000, showing the meander lines established by the U. S. Government, and of great secret value to the Sanitary District, must also of necessity be considered in the meetings of these Committees; therefore be it

Ordered and Declared by the Board of Trustees of the Sanitary District of Chicago, That all meetings of Committees of this Board shall be held in open or public sessions, but that whenever the Chairman of any Committee declares that certain business is to come before the Committee where the interests of the Sanitary District will be better served by transacting such business in executive session, then said Committee shall resolve itself into executive session for the consideration of said business."

Mr. Cloidt, seconded by Mr. Jones, moved the passage of the order as read and shown above.

The Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner and Smyth—Seven.

Nays—Mr. Wenter—One.

Upon this result the Chair declared the motion carried.

SANITARY DISTRICT TO ADVANCE THE AMOUNT NECESSARY TO CONNECT WIRES FOR THE ELECTRICAL CURRENT TO OPERATE MAIN STREET AND ASHLAND AVENUE BRIDGES.

Under the head of new business, the Chief Engineer made a verbal report to the effect that the bridges crossing the Chicago River at Main Street and Ashland Avenue were so far completed as to require the connection of wires for the electrical current to operate them and that

he had been informed by the Commissioner of Public Works that the City of Chicago was unable to perform the work, owing to the fact that no funds were available for the purpose.

Mr. Jones moved "that it be the sense of the Board, that the amount of money necessary for the work of connecting the wires for the electrical current to operate the bridges at Main street and Ashland Avenue, be advanced to the City of Chicago, the work to be performed by the District and the City of Chicago to reimburse the Sanitary District for such outlay."

Mr. Braden seconded the motion.

The Chair directed the Clerk to call the roll, which resulted as follows:

Yeas — Messrs. Braden, Baker, Carter. Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

Upon this result, the Chair declared the motion carried.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MAY 28, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 28, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present — Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter —Eight.

Absent —Mr. Braden.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, May, 1902)		$ 7,537 08
Clerical Department (Clerk's, May, 1902)		958 33
Law Department (Attorney's, May, 1902)		2,591 64
Treasury Department (Treasurer's, May, 1902)		375 00
General Account (General, May, 1902)	$ 205 00	
General Account (Steamer Juliet, May, 1902)	310 00	
General Account (Streams Examination, May, 1902)	60 00	
General Account (Trustees', May, 1902)	2,333 33	
		2,908 33
Police Department (Marshal's, May, 1902)		1,672 17
Maintenance Account (Controlling Works, May, 1902)		550 00
		16,592 55

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, May, 1902))	$ 1,603 44	
Lydon & Drews Company (Canal Street Bridge, May, 1902)	956 81	
Continental Bolt and Iron Works (Harrison Street Bridge)	1 00	
Meacham & Wright (Canal Street Bridge)	40 25	
Henry Stuckart (Canal Street Bridge)	11 83	
Fred W. Hacker (Ashland Avenue Bridge)	3 00	
S. J. Stebbins Company (Main Street Bridge)	19 20	
August Zander Company (Main Street Bridge)	160 50	
The Krug Sand Company (Main Street Bridge)	9 60	
Henry Stuckart (Main Street Bridge)	7 30	
		$ 2,812 93

ENGINEERING DEPARTMENT.

American Water Company (water)		6 76

CLERICAL DEPARTMENT.

Geo. E. Marshall & Co. (stationery)		30 20

LAW DEPARTMENT.

J. W. Arnold, Jr. (map for use as evidence in condemnation proceedings)	$ 70 00	
W. A. Bowles (legal services, Ray vs. District)	75 00	
Charles E. Cook (expert services)	425 00	
G. S. Sargent (expert services)	425 00	
Barnes & Young (expert services	550 00	
John W. Nadelhoffer (expense)	48 65	
		1,593 65

GENERAL ACCOUNT.

Chicago Journal (advertising)	$ 44 00	
The Audit Company of Illinois (expert accountants)	505 00	
Twentieth Century Press Clipping Bureau (clippings for February, March and April, 1902)	12 00	
George E. Haseltine (livery)	18 00	
John F. Higgins (printing Proceedings March, 1902)	115 36	
C. A. Savoie (meats, steamer Juliet)	54	
Dunham Towing and Wrecking Co. (cleaning boiler, steamer Juliet)	10 00	
Youghiogheny & Lehigh Coal Co. (coal, steamer Juliet)	30 25	
Peabody Coal Company (coal, steamer Juliet)	44 13	
D. J. Mortell (groceries, steamer Juliet)	81 98	
M. H. Hickey (wire guards, steamer Juliet)	7 50	
H. Lewis & Co. (oil, steamer Juliet)	7 12	
		929

RIGHT OF WAY.

C. A. Paltzer Lumber Co. (removing and rebuilding sheds, etc., Northwestern University property		965 00

MAINTENANCE OF HIGHWAY BRIDGES.

Shannon & Chase (account repairs to highway bridges on Main Channel)		35 10

PERSONAL INJURY ACCOUNT.

James Todd, Attorney, (settlement of suit of Carl Geike vs. District)		800 00
Grand total		$ 23,766 15

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of April, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, May 28, 1902.

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, 1902.

The total expenditures of the District for the month were $269,636.83, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,015.02, of which amount the sum of $958.34 was for salaries and the sum of $56.68 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $3,998.74, divided as follows:

Rent of offices for April, 1902	$ 478 33
Salaries	2,538 34
Streams examination	649 30
Steamer Juliet	332 77
Total	$ 3,998 74

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212.91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of April, 1902:

Account.	*Amount.*
Right of way	$ 127 80
Bridge construction, Chicago River	149,840 18
Bridge construction, Main Channel	12,093 63
Taxes on land, DuPage County	900 23
Interest on bonds	$ 75,000 00
Capitalization and maintenance of bridges	12,326 00
Engineering Department	8,563 93
Clerical Department	1,015 02
Law Department	3,070 27
Treasury Department	375 00
Police Department	1,776 03
General Account	3,998 74
Maintenance Account	550 00
Total	$ 269,636 83

Respectfully submitted,

A. R. PORTER,

Clerk

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of April, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, May 27, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $85,683.96. Vouchers were issued on this account to the amount of $69,318 41.

The engineering expenses were $9,012 41, divided as follows: Salaries, $7,779.58; supplies, etc., $1,232.83. Details of the figures here given are shown in the statements submitted herewith.

Chicago River.

Under the new dredging contract, the Lydon & Drews Company worked Dredge No. 2 the entire month—with the exception of the 26th, 27th and 28th, on the cut-off at the Babcock & McConnell property at Collision Bend. One pile-driver was employed most of the month on the new dock along this stretch of the river. Dredge No. 3 worked on the cut-off of the Northwestern University property from the 11th to the 18th, and one pile-driver was at work on the anchor piles from the 4th to the 8th and on the dock from the 19th to the 30th.

Under the old dredging contract, this

company worked Dredge No. 2 at excavating the remainder of the cut-off at the Scott property, just east of the Halsted Street Bridge, on the south side of the river. This work was done in the latter part of the month.

On April 16th the Lydon & Drews Company commenced the work of removing the old center pier of the C. T. T. R. R. Co., near Taylor Street, and at the end of the month had the work practically completed.

The following work was done during the month at the State Street Bridge: From the 2nd to the 7th, a pile-driver and crew was engaged in driving the foundation piles in the south pier and abutment. On the 11th, the work of removing the south abutment under the north approach over the C. & N. W. R. R. Co's tracks, was finished. From the 8th to the 30th, two pile-drivers were employed in the driving of piles and sheeting for the south coffer-dam. On the 29th, one of the pile-drivers started driving piles for the north side of the north coffer-dam. At the end of the month, the south coffer-dam was practically completed, with the exception of filling.

An average daily force of 76 men and an average nightly force of 31 men were employed upon the substructure work of the Randolph Street Bridge. The following work was done: From the 1st to the 14th, excavation for the piers and abutments on the east side was carried on. On the 14th, concrete work was begun and continued throughout the balance of the month. On the 23d, anchor columns for the east side were received. From the 24th to the 30th, anchor columns were set. From the 18th to the 27th, 209 piles were driven in the foundation for the west abutment and the work completed.

The work done on the contract for the Canal Street Bridge substructure was as follows: The north parapet wall was finished on the 2d. Bolsters were set on the north side on the 10th. Track girder boxes were placed on the north side on the 15th. The work of grouting the north tail pits was begun on the 23d and completed on the 29th.

The contractor for the superstructure of this bridge did little work during the month with the exception of receiving and unloading material. From the 8th to the end of the month, the work of setting the machinery trusses on the south side and the stringers, was carried on.

The average number of men employed on the substructure contract for the Main Street Bridge was 16. The work done was as follows: Repairing and plastering on the north side was finished on the 10th. Plastering on the south side was begun on the 15th. The building of the sidewalk on the south side was begun on the 17th. The sidewalk on the north side was finished on the same date. The south abutment and piers were plastered on the 19th. The north protection of piers was finished on the 26th.

The average number of men employed on the superstructure contract for this bridge was 24. A record of the work is as follows: Placing iron for the south leaf was finished on the 2nd. One car of counterweights for the north side was unloaded on the 3rd. Machinery on the south side was set on the 4th and 5th. Derricks, plant, etc., were removed to the north side from the 10th to the 12th. The riveting of chords on the south side was carried on from the 6th to the 12th, and the erection was practically completed. A derrick was erected on the north side from the 14th to the 17th. The riveting of the chords on the south side was finished on the 17th. Stringers and floor beams on the south side were riveted on the 18th, at which date also was begun the erection of the iron on the north side. The north segmented girders were in place on the 18th. The riveting up of the tail pieces on the north side was begun on the 22nd. The setting of machinery on the south side was finished on the 28th and, on the 30th, the riveting of the segmental girders to connections on the north side was finished.

The average number of men employed by the contractor for the superstructure of the Ashland Avenue Bridge was 15. The work done was as follows: The setting of the west approach girders was finished on the 1st. The placing and riveting of the approach floor beams was finished on the 9th. The erection of the first panel on the south side was begun on the 16th and one was completed on the 26th. At the end of the month 609 tons of material

was received and the south arm metal practically all in place.

Section "O."

Shannon & Chase continued the work of sorting lumber at the Robey Street yards during the month.

Miscellaneous.

In the Drafting Department the following drawings were made in connection with the Chicago River: Plan of Pennsylvania Company's freight house, showing proposed approach; plat of Heidelmeier property, showing proposed dock line near Throop Street, for the Secretary of War; profile of soundings made in the west draw over the Washington Street tunnel; ordinance map of the North Branch from Belmont to Lawrence Avenues; copy of 200 foot scale map of the North Branch from Lake Street to Lawrence Avenue; plat showing Glucose Sugar Refinery property, and a plat of Blocks O, N and 51 of the old Town of Chicago, showing encroachments.

The remainder of the shop plans for the Randolph Street Bridge have been examined and nearly all approved. A revised drawing of masonry for the east abutment—made necessary by certain departures from the original plans—was made during the month. The plans for the State Street Bridge substructure metal, machinery and counterweight castings have been examined and approved. The plans to be furnished by the Hall Bascule Bridge Company have progressed so far that the general design and proposed details seem satisfactory. Everything is being done to hasten the completion of the plans.

The work of repairing the highway bridges at Kedzie Avenue, Willow Springs, Lemont and Romeo, was begun on the 17th. The guard rails on each of these bridges were raised and blocked two inches clear of the deck, so as to allow water and dirt to run off. The damaged deck plants were replaced by new ones and other necessary repairs were made. This work was continued to the end of the month.

The launch "Ana Aina" was put in the water on the 5th and will be in service during the season.

The heavy electrical and wind storms caused several breaks in the Sanitary District telephone line and burned out the lightning arrestors at both ends of same. The line was repaired as soon as possible.

In addition to the work reported above, the engineering corps continued taking flow measurements, in computing estimate notes and in making surveys, etc.

I estimate the expenses of this Department for the month of May will be $80,000.00.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF APRIL, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Capitalization and maintenance of bridges.
	Salaries.	Supplies, Etc.	Totals.		
Maps and Plans for General Use	$ 210 00	$ 35 09	$ 245 69	.....	.....
Chicago River Surveys	.....	14 45	14 45	.....	.....
Right of Way	1,132 05	67 72	1,199 77	.....	.....
Hydraulic Measurements	419 50	108 13	527 63	.....	.....
Mortar, Sand and Cement Tests	243 75	13 65	257 40	.....	.....
Photographs of Works	125 00	35 07	160 07	.....	.....
Public Reports	.....	1 00	1 00	.....	.....
Thirty-ninth Street Conduit	305 67	18 70	324 37	.....	.....
Illinois Valley Work	.....	26 25	26 25	.....	.....
Chicago River, Dredging, Docking, etc	1,483 45	276 40	1,759 85	$24,144 57	.....
State Street Bridge, Chicago River	564 51	140 01	704 52	5,420 62	.....
Randolph Street Bridge, Chicago River	983 03	181 65	1,164 68	17,372 93	.....
Harrison Street Bridge, Chicago River	309 00	52 27	361 27	15 00	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	75 00	.....	75 00	.....	.....
Canal Street Bridge, Chicago River	639 83	64 50	704 33	7,845 75	.....
Main Street Bridge, Chicago River	352 25	75 80	428 05	1,574 69	.....
Loomis Street Bridge, Chicago River	70 00	3 00	73 00	.....	.....
Ashland Avenue Bridge, Chicago River	346 54	52 00	398 54	8,237 03	.....
Main Channel and River Diversion, Excavation, etc	.....	.....	.....	—12 00	.....
Southwest Boulevard Bridge, Main Channel, Section O	.....	2 00	2 00	.....	.....
Pan Handle Permanent Bridge, Main Channel, Section O	75 00	.....	75 00	4,719 82	.....
Kedzie Avenue Permanent Bridge, Main Channel, Section N	.....	.....	.....	.....	$ 10 00
Belt Ry. Co. of Chicago, Permanent Bridge, Main Channel, Section K	.....	1 50	1 50	.....	12,326 00
Willow Springs Permanent Bridge, Main Channel, Section 1	.....	.....	.....	.....	27 57
Lemont Road Permanent Bridge, Main Channel, Section 8	.....	.....	.....	.....	17 35
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	.....	16 00
Controlling Works and Joliet Project	445 00	63 64	508 64	.....	
Totals	$7,779 58	$1,232 83	$9,012 41	$ 69,318 41	$ 12,396 92

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During April, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lin. Ft.
Chicago River, dredging, docking, etc	53,500	.....	.....
State Street Bridge, Chicago River	1,500	.....	.....
Randolph Street Bridge, Chicago River	500	2,350	8,575
Canal Street Bridge, Chicago River	.....	420	.....
Main Street Bridge, Chicago River	.....	.....	3,944
Totals	55,500	2,770	12,519

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT

Amount Earned During April, 1902.

CLASSIFICATION.	CHICAGO RIVER		MAIN CHANNEL.		Totals
	Dredging, Docking, Etc.	Bridges.	Excavation, etc.	Bridges.	
Chicago River, dredging, docking, etc	$27,593 80	.....	$ —12 00	.....	$ 27,593 80
Section 1	.....	.....	.....	.....	—12 00
State Street Bridge, Chicago River	.....	$ 6,195 00	.....	.....	6,195 00
Randolph Street Bridge, Chicago River	.....	19,854 78	.....	.....	19,854 78
Harrison Street Bridge, Chicago River	.....	15 00	.....	.....	15 00
Canal Street Bridge, Chicago River	.....	12,014 50	.....	.....	12,014 50
Main Street Bridge, Chicago River	.....	1,574 69	.....	.....	1,574 69
Ashland Avenue Bridge, Chicago River	.....	13,728 37	.....	.....	13,728 37
Eight Track Bridge, Main Channel, Sec. O	.....	.....	.....	$ 4,719 82	4,719 82
Totals	$27,593 80	$ 53,382 34	$ —12 00	$ 4,719 82	$ 85,683 96

COMPLETION OF CONTRACT FOR EXCAVATING SOLID ROCK FROM THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

The Clerk presented and read the Chief Engineer's final certificate, in reference to the completion of the work under contract with Lydon and Drews Company for excavating solid rock from the South Fork of the South Branch of the Chicago River, showing the amount of $5,463.78 to be due and unpaid on the contract, and which, by unanimous consent, was referred to the Committee on Engineering.

REPORT IN REFERENCE TO AGREEMENT WITH PHILIP M. PRESCOTT AND MARY M. PRESCOTT FOR THE PURCHASE OF CERTAIN PROPERTY, LOCATED IN THE TOWN OF LYONS, ILL.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the committee, as follows:

CHICAGO, May 28, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports that it has reached an agreement with Philip M. Prescott and Mary M. Prescott, his wife, for the purchase of certain property located in the Town of Lyons, said property being described as follows:

That part of the northwest quarter of Section twelve (12), Township thirty-eight (38) North, Range twelve (12), East of the Third Principal Meridian, bounded and described as follows:

Beginning at the southwest corner of the northwest quarter of said Section twelve, running thence east on the south line of said northwest quarter for a distance of five hundred (500) feet, running thence northeasterly for a distance of twenty-six hundred seventy-one and eight-tenths (2,671.8) feet to a point on a line two hundred (200) feet distant from and parallel with the east line of said northwest quarter, said point being ninety-eight (98) feet distant from the southerly line of the right of way of the Chicago, Santa Fe & California Railway, measured along said parallel line, running thence north on said parallel line for a distance of ninety-eight (98) feet to said southerly line of the right of way of the Chicago, Santa Fe & California Railway running thence southwesterly on said southerly line of said right of way of the Chicago, Santa Fe & California Railway for a distance of twenty-six hundred seventy-two and nine-tenths (2,672.9) feet to the west line of said northwest quarter, running thence south on said west line of said northwest quarter for a distance of nine hundred and ten and one-tenth (910.1) feet to the point of beginning; containing thirty-eight (38) acres, more or less, situated in the County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of ten thousand ($10,000.00) dollars, the said Philip M. Prescott to dismiss the suit now pending against the District in the Circuit Court of Cook County, General Number 207,760, for the specific performance of a certain contract in relation to the above described property and, further, that he release, waive and forever discharge the District from performing and executing certain stipulations and covenants contained in and being a part of the consideration in a deed from Philip M. Prescott and Mary Prescott, his wife, to the said Sanitary District of Chicago, dated March 30, 1893, and recorded April 6th, A. D. 1893, in Book 3984, page 634, in Recorder's Office of Cook County, Illinois, providing for the construction and maintenance of a levee, ditch and outlet or drain for said ditch, and further releasing and discharging the District from any and all claims for any damages whatever arising out of the nonfulfillment of the said stipulations and covenants contained in said deed, as described above, and upon which said suit above mentioned is based.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to the said Philip M. Prescott and Mary M. Prescott, his wife, the sum of ten thousand ($10,000.00) dollars, when they shall have executed and delivered to said Sanitary District of Chicago a good and sufficient warranty deed, conveying to said District the above described property free and clear from all incumbrances; and further, that they execute and deliver a release discharging the District from any and all obliga-

tions arising out of the provisions of said above mentioned contract and deed of said March 30, 1893.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
THOMAS J. WEBB,
ALEX. J. JONES,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

(Eight enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT ON EXAMINATION OF THE BOOKS OF THE TREASURER BY THE AUDIT COMPANY OF ILLINOIS.

Mr. Carter, Chairman of the Committee on Finance, presented a report of the Committee accompanied by the report from The Audit Company of Illinois, on the examination of the books of the Treasurer of the District, being pursuant to the instructions of the Board at its meeting of February 19, 1902 (page 7747 of the Proceedings), that an examination of the books of the Treasurer be made and their condition reported to the Board.

The report is as follows:

CHICAGO, May 28, 1902.

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

GENTLEMEN—The Committee on Finance transmits herewith the report of The Audit Company of Illinois, public auditor and accountant, that has examined the books of the Treasurer of the District at the request of the 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,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
THOMAS J. WEBB,
ALEX J. JONES,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

The following is the report from The Audit Company of Illinois, accompanying the report of the Committee on Finance:

REPORT OF THE AUDIT COMPANY OF ILLINOIS ON THE SANITARY DISTRICT OF CHICAGO—OCTOBER 1, 1901, TO DECEMBER 31, 1901.

CHICAGO, April 26, 1902.

Hon. Zina R. Carter, Chairman, Finance Committee, Sanitary District of Chicago:

DEAR SIR—We have the honor to report that in compliance with your instructions we have made a careful audit of the accounts of your Treasurer, for the period covering October 1st, 1900, to December 31st, 1901, both inclusive.

We verified the correctness of all receipts from taxes by comparing the amounts with the books of the County Collector, and of all other receipts by comparing the same with the books of your Clerk. Warrants properly approved are on file for all disbursements made, except Tax Warrant No. 217, dated February 9th, 1900, to Michael McGovern for amount of $1,000.00, interest $58.90, which is not signed by the President, Mr. Boldenweck. Payment duly authorized — see Proceedings year 1900, page 6282.

We hand you hereto attached and a part of this report, a statement marked "Exhibit A" showing the cash receipts and disbursements from October 1st, 1900, to December 31st, 1901

Also a statement marked "Exhibit B" showing the cash receipts and disbursements from January 1st, 1901, to December 31st, 1901, both inclusive. Also a statement marked "Exhibit C" being a reconciliation of the balances on hand December 31st, 1901, as shown by your Treasurer, and the balances at the same date as shown by your Clerk, the difference being outstanding warrants not presented for payment.

We have also examined the interest allowances made you on bank deposits and find that interest at the rate of two per cent per annum has been allowed you on the full amount of your time deposits. Such deposits were made with The Illinois Trust and Savings Bank, Home Savings Bank and The Equitable Trust Company.

On your active account, which is with The Chicago National Bank, you were allowed two per cent. per annum on the monthly minimum balances. These amounts, in all cases, were placed to your credit at the end of each month.

In accordance with your further instructions we have carefully recounted and packed away in tin boxes all bonds and coupons paid prior to January 1st, 1901. A list has been made in triplicate of the contents of each box; one of which has been placed in each box, one has been filed with your Treasurer and the other is in our possession. The boxes have been sealed and need not be opened again for a long time to come.

We find a difference of $45.00 that we cannot account for. We balanced up with the bank on this last audit, as also did the writer on several previous audits, and we are therefore unable to account for this small difference unless it is that several coupons were paid in advance, by mistake, of which we have no knowledge.

Your vaults are so small and so hot that the rubber bands were pretty well melted and the coupons mixed up in an awful bad mess. In consequence thereof, the assorting and recounting of the same took a great deal more time than we calculated on.

We hand you hereto attached a statement marked "Exhibit D" showing the amount to the credit of your Bond and Coupon Account on January 1st, 1902; also a list of bonds and coupons due but not yet presented for payment at that time, showing the difference of $45.00 above referred to.

Respectfully submitted,

H. J. D. WODRICH,
Manager.

"*EXHIBIT A.*"

SANITARY DISTRICT OF CHICAGO.

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, OCTOBER 1, 1900, TO DECEMBER 31, 1900.

Balance on hand, October 1, 1900		$ 269,461 72
Receipts—		
Taxes from County Treasurer	$ 1,156,507 60	
Bond sales	2,375,000 00	
Interest and premiums on bonds	7,965 75	
Interest on bank balances	8,378 71	
New York Security and Trust Company	76,000 00	
Construction Department, rebates and allowances	67 46	
Engineering Department, rebates and allowances	36 25	
Land Account, rents	120 00	
Police Department, sale of building	100 00	
Law Department, sale of desk	4 00	
C. C. Gilbert, Attorney	2,965 43	
Toledo Bridge Company, material and money advanced	1,369 16	
A. R. Porter, Clerk, return of appropriation	25,000 00	
Stamps sold	3 00	
Total receipts		$ 3,653,517 36
		$ 3,922,979 08
Disbursements—		
Clerical Department	$ 5,752 40	
Treasury Department	1,041 66	
Law Department	22,771 27	
Engineering Department	48,961 39	
Police Department	10,841 35	
General Account	35,034 79	
Maintenance Account	29,280 69	

Construction Account	$ 900,627 13	
Interest Account	21,351 77	
Land Account	73,741 75	
Bond Account	580,000 00	
Bond Interest Account	281.525 00	
Isham Randolph, Chief Engineer	1,500 00	
J. F. Haas, Clerk	4,492 39	
New York Security and Trust Company	76,000 00	
Jas. Todd, Attorney	2,000 00	
Pittsburg, Chicago, Cincinnati and St. Louis Railway	756 00	
Chicago Junction Railway	378 00	
Chicago Terminal Transfer Company	378 00	
Total disbursements		$ 2,096,434 09
Balance on hand, December 31, 1900		$ 1,826,544 99
Chicago National Bank	$ 985,650 56	
Illinois Trust and Savings Bank	414.955 65	
Equitable Trust Company	200,000 00	
Home Savings Bank	200,000 00	
National Bank of Illinois	25,938 78	
		$ 1,826,544 99

"*EXHIBIT B.*"

SANITARY DISTRICT OF CHICAGO.

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS JANUARY 1, 1901, TO DECEMBER 31, 1901.

Balance on hand, January 1, 1901		$ 1,826,544 99
Receipts—		
Taxes from County Treasurer	$ 864,236 50	
Taxes from towns	440,501 17	
Interest on bank balances	24.281 93	
Special Commissioners' Chicago Drainage Canal	6,024 38	
C. C. Gilbert, Attorney	3,140 89	
Halvorson, Rechard & Co	2.258 84	
Dock and land rentals	1,983 67	
Construction Account, rebates and allowances	916 65	
Telephone line	699 89	
Chicago River Improvement	583 75	
Police Department	100 00	
General Account	50 00	
Engineering Department	21 00	
Bridge Construction	6 40	
Total receipts		$ 1,344,805 07
		$ 3,171,350 06
Disbursements—		
Clerical Department	$ 13,130 38	
Treasury Department	4.772 41	
Law Department	66,485 93	
Engineering Department	131,126 10	
Police Department	24,155 04	
General Account	71,121 32	
Land Account	124,765 91	
Maintenance Account	23,910 22	
Construction Account	1,028,436 83	
Bond Account	300,000 00	
Bond Interest Account	392,975 00	
Interest Account	27,175 63	
Bridges, Capitalization Account	54,117 95	
Tax Levy, 1900	1,146 78	
Dock and Land Improvement	2,385 02	
Telephone line	263 35	
Taxes on land in Will County	12 11	
Bridgeport Pumping Works	7 87	
Isham Randolph, Chief Engineer	22 90	

Smith & Eastman	4,507 75	
Pittsburg, Chicago, Cincinnati and St. Louis Railway	377 25	
Chicago Junction Railway	188 63	
C. T. T. Ry	188 62	
A. R. Reynolds, Director	200 00	
Total disbursements		$ 2,271,473 00
Balance on hand, December 31, 1901		$ 899,877 06

"*EXHIBIT B 2.*"

SANITARY DISTRICT OF CHICAGO.

BALANCE ON HAND AS SHOWN DECEMBER 31, 1901.

Chicago National Bank	$ 273,938 28
Equitable Trust Company	400,000 00
Home Savings Bank	200,000 00
National Bank of Illinois	25,938 78
Total	$ 899,877 06

"*EXHIBIT C.*"

SANITARY DISTRICT OF CHICAGO.

AGREEMENT OF CASH BALANCE AS SHOWN BY CLERK'S AND TREASURER'S BOOKS, DECEMBER 31, 1901.

Treasurer's balance, December 31, 1901 ..... $ 899,877 06

Deduct warrants issued by Clerk but not yet presented for payment to Treasurer at this date:

No. 11650	$ 1 84		No. 16171	$ 20 00	
12408	15 00		16173	33 30	
13054	178 30		16175	7 00	
13868	4,063 65		16176	3 87	
14706	2 28		16177	10 85	
14996	3 00		16183	1,527 25	
15316	20 63		16200	27 35	
15764	18 00		16202	50 00	
15791	72 00		16204	25 00	
15836	590 23		16205	20 00	
15843	165 35		16207	30 00	
15853	54 00		16208	125 00	
15887	114 00		16209	30 00	
15897	195 68		16210	150 00	
15916	18,238 15		16211	20 00	
15921	467 40		16212	50 00	
15922	20 00		16213	20 00	
15926	5 00		16214	90 00	
15933	15 00		16215	30 00	
15974	581 00		16216	50 00	
15978	13 39		16217	125 00	
15982	17 75		16218	100 00	
15986	36 58		16219	90 00	
16027	202 97		16220	50 00	
16063	206 23		16222	250 00	
16075	416 66		16223	300 00	
16077	232 48		16224	300 00	
16084	37 50		16225	300 00	
16085	5 50		16226	250 00	
16105	160 00		16227	104 90	
16106	68 60		16228	12 00	
16132	632 21		16229	12 50	
16135	14 55		16230	42 00	
16138	13 46		16231	10 50	
16161	5 00		16232	59 59	
16162	5 00		16233	460 91	
16164	5 00		16237	713,225 00	
16165	20 00				$ 744,930 41
16168	5 00				

Clerk's balance, December 31, 1901 ..... $ 154,946 65

"*EXHIBIT D.*"

SANITARY DISTRICT OF CHICAGO.

RECONCILIATION.

Balance in Chicago National Bank to credit of Treasurer for Bond and Interest Accounts on December 31, 1901 ..... $13,325 83

BONDS OUTSTANDING.

First issue, due November 1, 1901, Nos. 803, 804, 805, 806, 807 and second issue, due July 1, 1901, No. 5910, six at $1,000 ..... $ 6,000 00

COUPONS UNPAID AND OUTSTANDING DUE PRIOR TO OCTOBER 1, 1900.

First issue, due May 1, 1897, No. 1089	$ 25 00			
Second issue, due Jan. 1, 1899, " 3425	25 00			
Due Jan. 1, 1899, " 4248	25 00			
Due Jan. 1, 1897, " 4258	25 00			
Third issue, due Jan. 1, 1897, " 6352	25 00			
Due July 1, 1900, " 7101	25 00			
Due July 1, 1900, " 7102	25 00			
Sixth issue, due Jan. 1, 1898, " 13365	22 50			
Due July 1, 1898, " 13365	22 50			
Due Jan. 1, 1899, " 13365	22 50			
Due July 1, 1899, " 13365	22 50			
		$ 265 00		
Third issue, due Jan. 1, 1895, " 7304		20 83		
			$ 285 83	

From October 1, 1900, to December 31, 1901—

First issue, due May 1, 1901, Nos. 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, twenty-one at $25.00	$ 525 00
First issue, due November 1, 1901, Nos. 803, 804, 805, 806, 807, 1000, 1100, 1124, 1125, 1127, 1141, 1168, 1456, 1531, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1710, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1885, forty-five at $25.00	1,125 00
Second issue, due July 1, 1901, Nos. 3401 and 4112	50 00
Third issue, due January 1, 1901, Nos. 6837, 7030, 7101, 7102, 8000, five at $25.00	125 00
Third issue, due July 1, 1901, No. 6126 to 6146, inclusive, 6179, 6180, 6181, 6182, 6444, 6445, 6472, 6474, 6751, 6837, 6878, 6879, 6880, 6881, 6882, 6883, 6884, 6885, 6926, 6927, 6960, 6961, 7101, 7102, 7678, 7680, 7707, 7708, 7709, 7710, 7711, 7743, 7744, 7745, 7746, 7747, 7775, 7921, 7922, 7923, 7924, 7925, sixty-two at $25.00	1,550 00
Fourth issue, due July 1, 1901, Nos. 9255, 9275, 9382, 9383, 9384, 9385, 9387, 9468, 9469, 9762, 9975, 9979, 10025, 10026, 10325, 10361, 10362, 10367, 10369, 10399, 10442, 10451, 10452, 10453, 10454, 10455, 10456, 10457, 10458, 10459, 10460, 11211, 11212, 11213, 11214, 11215, 11216, 11217, 11218, 11219, 11220, 11576 to 11600, inclusive, sixty-six at $22.50	1,485 00
Fifth issue, due July 1, 1901, Nos. 12241, 12242, 12317, 12603, 12604, 12605, 12606, 12607, 12608, 12622, 12623, 12624, 12625, thirteen at $22.50	292 50
Sixth issue, due January 1, 1901, Nos. 13554, 13555, 13556, 13557, 13558, 13560, 13576, 13577, 13578, 13579, ten at $22.50	225 00
Sixth issue, due July 1, 1901, Nos. 13141, 13142, 13143, 13144, 13145, 13146, 13147, 13148, 13232, 13233, 13234, 13235, 13271, 13375, 13376, 13377, 13378, 13379, 13435, 13554, 13555, 13556, 13557, 13558, 13560, 13576, 13577, 13578, 13579, twenty-nine at $22.50	652 50
Seventh issue, due July 1, 1901, Nos. 13021, 13851, 13852, 13853, 13857, 13862, six at $17.50	105 00
Ninth issue, due January 1, 1901, No. 14191	20 00
Due July 1, 1901, Nos. 14165, 14166, 14167, 14168, 14169, 14170, 14191, 15001, eight at $20.00	160 00
Tenth issue, due July 1, 1901, Nos. 15351, 15352, 15353, 15357, 15358, 15359, 15441, 15442, 15443, 15444, 15445, 15446, 15447, 15448, 15449, 15450, 15516, 15517, 15518, 15636, 15637, 15638, 15692, 15693, 15786, 15787, 15788, 15789, 15790, 15816, 16000, 15992, thirty-two at $20.00	640 00

Eleventh issue, due October 1, 1901, Nos. 16591, 16711, 16712, 16718, 17292, 17293, 17221, 17222, 17341, nine at $20.00	$ 180 00	
		$ 7,135 00
Bonds and interest coupons unpaid or outstanding		$13,420 83
Amount in bank		13,325 83
Short		$ 95 00
Paid in Advance—No Appropriation—		
Third series, due July 1, 1902, No. 6751	$ 25 00	
Due Jan. 1, 1903, No 7030	25 00	
		$ 50 00
Difference		$ 45 00

COMMUNICATION IN REFERENCE TO EXTENDING THE WORK OF DREDGING IN THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

The Clerk presented a communication from C. L. Deering, manager, Delaware, Lackawanna and Western Railroad Company, coal department, requesting the Board to extend the work of blasting and dredging in the South Fork of the South Branch of the Chicago River to an additional width of twenty-five feet on either side of the present sixty-foot channel, at Thirty-fifth and Iron Streets on the south and the Wabash Elevator on the north, alleging that the river cannot be safely navigated at that point in its present condition.

By unanimous consent the communication was referred to the Committee on Engineering.

RESOLUTION IN REFERENCE TO PREVENTING FURTHER POLLUTION OF THE WATER SUPPLY OF THE CITY OF CHICAGO.

Mr. Jones offered the following resolution:

"WHEREAS, The Board of Local Improvements of the City of Chicago is considering the organization of one or more sewerage districts to drain into Lake Michigan, or rivers or streams tributary thereto; and

WHEREAS, It is of the utmost importance that the expenditure made by the Sanitary District in the construction of the drainage channel shall forever prevent further pollution of the water supply of the City of Chicago; therefore, be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that in order to prevent pollution of the waters of Lake Michigan by any new sewers or sewerage systems now being constructed, or about to be inaugurated, it is the sense of this body that said sewers and sewerage systems should find an outlet through the drainage channel; and that in furtherance thereof it is the position of this Board that the public sewers constructed, or hereafter to be constructed, within the limits of the City of Chicago, whether within or without the limits of the Sanitary District, shall be permitted to drain into the Main Channel of the Sanitary District, without any expense to the City of Chicago or said Drainage District beyond what might be found necessary, where said outlet does not involve the pumping of said sewage into the Drainage Canal."

The above resolution, by unanimous consent, was referred to the Committee on Engineering.

COMMITTEE ON ENGINEERING TO FORMULATE PLANS FOR CONSTRUCTING A BRIDGE AT DEARBORN STREET.

Unper the head of new business, Chief Engineer Randolph informed the Board that he had been advised by City Engineer Ericson that the Dearborn Street Bridge, crossing the Chicago River, was in a dangerous condition and unfit to be used at the present time, and had been asked to request the Board to construct a new bridge at that point as soon as possible.

In this connection, Mr. Wenter, seconded by Mr. Webb, moved that the District proceed to construct a bridge at Dearborn Street.

Mr. Baker, seconded by Mr. Carter, moved as a substitute, that the Committee on Engineering be directed to formulate plans for the construction of a bridge at

Dearborn Street and report its conclusions to the Board.

The Chair directed the Clerk to call the roll on the substitute motion made by Mr. Baker.

The roll being called, resulted as follows:

Yeas — Messrs. Baker, Carter, Cloidt, Jones and Legner—Five.

Nays—Messrs. Smyth, Webb and Wenter —Three.

Upon this result the Chair declared the motion carried.

CHIEF ENGINEER EMPOWERED TO APPOINT AN ARBITRATOR TO SETTLE QUESTIONS AT ISSUE REGARDING THE EIGHT-TRACK BRIDGE.

Under the head of new business, Chief Engineer Randolph made verbal report in reference to the questions at issue between the Sanitary District and the Pennsylvania Company, the Chicago Terminal Transfer Railroad Company and The Chicago Junction Railway Company, regarding certain work which should have been performed by said companies on the Eight-Track Bridge, stating that he had asked for an arbitration in the matter as provided for in the contract, but had been informed by the Chief Engineer of the Pennsylvania Company that he would submit the settlement of the questions at issue to one arbitrator, the Chief Engineer of the Sanitary District to make the selection.

Mr. Carter, seconded by Mr. Baker, moved that the Chief Engineer be empowered to appoint an arbitrator to settle the questions at issue between the Sanitary District and the Pennsylvania Company, the Chicago Terminal Transfer Railroad Company and the Chicago Junction Railway Company.

The motion prevailed unanimously, and it was so ordered.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF MAY, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Ass't Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	$175 00
Florence Boyer, Stenographer	100 00
	$958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gaban, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J C, Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daily, Inspector, 10 days	31 25
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Keller, Inspector	93 75
John D. Atkinson, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,537 08

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
	$2,591 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Hanyzewski, Patrolman	83 33
James A. Magner, Patrolman, 8 days	22 22
James Rott, Patrolman	83 33
Henry Hart	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daly, Patrolman	83 33
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,672 17

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	$250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00
Charles McElroy, Engineer	85 00
William Hannaway, Fireman	40 00
Michael Cassidy, Deck-hand	40 00
Edward Russell, Steward	55 00
	$ 310 00

(April Roll. Approved May 9, 1902.)

John Tierney, Captain	$ 90 00
Robert Forker, Engineer, 9 days	27 00
Charles McElroy, Engineer, 21 days	59 50
William Hannaway, Fireman	40 00
Edward Russell, Steward	55 00
	$ 311 50

STREAMS EXAMINATION—GENERAL ACCOUNT.

Mary Hefferan, Statistician	$ 60 00

(April Roll. Approved May 9, 1902.)

John R. Neely, Statistician	$ 100 00
Mary Hefferan, Assistant Statistician,	60 00
	$ 160 00

ADJOURNMENT.

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

A. R. Porter,
CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 4, 1902.

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, Wednesday, June 4, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Absent—Mr. Webb.

Mr. Webb arriving subsequently.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, June 2, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, June 4. 1902, at 2 o'clock P. M., for the purpose of considering and passing upon current payrolls 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 the meeting.

Very respectfully yours,

A. R. PORTER,
Clerk.

(One enclosure.)

MINUTES.

On motion of Mr. Jones, seconded by Mr. Baker, the minutes of the special meeting, held May 21, 1902, and of the regular meeting, held May 28, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

Lydon & Drews Company (Chicago River improvement, June 1, 1902)..	$ 3,923 19	
Lydon & Drews Company (Chicago River improvement, June 1, 1902)..	10,144 11	
Lydon & Drews Company (State Street Bridge, May 31, 1902).....	2,639 56	
Lydon & Drews Company (Main Street Bridge approaches).....	3,934 59	
Jackson & Corbett Company (Randolph Street Bridge, May 31, 1902)..	2,034 38	
		$ 22,675 83
ENGINEERING DEPARTMENT.		
G. H. Moore (Gauge reading at Lake Front, May 1, 1902).....		30 00
LAW DEPARTMENT.		
James Todd, Attorney (expense).....		376 95
Grand total.....		$ 23,082 78

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending May 31, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, June 2, 1902.

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 May 31, 1902, as the same have been reported to me:

Engineering Department.....	56
Clerical Department.....	4
Law Department.....	10
Treasury Department.....	1
Police Department.....	18
General.....	3
Maintenance.....	6
Total employes.....	98

Respectfully submitted,

A. R. PORTER,
Clerk.

(Three enclosures.)

REPORT IN REFERENCE TO EXECUTION OF AGREEMENT WITH THE ILLINOIS STONE COMPANY.

The Clerk presented a report from the President and Clerk of the District, setting forth that in accordance with the action of the Board, at the meeting held May 21, 1902, they had executed the agreement with the Illinois Stone Company for the removal of certain stables, engine houses, etc., and that the same had been executed on the part of the Illinois Stone Company; the report being accompanied by said agreement.

Mr. Baker, seconded by Mr. Wenter, moved that the report and agreement be

received, printed in the Proceedings and placed on file.

The motion prevailed unanimously, and it was so ordered.

The following is the report:

CHICAGO, Ill., June 4, 1902.

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

GENTLEMEN — At the meeting of the Board, held May 21, 1902 (page 7879 of the Proceedings), your Honorable Body authorized and directed the President and Clerk of the District to execute an agreement with the Illinois Stone Company for the removal of certain stables, engine house, stacks, derricks, power house, engines and boilers, located on the property purchased from the said company, and in such form as approved by the Attorney of the District.

We beg leave to report that said agreement, which is herewith submitted, has been executed by the Illinois Stone Company and the President and Clerk of the District in the form as approved by the Attorney in accordance with your instructions, and would respectfully recommend that the agreement be printed in the Proceedings of the Board.

THOMAS A. SMYTH,
President.
A. R. PORTER,
Clerk.

The following is the agreement between the Sanitary District and the Illinois Stone Company:

THIS AGREEMENT, Made and entered into this 23rd day of May, A. D. 1902, between the Sanitary District of Chicago, party of the first part, and the Illinois Stone Company, a corporation of Chicago, Illinois, party of the second part:

Witnesseth, That whereas the said parties hereto entered into an agreement dated September 30, 1901, which agreement appears in full on pages 7433 and 7434 of the printed Proceedings of the Board of Trustees of the Sanitary District of Chicago for the year A. D. 1901; and

WHEREAS, Among other things it was provided in said agreement of September 30, 1901, that said Sanitary District of Chicago should on or before the first day of March, A. D. 1902, remove certain stable, engine house, stack, derricks, power house, engines and boilers then located upon said lot ten (10) mentioned in said agreement; and

WHESEAS, By reason of differences arising between the parties hereto the said Sanitary District of Chicago was unable to remove and re-erect said buildings, etc., as provided in said agreement; and

WHEREAS, It is the desire of the parties hereto to settle all differences arising out of said contract of September 30, 1901;

Therefore it is agreed as follows:

First—Said Illinois Stone Company agrees to remove, within sixty (60) days from date hereof, the said stable, engine house, stack, derricks, power house, engines and boilers from that portion of said lot ten (10) conveyed to the Sanitary District; and said Illinois Stone Company hereby waives and releases all claims for damages caused by said Sanitary District by reason of said District failing to remove and re-erect said stable, etc., above mentioned, within the time specified in said contract of September 30, 1901, above mentioned, and hereby discharges the said Sanitary District of Chicago of all obligation whatsoever to remove and re-erect said stable, engine house, stack, derricks, power house, engines and boilers located upon said lot ten (10), as provided in said contract of September 30, 1901. In consideration whereof the said Sanitary District of Chicago hereby agrees to pay said Illinois Stone Company the sum of five thousand nine hundred dollars ($5,900.00).

In Witness Whereof, The parties hereto have caused these presents to be executed by their presidents and secretaries and their corporate seals attached hereto, the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO,

[SEAL] By THOMAS A. SMYTH,
Its President.

Attest: A. R. PORTER,
Clerk.

ILLINOIS STONE COMPANY,

[SEAL] By JAS. A. HOGAN,

Attest: *Secretary and Treasurer.*

REPORT TRANSMITTING FINDINGS OF THE BOARD OF ARBITRATORS IN REFERENCE TO THE CLAIMS OF GAHAN & BYRNE AGAINST THE SANITARY DISTRICT.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, accompanied by the report from Chief Engineer Randolph and the

findings of the Board of Arbitrators on the claims of Gahan & Byrne, contractors for Section 18; also the acceptance by Gahan & Byrne of the findings of the Board of Arbitrators, appointed in accordance with the agreement dated March 5, 1902, for the arbitration of the claims of Gahan & Byrne against the Sanitary District.

The report is as follows:

CHICAGO, June 4, 1902.

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

GENTLEMEN—The Committee on Engineering herewith transmits the findings of the Board of Arbitrators appointed in accordance with the agreement reported March 5, 1902, and executed March 13th, 1902, as printed on page 7777 of the Proceedings, for the arbitration of the claims of Gahan & Byrne against the Sanitary District of Chicago, arising out of their contract for Section 18. The Committee advises that the said Arbitrators find, that there is now due and owing to said Gahan & Byrne the sum of $9,831.75 on the said contract for said Section 18, and recommends that the President and Clerk be authorized and directed to pay this amount on the voucher of the Chief Engineer to Gahan & Byrne, said firm of Gahan & Byrne having filed with the District an acceptance of the finding of said Board of Arbitrators.

The total cost of said arbitration, exclusive of witness fees, amounts to $2,334.70, to be borne equally by the Sanitary District of Chicago and Gahan & Byrne. Messrs. Gahan & Byrne will make a check in favor of the Sanitary District of Chicago for the sum of $1,167.35, upon receipt of which the President and Clerk are authorized and directed to pay said sum of $2,334.70 on the vouchers of the Attorney for the District to

E. C. Carter, for services as arbitrator	$ 600 00
Onward Bates, for services as arbitrator	600 00
E. C. Shankland, for services as arbitrator	600 00
Walton, James & Ford, stenographers' fees	494 70
Grand Pacific Hotel, for use of room for meetings	40 00
Total	$2,334 70

Respectfully submitted,

J. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER.
Committee on Engineering.

Mr. Baker, seconded by Mr. Legner, moved that the report of the Committee be adopted and the recommendations contained therein concurred in.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the report from Chief Engineer Randolph:

CHICAGO, June 2, 1902.

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

GENTLEMEN—I transmit herewith the verdict rendered by the Board of Arbitrators to whom the questions at issue between this District and Gahan & Byrne, contractors, growing out of their contract for Section 18 were submitted for determination.

The verdict is for $9,831.75.

When I passed upon the claims of these contractors I allowed them $1,159 02, which sum is included in the award made; hence the arbitrators increased my award $8,672 73.

The total cost of this arbitration is as follows:

Arbitrators fees	$ 1,800 00
Stenographers bill	494 70
Rent of room at Grand Pacific	40 00
Witness fees and expenses, J. S. Hull	163 00
Witness fees and expenses, H. B. Alexander	25 00
Incidental expenses paid by Chief Engineer	3 50
	$ 2,526 20

The costs of this case, exclusive of witness fees, are, as per contract to be borne equally by the Sanitary District and Gahan & Byrne

and as these costs foot up $2,334.70, the District's proportion will be $1,167.35.

The total cost to the District becomes:

Cost of arbitration	$ 1,167 35
Witness fees	188 00
Incidentals	3 50
	$ 1,358 85

Taking the claims as presented and the findings thereon we get the following results:

	As Presented.	*As Allowed.*	*Rejected.*
Claim No. 1	$ 1,809 36	$ 905 00	$ 904 36
Claim No. 2	140 00	140 00	.....
Claim No. 3	3,379 00	.....	3,379 00
Claim No. 4	1,830 00	770 00	560 09
Claim No. 5	1,333 00	500 00	830 00
Claim No. 6	1,512 50	605 00	907 50
Claim No. 7	13,530 00	3,000 00	10,530 00
Claim No. 8	1,600 00	.....	1,600 00
Claim No. 9	500 00	500 00	.....
Claim No. 10	3,000 00	3,000 00	.....
Claim No. 11	500 00	.....	500 00
Claim No. 12	411 75	411 75	.....
	$29,045 61	$9,831 75	$19,213 86

Total claims presented	$29,045 61
Total claims allowed	9,831 75
Total claims rejected	$19,213 86

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

The following are the findings of the Board of Arbitrators on the claims of Gahan & Byrne:

CHICAGO, May 30, 1902.

To the Trustees of the Sanitary District of Chicago and Messrs. Gahan and Byrne:

In the matter of the adjustment of the claims presented to the Board of Arbitration, in accordance with the resolution of the Board of Trustees of the Sanitary District of Chicago, as recorded in their Proceedings March 5th, 1902, on pages 7777, 7778 and 7779, and accepted and agreed to by Messrs. Gahan & Byrne on April 5th, 1902, your Board of Arbitrators would respectfully report their findings for the various claims named in the resolution above referred to, as follows:

That Messrs. Gahan & Byrne be paid the amounts as noted herein opposite the respective claim numbers.

Claim No. 1	$ 905 00
Claim No. 2	140 00
Claim No. 3 (rejected)	
Claim No. 4	$ 770 00
Claim No. 5	500 00
Claim No. 6	605 00
Claim No. 7	3,000 00
Claim No. 8 (rejected)	
Claim No. 9	500 00
Claim No. 10	3,000 00
Claim No. 11 (rejected)	
Claim No. 12	411 75
Total	$9,831 75

The above amounts represent the respective awards of the majority of your Arbitrators.

EDWD. C. CARTER.
Chairman.
ONWARD BATES,
E. C. SHANKLAND,
Board of Arbitrators.

The following is the acceptance by Gahan & Byrne of the findings of the Board of Arbitrators:

CHICAGO, Ill., June 4, 1902.

To the Board of Trustees of the Sanitary District of Chicago, Eleventh Floor, Security Building, City:

GENTLEMEN—We desire to accept the finding of the Board of Arbitrators, consisting of Onward Bates, E. C. Shankland and Edward C. Carter, awarding us in full of all claims of every kind, nature and demand whatsoever against the Sanitary District of Chicago, the sum of $9,831.75, which said finding bears date May 30th, 1902, and was made under Articles of Arbitration heretofore signed by the Sanitary District of Chicago and the undersigned.

We are prepared to execute the proper receipt at such time as your Board shall authorize the payment of the above sum.

Very truly yours,
GAHAN & BYRNE.
THOMAS GAHAN.
THOMAS BYRNE.

REPORT IN REFERENCE TO AGREEMENT WITH CLARENCE E. CARR, ALVIN B. CROSS AND JOHN F. JONES, TRUSTEES UNDER THE LAST WILL OF JOHN H. PEARSON, DECEASED, FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, June 4, 1902.

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

GENTLEMEN — The Committee on Fi-

nance herewith reports that it has reached an agreement with Clarence E. Carr, of Andover, N.H., Alvin B. Cross and John F. Jones, of Concord, N. H., as trustees under the last will of John H. Pearson, deceased, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving said river.

Said property is decribed as follows:

That part of Lot eight (8), except the north one (1) foot, in Block thirty-five (35) of the Canal Trustees' Subdivision of the west 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, lying southeasterly of the following described line:

Beginning at a point in the north line of Twenty-second Street, one hundred fifty-three and ninety-four one-hundredths (153.94) feet east of the northeast corner of Lumber and Twenty-second streets, measured along said north line, running thence northeasterly to a point in the dividing line between Lots five (5) and six (6) in said Block thirty-five (35), one hundred ninety-four and ninety-five one-hundredths (194.95) feet distant from the north. west corner of Lot five (5), measured along said dividing line; containing six thousand eight hundred and thirty-nine (6,839) square feet, more or less; situated in the County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of seven thousand five hundred and twenty-two and ninety one-hundredths dollars ($7,522.90), and to build a dock along the remaining portion of said property, said dock to be built according to the specifications of the Sanitary District for its wooden docks.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay on the voucher of the Attorney the sum of seventy-five hundred and twenty-two dollars and ninety cents ($7,522.90) to the said Clarence E. Carr, Alvin B. Cross and John F. Jones, trustees under the last will of John H. Pearson, deceased, or their duly authorized agent, when they shall have executed and delived to the Sanitary District of Chicago a good and sufficient warranty deed conveying to said District the said above described property free and clear from all incumbrances.

Respectfully submitted,

THOMAS A. SMYTH,
J. C. BRADEN,
THOMAS J. WEBB,
WM. H. BAKER,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER.
Committee on Finance.

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

The roll being called, resulted as follows:

Yeas — Messrs. Baker, Braden, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—Mr. Carter—One.

Upon this result, the Chair declared the motion carried.

Mr. Carter, in explanation of his vote, made the following statement to the Board:

"I am opposed to the conclusions reached by the Finance Committee in this matter; first, because it is somewhat above the appraised value, but more particularly, because the Sanitary District up to the time of this purchase, bought property in the immediate vicinity at the appraised value and at a less price than named in the report. As Chairman of the Committee negotiating for the other pieces of property, I had assured property owners we had closed trades with, that the Finance Committee would not agree to report to the Board a higher price than the price appraised. My reason for making that statement was that the property along the stretch between Twenty-second and Canal streets has no dock, and the owners acquire great benefit by the building of the new dock.'

REPORT IN REFERENCE TO DECREE ENTERED BY THE CIRCUIT COURT OF COOK COUNTY IN THE CASE OF THE SANITARY DISTRICT VS. JOHN J. MITCHELL, ET AL.

Mr. Legner, Chairman of the Committee on Judiciary, presented a report from the Committee, as follows:

CHICAGO, June 4, 1902.

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

GENTLEMEN — The Committee on Judiciary herewith reports that a verdict has been rendered by the jury and a decree entered by the court in the condemnation proceeding begun by the District, in the Circuit Court of Cook County, in the case of The Sanitary District of Chicago vs. John J. Mitchell, et al. The verdict of the jury rendered therein as to the price of the property taken by the District is as follows:

To John J. Mitchell and William H. Mitchell, as just compensation for the taking of the premises herein described, the sum of $3,412.66; and, further, that the Sanitary District build, or cause to be built, at its own expense, within ninety (90) days of the entry of the decree, a good and sufficient timber dock according to the specifications of the Sanitary Dirtrict of Chicago, along that portion of Lot four (4) remaining after the portion condemned herein has been excavated.

The jury further finds that Mary Lea Harris is a tenant of said John J. Mitchell and William H. Mitchell, and that her interests are not damaged, and that she is not entitled to any portion of the compensation to be paid to the said John J. Mitchell and William H. Mitchell.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay on the voucher of the Attorney to the said John J. Mitchell and William H. Mitchell, the sum of $3,412.66 for the taking of the following described property, situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

That part of Lot four (4), Blocks five (5) and six (6), in Canal Trustees' Subdivision of blocks in the south fractional half of Section twenty-nine (29), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, lying northwesterly of a line described as follows:

Beginning at a point in the west line of Lot five (5), in said Blocks five (5) and six (6), three hundred and three and eighty-seven one-hundredths (303.87) feet north of southwest corner of said Lot five (5), the measured along said west line, running thence northeasterly to a point in the east line of Lot two (2), in said Blocks five (5) and six (6), four hundred and thirteen and eleven one-hundredths (413.11) feet north of the southeast corner of said Lot two (2), measured along said east line; containing eight thousand five hundred and thirty-one and sixty-six one-hundredths (8,531.66) square feet, more or less, and for damages to the remaining portion of said Lot four (4) not taken.

Respectfully submitted,

WM. LEGNER,
Chairman.
Z R. CARTER,
ALEX. J. JONES,
FRANK X. CLOIDT,
FRANK WENTER,
THOMAS A. SMYTH.
Committee on Judiciary.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

RESOLUTION APPOINTING COMMITTEE TO ENTERTAIN REPRESENTATIVES OF THE FRENCH REPUBLIC.

Under the head of new business, Mr. Jones offered the following resolution:

"WHEREAS, Arrangements have been made by the City of Chicago for the entertainment of the Committee appointed by

the President of the French Republic to represent that nation at the recent unvail- of the Rochambeau monument; therefore, be it

Resolved, That the President of the Board of Trustees be directed to appoint a Committee of five members of this Body to co-operate with the representatives of the City of Chicago in the entertainment of these distinguished guests.

Resolved Further, That the said Committee be authorized to incur such reasonable expense, as may be necessary to conduct the city's distinguished guests down the Drainage Canal, and otherwise afford them a proper appreciation of the great work performed by the Sanitary District of Chicago."

Mr. Jones, seconded by Mr. Baker, moved the adoption of the resolution, as read and shown above.

The motion prevailed unanimously, and the Chair declared the resolution adopted.

The President, thereupon appointed Messrs. Jones, Braden, Carter, Cloidt and Baker as such Committee of Five.

PRESIDENT DIRETED TO REVOKE PERMIT ISSUED TO STEAMER I. M. WESTON FOR NAVIGATING THE DRAINAGE CHANNEL.

Under the head of new business, Mr. Braden stated he had been informed that the steamer "I. M. Weston," plying between this city and Lockport, is selling liquors and carrying boisterous crowds on its trips down the Drainage Channel, and moved, seconded by Mr. Jones, that the President of the Board be requested to revoke the permit granted said steamer, until such time as the proprietors have given assurances that the boat will be properly conducted.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 11, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five Hundred and Sixty-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 11, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Absent —Mr. Webb.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Co. (Chicago River improvement	$ 5,463 78	
Meacham & Wright (Main Street Bridge)	35 00	
Edward Valk (Main Street Bridge)	38 38	
Chicago Junction Railway Co. (Pan Handle Temporary Bridge, Sec.O)	879 15	
		$ 6,416 31

ENGINEERING DEPARTMENT.

E. L. Cooley (expense)	$ 14 18	
J. E. Grady (expense)	5 05	
Wm. M. McCartney (expense)	17 64	
Chas. Wink (expense)	8 30	
G. M. Wisner (expense)	2 55	
John M. Smyth Company (door mats)	7 00	
J. M. Olcott & Co. (mounting map)	5 00	
George Harrison (blacksmithing)	9 30	
J. Underwood & Co. (typewriter supplies)	4 00	
S. J. Stebbins Company (hardware)	3 80	
Henry Stuckart (hardware)	4 90	
H. Channon Company (hardware)	1 71	
Sweet, Wallach & Co. (photo supplies)	6 64	
Oehring & Kraft (water tank, launch Ana Aina)	5 00	
The Consumers Company (water)	4 50	
Knickerbocker Ice Company (ice)	2 60	
Hans Isak (gauge reading)	10 00	
Imperial Carpet Cleaning Company (renovating carpets)	13 50	
Ralph Modjeski (inspecting bridge material)	24 25	
Thomas Holliday (brass journal, launch Ana Aina)	2 25	
Pearson Bros. (blue prints)	16 18	
John A. Roebling's Sons Company (copper cord)	2 18	
Geo. B. Carpenter & Co. (oars and row locks)	1 53	
Eugene Dietzgen Company (steel tape)	7 00	
Keuffel & Esser Company (engineering supplies)	27 25	
Greeley-Howard Company (surveying dock lines)	50 00	
E. H. Heilbron (expense, flow measurements, etc.)	88 99	
		$ 345 30

LAW DEPARTMENT.

E. C. Shaw (court reporting)		$ 26 45

GENERAL ACCOUNT.

Chicago Telephone Company (rental and toll service)	$ 179 60	
Security Building receivership (rent offices, June 1902)	478 33	
American Water Company (water)	20 25	
A. Hannibal (repairing office chair)	7 50	
Imperial Carpet Cleaning Company (renovating carpets)	23 10	
		$ 708 78

TREASURY DEPARTMENT.

Geo. E. Marshall & Co. (steel cash boxes)		$ 71 50

MAINTENANCE ACCOUNT.

Charles F. Elmes, Engineering Works (repairs to sluice gates, Controlling Works)	$ 40 35	
Hibbard, Spencer, Bartlett & Co. (hardware)	11 73	
		$ 51 08

MAINTENANCE HIGHWAY BRIDGES.

Fred. W. Hacker (hardware, Lockport Road Bridge)	$ 30 60	
Edward Hines Lumber Company (lumber, Willow Springs Bridge)	2 04	
Chas. Wink (expense)	9 90	
		$ 42 54

TELEPHONE LINE.

Western Telephone Construction Company (new batteries)		$ 2 05

PERSONAL INJURIES ACCOUNT.

Chicago Junction Railway Company (settlement sundry claims)		$ 36 90
Grand total		$ 7,700 91

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of May, 1902, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO.

Treasurer's Report for May, 1902.

Receipts.

Balance on hand at date of last report		$ 2,067,597 28
From A. R. Porter, Clerk, Right of Way Account	533 60	
From A. R. Porter, Clerk, Main Channel Construction Account	12 00	
From A. R. Porter, Clerk, General Account	10 75	
From A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	40 00	
Chicago National Bank, Interest Account	1,596 29	
Equitable Trust Company, Interest Account	1,273 93	
Home Savings Bank, Interest Account	424 65	
Total cash received for month		3,891 22
		$ 2,071,488 50

Disbursements.

Maintenance Account	1,229 26	
Clerical Department	$ 1,929 92	
Treasury Department	750 00	
Engineering Department	16,950 92	
Construction Account	50,557 45	
Law Department	7,448 83	
Land Account	35,928 42	
General Account	13,979 84	
Police Department	3,414 45	
Telephone Line	35 75	
Maintenanance of Highway Bridges	15 92	
Marine Damages	100 00	
Bond Interest and Premium Account, Interest on Bonds	27,500 00	
Capitilization and Maintenance of Bridges	12,326 00	
Total cash disbursed		$ 172,166 76
Balance this date in banks, as per schedule endorsed hereon		1,899,321 74
		$ 2,071,488 50

Schedule.

Chicago National Bank	$ 875,114 20
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 1,899,321 74

CHICAGO, June 5, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT IN REFERENCE TO FINAL PAYMENT TO THE HALL BASCULE BRIDGE COMPANY FOR PLANS FOR THE BRIDGE CROSSING THE CHICAGO RIVER AT HARRISON STREET.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, with reference to and accompanied by the final certificate of the Chief Engineer, in regard to the completion of the contract with the Hall Bascule Bridge Company, for plans for the bridge crossing the Chicago River at Harrison Street; the report recommending that final payment in the sum of $5,478.52 be made to said Hall Bascule Bridge Company under conditions as set forth in the report.

The report is as follows:

CHICAGO, June 11, 1902.

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

GENTLEMEN—The Committee on Engineering presents the final certificate of the Chief Engineer of this District in favor of the Hall Bascule Bridge Company for plans covered by its contract of November 11, 1901. Said plans being for a bridge to be erected at the Harrison street crossing of the Chicago River.

Your Committee reports that it has examined the said final certificate and considered the subject matter thereof and recommends that the President and Clerk be authorized and directed to pay the sum of five thousand four hundred and seventy-eight and fifty-two one hundredths ($5,478.52) dollars to the said Hall Bascule Bridge Company when the said company shall have executed a receipt and release in full, releasing and discharging the District from any and all claims or demands arising upon said contract.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
THOMAS A. SMYTH,
ALEX. J. JONES,
WM. LEGNER,
FRANK X. CLOIDT,
Committee on Engineering.

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

The roll being called the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner and Smyth—Seven.

Nays—Mr. Wenter—One.

The following is the final certificate of the Chief Engineer:

CHICAGO, June 11, 1902.

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

GENTLEMEN—I hereby certify that the Hall Bascule Bridge Company has completed and delivered to this District the plans for a bascule bridge in accordance with the designs and under the patents of the said company as is provided in the contract entered into on the 11th day of November, 1901, by and between the said bridge company and the Sanitary District of Chicago. Said bridge is designed for erection at the Harrison Street crossing of the Chicago River.

This certificate is given subject to any continuing or unmatured obligations of the contract.

The price named in the contract is	$16,435 54
Amount paid heretofore	10,957 02
Balance due	$ 5,478 52

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO WIDENING THE PRESENT SIXTY FOOT CHANNEL IN THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, with reference to the communication from the manager of the Delaware, Lackawanna and Western Coal Company, regarding the widening of the present sixty-foot channel in the South Fork of the South Branch of the Chicago River; the report recommending that the Chief Engineer be instructed to direct the Lydon & Drews Company to widen the present sixty-foot Channel at that point to an addi-

tional width of twenty-five feet on either side thereof.

The report is as follows:

CHICAGO, June 10, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the communication of C. L. Deering, Manager of the Delaware, Lackawanna and Western Coal Company, (page 7907 of Proceedings) beg leave to state, that they have had the same under consideration, and after statements by said Deering, and the Chief Engineer, report the same back with the recmendation that the Chief Engineer be instructed to direct the Lydon & Drews Company, as the contractors for work of rock excavation in the South Fork of the South Branch of the Chicago River, to widen at once the present sixty foot channel, made by said contractors, to an additional width of twenty-five feet on either side of the channel. This work was undertaken by the Board of Trustees in order to absolve the Sanitary District from damages likely to occur by reason of the reduced depth occasioned in said channel in consequence of the opening of the Drainage Canal, and for which this District is made responsible by the following terms of the permit of the Federal Government for the opening of the Drainage Canal.

"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."

It is apparent that the work already done by the Sanitary District to avoid damages to navigation and property interests, namely, the deepening of a sixty foot channel, is not sufficient to protect navigation interests in the future and absolve the District from claims for damages by reason of the reduced depth of water created at this point by the opening of the Drainage Channel.

In order, therefore, that navigation and property interests may be fully protected and the District secured against claims for damages, your Committee recommends, as above stated, that said Channel be widened to a width of one hundred and ten feet, under the present contract for rock excavation, and as rapidly as it is practicable for said work to be done.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK X. CLOIDT,
ALEX. J. JONES,
Committee on Engineering.

(One enclosure.)

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

The roll being called, resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Jones, Legner and Smyth—Six.

Nays—Messrs. Carter and Wenter—Two.

Upon this result the Chair declared the motion carried.

REPORT GRANTING AUTHORITY TO THE CHIEF ENGINEER TO REPAIR CONCRETE WALLS AND PAINT THE BRIDGES CROSSING THE MAIN CHANNEL.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee, accompanied by a communication from the Chief Engineer in regard to pointing and repairing the masonry work in the walls of the Main Channel and painting bridges crossing the same, the report recommending that authority be granted to the Chief Engineer to perform the work at a cost not to exceed $3,300 00.

The report is as follows:

CHICAGO, June 11, 1902.

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

GENTLEMEN—The Committee on Engineering, to whom was referred the communication from the Chief Engineer, dated June 7, 1902, in reference to pointing and repairing the masonry work in the walls of the Channel and the painting of the bridges crossing the Channel of the District, which communication is hereto at-

tached, begs leave to report that it has examined the subject matter of said communication and recommends that authority be given to the Chief Engineer of the District to have all pointing done to the walls in the rock of the Main Channel that he may deem necessary and to repair the concrete walls wherever necessary; and that said Chief Engineer also be authorized to paint such bridges crossing the Main Channel as in his judgment require the same, at a cost of not to exceed thirty-three hundred dollars.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
WM. LEGNER,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
FRANK WENTER,
ALEX. J. JONES,
Committee on Engineering.

(One enclosure.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Nays—None.

RELEASE OF BOND ON CONTRACT FOR DREDGING THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to a request from the Lydon & Drews Company for the release of the sureties on the bond of said company on their contract for dredging the Chicago River.

The report is as follows:

CHICAGO, June 11, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports a request from the Lydon & Drews Company for the release of the surety on the bond given by said company in accordance with the contract for the work of dredging the Chicago River and performing certain collateral work, dated September 21, 1900, (page 6766 of the Proceedings.)

The Committee advises that it has carefully considered the subject matter of said communication and requests and recommends that the surety on said bond be released from further liability thereon, the contractor, however, to remain liable, and that the said contractor shall enter and furnish a new bond, in lieu of said original bond, in the penal sum of $2,500 00, with a surety thereon to be acceptable to the Committee on Finance and approved by the Board.

Respectfully submitted,

Z. R. CARTER,
Chairman.
FRANK X. CLOIDT,
WM H. BAKER,
JOS. C. BRADEN,
FRANK WENTER,
ALEX J. JONES,
THOMAS A. SMYTH.
WM. LEGNER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter —Eight.

Nays—None.

RESOLUTION IN REFERENCE TO PERMITTING PUBLIC SEWERS HEREAFTER TO BE CONSTRUCTED IN THE CALUMET REGION TO DRAIN INTO THE MAIN CHANNEL.

Mr. Jones offered the following resolution:

"WHEREAS, The Board of Local Improvements of the City of Chicago, is considering the organization of a sewerage district in the southern portion of the City of Chicago, to drain into Lake Michigan through the Calumet River; and

WHEREAS, It is of the utmost importance that the expenditure made by the Sanitary District in the construction of the Drainage Channel shall forever prevent further pollution of the water supply of the City of Chicago; therefore be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago that, in order to prevent pollution of the waters of Lake Michigan by any new sewers or sewerage systems now being constructed, or about to be inaugurated, it is the sense of this body that the sewers and sewerage systems of the Calumet system within the City of Chicago should find an outlet with the proper water dilution through the Drainage Channel; and that in furtherance thereof, it is the position of this Board that the public sewers constructed, or hereafter to be constructed in the Calumet region, within the limits of the City of Chicago, whether within or without the limits of the Sanitary District, shall be permitted to drain into the Main Channel of the Sanitary District without any expense to the City of Chicago or said Drainage District beyond that found necessary in the pumping of said sewage with the proper dilution of water into the Drainage Canal."

Mr. Jones, seconded by Mr. Braden, moved the adoption of the resolution, as read and shown above.

The Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Braden, Cloidt, Jones, and Legner—Four.

Nays—Messrs. Carter and Smyth—Two.

Excused and Not Voting—Messrs. Baker and Wenter—Two.

Upon this result, the Chair declared the motion to adopt the resolution lost.

COMMUNICATION REQUESTING RETAINED PERCENTAGE ON WORK FOR THE SUBSTRUCTURE OF THE CANAL STREET BRIDGE.

The Clerk presented the following communication from the Lydon & Drews Company, contractors for the substructure of the Canal Street Bridge:

CHICAGO, June 11, 1902.

To the Board of Sanitary District Trustees, Security Building, City:

GENTLEMEN—We have been delayed a number of months on work at Canal Street Bridge owing to the failure of contractors for superstructure to carry up their iron work in conjunction with our concrete work.

As the work is very nearly completed at the present time we respectfully make application to you for our retained percentage or such part of the percentage as in the judgment of the Chief Engineer he can consistently allow.

Trusting you will act favorably on this request, we are,

Yours respectfully,

LYDON & DREWS CO.,
WM. A. LYDON,
President.

Mr. Braden, seconded by Mr. Jones, moved that the communication be referred to a Joint Committee on Finance and Engineering.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 18, 1902.

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, Wednesday, June 18, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine members.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, June 17, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, June 18, 1902, at 2 o'clock, P. M., for the purpose of considering and passing on the payment of current payrolls 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 the meeting,

Very respectfully yours,

A. R. PORTER,

(One enclosure.) *Clerk.*

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Canal Street Bridge, June 17, 1902)	$ 6,172 10	
McCarthy & Newman (Harrison Street Bridge)	1,500 00	
		$ 7,672 10

ENGINEERING DEPARTMENT.

J. B. Herbert (street sprinkling, Joliet)	$ 11 00	
Wm. Sullivan (expense)	15 95	
		26 95

LAW DEPARTMENT.

Edgar M. Snow (expert services)	$ 125 00	
Edgar M. Snow (expert services)	50 00	
George Birkhoff, Jr. (expert services)	125 00	
George Birkhoff, Jr. (expert services)	50 00	
John B. Knight (expert services)	125 00	
John B. Knight (expert services)	50 00	
Walton, James & Ford (court reporting)	77 92	
Geo. H. Bremner (expert services, Streeter & Kenefick vs. District)	25 00	
Walker & Payne (legal services, Smith & Eastman vs. District)	1,250 00	
W. T. Keating (witness fees, Pioneer Stone Company vs. District)	25 00	
A. C. Schrader (witness fees, Pioneer Stone Company vs. District)	40 00	
Wm. O'Callaghan (witness fees, Pioneer Stone Company vs. District)	20 00	
H. B. Alexander (witness fees, Gahan & Byrne vs. District)	25 00	
J. S. Hull (witness fees and traveling expenses, Gahan & Byrne vs. District	163 00	
		2,150 92

PERSONAL INJURY ACCOUNT.

C. H. Bacon, M. D. (professional services, Chas. Geike et al.)	19 00
Grand total	$ 9,868 97

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth Webb and Wenter—Nine.

Nays—None.

COMMUNICATION FROM THE CLERK REPORTING RECEIPT OF THREE CERTAIN CHECKS FROM THE CHIEF ENGINEER.

The Clerk presented a communication relative to having received three checks from the Chief Engineer, in the sums of $259.37, $10.00 and $5.00, respectively, being the proceeds from the sale of certain material and furniture.

The communication is as follows:

CHICAGO, June 18, 1902.

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

GENTLEMEN — I have received three checks from Isham Randolph, Chief Engineer, the same having been received by him for the sale of material and furniture belonging to the Sanitary District of Chicago, as follows:

One check for $259.37 from Shannon & Chase for the sale of second-hand lumber and the rent of boiler belonging to the Sanitary District.

One check for $10.00 from E. B. Leigh, for the sale of one second-hand drawing table.

One check for $6.00 from S. Erman, for second-hand typewriter-cabinet and chair.

Awaiting your instructions, I remain,

Yours very truly,

A. R. PORTER,
Clerk.

Mr. Baker, seconded by Mr. Legner, moved that the communication be printed in the Proceedings and the Clerk directed to deposit the sums received with the Treasurer of the District.

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

REPORT IN REFERENCE TO LEASE OF TWO CERTAIN PIECES OF PROPERTY TO THE M'CORMICK HARVESTING MACHINE COMPANY.

Mr. Carter, Chairman of the Committee on Finance, presented a report, transmitting two forms of leases for two certain pieces of property belonging to the Sanitary District, to the McCormick Harvesting Machine Company, said leases being for a term of fifty years, from July 1, 1902 to June 30, 1952; the report recommending that the President and Clerk be authorized and directed to execute said two leases in the form as submitted.

The report is as follows:

CHICAGO, June 16, 1902.

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

GENTLEMEN—Your Committee on Finance hereby reports that it has prepared leases covering two certain pieces of property, more fully described in said leases, which the District proposes to lease to the McCormick Harvesting Machine Company, in accordance with the terms of said leases heretofore discussed and agreed upon between the Sanitary District and the said McCormick Harvesting Machine Company, which forms of leases as prepared by your Committee are hereto attached and made a part of this report.

Your Committee recommends that the President and Clerk of the District be authorized to execute said leases on behalf of the District in the forms hereto attached of the property therein described, when the same shall have been executed by the said McCormick Harvesting Machine Company and approved by the Attorney of the District.

Respectfully submitted,

Z. R. CARTER,
Chairman.
JOS. C. BRADEN,
FRANK WENTER,
A. J. JONES,
WM. LEGNER,
Committee on Finance.

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

The roll being called, resulted as follows:

Yeas—Messrs. Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—Mr. Baker—One.

Upon this result the Chair declared the motion carried.

Mr. Baker, in explanation of his vote against the adoption of the report, made the following statement:

"I have heard nothing in the arguments while we have had this matter under consideration that would change my original position, that is, that the property should be first advertised before consummating this contract, therefore I vote 'no.' "

The following are the form of leases to the McCormick Harvesting Machine Company:

THIS INDENTURE, Made this 20th day of June, in the year of our Lord one thousand nine hundred and two, 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 McCormick Harvesting Machine Co., 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 assigns and legal representatives, has demised and leased to the said party of the second part all those prem-

ises situate, lying and being in the County of Cook, and State of Illinois, known and described as follows, to-wit:

That part of the west one-half (½) of the southwest one-quarter (¼), Section thirty (30), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, lying east of the east line of the Southwest Boulevard, lying south of a line beginning at a point in the west line of said Section thirty (30) five hundred and twelve (512) feet north of the southwest corner of said Section thirty (30); running thence northeasterly to a point in the east line of said west one-half (½) of said Section thirty (30) one thousand fifty-five and five tenths (1,055.5) feet north of the southeast corner of said west one-half of said southwest quarter of said Section thirty (30), and lying north of a line one hundred and twenty (120) feet distant from and parallel to the center line of the Main Drainage Channel, said line being the north dock line as established by the Board of Trustees of the Sanitary District of Chicago, June 11, 1901; also

That part of the east one-half (½) of the southwest one-quarter (¼) of Section thirty (30), Township (39) North, Range fourteen (14), East of the Third Principal Meridian, lying south of the south dock line of the west fork of the South Branch of the Chicago River, said dock line being one hundred and seventy-five (175) feet distant from and parallel to the north dock line of said west fork of the South Branch of the Chicago River, lying north of a line one hundred and twenty (120) feet distant from and parallel to the center line of the Main Drainage Channel; said line being the north dock line as established by the Board of Trustees of the Sanitary District of Chicago, June 11, 1901, and lying northwesterly of the northwesterly bank of the Windage Basin of said Main Drainage Channel, as shown in the map attached hereto.

To have and to hold above described premises, with the appurtenances, unto the said party of the second part, its successors, assigns and legal representatives, from the first day of July, in the year of our Lord one thousand nine hundred and two (1902), for and during and until the thirtieth day of June, in the year of our Lord one thousand nine hundred and fifty-two (1952).

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, assigns and legal representatives, to pay the said party of the first part, as rent for said demised premises, at the office of the said party oft he first part, in Chicago, Illinois, the sum of two hundred twelve thousand five hundred ($212,500) dollars, for the first half of the term of this lease, payable semi-annually, in equal installments of four thousand two hundred fifty ($4,250) dollars each, on the first day of July and the first day of January of each year for the first twenty-five (25) years of this lease; said rental amounting to eight thousand five hundred ($8,500) dollars per annum. A revaluation of said property, exclusive of the improvements thereon, shall be made at the expiration of twenty-five (25) years from the date of this lease by a Committee of Appraisers, consisting of three (3) real estate men, one to be selected by the party of the first part, one to be selected by the party of the second part, the two so chosen to select the third; and in the event that either of the parties to this lease shall neglect or refuse for a period of twenty (20) days after written notice given by the other party to this lease to appoint an appraiser as herein provided, the Chicago Real Estate Board shall select said appraiser for the party so neglecting or refusing to appoint. It is further agreed that if the two appraisers so chosen as above provided cannot agree upon a third member, then the third member is to be selected by the said Chicago Real Estate Board.

It is further covenanted and agreed that the said appraisers shall make their appraisement in writing, under their respective hands and seals, and that the appraisement, determination and decision of any two (2) of said apprisers shall be binding and conclusive upon the parties to this lease, the same as if the three (3) appraisers had joined in said appraisement; and that a copy of said appraisement of said appraisers, or a majority of them, shall be by them presented, over their signatures, to the respective parties to this lease within thirty (30) days after their appointment; and that said appraisement shall be binding and conclusive upon the parties hereto. And the annual rental for the last twenty-five (25) years of said term shall be five and three-fourths per cent (5¾%) of the amount fixed by said appraisers as aforesaid, which shall be paid semi-annually at the times and places as fixed for the first period of twenty-five (25) years of said lease.

It is further agreed by and between the parties hereto that the said party of the second part shall pay or cause to be paid all water rates and assessments, and in the event that taxes are levied on the above described property, the said party of the second part shall pay such proportion of such taxes as the assessed value of the improvements thereon shall bear to the total assessed value of such property; and provided, further, that in no event shall the party of the first part be re-

quired to pay any annual aggregate taxes and special assessments in excess of twenty per cent of the amount of annual rental provided herein, and in case any said annual aggregate of taxes and special assessments shall exceed twenty per cent of the amount of such annual rental, all of said excess shall be paid by said party of the second part as additional rental hereon. This provision shall not be held to apply to any special assessessments levied upon said property for any purposes by the Sanitary District.

It is further expressly agreed and covenanted by and between the parties aforesaid that the said party of the second part shall, under the direction of the Chief Engineer of the party of the first part, excavate the Main Channel of the Sanitary District now fronting said property to the full width and deepen the same to the full depth and build a dock along the entire frontage of said property; all to be done according to the plans and specifications now in use by the Sanitary District, and further to maintain said dock during the life of this lease.

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; and 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 uses to which said party of the first part may desire to subject said property. Said party of the first part reserves, out of the premises herein demised, the right to grant a right of way over and through said property for the operation of a steam or street railroad at such place as said first party may designate; reserving to said second party the right to construct and use such crossing or crossings overhead or underneath, so that said railroad will cause a minimum inconvenience to the operation of its business; and in the event that such right of way is granted by said party of the first part, such proportionate amount of rental for said right of way shall be deducted from the yearly amount to be paid by said lessees as such right of way bears to the entire amount of property herein leased.

And it is expressly understood and agreed by the said party of the second part for its successors, assigns and legal representatives 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, its successors, assigns or legal representatives, 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 amounts above declared to be deemed and taken as rent, shall become due and remain unpaid for ten (10) days after the same becomes due and payable, said party of the first part, its successors, assigns, agent, attorney, or legal representatives, may sell at public auction, to the highest bidder for cash, after having first given ten (10) days' notice of the time and place of such sale in some newspaper published in the City of 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 attorney for the 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 attorneys' 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 the said party of the second part, its successors, assigns or legal representatives, which sale shall be a perpetual bar to and against all rights and equities of said party of the second part, its successors, assigns and legal representatives, in and to the property sold.

It is expressly understood and agreed that the forcible collection of the rent as aforesaid by the said party of the first part, or any other action taken by the said party of the first part under any of the provisions herein, or any legal proceedings for the collection of the said rent, shall not be considered as releasing the said party of the second part from its obligation to pay the rent as herein provided for the entire period of this lease, unless the said lease is specifically cancelled by the said party of the first part.

And it is expressly covenanted and agreed by the said party of the second part, its successors, assigns and legal representatives, that it will use said above described premises for the manufacture of agricultural implements and dock purposes necessarily incident to said business, and for no other purposes; 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.

And the said party of the second part further covenants with the said party of the first part that it will keep said demised prem-

ises in a clean and wholesome condition, in accordance with the ordinances and regulations of the City of Chicago 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 said party of the first part in as good condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

It it is further agreed by the said party of the second part that neither it, nor its legal representatives will underlet said premises, or any part thereof, or assign this lease for other purposes, without the written assent of the 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, its successors, assigns or legal representatives, it shall be lawful for the party of the first part, or its successor, assign, agent, attorney, or legal representatives, 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 to repossess and enjoy as in their 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 shall 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, assigns and legal representatives 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 the time said term shall be ended at such election of said party of the first part, its successors, assigns or legal representatives, 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, assigns or legal representatives, immediately upon the determination of said term as aforesaid; and if it shall remain in possession of the same one (1) 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 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 the 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 the premises herein leased.

The said party of the second part further agrees not to remove any buildings or other permanent 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 attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part; and upon the expiration of this lease, all buildings and other permanent improvements erected on said property shall belong to and become the property of said party of the first part, and shall be surrendered with the land as hereinbefore stated.

It is further understood and agreed that said party of the second part shall not erect any permanent buildings or structures on the south half of said above described premises.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the successors, assigns and legal representatives of the parties to these presents.

In Witness Whereof, the said parties have

hereunto set their hands and seals the day year first above written.

THE SANITARY DISTRICT OF CHICAGO
[SEAL] By THOMAS A. SMYTH,
Its President.

Attest:
A. R. PORTER,
Clerk.

[SEAL] MCCORMICK HARVESTING MACHINE COMPANY,
By CYRUS H. MCCORMICK,
Its President.

Attest:
HAROLD F. MCCORMICK,
Secretary.

THIS INDENTURE, Made this 20th day of June, in the year of our Lord one thousand nine hundred and two, 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 McCormick Harvesting Machine Co., a corporation organized and existing under the laws of the State of Illinois, party of the second part;

WITNESSETH, That 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, assigns and legal representatives, has demised and leased to the said party of the second part all these 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 one-quarter of Section twenty-five (25), Township thirty-nine (39) North, Range thirteen (13) east of the Third Principal Meridian, bounded and described as follows:

Beginning at a point two hundred eighty-three (283) feet north of the south line of said Section twenty-five (25) and thirty-three (33) feet west of the east line of said Section twenty-five (25), running thence west five hundred and forty-six and sixty-six one-hundredths (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 Yards & Transit Company; thence north along said east line to a point five hundred and fifty-one and seven one-hundredths (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 thirty-three (33) feet west of the east line of said section; thence south two hundred and sixty-eight and seven one-hundredths (268.07) feet to the point of beginning, excepting from the above described property that part transferred by the Trustees of the Sanitary District of Chicago to the West Chicago Park Commissioners according to agreement; also accepting a strip of land fifty-two (52) feet wide north of and adjacent to the tract of land transferred to said West Chicago Park Commissioners; said above described piece of land containing one and twenty-nine one-hundredths (1.29) acres, more or less; and as shown on the plat hereto attached.

To have and to hold the above described premises with the appurtenances unto the said party of the second part, its successors, assigns and legal representatives, from the first day of July, in the year of our Lord one thousand nine hundred and two (1902), for, and during and until the thirtieth (30th) day of June, in the year of our Lord one thousand nine hundred and fifty-two (1952).

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, assigns and legal representatives, to pay the said party of the first part as rent for said demised premises, at the office of the said party of the first part, in Chicago, Illinois, the sum of twelve thousand five hundred ($12,500) dollars for the first half of the term of this lease, payable semi-annually, in equal installments of two hundred and fifty dollars ($250.00) each, on the first day of July and the first day of January of each year for the first twenty-five (25) years of this lease; said rental amounting to five hundred ($500.00) dollars per annum. A revaluation of said property, exclusive of the improvements thereon, shall be made at the expiration of twenty-five (25) years from the date of this lease by a Committee of Appraisers, consisting of three (3) real estate men, one to be selected by the party of the first part, one to be be selected by the party of the second part, and the two so chosen to select the third; and in the event that either of the parties to this lease shall neglect or refuse for a period of twenty (20) days after written notice given by the other party to this lease to appoint an appraiser as herein provided, the Chicago Real Estate Board shall select said appraiser for the party so neglecting or refusing to appoint. It is further agreed that if the two appraisers so chosen as above provided cannot agree upon a third member, then the third member is to be selected by said Chicago Real Estate Board.

It is further covenanted and agreed that the said appraisers shall make their appraisement in writing, under their respective hands and seals; and that the appraisement, determination and decision of any two (2) of said ap-

praisers shall be binding and conclusive upon the parties to this lease, the same as if the three (3) appraisers had joined in said appraisement, and that a copy of said appraisement of said appraisers, or a majority of them, shall be by them presented, over their signatures, to the respective parties to this lease within thirty (30) days after their appointment, and that said appraisement shall be binding and conclusive upon the parties hereto. And the annual rental for the last twenty-five (25) years of said term shall be five and three-fourths (5¾) per cent of the amount fixed by said appraisers as aforesaid, which shall be paid semi-annually at the times and places as fixed for the first period of twenty-five (25) years of said lease.

It is further agreed by and between the parties hereto that the said party of the second part shall pay or cause to be paid all water rates and assessments, and in the event that taxes are levied on the above described property the said party of the second part shall pay such proportion of such taxes as the assessed value of the improvements thereon shall bear to the total assessed value of such property; and, provided further, that in no event shall the party of the first part be required to pay any annual aggregate taxes and special assessments in excess of twenty (20) per cent of the amount of annual rental provided herein, and in case any said annual aggregate of taxes and special assessments shall exceed twenty (20) per cent of the amount of such annual rental, all of said excess shall be paid by said party of the second part as additional rental hereon. This provision shall not be held to apply to any special assessments levied upon said property for any purposes by the Sanitary District.

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; and 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 uses to which said party of the first part may desire to subject said property. Said party of the first part reserves out of the premises herein demised the right to grant a right of way over and through said property for the operation of a steam or street railroad at such place as said first party may designate; reserving to said second party the right to construct and use such crossing, or crossings overhead, or underneath, so that said railroad will cause a minimum inconvenience to the operation of its business; and in the event that such right of way is granted by said party of the first part, such proportionate amount of rental for said right of way shall be deducted from the yearly amount to be paid by said lessees as such right of way bears to the entire amount of property herein leased.

And it is expressly understood and agreed by the said party of the second part for its successors, assigns and legal representatives 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, its successors, assigns or legal representatives, 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 amounts above declared to be deemed and taken as rent, shall become due and remain unpaid for ten (10) days after the same becomes due and payable, said party of the first part, its successors, assigns, agent, attorney, or legal representatives may sell at public auction to the highest bidder for cash, after having first given ten (10) days' notice of the time and place of such sale in some newspaper published in the City of 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 attorney for the 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 attorneys' 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 the said party of the second part, its successors, assigns or legal representatives, which sale shall be a perpetual bar to and against all rights and equities of said party of part, its successors, assigns and legal representatives, the second in and to the property sold.

It is expressly understood and agreed that the forcible collection of the rent as aforesaid by the said party of the first part, or any other action taken by the said party of the first part under any of these provisions herein or any legal proceedings for the collection of the said rent, shall not be considered as releasing the said party of the second part from its obligation to pay the rent as herein provided for the entire period of this lease, unless the said lease is specifically cancelled by the said party of the first part.

And it is expressly covenanted and agreed by the said party of the second part, its successors, assigns and legal representatives, that it will use said above described premises for the manufacture of agricultural implements and dock purposes necessarily incident to said business, and for no other purposes, 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.

And the said party of the second part further covenants with the said 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 the City of Chicago 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 said party of the first part in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or invitable accident, and ordinary wear excepted.

It is further agreed by the said party of the second part that neither it, nor its legal representatives, will under-let said premises or any part thereof, or assign this lease for other purposes without the written assent of the 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, assigns or legal representatives, it shall be lawful for the party of the first part, or its successors, agent, attorney or legal representatives, 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 to repossess and enjoy as in their 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 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, assigns and legal representatives, 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 at the time said term shall be ended at such election of said party of the first part, its successors, assigns or legal representatives, 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, assigns or legal representatives, immediately upon the determination of said term as aforesaid; and if it shall remain in possession of the same ten (10) days 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 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 the said party of the first par of its election to declare this lease at an end under any of its provisions, or any demand for the payment of rent, of the possession of the premises leased herein.

The said party of the second part further agrees not to remove any buildings or other permanent 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 attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by party of the first part; and upon the expiration of this lease, all buildings and other permanent improvements erected on said property shall belong to and become the property of said first party, and shall be surrendered with the land as hereinbefore stated.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the successors, as-

signs and legal representatives 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 SANITARY DISTRICT OF CHICAGO,

[SEAL] By THOMAS A. SMYTH,
Its President.

Attest: A. R. PORTER,
Clerk.

[SEAL] MCCORMICK HARVESTING MACHINE COMPANY,

By CYRUS H. MCCORMICK,
Its President.

Attest: HAROLD F. MCCORMICK,
Secretary.

REPORT IN REFERENCE TO CANCELLATION OF FORMER LEASE TO THE QUARRIES OPERATING COMPANY AND ENTERING INTO NEW LEASE FOR CERTAIN DOCKAGE LANDS.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to and accompanied by a form of lease to the Quarries Operating Company for certain dockage lands located on the northerly bank of the Main Channel, and recommending that the former lease, entered into with said company on the 26th day of March, 1902, be cancelled, and the President and Clerk authorized and directed to execute a new lease in the form as submitted.

The report is as follows:

CHICAGO, June 18, 1902.

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

GENTLEMEN—The Committee on Finance, to which was referred the communication of the Quarries Operating Company, containing a proposition for the lease of certain dockage lands belonging to the District and, also, requesting the cancellation of the lease entered into with said company on the 26th day of March, A. D. 1902, herewith presents a form of lease to be executed by the District with the above named party. Said lease is for the term ending December 31, 1902, at a rental of $2.00 per lineal foot of water front; and is in conformity with the form ordered by the Board of Trustees for use in cases as above.

The Committee, therefore, recommends that the said lease to the said Company, dated March 26, 1902, be cancelled and that the President and Clerk be authorized and directed to execute a new lease on behalf of the District to said party; and, further that said Quarries Operating Company be credited on said new lease, when executed, with the amount of rental heretofore paid on said lease of March 26th, 1902.

Respectfully submitted,

Z. R. CARTER,
Chairman.

J. C. BRADEN,
FRANK WENTER,
THOMAS J. WEBB,
A. J. JONES,
WM. LEGNER,
Committee on Finance.

(Accompanied by plat and two enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of lease to the Quarries Operating Company:

THIS INDENTURE, Made this 26th day of March A. D. 1902, by and between the Sanitary District of Chicago, party of the first part, and The Quarries Operating Company, a corporation, party of the second part:

WITNESSETH, That 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 County of Cook, and State of Illinois, known and described as follows, to-wit:

A strip of land in Section 20, T. 27 N., R. 11, E. of the 3d P. M., bounded and described as follows: Beginning at a point on the northerly bank of the Main Drainage Channel 210 feet westerly of the center of the center pier of the Stephens Street Bridge over said Main Drainage Channel, running thence westerly along said northerly bank of said Main Drainage Channel for a distance of 130 feet, running thence northerly at right angles with said

northerly bank of the Main Drainage Channel for a distance of 200 feet, running thence easterly and parallel with said northerly bank of the Main Drainage Channel for a distance of 130 feet: running thence southerly to the point of beginning; also a strip of land in said Section 20 to be used as an approach, said strip of land to be 25 feet wide and described as follows: Beginning at the north line of said Section 20, running thence southwesterly 50 feet distance from in a westerly direction and parallel to the present right of way of the C. S. F. & C. Ry., for a distance of 2200 feet, more or less, running thence on a convenient curve to a point in Stephens street, half way between the abutment and the center pier of said Stephens Street Bridge; running thence westerly parallel to the northerly bank of the Main Drainage Channel to the east line of the first described strip of land.

To have and to hold the above described premises unto the party of the second part its successors and assigns, from the 26th day March, A. D. 1902, for and during and until the 31st day of December, A. D. 1902.

And the said party of the second part, in consideration of the leasing of the said 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 the City of Chicago, the sum of two dollars ($2 00) per lineal or running foot of water front per annum payable in advance.

It is hereby expressly agreed by and between the parties hereto that the said party of the second part, its successors and assigns, will use said above described premises for docking 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 whatever, 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 itself the right, to 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 their first and former state. Said party of the first part hereby covenants and agrees, that in case it does terminate this lease as above provided, and for no cause given by the said party of the second part, it will pay to said party of the second part such sum of money as will 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 party of the second part, and said two so appointed to choose a third one, the award of the said Board of Arbitrators to be final and binding upon both parties to this lease.

It is further covenanted and agreed by 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 upon said premises, pending the existence of this lease, or if at any time after said tax, assessment or water rate shall shall have become due or payable, the party of the second part, or its legal representatives, shall neglect to pay such water tax, rates or assessment, it shall be lawful for the said 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, its successors and assigns, that the whole amount of rent reserved and agreed to be paid for the 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 upon 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 (1) day after the same shall become 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 (10) 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 the 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 the same, after first paying all costs and expenses of said sale, including commissions and attorneys' 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 and assigns, 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 the County of Cook, and the directions of the health officers thereof, 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.

And it is further agreed by the party of the second part that neither it nor its legal representatives will under-let said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part, 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 any default shall be made in any of the covenants contained to be kept by the party of the second part, its successors and 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 repossess and enjoy as in their 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 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 goods, chattels and 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, officers, agents, attorneys and 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 termination of said term as aforesaid; and if it shall remain in possession of the same one (1) day after notice of such default, or after the termination of this lease, in any of the ways above named, they 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 also hereby agrees that in case any additional taxes are levied upon said property by reason of the construction of any improvement 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 agreed and understood 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 unnessarily injurious to the rights or privileges of the party of the second part.

The said party of the second part further agrees not to remove any buildings or im-

provements from said premises without the written assent of said party of the first part, and that the said second party shall pay and discharge all costs and attorneys' 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.

It is further agreed by and between the parties aforesaid that the said party of the second part be, and it is hereby given permission to construct a bridge across the River Diversion on the right of way of said first party, said bridge to be constructed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago; that at the expiration of this lease, or at the expiration of the period when the relation of said lessor and lessee ceases to exist between the Sanitary District of Chicago and the said The Quarries Operating Company, or at any time in the opinion of the Board of Trustees it becomes desirable to remove said bridge from crossing the said River Diversion, the said Quarries Operating Company proceed, upon sixty (60) days' notice to remove the said bridge, to at once remove the same.

Said party of the second part shall save the Sanitary District of Chicago harmless from any and all damages to person or property growing out of the construction or use of said bridge.

In Witness Whereof, The said parties have hereunto set their hands and seals the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO.

[SEAL] By THOMAS A. SMYTH,
Its President.

Attest:

A. R. PORTER,
Clerk.

QUARRIES OPERATING COMPANY.

[SEAL] By HUGH YOUNG,
President.

Attest:

JAMES Y. MORGAN,
Secretary.

REPORT IN REFERENCE TO LEASE OF ACREAGE LANDS TO ROBERT TURNER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, accompanied by form of lease to Robert Turner, for certain acreage lands located in Will County, Illinois, duly executed by said party, and by the President and Clerk of the District.

The report is as follows:

CHICAGO, June 18, 1902.

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

GENTLEMEN—Your Committee on Finance 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 are to be used for farming and grazing purposes by Robert Turner of Will County, Illinois, at an annual rental of seventy dollars, payable in advance. Said land is described as follows: That part of Sections ten and eleven, fourteen and fifteen in Township thirty-six North, Range ten, East of the Third Principal Meridian, otherwise described as a strip of land in contract section fourteen, lying west of a line two hundred 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 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.

That said lease is for the term extending from the first day of March, 1902, to and including the thirty-first day of December, 1902, and 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 party as above set forth, the said party having executed the same and having complied with the terms and conditions thereof,

which were deemed necessary as conditions precedent to the execution of the lease.

Respectfully submitted,

Z. R. CARTER,
Chairman.
JOS. C. BRADEN,
FRANK WENTER,
ALEX. J. JONES,
WM. LEGNER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of lease to Robert Turner:

This Indenture, Made this first (1st) day of March, in the year of our Lord one thousand nine hundred and two (1902), 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 in Contract Section 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 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 and two (1902), for and during and until December thirty-one (31) A. D. one thousand nine hundred and two (1902).

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 the said first party in Chicago the sum of seventy dollars, 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 agreed by the said party of the second part that if at any time of making the survey, as provided for herein, it is discovered that there is more tillable land in said tract than is provided for in the description of the premises herein leased, then, upon due notice thereof, the said party of the second part shall pay to the said party of the first part the sum of $3.50 per acre for all such tillable land in excess of that herein described.

(The remaining terms of this lease are identical with those of the lease to Modesto Lenzi, as printed on pages 7861-63 of the Proceedings of April 30, 1902.)

REPORT IN REFERENCE TO LEASE OF ACREAGE LANDS TO THOMAS F. RYAN.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, accompanied by lease to Thomas F. Ryan, for certain acreage lands located in Will County, Illinois, duly executed by the said party and by the President and Clerk of the District.

The report is as follows:

CHICAGO, June 18, 1902.

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

GENTLEMEN — Your Committee on Finance 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 are to be used for farming and grazing purposes by Thomas F. Ryan, of Lockport, Will County, Illinois, at an annual rental of thirty-six dollars and five cents ($36.05), payable in advance. Said land is described as follows: That part of the southwest quarter of Section fourteen, Township thirty-six North, Range ten, East of the Third Principal Meridian, lying east of a line two hundred feet distant from (measured at right angles in an easterly direction), and parallel to the east bank of the Main Drainage Channel lying west of the west line of the right of way of the Chicago, Santa Fe and California Railway, and lying north of a line fifteen hundred feet distant from and parallel to the south line of said southwest quarter of said Section fourteen, containing 10.3 acres, more or less.

That said lease is for the term commencing on the 25th day of April, 1902, and terminating December 31, 1902, and 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 party as above set forth, the said party having executed the same and having complied with the terms and conditions thereof, which were deemed necessary as conditions precedent to the execution of said lease.

Respectfully submitted,
Z. R. CARTER,
Chairman.
J. C. BRADEN,
FRANK WENTER,
THOMAS J. WEBB,
A. J. JONES,
WM. LEGNER.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of lease to Thomas F. Ryan:

This Indenture, Made this twenty-fifth day of April, in the year of our Lord one thousand nine hundred and two (1902), 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 Thomas F. Ryan, of Lockport, 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 the southwest quarter (¼) of Section fourteen (14), Township thirty-six (36) North, Range ten (10) east of the third (3d) Principal Meridian, lying east of a line two hundred (200) feet distant from (measured at right angles in an easterly direction) and parallel to the east bank of the Main Drainage Channel, lying west of the west line of the right of way of the Chicago, Santa Fe and California Railway, and lying north of a line fifteen hundred (1500) feet distant from and parallel to the south line of said southwest quarter (¼) of said Section fourteen (14), containing 10.3 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, adminstrators and assigns, from the twenty-fifth day of April, in the year of our Lord one thousand nine hundred and two (1902), for and during and until December thirty-one A. D. one thousand nine hundred and two (1902).

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-six and 05-100 dollars, 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 agreed by the said party of the second part that if at any time of making the survey, as provided for herein, it is discovered that there is more tillable land in said tract than is provided for in the description of the premises herein leased, then, upon due notice thereof, the said party of the second part shall pay to the said party of the first part the sum of $3.50 per acre for all such tillable land in excess of that herein described.

(The remaining terms of this lease are identical with those of the lease to Modesto Lenzi, as printed on pages 7861-63 of the Proceedings of April 30, 1902.)

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Cloidt, the Board adjourned.

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 25, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, June 25, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Seven.

Absent—Messrs. Baker and Webb—Two.

Messrs. Baker and Webb arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Braden, seconded by Mr. Jones, the minutes of the regular meeting held June 11, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, June, 1902)	$ 7,608 96
Clerical Department (Clerk's, June, 1902)	958 34
Law Department (Attorney's, June, 1902)	2,691 64
Treasury Department (Treasurer's, June, 1902)	375 00

General Account (General, June, 1902)	$ 205 00	
General Account (Steamer Juliet, June, 1902)	365 00	
General Account (Trustees', June, 1902)	2,333 34	
		$ 2,903 34
Police Department (Marshal's, June, 1902)		1,649 59
Maintenance Account (Controlling Works, June, 1902)		550 00
		$ 16,736 87

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, June 16, 1902))	$ 4,308 93	
American Bridge Company (Randolph Street Bridge, May 31, 1902)	3,795 00	
Lydon & Drews Company (Canal Street Bridge, June 16, 1902)	1,724 00	
American Bridge Company (Canal Street Bridge, April 30, 1902)	5,820 00	
Chicago Bridge and Iron Company (Ashland Avenue Bridge, June 18, 1902)	9,000 28	
American Bridge Company (Main Street Bridge, May 31, 1902)	10,845 00	
		35,493 21

ENGINEERING DEPARTMENT.

Isham Randolph (expense)	$ 87 00	
D. C. Custer (expense)	13 50	
Carse Bros. Company (oars, launch "Ana Aina")	4 75	
Allen F. Cooper (cartage)	12 00	
G. H. Benzenberg (professional services)	300 00	
		417 25

CLERICAL DEPARTMENT.

Eureka Blotter Bath Company (bath cover)	$ 2 00	
Lewis & Oppenheimer (typewriter ribbons)	6 00	
White Rock Mineral Spring Company (water)	6 25	
		14 25

LAW DEPARTMENT.

Barnard & Miller (printing)	$ 84 00	
Perfection Legal Blank Company (legal blanks)	2 75	
Wyckoff, Seamans & Benedict (repairing typewriter)	9 75	
The Gunthorpe-Warren Printing Company (voucher blanks)	12 00	
West Publishing Company (law books)	14 00	
Callaghan & Co. (law books)	4 00	
Edward Thompson Company (law books)	6 00	
Chicago Title and Trust Company (data for condemnation proceedings)	44 50	
Sarah E. Riley (services as special stenographer)	75 00	
John S. Cooper (legal services)	3,900 00	
Walker & Payne (legal services)	250 00	
		4,402 00

GENERAL ACCOUNT.

Chicago Daily Labor World (advertising)	$ 11 00	
A. R. Porter, Clerk (expense)	1,632 27	
John M. Smyth Company (door mat)	1 25	
Chicago Printing and Embossing Company (letter heads)	14 00	
John F. Higgins (printing Proceedings)	118 94	
Geo. B. Carpenter & Co. (expense)	58 35	
C. A. Savoie (expense)	61 24	
E. C. Cook & Bro. (expense)	1 25	
H. Channon Company (expense)	11 58	
John M. Smyth Company (expense)	35 53	
Thomas B. Banner (expense)	27 47	
Dunham Towing and Wrecking Company (expense)	362 28	
		2,335 26

MAINTENANCE ACCOUNT.

Standard Oil Company (oil)	4 85

MAINTENANCE HIGHWAY BRIDGES.

Isham Randolph (expense, repairs to bridges)	265 19
Grand total	$ 59,668 88

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

CLERK'S REPORT IN REFERENCE TO SALE OF THREE IRON SAFES TO THE DIEBOLD SAFE AND LOCK COMPANY.

The Clerk presented the following report:

CHICAGO, Ill., June 20, 1902.

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

GENTLEMEN—I beg to report that in compliance with instructions received from the Finance Committee, I have sold the three iron safes that were located in building No. 1. Jefferson Street, Joliet, Ill., to the Diebold Safe & Lock Company of Chicago, for the sum of $35.00 each, and have received a check from said company for $105.00 in payment for same.

Awaiting your instructions, I remain,

Very truly yours,

A. R. PORTER,
Clerk.

Mr. Carter, seconded by Mr. Wenter, moved that the report be printed in the Proceedings, and the Clerk directed to deposit the sum received with the Treasurer of the District.

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of May, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, June 25, 1902.

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, 1902.

The total expenditures of the District for the month were $129,403.17, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $988.53, of which amount the sum of $958.33 was for salaries and the sum of $30.20 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $11,622.51, divided as follows:

Printing	$ 258 01
Rent of offices for May, 1902	478 33
Salaries	2,538 33
Streams examination	220 00
Steamer Juliet	7,523 44
Advertising	69 40
General expenses	535 00
Total	$11,622 51

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212 91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of May, 1902:

Account.	*Amount.*
Right of way	$ 46,765 62
Bridge construction, Chicago River	27,683 15
Bridge construction, Main Channel	50 00
Chicago River, dredging, docking, etc.	24,144 57
Telephone line	35 75
Maintenance of highway bridges	51 02
Marine damages	100 00
Personal injuries account	800 00
Engineering Department	8,759 91
Clerical Department	988 53
Law Department	5,644 38
Treasury Department	375 00
Police Department	1,672 17
General Account	11,622 51
Maintenance Account	710 56
Total	$ 129,403 17

Respectfully submitted,

A. R. PORTER,
Clerk

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of May, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, June 23, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $57,620.63. Vouchers were issued on this account to the amount of $46,395.15.

The engineering expenses were $7,804 58, divided as follows: Salaries, $7,413 33; supplies, etc., $391.25. Vouchers to the amount of $132.64 were also issued on account of repairs to highway bridges crossing the Main Channel and Desplaines River, between the Controlling Works and Joliet. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The contractor for the dredging and docking of the river performed the following work during the month. The dock at the Northwestern University property was backfilled and entirely completed on the 10th. The pulling of the old dock on the Tegtmeyer property was begun on the 21st, and completed at the end of the month, at which time dredging at this point was begun. The dock at the Scott property was completed on the 28th. Operations were carried on all of the month at the new dock at Babcock & McConnell's property, at the end of which it was completed. The work at the Scott property was done under the contract dated September 21, 1900. The balance was carried on under he contract dated February 24, 1902.

The following work was done at the State Street Bridge. From the 1st to the 7th, one foreman and seven carpenters were employed putting in place the top tier of bracing in the south coffer-dam. From the 8th to the 19th, an average force of 15 laborers and one foreman was engaged in filling the south coffer-dam. Pumping was started on the 19th, and the water in the dam was pumped down to the second system of bracing, which the carpenters started to put in place on the 20th and finished on the 23d. The third tier was started on the 24th and finished on the 27th. On the 27th a leak developed in the north wall of the coffer-dam, which was filled during that night. The work of repairing the leak and pumping out the dam was carried on from the 28th to the 30th, at which latter date the water was lowered to -20. Work on the fourth tier of bracing and excavation was begun on the 31st. On the northside of the river, from the 1st to the 7th, the pile driver crew was engaged in driving piles and sheeting for the north line of the coffer dam and the support for the C. & N. W. Ry. Co's. freight office. From the 8th to the 13th eight carpenters were engaged in placing caps and wales on the piles. From the 18th to the 22d four men were employed in placing jack-screws under the C. & N. W. Ry. Co's. freight office. On the 31st pile driving for the north abutment foundations was begun.

At the Randolph Street Bridge an average daily force of 30 men was employed in connecting and setting iron, and for six nights, from the 1st to the 10th, an average force of 13 men was employed at concreting.

The following is a record of the work done at the east foundation: On the 2d and 3d the contractor for the superstructure was engaged in taking the twist out of anchor columns. The east center bolsters were set on the 3d. The north and south bolsters were set on the 4th. On the 5th the second system of bracing was taken out. The front, or west bolsters were set on the 6th and 7th and the top system of bracing was taken out on the 8th and 9th. On the 10th the north track girder was received, and on the 11th the center track girders were placed on foundation. On the 13th the north and south track girders were placed on foundation and set on the 15th. From the 16th to the 19th the lateral bracing between the track girders was riveted up. The anchor columns were reset on the 27th. Work on the west foundation was carried on as follows. The dig-

ging of the trench for abutment sheeting was begun on the 12th. The driving of wooden sheeting was begun on the 13th. On the 23d the driving of the east and north sides of abutment sheeting was finished. The derrick for hoisting out excavation was received on the 31st.

At the Harrison Street Bridge, the Lehigh Valley Coal Company's boiler of its plant was located about two feet north of the south street line and it became necessary, in order to construct the foundation for the bridge and to take care of the sewer, to remove this boiler plant about ten feet to the south. The Lydon & Drews Company was engaged to drive the piles for the new foundation for the boiler plant and McCarthy & Newman were engaged to move the plant. A 20-horse power motor was rented to run the plant while these changes were being made, the power for which was received from the Chicago Edison Company. The contractors for moving the plant began operations on the 10th and continued throughout the balance of the month. An average daily force of 12 men was employed by them. The work of driving the piles was done on the 27th.

No work was done by the substructure contractors for this bridge during the first half of the month. In the second half of the month excavation on the east side was carried on by dredging and the old dock for the width of the street was removed.

At the Canal Street Bridge, at the beginning of the month, there remained but little work to be done on the substructure. This consisted of a small amount of concrete work which had been left until the contractor for the superstructure had placed the lateral bracing between the track girders, and some work on the south tail pits. Arrangements were made with the Goheen Manufacturing Company to repair the said tail pits. This work was begun on the 6th and completed on the 14th. The contractor for the substructure completed the concrete work on the south side on the 3d and the plastering of the parapet wall on the 7th. The north tail pits were tested on the 7th and found to be water tight. The concrete work on the north side was finished on the 21st. The south tail pits were tested on the 27th and a few insignificant leaks developed. On the 30th, the work of removing the protection clumps and cofferdam on the north side was begun. Although the contractor for the superstructure of this bridge did not make very rapid progress, it was an improvement on the preceding month. The first part of the month was occupied in receiving and unloading material and erecting derricks and air compressors. At the end of the month practically all of the material for the south leaf was on the ground. For the north leaf, only one segmental girder and tail-piece, with counter-weights, were on hand. Machinery trusses for the north side were in place and the erection of the panels for the south leaf was begun.

At the Main Street Bridge some extra work was done in connection with the substructure, such as plastering retaining walls, painting, building sidewalks, raising fire plugs and a few odd jobs. This work was all completed on the 17th.

Work on the superstructure contract for this bridge was carried on by an average force of twenty-two men. The work progressed very favorably, and at the end of the month, the bridge was about ready to be lowered into place. The record of the work done is as follows: On the 1st the placing of counter weights on the north side was begun. Two panels on the north side were completed on the 8th and on the 13th the third panel, and on the 15th the fourth and last panel was completed. The stringers and sidewalk brackets were finished. From the 17th to the end of the month, the work of riveting chords, braces and stringers on the north side was carried on.

The average number of men employed on the contract for the Ashland Avenue Bridge superstructure was twenty-two. The progress made on the south side was very satisfactory but on the north side the erection was delayed on account of lack of material on hand. The record of the work covered during the month is as follows: On the 3d the setting of stringers on the south side was completed. The placing of buckled plates on the south side was begun on the 6th. The erection on the south side was practically completed on the 7th. On the 9th the erection of derrick on the north side was finished. From the 11th to the 17th, a temporary track was placed on the north side in order to get material to the site of the bridge. The back strut for

the north side was unloaded on the 21st. The operating strut for the south side was put in place on the 24th. On the 29th, motors were put in place on the south side. The placing of north track girders was begun on the 29th.

Section "O."

Shannon & Chase continued the work of sorting lumber at the Robey Street yards during the month.

Miscellaneous.

In the Drafting Department the following drawings were made: Plan and profile of proposed bridge at Loomis street and the Chicago River; plan of proposed changes in union loop power house; diagram of water discharge in Main Channel for the year 1901; two-hundred foot scale map of North Branch of Chicago River from North avenue to Belmont avenue; and a topographical map from Brandon's Bridge to the Plate Mills, below Joliet.

The checking of the plans for the Harrison Street Bridge has been continued and practically everything has been agreed upon excepting the operating machinery.

About 30 per cent of the shop plans for the State Street Bridge have been approved. All of the plans for the Randolph Street Bridge have been approved. The plans for the brake apparatus for the Main and Canal Street Bridges have been checked.

The work of repairing the highway bridges mentioned in the last report was finished during the month and guard rails for bridges at the Lockport and Wire Mills road were raised. Further repairs to the last named bridges were postponed until the arrival of the lumber.

The repairs of the telephone line, made necessary because of frequent thunder storms during the month, were attended to.

Work on the removal of building used as the Forty-eighth Street Police Station from its old location to the vicinity of the Robey Street Warehouse, was begun on the 26th. The building was cut down in sections, loaded on a scow and towed up the Illinois and Michigan Canal to near Robey Street. At the end of the month the building was being re-erected.

In addition to the work reported above, the engineering corps continued taking flow measurements, in computing estimate notes, in attending law cases and in making surveys, etc.

I estimate the expenses of this department for the month of June will be, $75,000.00.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During May, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Solid Rock. Cu. Yds.	Masonry and Concrete. Cu. Yds.
Chicago River, dredging, docking, etc	10,037	641	.....
State Street Bridge, Chicago River	4,500	.....	.....
Randolph Street Bridge, Chicago River	1,000	.....	200
Canal Street Bridge, Chicago River	175	.....	135
Totals	15,712	641	335

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT

Amount Earned During May, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel. Bridges.	Totals
	Dredging, Docking, Etc.	Bridges.		
Chicago River, dredging, docking, etc.	$19,963 11	.....	.....	$ 19,963 11
Pan Handle Temporary Bridge, Main Channel, Sec. O	.....	.....	$ 680 23	680 23
Romeo Road Tempor'y Bridge, Main Channel, Sec. 12	.....	.....	50 00	50 00
State Street Bridge, Chicago River	.....	$ 4,849 14	.....	4,849 14
Randolph Street Bridge, Chicago River	.....	8,650 00	.....	8,650 00
Harrison Street Bridge, Chicago River	.....	1 00	.....	1 00
Canal Street Bridge, Chicago River	.....	1,145 58	.....	1,145 58
Main Street Bridge, Chicago River	.....	22,279 57	.....	22,279 57
Ashland Avenue Bridge, Chicago River	.....	3 00	.....	3 00
Totals	$19,963 11	$ 36,928 29	$ 730 23	$ 57,621 63

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF MAY, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Maintenance of Highway Bridges.
	Salaries.	Supplies, Etc.	Totals.		
Maps and Plans for General Use	$ 75 40	$ 4 12	$ 79 52	.....	.....
Right of Way	656 55	75 70	732 25	.....	.....
Hydraulic Measurements	590 67	48 10	638 77	.....	.....
Mortar, Sand and Cement Tests	243 75	4 50	248 25	.....	.....
Photographs of Works	125 00	6 64	131 64	.....	.....
Thirty-ninth Street Conduit and Pumping Station	217 50	.....	217 50	.....	.....
Illinois Valley Work	491 68	111 01	602 69	.....	.....
Chicago River Dredging, Docking, etc., North Branch	101 30	.....	101 30	.....	.....
Chicago River Dredging, Docking, etc., South Branch	1,433 15	27 71	1,460 86	$19,531 08	.....
State Street Bridge, Chicago River	647 77	18 61	666 38	4,243 00	.....
Randolph Street Bridge, Chicago River	847 38	42 34	889 72	5,829 38	.....
Harrison Street Bridge, Chicago River	442 15	10 74	452 89	1 00	.....
Polk Street Bridge, Chicago River	.....	2 27	2 27	.....	.....
Canal Street Bridge, Chicago River	580 90	10 35	591 25	1,008 89	.....
Main Street Bridge, Chicago River	360 40	20 75	381 15	15,049 57	.....
Loomis Street Bridge, Chicago River	73 00	.....	73 00	.....	.....
Ashland Avenue Bridge, Chicago River	220 90	4 05	224 95	3 00	.....
Main Channel and River Diversion, Excavation, etc.	10 00	1 05	11 05	.....	.....
Pan Handle Temporary Bridge, Main Channel, Section O	.....	.....	.....	679 23	.....
Pan Handle Permanent Bridge, Main Channel, Section O	20 00	.....	20 00	.....	.....
Kedzie Avenue Permanent Bridge, Main Channel, Section N	.....	.....	.....	.....	$ 20 00
Willow Springs Road Permanent Bridge, Main Channel, Section 1	.....	.....	.....	.....	11 94
Lemont Road Permanent Bridge, Main Channel, Section 8	.....	.....	.....	.....	10 00
Romeo Road Temporary Bridge, Main Channel, Section 12	.....	.....	.....	50 00	.....
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	.....	5 00
Controlling Works and Joliet Project	275 83	3 31	279 14	.....	.....
Lockport Road Permanent Bridge, Section 16	.....	.....	.....	.....	63 70
Wire Mills Road Permanent Bridge, Section 16	.....	.....	.....	.....	22 00
Totals	$7,413 33	$391 25	$7,804 58	$ 46,395 15	$ 132 64

ANNUAL REPORT OF THE ENGINEERING DEPARTMENT FOR THE YEAR 1901.

The Clerk presented the annual report from the Engineering Department for the year ending December 31, 1901. The report, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

CHICAGO, March 1, 1901.

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

GENTLEMEN—The Annual Report of the Engineering Department for the year 1900 appears in the Proceedings for December 27, 1901 (pages 7593-7686). I now submit the report for that Department for the year 1901, in which will be found a record of the operations for that period.

The value of the work performed within the year aggregates $707,563.62. The amount vouchered for payment, including the reservations on completed contracts, was $669,213.21. The approximate value of all construction contracts to December 31, 1901, was $26,530,778.08. The total amount earned to that date was $25,595,-475.03. About 96 per cent. of the work under contract was completed.

As in the report for the year 1900, the work of the Sanitary District will be presented in this report under three heads, namely: First Division, Chicago River; Second Division, Main Channel (from Robey Street to Controlling Works, with Controlling Works and Desplaines River included); Third Division, Desplaines River from the Controlling Works to Hickory Creek, Joliet, known as the Joliet Project.

FIRST DIVISION: The value of work completed or under contract on December 31, 1901, for this division was as follows:

Chicago River, dredging, docking, etc.	$ 687,466 88
Chicago River, by-passes	540,368 44
Chicago River, bridges	1,649,175 52
Total	$2,877,010 84

SECOND DIVISION.—The value of work completed or under contract on December 31, 1901, for this division, was as follows:

Main Channel, excavation, wall work, etc.	$18,549,294 54
Main Channel, temporary bridges	207,807 62
Main Channel, permanent bridges	1,796,652 06
River Diversion, excavation, etc.	1,000,186 38
River Diversion, temporary bridges	23,579 32
River Diversion, permanent bridges	118,812 62
Controlling Works, sluice gates, bear trap dam, etc.	328,915 08
Controlling Works, bridge	7,873 35
Total	$22,033,120 97

THIRD DIVISION.—The value of work completed or under contract on December 31, 1901, for this Division, was as follows:

Joliet Project, excavation, masonry, etc.	$1,273,045 50
Joliet Project, temporary bridges	25,383 58
Joliet Project, permanent bridges	245,201 11
Total	$1,543,630 19

In addition to the work enumerated above, the District made certain improvements in the year 1900 in the Illinois and Michigan Canal at and near the Bridgeport Lock, the cost of which was $77,-016.08.

The condition of the work of the Engineering Department will appear in the statements of the sections upon which the work was performed and of the permanent bridges constructed or undergoing construction, and in the tabulations which form a part of this report, as follows:

Table No. 1.—A classified statement of the engineering and construction expenses for the year 1901 and the totals of same from the date of the organization of the Engineering Department to December 31, 1901.

Table No. 2.—A revised approximate es-

timate of construction contract values to December 31, 1901, and a statement of earnings, payments and obligations of same.

Table No. 3.—A revised approximate estimate of construction contracts to December 31, 1901, showing the quantities involved therein.

CHICAGO RIVER.

The contracts in force on January 1, 1902, were those of the Lydon & Drews Company for dredging and docking the South Branch of the river; the Chicago Bridge & Iron Company for the superstructure of the Taylor Street Bridge, and the Pennsylvania Steel Company for the C. T. T. R. R. Co.'s Bridge. The bridges here mentioned and all the transactions in the year 1901 pertaining to bridges in the Chicago river will be treated in this report under the general head of Bridges.

On January 9th (pages 6933-7), President Jones presented a message to the Board in reference to the problem of devising ways and means to improve the Chicago River so as to conform with the provisions of the Illinois State law and the Federal Government. In this message was stated that a "General Citizens Committee on Chicago River Improvement" had been invited to discuss the matter and that this Committee suggested that the Board appoint an expert commission of five members to investigate and report on the problem to the Board. The message was referred to the Committee on Engineering.

On the same date (pages 6939-40), the Board adopted a resolution in which was cited that the Board had on April 11, 1900, adopted a general plan of river improvement and that it was important that these plans should "receive the approval of the best expert and legal authority before being finally consummated." The resolution provided for the appointment of a Commission of Experts, consisting of Orrin N. Carter, John P. Wilson, Lyman E. Cooley, Ambrose V. Powell and Louis P. Friestedt, to investigate and report on the whole matter. This Commission immediately began its investigations, with headquarters in the Security Building.

On May 8th (pages 7173-4), the President, in a message to the Board, recommended the termination of the work of the Commission of Experts on the ground that the General Assembly had conferred additional powers upon the Sanitary District by providing for an additional increase in bonds and "that the plans of the District for river improvement are the best to be followed under all the circumstances and with due regard for present financial resources." The recommendations contained in the message were concurred in by the Board.

On the same date (pages 7179-80), the Board passed an order wherein the Chief Engineer was directed to consult with the resident engineer of the Federal Government for the purpose of agreeing upon what points in and along the South Branch of the River may be improved so as to permit a flow of not less than 300,000 cubic feet of water per minute and which will not create a current in excess of one and one-quarter miles per hour and, that when these points shall have been determined on, that the Chief Engineer shall proceed to have the work done.

On May 22d (pages 7192-3), the President transmitted to the Board the Engineer's report of the Commission of Experts, which was referred to the Committee on Engineering.

On June 19th (pages 7228-31), the Board authorized the said report to be printed in the Proceedings as a permanent record for future information. The report, together with the conclusions and recommendations of the Chief Engineer of the District, appear on pages 7231-97. On the same date (pages 7228-31), the Board reaffirmed the policy of river improvement in accordance with the plans adopted on April 11, 1900, and authorized immediate operations in the carrying out of same and that the dredging to be done between Lake Street and Robey Street shall be 26 feet deep.

On June 26th (page 7306), the Board directed the Chief Engineer to take measurements of the current over a stretch in the river having the smallest cross-section and that after the said stretch is dredged to a depth of 26 feet, he shall remeasure the current and report to the Board.

On April 22nd (pages 7157-8), the President transmitted to the Board a communication from the War Department ordering the Sanitary District "to regulate the discharge from the river into the Drainage Canal, so that the maximum flow through the Chicago River and its South Branch shall not exceed 200,000 cubic feet per minute." In his letter of transmittal, the President stated that the said order was received on April 20th and immediately put into execution. The order bears date of April 9, 1901.

On August 14th (pages 7372-3), the Board received a communication from the War Department in which the order of April 9, 1901, was "amended to permit a flow of 300,000 cubic feet per minute between the hours of 4 p. m. and 12 o'clock midnight." The communication bears date of July 23, 1901.

On December 11th (pages 7521-2), the Board received a permit from the War Department to increase the flow of water in the Chicago River from 200,000 to 250,000 cubic feet per minute throughout the twenty-four hours of the day. The permit bears date of December 5, 1901.

On the same date (page 7522), the Board ordered that the Secretary of War be requested to permit a flow in the Chicago River of 300,000 cubic feet of water per minute during the months of January, February and March, 1902. No answer to this request was received during the year.

On May 29th (pages 7206-7), the Board directed the Chief Engineer to excavate the land donated to the District by the C. B. & Q. Ry. Co. and to construct a dock to protect the remainder of the lands of the Railway Company. This land is situated in the South Branch of the river on the west side of the stream and north of the St. Charles Air Line and between the same and the slip on which elevator F is located. The work was done by the regular contractor for the regular dredging and docking of the river and will be covered in this part of the report showing the said contractors' operations for the year.

In the early part of the year it was discovered that in the west draw of the Washington Street Bridge certain brick work, overlying the tunnel extending through the river at that point, prevented vessels from utilizing the full depth of water in the river. On January 23rd (page 6968), the Board authorized the appointment of a Committee to confer with the authorities of the City of Chicago with a view to having the obstructions removed.

On February 6th (pages 6988-9), the Committee, consisting of Trustees Carter, Cloidt and Legner, reported on the matter and the Board authorized the Chief Engineer to remove the said obstructions.

On March 13th (pages 7047-8), the President submitted a communication to the Board—which was accompanied by a statement of the Chief Engineer—in which it was stated that, owing to the inability of the District to get a permit from the City of Chicago in time to do the work before the opening of the navigation season, he recommended that the order upon the Chief Engineer to have the obstructions removed. be withdrawn. The recommendation was adopted by the Board on the same date.

On October 23rd (page 7448), the Board directed the Chief Engineer to prepare an advertisement for bids for the dredging and docking of the Main Chicago River and the South Branch of the Chicago River to be done during the year 1902. On November 13th (pages 7483-4), the said advertisement was presented to the Board and ordered inserted in newspapers published in Chicago, Milwaukee, Duluth and Detroit. The opening of the bids for this work was set for January 2, 1902.

On December 11th (page 7516), the Board adopted the specifications covering the work and postponed the opening of the bids from January 2d to February 12, 1902.

On January 30th (page 6977), the Board appointed a Committee of three on "Improvement of the North Branch of the Chicago River," consisting of Trustees Webb, Braden and Legner. No reports were made to the Board during the year.

CHICAGO RIVER DREDGING AND DOCKING AND ROCK EXCAVATION.

Lydon and Drews Company, Contractor.

On June 12th (pages 7213-14), the Board authorized the reduction of the bond of this Company on its contract for the dredging of the South Branch of this river, dated May 28, 1897, from $25,000 to $2,000, said bond to remain in force for two years after the date of the final certificate issued by the Chief Engineer for the completion of the contract of the above mentioned date.

This Company continued operations throughout the year under its contract dated September 21, 1900, and, at the end of same, had almost completed the dredging to the depth of 26 feet below the hydraulic grade from Lake Street to the entrance of the Main Channel. The work of dredging to a 20 foot grade was carried on from the beginning of the year to June 21st and from this date to the end of the year was carried to a depth of 26 feet.

The volume and value of work shown on regular vouchers during the year is as follows:

Dredging to 20 feet, 277,377 cubic yards, at 24½c	$ 67,957 37
Dredging to 26 feet, 345,620 cubic yards, at 24½c	84,676 90
Dock removed, 1,079 lineal feet, at $1.75	1,888 25
Piles pulled and removed, 369, at $1.50	553 50
Dock constructed, 1,609 lineal feet, at $21.85	35,156 65
Hardwood piles furnished and driven, 30, at $7	210 00
Total	$190,442 67

On February 20th (pages 7003-4), two bids were received for the excavation of a ledge of rock in the South Fork of the South Branch of the river near Thirty-fifth Street. These bids were referred to the Committee on Engineering and, on March 6th (pages 7041-2), the contract was awarded to the Lydon & Drews Company, the lowest bidder. On April 3rd (pages 7134-5), the Board approved the bond on this contract. The contract, which bears date of March 11, 1901, appears in the Proceedings for April 3rd (pages 7135-40).

Work was begun on this contract on May 17th and, at the end of July, the contractor "finished the channel 60 feet wide and about 450 feet long down to a grade of —21." The final estimate for this work was not rendered during the year. The following items were vouchered to the contractor during the year:

Excavation to -20, solid rock, 1,500 cubic yards at $6.35	$ 9,525 00
Excavation from -20 to -21; solid rock, 975 cubic yards at $3.17½	3,095 63
Total	$12,620 63

Under verbal orders of the Chief Engineer, this Company performed certain work during the year, the prices of which were not covered in the contract. This work was done under the "extra work" clause of its contract, dated September 21, 1900, and the items are shown in the following schedule:

File No.	*Nature of Work.*	*Amount.*
4605	16 feet retaining dock at 22nd St. Bridge, at $7.50	$ 120 00
	26 feet retaining dock at 18th St. Bridge, at $14.00	364 00
	291 feet retaining dock at 18th St. (Law property), at $3.90, same being the difference between the contract prices of the Government and Sanitary District	1,134 90
	Extra labor on sewer outlets from Canal to 18th St	92 40
	Total	$1,711 30
	Less rebate on 21 piles driven short at Main St. dock account striking hard pan, 105 lineal feet, at 24c	25 20
	Total	$1,686 10

As was stated above, the Chief Engineer was authorized to remove the obstructions overlying the tunnel at the Washington Street Bridge and that later on, the authority was withdrawn. Previous to the latter action of the Board, the Chief Engineer had ordered the Lydon & Drews Company to do this work (see page 484 of letter book under date of February 7th) and this firm had made all the necessary preparations for carrying out said order. This preliminary cost, amounting to $247.02 (file No. 4465), was ordered paid by the Board on April 29th (page 7164).

Owing to the cut-off of the Law property at the 18th Street Bridge, it became necessary to remove the bridge house about 25 feet farther to the west. This work was done in the month of May by the L. P. Friestedt Company at a cost to the District of $85.00 (file No. 4503).

On December 11th (pages 7515-16), the Committee on Engineering reported on a claim of Louis Hutt "for expenses incurred by him in placing the dock on his property in the same condition it was prior to the purchase by the District of a certain piece of land from him and restoring the said dock on the dock line of his property." The amount of the expenses on this account was $1,009.90 and the Board authorized its payment on the same date (file No. 4645).

A summary of the earnings for the year 1901 for all the work done in connection with the dredging and docking and the excavation of rock in the Chicago River is as follows:

Lydon & Drews Company	$204,996 42
Miscellaneous firms	1,094 90
Total	$206,091 32

The status of the dredging and docking contracts on December 31st was as follows:

COMPLETED WORK.

Contract dated May 28, 1897:		
Excavation, 1,279,736 cubic yards at 19c	$243,149 84	
Excavation, 106,138 cubic yards at 84c	89,155 92	
Dock removal, 500 lineal feet at $1.75	875 00	
Piles pulled and removed, 5 at $1.50	7 50	
		$333,188 26
Haul to Lake Front Park, 441,880 cubic yards at 16c		70,702 40
Contract dated September 21, 1900:		
Excavation to -20 C. C. D., 328,477 cubic yards at 24½c	$80,476 87	
Excavation to -26 C. C. D., 345,620 cubic yards at 24½c	84,676 90	
Dock removal, 1,079 lineal feet at $1.75	1,888 25	
Piles pulled and removed, 369 at $1.50	553 50	
Dock constructed, 1,609 lineal feet at $21.85	35,156 65	
Hardwood piles furnished and driven, 30 at $7.00	210 00	
		202,962 17
Contract dated March 11, 1901:		
Excavation to -20 C. C. D., 1,500 cubic yards at $6.35	$9,525 00	
Excavation to -21 C. C. D., 975 cubic yards at $3.17½	3,095 63	
		12,620 63
Earnings shown on extra vouchers issued:		
Piles pulled and removed, 198 at $1.50	$ 297 00	
Piles pulled and removed, 149 at $1.75	260 75	
Piles pulled and removed (force account)	1,696 80	
Excavation account docks, 27,510.4 cubic yards at 16.9c	4,649 27	
Piles driven, 95 at $4.00	380 00	
Piles driven (force account)	103 04	
Construction of temporary dock, 16 lineal feet at $7.50	120.00	
Construction of temporary dock, 26 lineal feet at $14.00	364 00	
Construction of permanent dock, 469.8 lineal feet at $14.25	6,694 65	
Construction of temporary dock, 230 lineal feet at $14.37	3,305 10	
Construction of permanent dock, 657 lineal feet at $18.00	11,826 00	
Construction of permanent dock, 291 lineal feet at $3.90 (same being the difference in prices between the Lydon & Drews Co.'s contracts with the United States Government and the Sanitary District)	1,134 90	
Restoring and replanking docks (force account)	4,886 66	
Construction of box sewers through docks (force account)	485 79	
Digging trenches on dock line not used (force account)	73 00	
Putting in snubbing posts and protecting angles (force account)	510 22	
Laying cables and air pipe in river at Van Buren Street Bridge (force account)	496 05	
Strengthening abutment at Main Street Bridge (force account)	278 09	
Repairs to Jackson Street Bridge (force account)	188 63	
Preparatory work account removing top of Washington Street tunnel (force account)	247 02	
Moving bridge house at 18th Street (force account)	85 00	
Deepening West Fork of South Branch west of Robey Street (force account)	2,056 15	
Removing Taylor Street Bridge (lump sum)	10,450 00	
		50,588 12
Total		$670,061 58

Less 42 old piles used in new work at Spry dock at $2.00	$ 84 00	
Less 1,800 feet piles salvage at C., R. I. & P. Ry. Co.'s dock at 16c	288 00	
Less 105 feet piles driven short at Main Street Bridge at 24c	25 20	
		397 20
Total amount completed work		$669,664 38

UNCOMPLETED AND UNVOUCHERED WORK.

Account contract dated September 21, 1901:

Excavation, 24,500 cubic yards at 24½c	$ 6,002 50	
Dock removal, 500 lineal feet at $1.75	875.00	
Dock construction, 500 lineal feet at $21.85	10,925 00	
		17,802 50
Total estimated cost of contracts to December 31, 1901		$687,466 88
Amount earned to December 31, 1901		669,664 38
Unfinished work		$ 17,802 50
Reserved percentage		26,947 85
Unpaid vouchers		27,733 00
Balance required to complete contracts		$ 72,483 35

By-Passes Between Adams and Van Buren Streets. Lydon and Drews Company, Contractor for Substructure, Griffiths and McDermott, Contractors for Superstructure.

The by-passes were completed and opened for use in the year 1900. One voucher was issued on this account during the year 1901 and that was for expenditures incurred in the year 1900. The Chicago and Alton Railroad Company, while using Nos. 52 and 54 Van Buren Street as temporary freight offices, used electric light for illumination and paid the bills for same. A claim for $268.58 was made against the District for the excess cost of that method of lighting over gas, which was used at its permanent offices. Certain labor and material was also furnished by this Company in the year 1900 in replacing its track and bumping post, which was torn up by the District during the progress of its by-pass work, for which the Company made claim to the amount of $95.29. These charges were investigated and considered excessive. A compromise was finally agreed upon and $185.00 was allowed for the excess cost of electric light and $45.00 for the track and bumping post (file No. 4538).

During the construction of the substructure, a great deal of old timber was taken out and removed to the Robey Street Yards of the Sanitary District. During the year 1901, several sales were made of portions of this timber, the receipts for which are a credit to the by-passes and are shown in the following schedule:

From whom Received.	*Date of Transmittal to Clerk.*	*Amount.*
Lemont Lime Stone Co	June 10	$ 15 60
Shannon & Chase	November 6	64 10
FitzSimons & Connell Co	December 10	504 05
Total		$583 75

At the time that the construction of the by-pass was being carried on the contractor did certain work for the Pennsylvania Company in excess of the obligations of the Sanitary District and the said Company agreed to pay the District the excess charge. The amount of the charge was $263.00 and the Chief Engineer transmitted its check to the Clerk of the District on February 2nd. Certain building material was also taken from the site of the by-pass work by this Company and a check for $118.00 in payment thereof was transmitted by the Chief Engineer to the Clerk of the District on February 25th.

The revised cost of the by-passes to December 31, 1901, is as follows:

Total cost of work (for analysis of same see files of Engineering Department)		$540,368 44
Amount earned and paid to December 31, 1901:		
Lydon & Drews Co	$364,390 89	
Griffiths & McDermott	146,812 03	
Miscellaneous firms	29,165 52	
		540,368 44

MAIN CHANNEL.

Section "O"—McMahon and Montgomery Co. Et al., Contractors.

In accordance with the special arrangement made with Hayes Brothers, contractors for Section "N," the work of taking out the balance of the material lying within the prism of Sections "O" and "N" was begun on August 3rd and continued until September 3rd, at which time their agent, the Lydon & Drews Co., withdrew its plant, leaving the section unfinished. On October 2nd (page 7424), the Board directed its President to notify Hayes Brothers to complete the work and if they should fail to comply with the request, that the Sanitary District will complete the said work and charge the cost thereof to the account of Hayes Brothers. No further work was done during the year. The amount of material excavated on this section between August 3rd and September 3rd was 15,000 cubic yards, which represented an earning of $5,250.00 (file No. 4567). There still remains 6,039 cubic yards in the prism.

As was stated in the last Annual Report of this Department, the rip-rap test made on this section was completed in the month of December, 1900, but no vouchers were issued on that account up to the end of the year. During the year 1901, two vouchers (which show the total cost of this test) were issued on this account, as follows:

File No.	*Firm and Nature of Work.*	*Amount.*
4400	Western Stone Co., crushed stone, 746.67 cubic yards at 90c	$ 672 00
4431	Lydon & Drews Co., rent of plant	703 25
	Total	$1,375 25

A charge of $26.31 was made during the year against the inlet sluice at the mouth of the collateral channel. This was for canvas, oakum and pitch purchased in the year 1899, the bills for which were not rendered until the year 1901. These items were paid for by the Chief Engineer and the amount was returned to him on his expense voucher (file No. 4434).

In the early part of the year—previous to the occupation of the Eight Track Permanent Bridge by the several railroad companies crossing at this point—more or less work was done in order to keep the temporary crossings in condition to carry the traffic of the railroad companies. The following schedule shows the vouchers issued on this account during the year:

File No.	*Firm and Nature of Work.*		*Amount.*
4415	The Marsh & Bingham Co., lumber	$ 33 08	
4457	The Marsh & Bingham Co., lumber	20 51	
			$ 53 59
4416	Continental Bolt & Iron Works, bolts and washers	$ 18 19	
4456	Continental Bolt & Iron Works, bolts and washers	9 23	
			27 42
4434	Isham Randolph, paid for labor repairing trestles	$ 90 18	
4446	Isham Randolph, paid for labor repairing trestles	29 63	
4471	Isham Randolph, paid for labor repairing trestles	8 00	
			127 81
4414	I. C. R. R. Co., repairs to crossing	$ 17 50	
4458	I. C. R. R. Co., repairs to crossing	78 97	
4476	I. C. R. R. Co., repairs to crossing	5 93	
4500	I. C. R. R. Co., repairs to crossing	69 22	
			171 62
4417	C. J. Ry. Co., use of C. T. T. R. R. Co.'s tracks, etc	$ 131 02	
4429	C. J. Ry. Co., use of C. T. R. R. Co.'s tracks	60 00	
4460	C. J. Ry. Co., use of C. T. T. R. R. Co.'s tracks, etc	389 50	
4474	C. J. Ry. Co., use of C. T. T. R. R. Co.'s tracks, etc	116 11	
4526	C. J. Ry. Co., changes in interlocking plant	150 00	
4585	C. J. Ry. Co., use of C. T. T. R. R. Co.'s tracks	60 00	
			906 63
4427	C. T. T. R. R. Co., repairs to trestles	$ 41 12	
4455	C. T. T. R. R. Co., repairs to trestles	11 31	
4477	C. T. T. R. R. Co., repairs to trestles	17 81	
			70 24

4442	P., C., C. & St. L. Ry. Co., repairs to trestles	$ 948 04	
4459	P., C., C. & St. L. Ry. Co., repairs to trestles and trackage charges.	1,488 75	
4484	P., C., C. & St. L. Ry. Co., repairs to trestles	450 00	
4523	P., C., C. & St. L. Ry. Co., repairs to trestles and trackage charges.	395 32	
			3,282 11
			$4,639 42
	Less amount received from C. Van Duzee for lumber		6 40
	Total		$4,633 02

On March 18th, the Committee on Engineering instructed the Chief Engineer to invite proposals for the removal of the seven trestles at the Pan Handle crossing. After receiving figures from several firms, the Chief Engineer issued seven orders to the Lydon & Drews Co. for the removal of these trestles at $500.00 each, the said Company to remove the lumber to the Robey Street Yards and to pile the lumber separate from the piles. This work was begun in the month of May and completed in September, at a total cost of $3,500.00 (File Nos. 4492, 4508, 4511, 4528, 4529, 4530 and 4634).

A summary of the earnings for this section for the year, exclusive of permanent bridges, is as follows:

Account Main Channel	$ 6,651 56
Account temporary trestles	8,133 02
Total	$14,784 58

The condition of work on this Section on December 31st was as follows:

Narrow channel and original basin, prism, 1,372,191 cubic yards at 21c	$288,160 11
Narrow channel and original basin, prism, 59,246 cubic yards at 55c (including extra cost of $220.92)	32,806 22
Narrow channel and original basin, prism, 52,260 cubic yards at 70c	36,582 00
Narrow channel and original basin, prism, 15,000 cubic yards at 35c	5,250 00
Narrow channel and original basin, prism, 6,039 cubic yards at 35c (estimated)	2,113 65
Enlargement of basin, prism, 54,840 cubic yards at 21c	11,516 40
Enlarged channel east of Pan Handle bridge, prism, 54,269 cubic yards at 21c	11,396 49
Enlarged channel under Pan Handle bridge, prism, 2,113 cubic yards at 21c	443 73
Enlarged channel under Pan Handle bridge, prism, 9,624 cubic yards at 45c	4,330 80
Enlarged channel under Pan Handle bridge, prism, 21,880 cubic yards at 70c	15,316 00
Enlarged channel west of Pan Handle bridge, prism, 18,970 cubic yards at 21c	3,983 70
Surface ditches, 3,766 cubic yards at 21c	790 86
Grading and removing temporary roadways, 10,225 cubic yards at 21c	2,147 25
Main Channel excavation to -15 C. C. D. (force account)	14,112 93
Main Channel excavation, extra compensation on 70c work	35,000 00
Extra haul of material	3,787 44
Collateral channel, 104,514 cubic yards at 19.9c (less 8,000 cubic yards of spoil not removed at 2c)	20,638 29
Collateral channel, 26,660 cubic yards at 27c	7,198 20
Collateral channel and inlet sluice (force account)	5,498 14
Pumping plant	4,657 80
Rip-rap test	1,375 25
Western Avenue temporary bridges	13,021 38
Pan Handle temporary bridges	145,124 55
Total estimated cost of section	$665,251 19
Amount earned to December 31, 1901	658,137 54

Unfinished work and balance required to complete:

Prospective charges acct. Pan Handle temporary bridges.	5,000 00	
		$ 7,113 65

Section "N"—Hayes Brothers et al. Contractors.

As was stated in this report under the head of Section "O," Hayes Brothers began the work of taking out the balance of the material in the prism of this section in the month of August. Operations were carried on for one month, and during that time 17,500 cubic yards were excavated at a cost to the District of $6,125.00 (File No. 4567). There still remains 6,663 cubic yards of material in the prism.

The condition of work on December 31st was as follows:

Excavation, prism, 1,043,659 cubic yards at 23c	$240,041 57
Excavation, prism, 17,500 cubic yards at 35c	6,125 00
Excavation, prism, 6,663 cubic yards at 35c (estimated)	2,332 05
Excavation, prism, 7,329 cubic yards at 65c	4,763 85
Excavation, prism, 7,988 cubic yards at $1.00	7,988 00
Excavation, prism, 22,304 cubic yards at 85.8c (force account)	19,136 76
Excavation, slides, 4,044 cubic yards at 23c	930 12
Excavation, revetment, 370 cubic yards at 23 cents	85 10
Excavation, surface ditches, 748 cubic yards at 23c	172 04
Kedzie Avenue roadway	810 03
Removing obstructions at C., M. & N. R. R. Co.'s right of way	448 62
Extra cost leveling off Main Channel	274 20
Grading roadway between Kedzie Avenue and Collateral Channel	724 41
The A., T. & S. F. Ry. Co.'s temporary bridge	3,600 69
Total estimated cost of section	$287,432 44
Amount earned to December 31, 1901	285,100 39
Unfinished work and balance required to complete:	
Excavation, 6,663 cubic yards at 35c	$ 2,332 05

Section "M"—The Heidenreich Company, Contractor (Charles E. Schlytern, Assignee).

The last schedule shown of all the work done on this section was in the Annual Report for 1900 (page 7610). Total cost of section, $162,235.22.

Section "L"—The Heidenreich Company, Contractor (Charles E. Schlytern, Assignee).

There still remains some unexcavated material in this section. The condition of work on December 31st was as follows:

Excavation, prism, 1,089,922 cubic yards at 19.7c		$214,714 63
Excavation, prism, 3,426 cubic yards at 35c (estimated)		1,199 10
Excavation, surface ditches, 3,145 cubic yards at 19.7c		619 57
Excavation, slides, 9,913 cubic yards at 19.7c		1,952 86
Excavation, filling, etc., 8,000 cubic yards at 35c (estimated)		2,800 00
Total estimated cost of section		$221,286 16
Amount earned to December 31, 1901		217,287 06
Unfinished work and balance required to complete:		
Excavation, prism, 3,426 cubic yards at 35c	$1,199 10	
Excavation, filling, etc., 8,000 cubic yards at 35c	2,800 00	
		$ 3,999 10

Section "K"—Christie & Lowe, Contractors.

Four bids for the construction of a railroad track for the Lufkin Stock Yards and Feeding Company were opened by the Board on February 20th (pages 7003-4) and referred

to the Committee on Engineering. On February 27th (page 7017), the contract was awarded to M. H. McGovern & Co., the lowest bidders. The contract bears date of March 6, 1901, and appears in the Proceedings for March 6th (pages 7039-41).

Work on this contract was begun on April 19th and finished on July 21st. During the period that these contractors were carrying on operations, the Chief Engineer issued two orders in connection with this work as follows:

Date of Order.	*Page of Letter Book.*	*Nature of Order.*	*Price.*
May 18	310	Laying steel	20c per lineal foot
May 18	311	Laying ties and ballasting with crushed stone	25c per lineal foot

The following is a statement of the cost of all the work done on this account:

Excavation, 11,895 cubic yards at 24½c	$2,914 28
Laying ties and ballasting with crushed stone, 1,573 lineal feet at 25c	393 25
Laying steel, 1,573 lineal feet at 20c	314 60
Force account work:	
Removing oak piles and timber from line of roadbed	18 00
Removing timber from spoil bank	19 20
Unloading ties from scow	100 00
Moving steel rails	46 20
Total	$3,805 53

The cost of this work is charged to Dock and Land Improvements and Rental Account.

In the month of January, the Green's Dredging Company completed the work of removing the second temporary trestle of the Belt Railway Company from the Main Channel and unloaded all of the material at the Robey Street Yards. One voucher, amounting to $2,795.00, was issued to this Company on this account during the year (File No. 4423).

A light tender was kept in the employ of the District while the above mentioned trestle was being removed. On January 5th, his services were discontinued and the Chief Engineer paid him $33.60 by check, which amount was returned by the District on the Chief Engineer's expense voucher (File No. 4434).

The condition of work on December 31st was as follows:

Excavation, prism, 1,116,200 cubic yards at 25c	$279,050 00
Excavation, prism, 31,553 cubic yards at 55c	17,354 15
Excavation, prism (Section "L"), 733 cubic yards at 55c	403 15
Excavation, surface ditches, 4,800 cubic yards at 25c	1,200 00
Excavation, slides, 28,031 cubic yards at 25c	7,007 75
Outlet boxes for surface ditches	41 79
Pulling old piles from Main Channel	266 03
Belt Railway Company's temporary trestles (earned)	24,349 60
Belt Railway Company's temporary trestles (prospective charges)	5,000 00
Total estimated cost of section	$334,672 47
Amount earned to December 31, 1901	329,672 47
Balance required to complete	$ 5,000 00

Section "I"—Christie and Lowe, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1896 (page 3833). Total cost of Section, $289,846.00.

Section "H"—Gahan and Byrne, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1899 (see page 20 of the appendix to the Proceedings for December 26, 1900). Total cost of Section, $336,378.06.

Section "G"—Gahan and Byrne, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1899 (see page 20 of the appendix to the Proceedings for December 26, 1900). Total cost of Section, $402,763.92.

Section "F"—Gahan and Byrne, Contractors.

This section was completed in the year

1899, and, with the exception of the differences that exist between the firm of Weir, McKechney & Co. and the Sanitary District, the total cost of the section is known. The last schedule for all the work done is shown in the Annual Report for 1900 (page 7613). Amount earned, $398,425.95. Amount paid, $378,719.94. Balance required to complete, $19,706.01.

Section "E"—Halvorson, Richards and Company, Contractors.

The excavation of this section was completed in the year 1899, and, with the exception of the differences that exist between the firm of Streeter & Kenefick, the original contractors, and the Sanitary District, the total cost of the section is known. The last schedule for all the work done is shown in the Annual Report for 1900 (page 7614). Amount earned, $798,813.69. Amount paid, $779,814.74. Balance required to complete, $18,998.95.

The suit of Streeter & Kenefick against the Sanitary District to recover the difference between the amount which the said District would have paid them for completing this section under the terms of their contract and the sum which was actually paid their successors for work which they should have done, came up for trial before Judge C. C. Kohlsaat in the Circuit Court of the United States, on December 18th. The Sanitary District was represented by Attorneys James Todd, P. C. Haley and Seymour Jones, and the contractors by Attorneys Adams A. Goodrich and Ralph R. Bradley. The amount claimed was $69,917.37. This case was rested on December 20th, the Judge agreeing to allow written arguments to be submitted. The arguments were not presented during the year.

Section "D"—E. D. Smith and Company, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1897 (page 4600). Total cost of section, $594,919.83.

Section "C"—Western Dredging and Improvement Company, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1898 (page 5710). Total cost of section, $484,259.40.

On March 27th (page 7129), this Company requested of the Board a release or a reduction of the bond on its contract for this section. The matter was referred to the Committee on Engineering and, on April 10th (pages 7144-5), the Board released said bond.

Section "B"—Heldmaier and Neu, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1897 (page 4601). Total cost of section, $498,587.76.

Section "A"—Heldmaier and Neu, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1897 (pages 4601-2). Total cost of section, $917,325.81.

Section 1—Griffiths and McDermott, Contractors.

The last schedule shown of all the work done on this section was in the Annual Report for 1897 (page 4602). In the year 1898, an item of $7.00 was earned on account of the Willow Springs Road temporary bridge, and in the year 1899 the said bridge was sold for $75.00. Total cost of section, $1,356,510.66.

The suit of Alfred Harley (the original contractor for this section) against the Sanitary District, to recover alleged profits, etc., in the sum of $400,000.00, of which the plaintiff claimed to have been deprived by reason of the forfeiture of his contract, under the terms of said contract, came to trial on September 17th before Judge Axel Chytraus, in the Superior Court of Cook County. The plaintiff was represented by Attorneys Wing & Chadbourne, Edwin White Brown, John J. Coburn and Joseph McCallum; and the defendant by Attorneys James Todd, P. C. Haley, John Barton Payne and Stephen A. Douglas. This trial lasted until October 16th. The total number of witnesses examined was 57. Among the witnesses for the plaintiff were several ex-employes of this District, notably the Ex-Chief Engineer Benezette Williams, Ex-Assistant Chief Engineer Thos. T. Johnston and Ex-Assistant Superintendent of Construction D. C. Dunlap. The last named witness admitted on the stand that his fee was contingent upon the success of the plaintiff. The instructions of Judge Chytraus to the jury were, "You are instructed to find the issues in this case in favor of the defendant, no cause of action," and the jury rendered a verdict in accordance with said instructions.

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 and Co., Contractors.

The last schedule shown of all the work done on this section was in the Annual Report for 1897 (page 4603). In the year 1899, $1,215.85 was earned on account of completing the retaining wall to fill the gap where the pumping plant used during the construction period was located. Total cost of section, $842,507.20.

Section 4—McArthur Brothers, Contractors.

The last schedule shown of all the work done on this section was in the Annual Report for 1897 (pages 4603-4). In the year 1899, $722.70 was earned on account of filling in the sump where the pumps stood during the construction period. 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 and Co., Contractors.

The last schedule shown of all the work done on this section was in the Annual Report for 1896 (page 3840). In the year 1899, $2,822. 96 was earned on account of underpinning the foundations of the retaining wall at Stations 1049 and 1050. Total cost of section, $745,016.33.

Section 7—Mason, Hoge, King and Co., Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1896 (page 3840). Total cost of section, $797,495.93.

Section 8—Mason, Hoge, King and Co., Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1900 (page 7616). Total cost of section, $1,021,718.84.

Section 9—Halvorson, Richards and Co., Contractors.

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 and Co., Contractors.

The last schedule shown of all the work done on this section is found in the Annual Report for 1897 (page 4606). Since then, the item "Western Stone Company's Bridge over Desplaines River, $15,983.63" has been taken out of that account and transferred under the head of Bridges. Total cost of section, $1,009,136.70.

Section 11—Mason, Hoge and Co., Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1896 (page 3843). Total cost of section, $841,571.92.

Section 12—Mason, Hoge and Co., Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1900 (page 7617). Total cost of section, $883,832.72.

Section 13—Mason, Hoge and Co., Contractors.

The last schedule shown of all the work done on this section was in the Annual Report for 1896 (pages 3843-4). In the year 1899, $1,813.00 was earned on account of excavating clay pockets. Total cost of section, $821,201.19.

Section 14—Smith and Eastman, Contractors for Excavation. Campbell and Dennis, Contractors for Retaining Wall.

The schedule for all the work done on this section is found in the Annual Report for 1900 (page 7618). Total cost of section, $932,350.60.

The suit of Smith & Eastman vs. the Sanitary District was called on October 23rd before Judge Axel Chytraus, of the Superior Court of Cook County. The claims on which this suit was brought are found in the Proceedings of the Board for

December 10, 1896 (pages 3668-70), and amounted to $79,052.78. The rulings of the Chief Engineer on these claims are found in the Proceedings for December 16th (pages 3674-5). The attorneys for the plaintiff in this case were, J. Hynes, J. B. Langworthy and John Duffy. The attorneys for the defendant were James Todd, P. C. Haley and John Barton Payne. The case lasted until November 25th, at which time, under instructions of the Court, the jury found for the defendant.

Section 15—Wright, Mysenberg, Sinclair and Carry, Contractors for Excavation and Retaining Wall.

The schedule for all the work done on this section is found in the Annual Report for 1897 (pages 4607-8). Total cost of section, $552,033.46.

Section 15—Controlling Works—Christie & Lowe and Griffiths & McDermott, Contractors for Sluice Gates and Bear Trap Dam. John A. Larson, Contractor for Housing Machinery.

On June 27th, the Chief Engineer made an arrangement with John A. Larson to make certain additions to and changes in the building over the machinery at the Controlling Works, which was as follows:

"Lay new maple floor ⅞ inches x 2½ inches on joists throughout, with necessary girders when same overlaps the various pits, with proper nosing and facia, the present base to be replaced at new floor levels. Ceil up under steps leading over pulley frames with matched and beaded pine.

"Put in new doors of matched pine in openings leading to weir tube counter weight pits, and put frame and pilaster trim and cap to correspond with balance of trim. Put in new plate glass in three outside doors.

"The plaster partition around weir tube counterweight pit in second story of machine shop building to be taken down and rebuilt further out for stairway. Cut out floor and joists and put in necessary headers and trimmer for a stairway opening. Put in a three foot wide stairway of Georgia pine, and 8-inch high risers (27 steps in all), barriers and railing complete to extend down to machine shop below, with glassed door, double trim and lining at head of stairs. Partition to be lathed and plastered both sides.

"Also put up a new plastered partition in north building with doors, door linings, trim, floors, railing, etc., to correspond to the south building. * * *

"All for the lump sum of $494.00. Reductions for work specified in the original contract, but omitted at that time, $72.00. Net amount of this contract, exclusive of iron railing, $442.00."

In addition to this agreement, the Chief Engineer entered into a verbal arrangement with the contractor to build iron railings around the counterweight and weir tube pits in the north and south shelter houses and along the stairs leading from the office into the machine shop, at a lump sum price of $170.00. This work, together with the items enumerated in the agreement quoted above, was finished at the end of the year.

During the month of April, it was found desirable to partition the room above the machine shop and, on April 10th (page 180 of his letter book), the Chief Engineer ordered Rittenhouse and Embree to deliver 1,400 feet of matched pine and 400 feet of round pine for this purpose.

On April 11th (page 181 of his letter book), the Chief Engineer ordered three doors from the Chicago Sash, Door and Blind Manfg. Co.; and, on April 9th (page 174 of his letter book), he accepted the proposition of Thos. F. Ryan to erect the partitions at a lump sum price of $40.00. This work was completed in the month of April.

The vouchers issued during the year on account of the shelter houses is shown in the following schedule:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4588	John A. Larson, lump sum for alterations and changes	$422 00	
	John A. Larson, construction of iron railing	170 00	
			$592 00
4478	Western Stone Co., freight on lumber, Chicago-Lockport	$ 5 00	
	Western Stone Co., hauling lumber, Lemont-Lockport	2 00	
			7 00
4480	Chicago Sash, Door & Blind Manfg. Co., doors		13 77
4481	Rittenhouse & Embree, lumber		37 00

4482	Thomas F. Ryan, erecting partitions	$ 40 00	
	Thomas F. Ryan, lumber	9 32	
			49 32
	Total		$699 09

Operations were resumed on the preparatory work for the water power plant in the month of June and continued throughout the year, at the end of which time the work was practically completed. In addition to the contracts and orders shown in the last Annual Report, the Chief Engineer issued the following orders on this account:

Date. *1900.*	*Page of Letter Book.*	*Firm and Nature of Order.*	*Price.*
Nov. 12	Chief Engr. 249	Chicago Bridge & Iron Co., I beams, tie rods and plates	$374 00
Nov. 12	Chief Engr. 249	Chicago Bridge & Iron Co., 2 box girders	272 00
1901.			
June 10	Record Clk. 414	Meacham & Wright, "Atlas" cement	1 65
Aug. 17	Record Clk. 53	Meacham & Wright, "Atlas" cement	1 65
Aug. 13	Record Clk. 40	Western Stone Co., crushed stone	1 00
Aug. 13	Record Clk. 37	Lake Shore Sand Co., "Torpedo" sand	1 50
Oct. 14	Chief Engr. 233	American Bridge Co., outside and inside screens for wheel pits	789 00

During the summer, the Chief Engineer received several proposals for the furnishing and installing of the machinery necessary for the power development at the Controlling Works. The firms that submitted figures were: The Warren Electric Manufacturing Company; The Westinghouse Electric and Manufacturing Company and the Bullock Electric Mfg. Co. After a consideration of the merits and prices of the proposals submitted, the Chief Engineer entered into the following contract with the Warren Electric Manufacturing Company:

"*THIS AGREEMENT*, Made and entered into this sixth day of September, A. D. 1901, by and between the Sanitary District of Chicago, of the first part, and the Warren Electric Manufacturing Company of Sandusky, Ohio, 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 Electric Light and Power Plant for the Sanitary District at the Controlling Works at Lockport, Ills.

"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 to 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 of the Sanitary District or their duly authorized and accredited agents.

"Wherever the word "Engineer" is used herein, it shall be understood to mean

either the Chief Engineer of the Sanitary District of Chicago, or the duly designated representative of the Sanitary District.

"Wherever the word "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 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 employees 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.*

"The Sanitary District of Chicago, hereinafter called the first party, will provide power to operate the electrical installation hereinafter described.

"The Warren Electric Manufacturing Company, hereinafter called the second party, will supply and erect complete and ready for continuous service the following described machinery, appliances and materials:

"*Alternators.*

"Two (2) alternators of sixty (60) kilowatt capacity each. Two (2) phase, two hundred and twenty (220) volt, seven thousand two hundred (7200) alternations, six hundred (600) revolutions per minute. Pulleys twenty-two (22) inches diameter and fourteen (14) inches face.

"*Accessory Apparatus.*

"Two (2) exciters of ample capacity to excite field of sixty (60) kilowatt alternators. Two (2) rheostats (back connection) of ample capacity for field of sixty (60) kilowatt alternators. Two (2) rheostats (back connection) of ample capacity for exciter of sixty (60) kilowatt alternators.

"*Switch-Board and Instruments.*

"Two (2) or three (3) polished marble slabs. One (1) frame. Two (2) potential indicators and two (2) two (2) point switches. Four (4) current indicators. One (1) ground detector and transformer. Four (4) main line D P and D T switches. Four (4) circuit D P and D T switches. Four (4) rheostats mounted on board. Four (4) pilot lamp fixtures. Two (2) switches for exciter. Two (2) lighting arresters. All necessary fuse devices. Blue print of switch-board and circuits to be submitted for approval before board is built.

"*Development of Heat in Alternator.*

"The alternator shall carry its full rated load without developing heat sufficient to increase the temperature in any coil of the machine more than 45 degrees centigrade above the surrounding atmosphere, and to be free from inherent electrical or mechanical defects, and that if any appear, provided an inspection proves the claim, the second party will furnish free of charge at its factory, any defective part, but this is not to be construed to cover natural wear and tear.

"*Insurance Against Burn-Outs.*

"The second party guarantees the cost of the burned out alternator armature coils (from causes other than lighting discharges or mechanical accidents) shall not exceed one-half of one per cent. per annum, of purchase price; and that an overload of 10 per cent. shall not render this insurance clause invalid.

"Lights.

"Seventeen (17) arc lights and seventy-five (75) incandescent sixteen (16) candle power lights are to be furnished and erected.

"Heating.

"The following named volumes of space are to be heated in zero weather to the degrees indicated:

Machine shop..	25,200	cubic feet	heated to		50
Main offices and ante room..	21,600	"	"	"	70
Four pits each.	2,684	"	"	"	50
North office ..	3,200	"	"	"	70

"For the above service the second party will furnish twenty-one (21) No. 111 and seventeen (17) No. 102 "Simplex" heaters, or others equally good, and guarantee to secure therefrom the results hereinbefore set forth under the clause relating to heating.

"Plans.

"The second party shall, as soon as possible after the execution of this contract, furnish the engineer of the first party the plans necessary for use in constructing the foundations for the alternators.

"General.

"The wiring throughout the buildings to be done on what is known as the two-wire system installed open upon porcelain cleats. All outside wiring to be installed upon poles, brackets and pins. All inside wires when passing through floors or partitions to be protected from mechanical injury by porcelain bushings. When the wires pass on or under channel irons, wire is to be protected by circular loom, properly fastened to line.

"The leads from the generators to the switch-board will be carried up to the roof and will be supported on glass insulators, and all connections made in a neat and workmanlike manner. The lamps on the piers will be supported on poles made of two-inch pipe, the upper end being bent and carrying a cluster socket and reflector. The lamps in front of each gate will also be furnished with reflectors.

"Wire.

"All wire throughout the buildings is to be of the best grade of rubber covered wire. No wire smaller than No. 14 to be used anywhere and all wire larger than No. 2 to be stranded. Outside wire or poles to be of best grade of triple braid weather-proof wire.

"Poles.

"All poles to be of line cedar 25 feet long, with 6-inch top, properly gained for two-pin cross arms. The cross arms to be installed with sound locust pins bearing double petticoated glass insulators.

"Arc Lamp Supports.

"All arc lamps hanging from poles shall be carried on brackets of iron pipe and shall be equipped with necessary lowering device unless otherwise ordered by the Engineer. All arcs attached to buildings shall be carried by ornamented iron brackets.

"Incandescent Lamp Supports.

"All incandescent lamps except such as are in clusters shall be supported from ceiling by lamp cord attached to porcelain rosettes. All lamp cord supports in damp places to be of solid braided rubber covered wire.

"Sockets.

"All sockets except in damp places shall be controlled by Edison key sockets. Those in damp places shall be porcelain mica weather proof sockets.

"Switches.

"All circuits of incandescent lamps shall be controlled by switches conveniently located. All heaters shall be controlled by switches conveniently located.

"Cut-out Cabinets.

"At all centers of distribution as may hereinafter be determined, there shall be installed cut-out cabinets of ⅞-inch clear pine, lined with asbestos and painted with P. & B. paint. Above cut-out cabinets to be equipped with doors, hangers and catches. Inside these cabinets shall be installed the necessary cut-outs for the control of the circuits.

"It is further understood that there are four circuits so laid out as to equalize the service throughout the system, each to run separately and individually from the switch-board; one circuit for incandescent lamps, one for heating and two for arc lamps.

"Synchronizer.

"An efficient synchronizer for the purpose of throwing the two dynamos into parallel to be installed on the switch-board or as devised.

"Remarks.

"It is understood that nothing but the best material is to be used throughout,

although not specifically mentioned in this contract. It is further understood that this contract covers an installation that shall be acceptable to the National Board of Underwriters.

"Time.

"The plant covered by these specifications shall be furnished and erected complete within forty (40) days from the date of the execution of this contract.

"Payments.

"For the machinery, appliances and materials hereinbefore described, when the same shall have been completely erected and installed ready for operation in accordance with all the terms of this contract, the first party shall pay and the second party shall receive the sum of fifty-nine hundred and ninety-five dollars ($5,995.00), which shall be paid to the second party at the times and in the amounts specified as follows:

"Fifty (50) per cent. upon the complete delivery of the whole plant at the site of the work, thirty-five (35) per cent. on the completion of the work, and the balance fifteen (15) per cent. when the second party shall have successfully operated the entire plant for a period of three (3) consecutive days. It being understood that vouchers for the work shall be presented to the Board of Trustees by its Chief Engineer and passed by them in the usual manner at the regular meeting of the Board next after the certification of the voucher by the Chief Engineer."

Preparations were immediately begun for the carrying out of this contract and at the end of the year the work was almost completed.

The following vouchers were issued during the year on account of the power development:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4396	Chicago Bridge & Iron Co., I beams, tie rods and plates	$323 60	
4404	Chicago Bridge & Iron Co., box girders	272 00	
			$ 595 60
4407	S. Morgan Smith Co., turbines and safety steps		1,293 80
4425	Barrett Hardware Co., hardware		7 25
4440	Rand Drill Co., feed screw		7 20
4498	Norton & Co., coal		66 23
4522	Meacham & Wright, cement	$ 290 00	
4560	Meacham & Wright, cement	290 40	
			580 80
4541	Thos. F. Ryan, lumber	$ 55 58	
4582	Thos. F. Ryan, lumber	61 67	
4607	Thos. F. Ryan, lumber	26 17	
			143 42
4559	Dunham Towing & Wrecking Co., stopping leak in coffer-dam		41 07
4581	Western Stone Co., crushed stone and oakum		209 00
4583	Mrs. Thos. O'Brien, cartage, etc	$ 27 67	
4604	Mrs. Thos. O'Brien, cartage, etc	10 42	
4635	Mrs. Thos. O'Brien, cartage, etc	24 38	
4650	Mrs. Thos. O'Brien, cartage, etc	8 35	
			70 82
4584	Lake Shore Sand Co., sand		7 23
4608	Wm. O'Connell, supplies		1 86
4651	American Bridge Co., outside and inside screens		789 00
4403	A. R. Porter, Clerk, pay rolls	$ 473 60	
4408	A. R. Porter, Clerk, pay rolls	77 55	
4493	A. R. Porter, Clerk, pay rolls	259 25	
4521	A. R. Porter, Clerk, pay rolls	336 94	
4540	A. R. Porter, Clerk, pay rolls	739 99	
4561	A. R. Porter, Clerk, pay rolls	956 63	
4574	A. R. Porter, Clerk, pay rolls	394 21	
4580	A. R. Porter, Clerk, pay rolls	428 40	
4633	A. R. Porter, Clerk, pay rolls	240 92	
			3,907 49
4504	Isham Randolph, Chief Engr., paid for freight and loading lbr.	$ 33 10	
4544	Isham Randolph, Chief Engr., paid for petty sundries	59 33	
4602	Isham Randolph, Chief Engr., paid for petty sundries	143 06	
			235 49

4638	Warren Electric Mfg. Co., 50 per cent of light and power plant..	$2,997 50	
4649	Warren Electric Mfg. Co., 35 per cent of light and power plant..	2,098 25	
			5,095 75
			$13,052 01
	Less amount received from Thomas Moulding Co., empty cement sacks returned..		424 50
	Total		$12,627 51

One voucher was issued during the year to A. R. Porter, Clerk, on account of the concrete arch crossing of the sub tail-race at the Controlling Works. This was for money paid for labor rendered between December 1st and 15, 1900, and amounted to $156.50 (File No. 4403).

In addition to the items enumerated above, some work was done and material supplied during the year in connection with the hydraulic piping of the bear trap dam and with the sluice gates. Some labor and material was also furnished for cleaning up odds and ends of the work. The vouchers issued on these various accounts is shown in the following schedule:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4542	Chas. F. Elmes Engineering Works, fittings account bear trap dam..		$ 55 00
4543	Crane Co., pipe account bear trap dam	$ 68 31	
4609	Crane Co., pipe account bear trap dam	187 50	
			255 81
4583	Mrs. Thos. O'Brien, cartage account bear trap dam	$ 2 55	
4604	Mrs. Thos. O'Brien, cartage account bear trap dam	5 68	
			8 23
4606	H. A. Kettering, blacksmithing account general work		13 39
4607	Thos. F. Ryan, lumber account bear trap dam		32 53
4608	Wm. O'Connell, sundries account general work		7 00
4521	A. R. Porter, Clerk, pay roll account bear trap dam	$102 00	
4540	A. R. Porter, Clerk, pay roll account bear trap dam	227 82	
4561	A. R. Porter, Clerk, pay roll account bear trap dam	248 44	
4574	A. R. Porter, Clerk, pay roll account bear trap dam	196 02	
4580	A. R. Porter, Clerk, pay roll account bear trap dam	127 85	
4603	A. R. Porter, Clerk, pay roll account general work	38 50	
	A. R. Porter, Clerk, pay roll account bear trap dam	428 90	
4633	A. R. Porter, Clerk, pay roll account bear trap dam	391 29	
			1,760 82
4504	Isham Randolph, paid for labor account constructing boom for keeping driftwood away from sluice gates	$ 12 00	
4602	Isham Randolph, paid for hardware account sluice gates	4 35	
	Isham Randolph, paid for hardware account bear trap dam	18 40	
			34 75
	Total		$2,167 53

A summary of the amounts earned and issued on vouchers during the year is as follows:

Construction of buildings for protection of machinery	$ 699 09
Water power plant	12,627 51
Concrete arch across sub tail-race	156 50
Miscellaneous	2,167 53
Total	$15,650 63

The condition of the work at the Controlling Works on December 31st was as follows:

Earned by Christie & Lowe (for details see Annual Report for 1900, pages 7622-3 of Proceedings)	$191,794 69
Earned by Griffiths & McDermott (for details see Annual Report for 1900, page 7623 of Proceedings)	73,959 90

Classification of work by sundry firms:

Account bear trap dam	$ 4,548 53	
Account sluice gates	1,544 81	
Account construction of well	293 50	
Account concrete arch crossing over sub tail-race	2,499 56	
Account shelter houses	12,753 09	
Account improvement of roadway to Lockport Road	1,386 29	
Account water power development	29,804 08	
Account miscellaneous work	4,830 63	
Account estimated prospective charges	5,500 00	
		63,160 49
Estimated cost of Controlling Works		$328,915 08
Amount earned to December 31, 1901		322,515 83
Unfinished work		$ 6,399,25
Reserved percentage (John A. Larson)		124 69
Unpaid vouchers		2,895 60
Balance required to complete		$ 9,419 54

Life Saving Apparatus Along Rock Sections.

As was stated in the last Annual Report, the work of stringing wires along the surface of the water on the rock sections of the Main Channel was completed in the month of October, 1900. One item, amounting to $5.25—for coal purchased from J. M. Abbitt in September, 1900—was paid in the year 1901, which completed all the transactions in connection with this work. This amount was paid by the Chief Engineer and vouchered to his account (File No. 4471).

The revised statement showing the cost of this work is as follows:

Material, etc	$6,581 74
Plant	925 65
Labor	2,164 58
Total cost of life saving device	$9,671 97
Amount earned and paid to December 31, 1901	9,671 97

JOLIET PROJECT.

Section 16—Hayes Brothers, Contractors.

The schedule for all the work done on this section is found in the Annual Report for 1900 (page 7625). Total cost of section, $104,439.83.

Section 17—Heldmaier & Neu, Contractors.

On May 8th (pages 7177-8), the Board refused to grant these contractors a reduction of their bond on the ground that the contract was not yet completed. In the latter part of the year the work had so far progressed that, on September 11th (page 7410), the Board reduced the bond from $40,000.00 to $5,000.00.

This section was completed in the month of September, but, owing to the final notes not having been completely checked, the final voucher was not issued in the year 1901. The following work was done by these contractors during the year under the contract and orders existing on January 1, 1901:

Excavation, rock, 12,000 cubic yards at 63c	$ 7,560 00
Excavation, earth, 58,000 cubic yards at 29c	16,820 00
Open ditch, 5 per cent of lump sum	537 50

Rip-rapping, 40 cubic yards at 60c	24 00
Sinking and filling cribbing, 600 cubic yards at 32c	192 00
Raising tow-path retaining wall, 445 cubic yards at $4.80	2,136 00
Raising tow-path retaining wall, 3,031 cubic yards at 30c	909 30
Excavation of coffer-dam in Upper Basin, earth, 22,575 cubic yards at 75c	16,931 25
Excavation of coffer-dam in Upper Basin, rock, 1,840 cubic yards at $1.00	1,840 00
Total	$46,950 05

During the year these contractors did some extra work on this section under the "extra work" and "special provisions" clauses of their contract, a schedule of which is as follows:

File No.	*Nature of Work.*		*Amount.*
4398	Taking down State pump at old pontoon bridge	$ 4 23	
	Shoring dam at E. L. & P. Co.'s plant	6 04	
	Repairing hole in tow-path wall near pontoon bridge	17 83	
	Constructing foundation for tow-path wall at old tow-path bridge	82 37	
			$ 110 47
4413	Shoring and bracing dam at E. L. & P. Co.'s plant	$143 75	
	Extra cost removing material from E. L. & P. Co.'s plant	65 36	
	Removing trees and debris from north end of section	67 28	
	Lumber account shoring E. L. & P. Co.'s plant	119 91	
	Labor account shoring E. L. & P. Co.'s plant	43 49	
			439 79
4432	Removing coffer-dam under Ruby Street Bridge		113 85
4517	Removing coffer-dam under Ruby Street Bridge		191 48
4536	Removing coffer-dam under Ruby Street Bridge	$374 90	
	Compensation for delays of plant account removing dam at E. L. & P. Co.'s plant	330 00	
			764 90
	Total		$1,620 49

The dates and subjects of the correspondence of the Chief Engineer to this firm for the year are as follows:

Date.	*Subject.*	*Page of Letter Book.*
March 30	Removal of coffer-dams in front of E. L. & P. Co.'s plant	145
May 23	Notice not to interfere with the lines of the Santa Fe Railway	335
July 6	Bill for $150.84 from the Chicago Telephone Co. for raising its wires, chargeable to contractors	453
Dec. 20	Information as to lawsuits pending against contractors acct. section 17	388

The record of transactions during the year on this section with parties other than the regular contractors is as follows:

The work of placing the thirty-six waste gates at the Economy Light & Power Company's plant was completed at the end of January and the following items were issued on this account:

File No.	*Firm and Nature of Work.*		*Amount.*
4395	American Bridge Co., 5 gates	$482 50	
4402	American Bridge Co., 5 gates	482 50	
4421	American Bridge Co., 1 gate	96 50	
4515	American Bridge Co., 5 gates	482 50	
4514	American Bridge Co., 5 gates	482 50	
			$2,026 50
4399	Wilcox Brothers, lumber		114 27
4403	A. R. Porter, Clerk, pay rolls	$458 77	
4408	A. R. Porter, Clerk, pay rolls	190 28	
4424	A. R. Porter, Clerk, pay rolls	76 34	
			725 39
	Total		$2,866 16

The Western Union Telegraph Co. did certain work on this section in the year 1900, moving its telegraph poles near Ruby Street and repairing its line where it had been washed into the channel. The total cost of this work amounted to $763.45 and was ordered paid by the Board on April 10th (page 7142, file No. 4454).

A summary of the amounts vouchered during the year on this section is as follows:

Heldmaier & Neu	$48,570 54
Sundry firms	3,629 61
Total	$52,200 15

The condition of work on December 31st was as follows:

Total estimated cost of section (for details see files of Engineering Department)	$604,000 00
Amount earned to December 31st, 1901	595,955 86
Amount unvouchered	$ 8,044 14
Reserved percentage	4,307 59
Balance required to complete	$ 12,351 73

Section 18—Gahan & Byrne, Contractors.

While this section was completed in the year 1900, a few transactions took place in the year 1901 which were in the nature of finally cleaning up the work and the unsettled accounts of the previous year.

On February 9th (file No. 4433), a voucher was issued to Wilcox Brothers, for $10.62, for lumber delivered for use in the work of the valve at Dam No. 1. On April 10th (file No. 4462), a voucher was issued to E. C. Shankland, for $1,850.00, for professional services rendered in the years 1899 and 1900 in connection with the reconstruction of Dam No. 1. This voucher was issued by authority of the Committee on Engineering on April 8, 1901, and ordered paid by the Board on April 10th (page 7142). During the month of June, J. C. Dennis repaired certain broken tile at the foot of Lafayette Street, in Joliet, and on July 15th (file No. 4519), a voucher for $67.10 was issued to his account for same.

On January 18th (page 431 of his letter book), the Chief Engineer transmitted a check for $535.65 to the Clerk of the District, of which amount $60.00 was for cement sacks returned to the Thomas Moulding Company and is a credit to this section. The total net charge against the section for the year was $1,867.36.

The statement for this section on December 31st was as follows:

River Channel proper:		
Excavation	$130,763 33	
Levees and sewers	102,280 61	
Removing dams	4,000 00	
Retaining walls	11,440 59	
Jefferson Street temporary bridge	15,242 02	
C., R. I. & P. Ry. Co.'s temporary bridge	5,887 64	
		$269,614 19
Illinois and Michigan Canal proper:		
Excavation	$ 3,198 19	
Masonry and rip-rap	39,444 83	
Locks and gates	39,763 76	
Cribs	25,481 28	
		107,888 06
Tail race		82,428 80
Dam No. 1 and conduit		129,589 92
General		468 28
Total cost of section		$589,989 25
Amount earned and paid to December 31, 1901		589,989 25

BRIDGES.

State Street Bridge, Main Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 161 Feet, 8 Inches, Centers of Bearings and 140 Feet Clear Channel. Total Length Back to Back of Abutments, 249 Feet, 8 Inches. Single Roadway, 37 Feet Wide and Two Sidewalks, Each 10 Feet Wide. Lydon and Drews Company, Contractor for Substructure. American Bridge Company, Contractor for Superstructure.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co. under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer design. Of this amount $6,000.00 was vouchered during the year (file No. 4491).

On May 22nd (page 7199), the Board adopted a report of the Committee on Engineering in which was stated that proposals for the construction of this bridge were advertised for.

On July 24th (pages 7362-7), five bids for the substructure work were received by the Board and referred to the Committee on Engineering. On August 14th (pages 7373-4), the Board awarded the contract to the Lydon & Drews Company, the lowest bidder. The contract bears date of August 14, 1901, and appears on pages 7377-86 of the Proceedings.

On July 24th (pages 7362-7), two bids for the superstructure work were received by the Board and referred to the Committee on Engineering. On August 14th (pages 7373-4), the Board awarded the contract to the American Bridge Company, the lowest bidder. The contract bears date of August 14, 1901, and appears on pages 7395-7404 of the Proceedings.

No work was done on this bridge during the year. The total estimated cost of contracts on December 31st is $165,548.35.

Randolph Street Bridge, South Branch of Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 169 Feet, 2 Inches, Centers of Bearings and 140 Feet Clear Channel. Total Length, 265 Feet, 8 Inches. Two Roadways, Each 22 Feet Wide and Two Sidewalks, Each 9 Feet Wide. Jackson and Corbett Company, Contractor for Substructure. American Bridge Company, Contractor for Superstructure.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co., under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer design. Of this amount, $6,000.00 was vouchered during the year (file No. 4491).

On February 27th (page 7020), the Board authorized the advertisement for proposals for the construction of this bridge, to be opened on May 29th. On May 29th (page 7207), the Board postponed the opening of bids to June 12th and, on that date (pages 7216-18), four bids were received for the substructure work and referred to the Committee on Engineering. On July 1st (pages 7310-12), the Board awarded the contract to the Jackson & Corbett Company, the lowest bidder. The contract bears date of July 1, 1901, and appears on pages 7318-27 of the Proceedings.

On June 12th (pages 7216-18), two bids were received for the superstructure work and referred to the Committee on Engineering. On July 1st (pages 7310-12), the Board awarded the contract to the American Bridge Company, the lowest bidder. The contract bears date of July 1, 1901, and appears on pages 7327-39 of the Proceedings.

The contractor for the substructure began operations in the month of August and continued to the end of the year, at which time the following work was done:

Excavation, 1,565 cubic yards at 49c	$ 766 85
Dredging, 3,000 cubic yards at 65c	1,950 00
Piles delivered, 23,168 lineal feet at 19c	4,401 92
Piles driven in foundation, 7,533 lineal feet at 12c	903 96
Removal of old superstructure, 100 per cent	2,200 00
Removal of old substructure, 80 per cent	2,080 00
Total	$12,302 73

During the progress of the work of driving piles for the foundations of this bridge, objections were made against its continuation by Jonathan Abel, owner, and H. Channon

Company, tenant of the premises adjoining the east approach. These objections were presented to the Board on October 2nd (page 7424) in the form of a communication and was referred to the Committee on Engineering. On November 2nd (page 285 of his letter book), the Chief Engineer sent a communication to the Jackson & Corbett Company, in which he called upon them "to proceed at once to construct the necessary coffer-dams for the construction of the Randolph Street Bridge, at the same time taking the necessary steps for protecting the adjacent buildings." The communication was transmitted to the Board by the Committee on Engineering on November 6th (pages 7472-3) and ordered printed in the Proceedings.

On November 13th (page 7486), the Board ordered the Chief Engineer to take all the precautions necessary for the protection of this building. In consequence of this order, 35 cords of broken stone were dumped into the river in the month of November and banked up against the dock at the southwest corner of this building in order to prevent the building from moving. This stone was supplied by the Western Stone Company at a cost to the District of $157.50 (file No. 4629).

The following is a schedule of the letters written during the year by the Chief Engineer to the contractor for the substructure of this bridge:

Date.	*Subject.*	*Page of Letter Book.*
Aug. 5	Authority to construct coffer-dams of steel	35
Aug. 8	Extension of 21 days' time on contract	46
Sept. 4	Meeting to arrange proposed methods of taking care of Channon Building	93
Oct. 10	Delay of work account lack of material for coffer-dam	216
Nov. 2	Order to perform obligations imposed by clauses 33 and 34 of contract	285
Nov. 11	Authority to change outline of coffer-dam	295
Dec. 3	Order to construct east abutment of bridge	346
Dec. 14	Advice as to when concreting will begin	381

The condition of work on December 31st was as follows:

Excavation, 8,560 cubic yards at 49c	$ 4,194 40
Dredging, 3,000 cubic yards at 65c	1,950 00
Sheet piling and bracing, 382,420 feet B. M. at $36.75	14,053 94
Oak timber in wales, 13,000 feet B. M. at $41.50	539 50
Pine foundation piles, 54,000 lineal feet at 19c	10,260 00
Oak protection piles delivered, 8,450 lineal feet at 22c	1,859 00
Piles driven in foundation, 51,000 lineal feet at 12c	6,120 00
Piles driven in protection, 8,450 lineal feet at 8c	676 00
Portland cement concrete, 5,008 cubic yards at $5.30	26,542 40
Cement facings, 362 cubic yards at $22.00	7,964 00
Substructure metal, 273,820 pounds at ½c	1,369 10
Removal of old superstructure	2,200 00
Removal of old substructure	2,600 00
Sewers, etc	1,300 00
Crushed stone for protection to Channon Building	157 50
Cost of design	18,000 00
Lump sum price for superstructure	107,000 00
Extra cost for furnishing counterweight pit linings	5,620 00
Total estimated cost of bridge	$212,405 84
Amount earned to December 31, 1901	30,460 23
Unfinished work	$181,945 61
Reserved percentage	1,537 84
Unpaid vouchers	3,127 58
Balance required to complete	$186,611 03

Van Buren Street Approach Span, South Branch of Chicago River. Chicago Bridge and Iron Company, Contractor.

Two vouchers were issued during the year for work done in connection with this span. On January 15th one, for $238.95, was issued to the L. P. Friestedt Co. for the use of drums, jackscrews, etc., in the year 1900 and reimbursement for tools destroyed or lost (file No. 4444); and on February 9th another, for $148.50, was issued to the Lydon & Drews Company for hoisting cable and pulling piles from the river in the month of September, 1900, and for pulling piles from the river in the month of January, 1901 (file No. 4443).

On May 8th (pages 7177-8), the Board reduced the bond on the contract of the Chicago Bridge and Iron Company from $5,000.00 to $2,000.00.

The schedule for all the work done on this span is found in the Annual Report for 1900 (page 7643). Total cost of work, $35,443.11.

Harrison Street Bridge, South Branch of Chicago River. Bascule Bridge of the Hall Type. Span, 180 Feet, Center of Bearings and 140 Feet Clear Channel. Total Length Back to Back of Abutments, 244 Feet. Single Roadway, 36 Feet Wide and Two Sidewalks, Each 8 Feet Wide. Lydon & Drews Company, Contractor for Substructure. American Bridge Company, Contractor for Superstructure.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co. under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer design. Of this amount, $6,000.00 was paid during the year (file No. 4394).

On January 16th (pages 6948-55), the Board received four bids for the substructure work and five for the superstructure work for this bridge, which were referred to the Committee on Engineering. On January 28th, the Committee on Engineering postponed action on the award of contracts and shortly afterward decided not to construct the bridge just then and returned the checks deposited by the bidders.

On May 15th (page 7189), the Hall Bascule Bridge Company sent a communication to the Board in which it offered to furnish the District with plans for a bridge of the Hall type for the sum of $3,000.00 and to allow the District the use of the design free of charge. The communication was referred to the Committee on Engineering. On June 12th (page 7215-16), this Company sent another communication to the Board in which it withdrew its former offer.

On May 22nd (page 7199), the Board adopted a report of the Committee on Engineering in which was stated that proposals for the construction of this bridge were advertised for.

On July 24th (pages 7362-7), the Board received six bids for the substructure work for this bridge, which were referred to the Committee on Engineering. On August 14th (pages 7373-5), the Board awarded the contract to the Lydon & Drews Company, the lowest bidder. The contract bears date of August 14th, 1901, and appears on pages 7386-7 of the Proceedings.

On August 19th (page 64 of his letter book), the Chief Engineer ordered the contractor to proceed to remove the old superstructure, center pier, etc., of this bridge. Operations were begun in the month of September and, at the end of the month, the Sanitary District was restrained, by injunction, from continuing the work. The plans for the substructure contemplated carrying the east abutment across a right of way for a switch track that Mr. M. C. McDonald had received a permit for from the City of Chicago in the year 1896, but which at the time was not constructed. As a result of the injunction, it was found necessary to adopt a type of structure the abutment of which would not encroach upon that portion of Harrison street occupied by the switch track.

The following items were vouchered to the substructure contractor during the year:

Removal of old superstructure, 100 per cent. of lump sum	$ 600.00
Dredging, 7,000 cubic yards at 20c	1,400.00
Total	$2,000.00

On July 24th (pages 7362-7), the Board received two bids for the superstructure work, which were referred to the Committee on Engineering. On August 14th (pages 7373-5), the Board awarded the contract to the American Bridge Company, the lowest bidder. The contract bears date of August 14, 1901, and appears on pages 7395-7404 of the Proceedings.

On October 30th (pages 7456-8), the Board adopted the Hall design of a bascule

bridge to meet all the requirements at this point, and instructed the Committee on Engineering to consider two propositions for compensation submitted by the Hall Bascule Bridge Company. On November 11th, an agreement was executed with this company whereby it agreed to furnish the design and the general plans of a bridge for the sum of $16,435.54. The agreement appears on pages 7484-5 of the Proceedings. On November 13th (page 7479), the Board accepted the bond, in the sum of $25,000.00 on this contract.

The rearrangement of the contract prices which was made necessary by the change in design of this bridge was not made during the year 1901. On the basis of the abandoned design the status of contracts on December 31st was as follows:

Estimated cost of bridge	$183,210.49
Amount earned to December 31, 1901	20,000.00
Unfinished work	$163,210.49
Reserved percentage	250.00
Balance required to complete	$163,460.49

Polk Street Bridge, South Branch of Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 161 Feet, 8 Inches, Centers of Bearings and 140 Feet Clear Channel. Total Length, 249 Feet, 2 Inches. Single Roadway, 36 Feet Wide and Two Sidewalks, Each 8 Feet Wide.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co., under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer design. Of this amount, $6,000.00 was vouchered during the year (file No. 4573).

No proposals were advertised for during the year.

Taylor Street Bridge, South Branch of 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 Sidewalks, Each 5 Feet Wide. Weight of Metal in Structure, 999,332 Pounds. Chicago Bridge and Iron Company, Contractor.

This bridge was entirely completed in the month of January and accepted by the City of Chicago on the 30th of that month (see page 6996 of the Proceedings of the Sanitary District for February 13th).

One voucher was issued during the year to the Lydon & Drews Company for work done in the month of August, 1900, driving a clump of piles on the east side of the river a little south of the regular protection, for the purpose of warding off vessels from this bridge. This voucher amounted to $279.80 (file No. 4697).

Until the time that the City of Chicago accepted this bridge, it became incumbent upon the Sanitary District to furnish the electric current necessary for its operation. The bridge was first put in operation in the month of October, 1900, the current was supplied by the Chicago Union Traction Company and the amount vouchered in the year 1901 to this Company for the supply of the current was $175.00 (file No. 4437).

Two vouchers were issued during the year to the contractor for the superstructure as follows:

File No.	*Nature of Voucher.*		*Amount.*
4418	Partial payment on contract price		$20,000 00
4447	Final payment on contract price	$ 800 00	
	Extra medium and soft steel, 21,042 pounds at 6c	1,262 52	
	Extra steel and iron castings, 1,941 pounds at 10c	194 10	
	Extra counterweight and castings, 17,810 pounds at 2c	356 20	
	Telephones between operating houses	50 00	
	Miscellaneous work consisting of 29 items	1,965 04	
			4,627 86
	Total		$24,627 86

On March 27th (pages 7126-7), the Board ordered the payment of the final voucher on the superstructure contract. The final certificate of the Chief Engineer appears on page 7127 of the Proceedings.

On April 10th (pages 7145-6), the Board approved the bond of the Chicago Bridge and Iron Company, in the sum of $15,000.00, for the maintenance of this bridge for one year.

The schedule for all the work done in connection with this bridge appears in the Annual Report for 1900 (page 7645). Total cost of bridge, $107,408.96.

Chicago Terminal Transfer Railroad Company's Bridge, South Branch of 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, 4,890,978 Pounds. Pennsylvania Steel Company, Contractor.

The masonry work for this bridge was completed in the month of January, but the entire contract for the substructure was not completed until about July. The following items were vouchered to the contract during the year on this account:

Sheet piling and bracing, 15,766 feet B. M. at $34.00	$ 536 04
Timber in foundation and protection, 8,118 feet B. M. at $44.00	357 19
Piles delivered, 2,205 lineal feet at 18c	396 90
Piles driven in foundations, 108 lineal feet at 30c	32 40
Piles driven in protections, 4,545 lineal feet at 30c	1,363 50
Portland cement concrete, 523.76 cubic yards at $5.75	3,011 62
Masonry, 412.23 cubic yards at $13.00	5,358 99
Old piles pulled, 109 at $4.00	436 00
Air pipe, lump sum	1,616 29
Total	$13,108 93

The following schedule shows the letters written during the year by the Chief Engineer to the contractor for this bridge:

Date.	*Subject.*	*Page of Letter Book.*
Jan. 15	Objections to extra bills	421
Feb. 5	Restoration of coffer-dam enclosing east abutment	467
Feb. 28	Conditions affecting bridge on east side of river	58
March 4	Endorsement of plan for erecting east leaf of bridge	63
March 13	Order to remove coffer-dam enclosing east abutment	81
March 13	Non-driving of permanent fender piles of east abutment	82
May 1	Rejection of certain extra bills	234
May 22	Request to put in electrical machinery for operation of east leaf	330
July 2	Rejection of extra bill	439
July 31	Order to paint operating houses	471
Sept. 24	Approval of name plate for bridge	173
Nov. 22	Order to arrange for operating both leaves of bridge from the east tower and to provide both leaves with lights and signals	326

The final voucher for the regular substructure work, amounting to $17,981.80, was issued on August 15th and passed by the Board on September 25th (pages 7420-1 and file No. 4564). The final certificate of the Chief Engineer appears on page 7420.

On October 30th (page 7458), the Chief Engineer transmitted to the Board on extra voucher to the Pennsylvania Steel Company, amounting to $11,225.96, for work done in connection with the substructure work. The matter was referred to the Committee on Engineering, but was not reported on during the year.

Work on the superstructure was continued throughout the year, at the end of which the work was completed and the bridge was in full service. One voucher was issued to the contractor during the year, as follows:

File No.	*Nature of Voucher.*	*Amount.*
4445	Sixty per cent. of original contract price less amount issued on voucher No. 1	$80,295 13
	Sixty per cent. of extra allowance for superstructure	11,769 97
	Total	$92,065 10

Three vouchers were issued during the year to firms other than the regular contractor, a schedule of which is as follows:

File No.	*Firm and Nature of Voucher.*	*Amount.*
4422	Lydon & Drews Co., pulling coffer-dam to release steamer "Amazon" that was caught in the draw in the year 1900	$ 58 00
4512	C., R. I. & P. Ry. Co., extra expense making delivery to C. T. T. R. R. Co., December 2-5, 1899, account temporary crossing being out of order	48 66
4614	C. T. T. R. R. Co., connecting electric cables at power plant with new bridge, August, 1901	581 00
	Total	$687 66

The condition of work on December 31st was as follows:

Excavation, 13,294 cubic yards at 50c	$ 6,647 00
Sheet piling and bracing, 576,852 feet B. M. at $34.00	19,612 96
Timber in foundations and protection, 8,118 feet B. M. at $44.00	357 19
Piles delivered, 79,395 lineal feet at 18c	14,291 10
Piles driven in foundations, 29,564 lineal feet at 30c	8,869 20
Piles driven in protection, 7,295 lineal feet at 30c	2,188 50
Piles driven in coffer-dam, 297 at $5.00	1,485 00
Piles driven on a batter, 140 at $8.00	1,120 00
Portland cement concrete, 6,523.76 cubic yards at $5.75	37,511 62
Masonry, 1,142.23 cubic yards at $13.00	14,848 99
Old dock pulled, 222 lineal feet at $2.00	444 00
Old masonry removed, 214.52 cubic yards at $3.00	643 56
Old piles pulled, 347 at $4.00	1,388 00
Sand filling, 1,394.6 cubic yards at 50c	697 30
Placing temporary air pipe	1,062 00
Placing permanent air pipe	1,616 29
Lump sum for changing power machinery, interlocking system, tracks, etc	60,000 00
Expenditures of C. T. T. R. R. Co. outside of $60,000.00 allowance	2,363 34
Expenditures of C., R. I. & P. Ry. Co. account crossing being out of condition	48 66
Work account releasing boats and assisting navigation	1,205 71
Lump sum price for superstructure	214,500 00
Extra allowance for superstructure	19,616 61
Design of bridge	25,333 33
Estimated prospective charges	12,000 00
Total estimated cost of bridge	$447,850 36
Amount earned to December 31, 1901	335,938 01
Unvouchered work and balance required to complete	$111,912 35

Eighteenth Street Bridge, South Branch of the Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 169 Feet, 2 Inches, Centers of Bearings, and 140 Feet Clear Channel. Total Length, 258 Feet, 2 Inches. Single Roadway, 22 Feet Wide and Two Sidewalks, Each 6 Feet Wide.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co. under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer Design. Of this amount $6,000.00 was vouchered during the year (file No. 4531).

No proposals were advertised for during the year.

Canal Street Bridge, South Branch of Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 188 Feet, Centers of Bearings, and 140 Feet Clear Channel. Total Length Back to Back of Abutments, 283 Feet. Single Roadway, 22 Feet Wide, and Two Sidewalks, Each 7 Feet Wide. Lydon & Drews Company, Contractor for Substructure. American Bridge Company, Contractor for Superstructure.

nO January 16th (pages 6948-55), the Board received five bids for the construction

of the substructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-5), the said Committee reported on the bids, but the Board deferred action until February 2d. On that date (pages 6979-80), the Board awarded the contract to the Lydon & Drews Company, the lowest bidder. On February 6th (page 6987), the Board accepted the surety bond, in the sum of $15,000.00, on this contract. The contract bears date of February 4, 1901, and appears on pages 7090-1 of the Proceedings.

As was stated in the last Annual Report under this head (page 7648), a communication from the Mayor of the City of Chicago in reference to the settlement of differences existing between the City and the Sanitary District as to the necessary strength of the foundation for this bridge, was referred to the Committee on Engineering. On February 6th (page 6990), the Board ordered the work to proceed on the substructure, that the work be done in accordance with the plans of the District "and that the District assume the responsibility as to its stability, and to turn the same over to the City of Chicago when completed."

Owing to the fact that the original scheme for widening the river at Canal Street (which contemplated the procuring of the entire additional width from the lands south of the stream) was changed so as to take some land from the north side of the river, it became necessary to re-locate this bridge. On April 10th (page 7151), on the recommendation of the Chief Engineer, the Board authorized the re-location of the bridge in accordance with the changed conditions.

The contractor for the substructure began operations in the month of February and continued throughout the year, at the end of which the following work was done:

Excavation, 17,750 cubic yards at 52c	$ 9,126 00
Sheet piling and bracing, 325,000 feet B. M. at $37.00	12,025 00
Piles delivered for use in the coffer-dams, 18,390 lineal feet at 17c	3,126 30
Piles driven in coffer-dams, 18,390 lineal feet at 7c	1,287 30
Piles delivered for use in foundations, 34,100 lineal feet at 17c	5,797 00
Piles driven in foundations, 11,100 lineal feet at 13c	1,443 00
Portland cement concrete, 1,640 cubic yards at $5.50	9,020 00
Portland cement mortar, 175 cubic yards at $9.50	1,662 50
Removal of old sub and superstructure, 100 per cent. of lump sum	6,000 00
Setting iron and steel in masonry, 39,300 pounds at ½c	196 50
Total	$49,683 60

During the year the Chief Engineer wrote two letters to the Lydon & Drews Company on account of its contract for the substructure of this bridge. One on February 7th (page 485 of his letter book) in reference to the removal of the old structure and the beginning of the construction of the new substructure; and one on July 2d (page 434 of his letter book), requesting the contractor to order cast iron water pipe for the counterweight pits.

On January 16th (pages 6948-55), the Board received five bids for the construction of the superstructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-5), the said Committee reported on the bids, but the Board deferred action until February 2d. On that date (pages 6979-80), the Board awarded the contract to the American Bridge Company, the lowest bidder. On February 13th (pages 6994-5), the Board accepted the surety bond, in the sum of $35,000.00, on this contract. The contract bears date of February 4, 1901, and appears on pages 7089-90 of the Proceedings.

The delivery of the metal for the superstructure was begun in the month of October and continued to the end of the year, at which time material to the value of $6,750.00 was at the site of erection (file No. 4659).

In the month of October, the American Bridge Company furnished 1,928 pounds of tie rods and washer plates for use in the south abutment, at a total cost of $57.84 (file No. 4600). The price charged for the metal is covered in this Company's regular contract for the superstructure and was ordered by the Chief Engineer on October 4th (see pages 197-8 of his letter book).

The condition of work on December 31st was as follows:

Excavation, 6,300 cubic yards at 52c	$ 3,276 00
Sheet piling and bracing, 324,000 feet B. M. at $37.00	11,988 00
Oak timber in wales, 8,600 feet B. M. at $47.00	404 20
Piles delivered, 40,992 lineal feet at 17c	6,968 64
Piles delivered for protections, 5,490 lineal feet at 27c	1,482 30
Piles driven in foundations, 27,972 lineal feet at 13c	3,636 36
Piles driven in protections, 5,490 lineal feet at 7c	384 30
Portland cement concrete, 3,280 cubic yards at $5.50	18,040 00
Portland cement masonry, 90 cubic yards at $9.50	855 00
Substructure metal, 70,100 pounds at ½c	350 50
Removal of old sub and superstructure	6,000 00
Design of bridge (including cost of Schinke design)	20,500 00
Lump sum price for superstructure	71,100 00
Total estimated cost of bridge	$144,985 30
Amount earned to December 31, 1901	76,991 44
Unfinished work	$ 67,993 86
Reserved percentage	8,910 45
Unpaid vouchers	1,050 00
Balance required to complete	$ 77,954 31

Main Street Bridge, South Branch of Chicago River. Rolling Lift Bridge of the Scherzer Type. Span, 161 Feet, 8 Inches, Centers of Bearings, and 140 Feet Clear Channel. Total Length Back to Back of Abutments, 247 Feet, 8 Inches. Single Roadway, 36 Feet Wide and Two Sidewalks, Each 8 Feet Wide. Lydon & Drews Company, Contractor for Substructure. American Bridge Company, Contractor for Superstructure.

The plans and specifications for this bridge were furnished by Frank M. Montgomery & Co., under a general agreement dated May 23, 1900 (pages 6607-9), at a cost to the District of $18,000.00, including the right to use the Scherzer design. Of this amount $6,000.00 was paid during the year (file No. 4394).

On January 16th (pages 6948-55), the Board received seven bids for the construction of the substructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-5), the said Committee reported on the bids, but the Board deferred action thereon until February 2d. On that date (pages 6979-80), the Board awarded the contract to the Lydon & Drews Company, the lowest bidder. On February 6th (page 6987), the Board accepted the surety bond, in the sum of $15,000.00, on this contract. The contract bears date of February 4, 1901, and appears on pages 7081-9 of the Proceedings.

On March 13th (page 7050), the Chief Engineer transmitted a communication to the Board, wherein he informed the Trustees that he had made an application to the authorities of the City of Chicago for a permit to close the streets at Main Street and Ashland Avenue, but at that date had received no reply. The Board directed its President to communicate with the city authorities in reference to the said permit. It was found shortly after that the Sanitary District itself had the power to close the streets crossing the Chicago River and no further efforts were made to secure a permit from the City.

On November 27th (page 7494), the Clerk presented to the Board a communication from the Commissioner of Public Works and a copy of a permit to the Sanitary District to change the intake shaft of the water pipe tunnel at Throop (Main) Street. The communication and permit were referred to the Committee on Engineering. No report was made thereon to the Board during the year.

The contractor for the substructure began work in the month of March and continued throughout the balance of the year. During the progress of work on the north side of the river, a stratum of quicksand was encountered and it was found necessary, in

order to build the pier and aburments on that side, to put in a different kind of coffer-dam than was originally intended. Accordingly, on April 6th (pages 38-9 of his letter book), the Chief Engineer issued the following order to the Lydon & Drews Company:

"I have given yours of the 5th inst., relating to construction of coffer-dam for the north pier and abutment of the Main Street Bridge, careful consideration and hereby accept the terms which you offer, as I understand them, namely:

"In substitution for the coffer-dam contemplated for this location, you are to construct one of Wakefield sheeting composed of one thickness of four-inch oak plank and two thicknesses of three-inch pine plank, all to be from 28 to 30 feet in length as conditions seem to require, all three pieces to be surfaced so as to make tight joints and to be securely spiked together.

"After you have dredged the area to be enclosed by the coffer-dam to a depth of about twelve (12) feet below water surface, you are to jet and drive the sheet piling as far as possible into the hard pan, with the purpose of shutting off water and quicksand when the coffer-dam is pumped out.

"As compensation for the extra cost of the method of constructing the coffer-dam herein called for, you are to be paid in addition to the price fixed for lumber used in your contract dated February 4, 1901, the sum of two dollars and fifty cents ($2.50) per lineal foot for each foot of coffer-dam, measured horizontally on the face of the sheeting.

"And further, you will be allowed your contract price for excavation within a theoretical prism sloping at the rate of 1½ to 1 from a plane fixed at 22 feet below Chicago Datum, to the intersection with the existing earth surfaces."

The work vouchered during the year under the regular contract and the above mentioned order is as follows:

Excavation, 16,865 cubic yards at 52c	$ 8,769 80
Sheet piling and bracing, 265,970 feet B. M. at $37.00	9,840 89
Oak timber in foundation, retaining wall and sewer, 5,500 feet B. M. at $47.00	258 50
Oak Wakefield sheet piling in coffer dam, north side, 34,800 feet B. M. at $47.00	1,494 60
Piles in coffer-dam, delivered, 12,490 lineal feet at 17c	2,123 30
Piles in coffer-dam, driven, 11,944 lineal feet at 17c	836 08
Portland cement concrete, 3,707 cubic yards at $5.50	20,388 50
Portland cement concrete retaining wall, 363 cubic yards at $5.50	1,996 50
Portland cement mortar, 278 cubic yards at $9.50	2,641 00
Extra cost Wakefield sheet piling in coffer-dam, north side, 259 lineal feet, horizontal, at $2.50	647 50
Iron in piers and abutments, 53,000 pounds at ½c	265 00
Removal of old sub and superstructure, 100 per cent	1,200 00
Sinking tunnel shaft, 54.3 lineal feet at $33.00	1,791 90
Extension of tunnel, 60 lineal feet at $33.00	1,980 00
Diverting sewer, 100 per cent	250 00
Maintenance of water tunnel, 100 per cent	500 00
Total	$54,983 57

During the year these contractors did considerable work at this point which was not specified in the contract. The work was done under the "extra work" clause of the contract and by verbal orders of the Chief Engineer. All the items vouchered are shown in the following schedule:

File No.	*Nature of Voucher.*		*Amount.*
1553	Assisting engineering corps and removing obstructions	$ 15 81	
	Sinking steel shoe for tunnel shaft, extra excavating, brick work and pumping	1,987 13	
	Repairs to coffer-dam for south abutment	113 05	
			$2,115 99

4596	Sinking steel shield in shaft, pumping leak and constructing bulkhead in new tunnel	$ 277 90	
	Repairs to coffer-dam for south abutment	1,542 48	
	Removing 36-inch water pipe from tunnel and tunnel shaft	258 75	
	Shoring broken piles and sheeting	210 27	
	Filling clay wall to stop leaks account break in coffer-dam	82 92	
	Removing rubble stone placed in south coffer-dam account break	392 38	
	Extra labor account leak in tunnel and suspension of work	15 81	
	Removing 36-inch water pipe from tunnel shaft	72 51	
	Leveling rubble stone in coffer-dam	38 24	
	Furnishing extra steam account break in south coffer-dam	193 20	
	Extra bracing account break in south coffer-dam	196 54	
			3,281 00
4640	Shoring south coffer-dam account break and extra cutting account anchor rods for piers	$ 12 82	
	Removing rubble stone placed in south coffer-dam account break	367 26	
	Constructing sumps in tail-pits and placing iron drain pipe between same	25 65	
	Sundry labor account re-location of bridge	209 13	
	Removing obstructions, extra cutting of timbers for anchor rods, building transit platforms for engineers, and extra forms account anchor rods and columns	214 65	
	Rehandling timber for broken coffer-dam and rebracing coffer-dam, etc	248 00	
	Extra steam and pump account shutting off leaks in Wakefield sheeting coffer dam on north side	124 20	
			1,201 71
4656	Sundry labor account re-location of bridge	$ 323 35	
	Building forms for anchor rods and removing same, and extra handling and setting of rods	87 46	
	Construction of pedestal for engineers to chain	10 30	
	Sundry labor account retaining walls	43 24	
	Sundry labor and use of plant account repairing leak in south cofferdam	144 82	
	Sundry labor account repairing leak in north coffer-dam	23 46	
	Sundry labor account new water pipe tunnel and shaft	181 85	
	Sundry labor account retaining walls	376 80	
	Sundry labor and material setting iron in substructure	56 29	
	Overtime account timbering north coffer-dam	56 81	
	Sundry labor account new water pipe tunnel and shaft	135 55	
			1,439 93
	Total		$8,038 63

In addition to the order issued the Lydon & Drews Company, quoted above, the Chief Engineer wrote the following schedule of letters to the contractor for the substructure during the year:

Date.	*Subject.*	*Page of Letter Book.*
March 14	Permit for closing bridge	84
April 26	Reduction of weight and cost of coffer-dam	218
July 2	Order for cast iron water pipe for counterweight pits	434

In addition to the labor and material supplied by the contractor for the substructure, several outside firms were called upon to supply certain material in connection with the foundation work for this bridge. This is shown in the following schedule of vouchers issued:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4611	James B. Clow & Sons, water pipe for draining tail-pits		$30 20
4628	S. J. Stebbins Co., iron pipe for protecting anchor rods	$39 72	
	S. J. Stebbins Co., shot for repairing break in coffer-dam	4 50	
			44 22
4657	Wm. E. Dee, sewer pipe for draining tail-pits		4 20
	Total		$78 62

On December 4th (page 7508), the Committee on Engineering reported to the Board in reference to certain inspection work alleged to have been done by the City of Chicago in connection with the intake shaft of the water pipe tunnel at Throop (Main) Street and advised that since the work was done by the District and ably inspected by its own inspectors, that the claim be disallowed. The Board adopted the report on the same date.

On January 16th (pages 6948-55), the Board received five bids for the building of the superstructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-5), the Committee reported on the bids, but the Board deferred action on the report until February 2d. On that date (pages 6979-80), the Board awarded the contract to the American Bridge Company, the lowest bidder. On February 13th (pages 6994-5), the board accepted the surety bond, in the sum of $35,000.00, on this contract. The contract bears date of February 4, 1901, and appears on pages 7070-81 of the Proceedings.

The delivery of material for the superstructure was begun in the month of August and continued throughout the year. The work of erection began in the month of November and continued to the end of the year. Five vouchers were issued during the year to the American Bridge Company, representing an earning of $15,700.00 (file No. 4655).

A summary of the earnings for the year is as follows:

Lydon & Drews Company	$63,022.20
American Bridge Company	15,700 00
Sundry firms	78 62
Total	$78,800 82

The condition of work on December 31st was as follows:

Excavation, 18,000 cubic yards at 52c	$ 9,360 00
Sheet piling and bracing, 293,000 feet B. M. at $37.00	10,841 00
Oak timber in foundation, retaining wall and sewer, 11,000 feet B. M. at $47.00.	517 00
Oak Wakefield sheet piling in coffer-dam, north side, 31,800 feet B. M. at $47.00.	1,494 60
Piles in coffer-dam, delivered, 13,100 lineal feet at 17c	2,227 00
Piles in coffer-dam, driven, 12,500 lineal feet at 7c	875 00
Portland cement concrete, 3,807 cubic yards at $5.50	20,938 50
Portland cement concrete, curb and retaining wall, 800 cubic yards at $5.50	4,400 00
Portland cement masonry, 400 cubic yards at $9.50	3,800 00
Iron in piers and abutments, 57,890 pounds at ½c	289 45
Sinking tunnel shaft, 58.3 lineal feet at $33.00	1,923 90
Extension of tunnel, 60 lineal feet at $33.00	1,980 00
Removal of old sub and superstructure	1,200 00
Diverting sewer	250 00
Maintenance of water tunnel	500 00
Extra cost Wakefield sheet piling in coffer-dam, north side, 259 lineal feet, horizontal, at $2.50	647 50
Miscellaneous extra work account substructure, etc. (vouchered)	8,117 25
Miscellaneous extra work account substructure, etc. (unvouchered)	4,200 00
Design of bridge	18,000 00
Lump sum price for superstructure	72,800 00
Total estimated cost of bridge	$164,361 20
Amount earned to December 31, 1901	96,800 82
Unfinished work	67,560 38
Reserved percentage	13,152 95
Unpaid vouchers	8,665 69
Balance required to complete	$ 89,379 02

Ashland Avenue Bridge, West Fork of South Branch of Chicago River. Bascule Bridge of the Page Type. Span, 167 Feet, 11 1-2 Inches, Centers of Bearings, and 140 Feet Clear Channel. Total Length, 276 Feet, 3 Inches, Back to Back of Abutments. Single Roadway, 36 Feet Wide, and Two Sidewalks, Each 8 Feet Wide. Page & Shnable, Contractors for Substructure. Chicago Bridge and Iron Company, Contractor for Superstructure.

On January 16th (pages 6948-55), the Board received eight bids for the construction of the substructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-50), the Committee reported on these bids, but the Board deferred action until February 2d. On that date (pages 6979-80), the Board awarded the contract to Page & Shnable, the lowest bidders. On February 6th (page 6987), the Board accepted the surety bond, in the sum of $15,000.00, on this contract. The contract bears date of February 4, 1901, and appears on pages 7063-70 of the Proceedings. For the record of the closing of this street see this report under the head of "Main Street Bridge, etc."

These contractors began operations in the month of March and continued to the end of the year, at which time the work was almost completed. The items issued on regular vouchers for the year are as follows:

Excavation for abutments, piers and by-pass, 8,423 cubic yards at 54c	$ 4,548 42
Excavation for retaining wall, 569 cubic yards at 54c	307 26
Sheet piling and bracing for piers, abutments and retaining walls, 225,590 feet B. M. at $35.00	7,895 65
Timber in John Spry's roadway, 3,120 feet B. M. at $35.00	109 20
Oak timber in foundation, docks and protections, 34,548 feet B. M. at $39.00	1,347 37
Piles in protections, delivered, 7,950 lineal feet at 20c	1,590 00
Piles in protections, driven, 7,800 lineal feet at 25c	1,950 00
Piles in north coffer-dam, delivered, 3,010 lineal feet at 20c	602 00
Piles in north coffer-dam, driven, 3,010 lineal feet at 25c	752 50
Portland cement concrete, 2,719 cubic yards at $5.22	14,193 18
Portland cement concrete retaining wall, 511.2 cubic yards at $5.22	2,668 46
Removal of sub and superstructure	4,120 00
Extending sewer through abutment	250 00
Total	$40,334 04

In addition to the work shown on the regular vouchers, these contractors did considerable work under the "extra work" clause of their contract by verbal orders of the Chief Engineer, all of which is shown in the following schedule:

File No.	*Nature of Voucher.*		*Amount.*
4497	Removal of General Electric Railway Co.'s tracks to permit the grading of the south approach		$ 26 90
4551	Removal of General Electric Railway's Co.'s tracks and pavement	$ 119 88	
	Setting and concreting connecting I beams for south piers	156 34	
			276 22
4642	Putting in place and concreting box girders between north piers	$ 101 26	
	Setting extra I beams in north and south piers and cement mortar above -1 C. C. D. account change of plans	263 42	
	Removing General Electric Railway Co.'s poles and property, repairs to sewer manhole, assisting engineers building pedestal frames, and general miscellaneous work	93 70	
	Drilling holes for anchor rods and grouting same, removing obstructions, resetting 60 feet of curb stones to new grade, and building new driveway for Spry Lumber Co	204 79	
			663 17
4646	Labor and material account of south pier protection	$ 102 02	
	Labor and material account retaining walls	1,059 18	
			1,161 20
	Total		$2,127 49

One voucher amounting to $3.47 was issued during the year to the S. J. Stebbins Co. for tools supplied in connection with drilling holes in the bolsters of the substructure (file No. 4628).

On January 16th (pages 6948-55), the Board received seven bids for the construction of the superstructure for this bridge, which were referred to the Committee on Engineering. On January 30th (pages 6972-5), the said Committee reported on these bids, but the Board deferred action until February 2d. On that date (pages 6979-80), the Board awarded the contract to the Massillon Bridge Company, the lowest bidder. On February 20th (page 7002), the Board accepted the surety bond, in the sum of $35,000.00, on this contract. The contract bears date of February 13, 1901, and appears on pages 7053-62 of the Proceedings.

On February 27th (pages 7018-19), the Clerk transmitted a communication to the Board from the Massillon Bridge Company, requesting that it be permitted to assign its contract for the superstructure of this bridge to the Chicago Bridge and Iron Company. On the same date, a communication from the Chicago Bridge and Iron Company was also transmitted, in which was expressed a willingness to accept the assignment of the contract with the Massillon Bridge Company. The communications were referred to the Committee on Engineering and, on March 20th (pages 7106-7), the Board directed its President and Clerk to execute the assignment. The draft of the assignment bears date of March 11th and appears on pages 7406-7 of the Proceedings. On March 20th (pages 7107-8), the Board accepted the surety bond, amounting to $35,000.00, on the assigned contract and ordered that the bond given by the Massillon Bridge Company be released.

The firm of Page & Shnable submitted revised plans for the superstructure of this bridge, which contemplated the construction of an improved half through low truss instead of a high through truss as was originally designed. On April 10th (pages 7147-8), the Board authorized the Chief Engineer to change the plans as originally submitted and to adopt, in lieu thereof, the revised plans. The revised plans were accepted by the contractor.

No vouchers were issued during the year on account of the superstructure.

On April 17th (page 7155), the Clerk presented a communication to the Board from Edward R. Litzinger, Alderman of the Fifth Ward, Chicago, asking for the construction of a temporary crossing at Ashland Avenue while the new bridge was being built. The Board referred the said communication to the Committee on Engineering and was not reported on during the year.

The condition of work on December 31st was as follows:

Excavation, abutments, piers and by-pass, 8,464 cubic yards at 54c	$ 4,570 56
Excavation, retaining wall, 773 cubic yards at 54c	417 42
Sheet piling and bracing, piers, abutments and retaining walls, 231,733 feet B. M. at $35.00	8,110 66
Oak timber in foundation, docks and protections, 44,280 feet B. M. at $39.00	1,726 92
Piles in protections, delivered, 8,070 lineal feet at 20c	1,614 00
Piles in protections, driven, 7,428 lineal feet at 25c	1,857 00
Piles in north coffer-dam, delivered, 3,010 lineal feet at 20c	602 00
Piles in north coffer-dam, driven, 3,010 lineal feet at 25c	752 50
Portland cement concrete, 2,727 cubic yards at $5.22	14,234 94
Portland cement concrete, retaining wall, 531.6 cubic yards at $5.22	2,774 95
Removal of old sub and superstructure	4,120 00
Extending sewer through abutment	250 00
Extra Work:	
Removing obstructions	240 48
Extra concrete	156 34
Account box girders between piers	101 26
Setting extra I beams account change in plans	263 42
Account retaining walls	1,263 97
Account south pier protection	102 02
Account drilling holes in bolsters	3 47
Design of bridge	15,000 00
Lump sum price for superstructure	91,200 00

Prospective charges account extra work	2,600 00
Total estimated cost of bridge	$151,961 91
Amount earned to December 31, 1901	57,465 00
Unfinished work	$ 94,496 91
Reserved percentage	5,041 76
Unpaid vouchers	2,394 95
Balance required to complete	$101,933 62

Southwest Boulevard Bridge, Main Channel. Section "O." Double Roadway, Each 24 Feet Wide. Two Sidewalks, Each 6 Feet Wide. Length, 321 Feet. Weight of Metal in Structure, 1,458,809 Pounds. Benezette Williams, Contractor for Substructure. The J. G. Wagner Company, Contractor for Superstructure.

As was stated in the last Annual Report of this Department, the work of improving the approaches to the west half of this bridge was done in the year 1900, but that no vouchers were issued on that account during the year. In the month of January, 1901, two vouchers were issued on this account, as follows:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4411	Chicago Crushed Stone Co., 146 cubic yards crushed stone, delivered and spread, at $1.90	$277 40	
	Chicago Crushed Stone Co., labor grading and preparing sub-grade	63 52	
			$340 92
4412	Chicago Crushed Stone Co., 213 cubic yards crushed stone, delivered and spread, at $1.90		404 70
	Total		$745.62

In the month of June, a crack was discovered in the center of the front face of the north abutment of this bridge that was due to the settling of the foundation and was caused by the excavation having been carried too close to the said foundation. This crack was filled with concrete and, as a precautionary measure against further settling, several scow-loads of concrete and stone were dumped alongside the foundations of both the north and south abutments. At about the same time, it was found necessary, also, to build a guard fence at both ends of the bridge and on both sides of the road. This work, together with the taking care of the abutments was done on force account by the District and the vouchers issued are shown in the following schedule:

File No.	*Firm and Nature of Voucher.*	*Amount.*
4547	Lydon & Drews Co., use of scow for hauling stone	$14.00
4544	Isham Randolph, Chief Engineer, pay roll account putting up guard fence and unloading stone account abutment	55.26
4602	Isham Randolph, Chief Engineer, pay roll, unloading stone account abutment	3.52
	Total	$72.78

On July 10th (page 7317), the President submitted a communication to the Board from the West Chicago Park Commissioners "requesting the Board to confer with said commissioners and representatives of the Pennsylvania Railroad Lines, the Chicago Terminal Transfer and the Junction Railroads in regard to plans for the construction of a subway under the proposed elevation of the railroad tracks of said companies at Southwest Boulevard." The Board directed the President to appoint a special committee of three to confer with the Park Commissioners, and Trustees Carter, Smyth and Baker were appointed on said Committee. No reports were made to the Board during the year.

This structure is entirely completed with the exception of improving the approaches to the east half of the bridge. These approaches will not be improved until the subway under the Pan Handle railroad tracks—which is intended as a passageway for the Southwest Boulevard and Thirty-first Street is completed.

The condition of work on December 31st was as follows:

Account old design:

Excavation, 1,289 cubic yards at 45 cents	$ 580 05	
Piles driven, 4,809 lineal feet at 25 cents	1,202 25	
Miscellaneous, extra labor and material	5,244 71	
	$ 7,027.01	
Less 142.08 cubic yards stone sold at $1.10	156 29	
Total cost of old design		$ 6,870 72

Account new design:

Excavation, 7,464.5 cubic yards at 49½ cents	$ 3,694 93	
Timber in foundation, 10,560 feet B. M. at $28.60	302 02	
Piles driven, 6,004 lineal feet at 27½ cents	1,651 10	
Natural cement concrete, 711.5 cubic yards at $5.00	3,557 50	
Portland cement concrete, 1,670.61 cubic yards at $7.31½	12,220 51	
Masonry, 2,039.83 cubic yards at $6.71	13,687 26	
Bedford stone, lump sum	3,845 00	
Coffer-dam, lump sum	8,814 85	
Re-cutting stone	4,034 43	
Setting clamps and circular track	147 08	
Excavating center pier below grade and additional material	524 27	
Maintaining coffer-dam	218 30	
Pumping and compensation account delays	198 20	
Changes in substructure not covered by contract	116 00	
Labor and material building approaches	3,491 06	
Building guard fence and strengthening abutments	72 78	
Superstructure contract	53,045 06	
Total cost of new design		$109,620 35
Hauling material to Southwest Boulevard and Douglas Park, 178,045 cubic yards at 20 cents		35,609 00
Estimated prospective charges account approaches, etc		4,000 00
Total estimated cost of bridge		$156,100 07
Amount earned to December 31, 1901		152,100 07
Unfinished work and balance required to complete		$ 4,000 00

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 Weight of Metal in Structure, 6,076,953 Pounds. McArthur Brothers Company, Contractor for Substructure. A. & P. Roberts Company, Contractor for Superstructure.

The substructure for this bridge was completed in the year 1900, but the final voucher, amounting to $2,300.64, was not issued and passed by the Board until December 11, 1901 (pages 7514-15 and file No. 4637). The final certificate of the Chief Engineer appears on page 7515 of the Proceedings.

With the exception of painting, the superstructure was practically completed in the month of January and was in full use by the railroad companies in interest in April. One voucher, showing an earning of $17,713.27, was issued to the contractor during the year. This voucher was not paid in the year 1901 because of the non-adjustment of a number of differences existing between the contractor and the District.

This contractor did certain extra work in October and November, 1900, taking out and re-setting bolsters in the masonry work of the bridge. A voucher for $153.37 was issued to this Company on February 9, 1901 (file No. 4435).

The letters written during the year by the Chief Engineer to the contractor for the superstructure are shown in the following schedule:

Date.	*Subject.*	*Page of Letter Book.*
Jan. 14	Referring contractor to Board on bond matter	416
Jan. 25	Lack of cambre in structure	451
Feb. 4	Account letter from Pennsylvania Company on condition of affairs at bridge	465
Feb. 26	Work of Kelly-Atkinson Company satisfactory	48
Feb. 27	Requirements before bridge is acceptable to railroad companies	54
Mar. 19	Settlement account delays necessary before further payments will be made	117
April 8	Objections and requirements by railroad companies	167

In the month of January, The Kelly-Atkinson Construction Company furnished, framed and placed 533 feet of oak timbers on the middle floor beams of the channel spans of this structure, for which a voucher to the amount of $55.51 was issued therefor (file No. 4438).

In accordance with the arrangements made with the Union Switch and Signal Company in the year 1899 (see Annual Report for that year, page 12 of the appendix to the Proceedings for December 26, 1900), the Chief Engineer, on August 1st (page 23 of his letter book), ordered this Company to connect the interlocking system at Ash Street with the permanent crossing. This work was begun in the month of April and finished in August. One voucher, amounting to $4,260.89, was issued to this Company for the labor and material furnished on account of this work (file No. 4654).

A small amount of extra stone cutting was done in the latter part of December, 1900, in connection with the setting of shoes and bolsters, which was not vouchered until the month of January, 1901. The cost of this work was $10.00, and was paid by check by the Chief Engineer and vouchered to his account (file No. 4434).

The several railroad companies in interest at and near this crossing did considerable work in connection with changes in their tracks, repairs to same, etc. The amounts vouchered to these companies are as follows:

P., C., C. & St. L. Ry. Co. (Pennsylvania Company)	$2,385 05
C. T. T. R. R. Co	1,684 79
C. J. Ry Co	1.007 41
I. C. R. R. Co	208 95
The A. T. & S. F. Ry. Co	104 31
Total	$5,390 51

A summary of the earnings during the year on account of this bridge is as follows:

A. & P. Roberts Company	$17,713 27
Sundry firms	9,870 28
Total	$27,583 55

The condition of work on December 31st was as follows:

Portland cement concrete, 11,928.37 cubic yards at $5.50	$ 65,606 04
Masonry, 2,728.83 cubic yards at $12.00	32,745 96
Lump sum for auxiliary work	65,000 00
Lump sum for rush work	120,000 00
Construction and removal of dam east of bridge	12,922 26
Construction, maintenance and pumping of coffer-dams	2,352 13
Cutting anchor rods in piers	71 76
Extra pay for cutting stone on holidays	250 12
Cost of supplying cement	26,776 65
Changes in substructure not covered by contract	5,396 85
Setting shoes and bolsters	3,071 09

Setting anchor rods for railroad companies		785 14
Change of tracks, inspection, etc., by and for railroad companies		11,016 85
Cost of Scherzer design of bridge		35,000 00
Cost of Strobel design of bridge		3,000 00
Cost of abandoned girder system and removal of same		22,800 85
Lump sum price for superstructure		250,565 00
Extra work placing timbers on floor beams of channel spans		55 51
Prospective charges account new alignment, interlocking system, etc		20,000 00
		$677,416 21
Less credits as follows:		
Portland cement furnished, 10,906.25 barrels at $2.20	$21,812.50	
Cement sacks not returned, 926 at 10 cents	92.60	
Three girders transferred to Kedzie Avenue Viaduct	4,090.00	
Three girders transferred to Stevens Street Subway	3,821.30	
		29,816 40
Total estimated cost of bridge		$647,599 81
Amount earned to December 31, 1901		617,655 40
Unfinished work and unvouchered bills		$ 29,944 41
Reserved percentage		11,285.20
Unpaid vouchers		19,760 00
Balance required to complete		$ 60,989 61

California Avenue Bridge, Main Channel, Section "O".

As was stated in the last Annual Report under this head, bids for the construction of this bridge were ordered advertised for on November 9th, 1900 (page 6839), and were to be opened on January 16th, 1901. On January 2nd (page 6930), the Board postponed the time fixed for the opening of the said bids until the District shall be in better financial condition to do the work.

Chicago, Madison and Northern Railroad Company's Bridge, Main Channel, Section "N." Double Track. Length, 479 Feet, 5 Inches. Weight of Metal in Structure, 2,511,140 Pounds. McArthur Brothers Company and Winston & Co., Contractors for Substructure. The Toledo Bridge Company, Contractor for Superstructure.

This bridge, including the new alignment, was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7655). Total cost of bridge, $180,777.54.

On March 20th (pages 7108-9), the Board referred to the Committee on Finance a communication from the contractors for the substructure, asking for a release of the reduced bond on their contract. On April 3rd (pages 7132-3), the Board released the said bond.

Chicago, Madison and Northern Railroad Company's Viaduct Over Kedzie Avenue, Section "N". Double Track Plate Girder. Length, 80 Feet. Weight of Metal in Structure, 200,400 Pounds. McArthur Brothers Company and Winston & Co., Contractors for Substructure. The Kelly-Atkinson Construction Company, Contractor for Superstructure.

This structure was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1899 (see page 87 of appendix to the Proceedings for December 26, 1900). Total cost of viaduct, $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.

This bridge was completed in the year

1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7656). Total cost of bridge, $43,559.81.

On January 30th (page 6977), the Board ordered the release of the bond on the contract for the superstructure and, on May 8th (page 7177-8), the Board released the indemnifying bond on this contract.

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section "N." Double Track. Length, 327 Feet, 8 Inches. Weight of Metal in Structure, 1,519,183 Pounds. McArthur Brothers' Company and Winston & Co., Contractors for Substructure. The Carnegie Steel Company, Limited, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7656). Total cost of bridge, $81,574.56.

On March 20th (pages 7108-9), the Board referred to the Committee on Finance a communication from the contractors for the substructure, asking for a release of the reduced bond on their contract. On April 3rd (pages 7132-3), the Board released the said bond.

Belt Railway Company of Chicago's Bridge, Main Channel, Section "K." Four Tracks. Length, 340 Feet, 2 Inches. Weight of Metal in Structure, 2,691,349 Pounds. The Toledo Bridge Company, Contractor for Substructure and Superstructure.

The contracts for the sub and superstructures for this bridge were completed in the year 1900. On February 6th (pages 6986-70), the Board ordered the release of the original bond, for $30,000.00, on the contract, provided that the contractor "shall furnish a new bond in the penal sum of $20,000.00. On May 8th (pages 7177-8), the Board again ordered the reduction of the original bond from $30,000.00 to $2,000.00.

On October 2, 1901, the Committee on Engineering authorized the Chief Engineer to concrete the core of the center-pier of this bridge in order to protect the cross-girders from rusting. This work was done on force account in the month of November and the following vouchers were issued during the year on this acocunt:

File No.	*Firm and Nature of Voucher.*		*Amount.*
4630	James A. Buckley, 37 cubic yards "Torpedo" sand at $1.00	$37 00	
	James A. Buckley, switching charges on sand	3 00	
			$ 40 00
4631	H. Channon Co., tools and supplies		10 78
4632	Dolese & Shepard Co., 316 cubic yards crushed stone at $1.00		31 60
4636	Francis Beidler Co., 1,838 feet B. M. lumber from $16.00 to $19.00		33 76
4652	Isham Randolph, Chief Engineer, pay rolls		380 50
	Total		$496 64

With the exception of a small amount of surfacing, leveling of its tracks and changes in its interlocking system, the Belt Railway Company of Chicago completed the work of its new alignment in the year 1900, although the bills for said work were not vouchered until 1901. Two vouchers, aggregating $16,694.51, were issued to this Company on this account during the year (file Nos. 4439 and 4535).

Two vouchers were issued in favor of The A. T. & S. F. Ry. Co. for work done in the months of November, 1900, and January, 1901, as follows:

File No.	*Nature of Voucher.*		*Amount.*
4426	Watching main tracks account raising tracks		$30 25
4461	Moving tool house account raising tracks	$33 82	
	Moving pole account raising tracks	17 45	
			51 27
	Total		$81 52

The raising of the Santa Fe tracks near the Belt crossing of the Main Channel—which became necessary on account of the new alignment of the Belt Railway—was begun in the month of October and, with the exception of changing its interlocking system, was practically completed at the end of the year. No vouchers were issued during the year on this account.

The condition of work on December 31st was as follows:

Excavation, abutments, 10,714 cubic yards at 45 cents	$ 4,821 30
Excavation, center-pier, 2,580 cubic yards at 72 cents	1,857 60
Excavation, north berm, 625 cubic yards at 30 cents	187 50
Piles delivered, 7,254 lineal feet at 16 cents	1,160 64
Portland cement concrete, abutments, 1,459.5 cubic yards at $5.60	8,173 20
Portland cement concrete, center-pier, 1,487.2 cubic yards at $8.96	13,325 31
Masonry, abutments, 1,151.68 cubic yards at $11.00	12,668 48
Masonry, center-pier, 491.8 cubic yards at $17.60	8,655 68
Revetting slope of south abutment	2,421 78
Filling of approaches	558 32
Work on substructure not covered by contract prices	1,168.18
Cost of supplying cement	699 30
Bridge inspection, etc., by railroad company	1,210 63
Labor and material account new alignment	20,091 85
Lump sum price for superstructure (including $193.17 for test bars)	131,393 17
Prospective charges account new alignment, etc	16,000 00
Total	$224,392 94
Less credits as follows:	
Portland cement furnished, 290 barrels at $2.08	$603 20
Cement sacks, 1,160 at 10 cents	116 00
Switching charges on cement	6 00
Lumber furnished, 21,780 feet B. M. at $10.00	217 80
	943 00
Estimated cost of bridge	$223,449 94
Amount earned to December 31, 1901	207,449 94
Unfinished work and unvouchered bills	$ 16,000 00
Unpaid vouchers	380 50
Balance required to complete	$ 16,380 50

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section "G." Double Track. Length, 372 Feet, 6 1-2 Inches. Weight of Metal in Structure, 1,724,636 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. The Carnegie Steel Company, Contractor for Superstructure.

This bridge, including the new alignment, was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1899 (see page 88 of appendix to the Proceedings for December 26, 1900). Total cost of bridge, $114,305.72.

On June 12th (pages 7213-14), the Board released the reduced bond on the contract for the superstructure of this bridge.

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 Metal in Structure, 499,830 Pounds.

This bridge was built by the Santa Fe Company in the year 1898 at a proportionate cost to the District of $19,210.73.

Lyons-Summit Road Bridge, Main Channel, Section "F." Single Roadway, 18 Feet Wide. Length, 323 Feet, 10 Inches. Weight of Metal in Structure, 370,690 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1899 (see page 89 of appendix to the Proceedings for December 26, 1900). Total cost of bridge, $41,193.18.

Lyons-Summit Road Bridge, Desplaines River, Section "E." One 200 Foot Span. Single Roadway, 18 Feet Wide. Weight of Metal in Structure, 114,000 Pounds. Halvorson, Richards & Company, Contractors for Substructure. Massillon Bridge Company, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1899 (see page 89 of appendix to the Proceedings for December 26, 1900). Total cost of bridge, $13,220.47.

Chicago Terminal Transfer Railroad Company's Bridge, Main Channel, Section "E." Double Track. Length, 316 Feet, 7 Inches. Weight of Metal in Structure, 1,051,930 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

One voucher, amounting to $44.18, was issued during the year to the C. T. T. R. R. Co. for work done in September, 1900, changing its interlocking system (file No. 4430).

A revised statement, showing the condition of work on December 31st, is as follows:

Excavation, 3,554.1 cubic yards at 46 cents	$ 1,634 89
Sheet piling and bracing, 2,532 feet B. M. at $31.00	78 49
Timber in foundation, 3,672 feet B. M. at $22.00	80 78
Piles delivered, 1,650 lineal feet at 14 cents	231 00
Piles driven, 1,166.5 lineal feet at 10 cents	116 65
Natural cement concrete, 238.27 cubic yards at $3.50	833 95
Portland cement concrete, 693.13 cubic yards at $5.00	3,465 65
Masonry, 1,231.39 cubic yards at $9.40	11,575 07
Lump sum price for superstructure (including extra material amounting to $53.95)	28,930 95
Iron covers for piers	9 37
Labor and material account new alignment	4,006 07
Total cost of bridge	$50,962 87
Amount earned and paid to December 31, 1901	50,962 87

Chicago Terminal Transfer Railroad Company's Bridge, Desplaines River, Section "E." Double Track. One Span, 165 Feet Center to Center of End Pins. Heldmaier & Neu, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

This bridge, including the new alignment, was completed in the year 1900. The schedule for all the work done appears in the Annual Report for 1900 (page 7660). Total cost of bridge, $24,792.83.

Willow Springs Road Bridge, Main Channel, Section 1. Single Roadway, 20 Feet Wide. Length, 306 Feet, 11-4 Inches. Weight of Metal in Structure, 339,294 Pounds. Counterweight, 209,040 Pounds. Sackley & Peterson, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7660). Total cost of bridge, $23,167.40.

The Atchison, Topeka and Santa Fe Railway Company's Bridge, Main Channel, Section 8. Double Track. Length, 398 Feet, 6 Inches. Weight of Metal in Structure, 2,315,656 Pounds. Counterweight, 858,645 Pounds. McArthur Brothers Company and Winston & Company, Contractors for Substructure. Carnegie Steel Company, Limited, Contractor for Superstructure.

This bridge, including the new alignment, was completed in the year 1899.

On June 28, 1899 (pages 5908-9), the Board passed the final voucher, amounting to $11,768.40, for the superstructure contract for this bridge, in which said voucher the Chief Engineer made a reduction of $19,000.00 for 198 days' delinquency in the completion of the contract, as per the terms of said contract. The Carnegie Steel Company refused to accept the amount shown on the final voucher and brought suit against the District for the sum of $40,000.00. The case was tried in the United States Circuit Court for the Northern District of Illinois in the month of May, 1901, and the jury "found for the plaintiff and assessed its damages at $25,368.40, for which sum judgment was rendered by the court, together with the costs, which amounted to $58.76." On May 15th (pages 7182-3), the Committee on Engineering reported on this case and the Board ordered the Chief Engineer to issue a voucher in favor of The Carnegie Steel Company, Limited, for the sum of $25,427.16, which was paid (file No. 4472). The amount due this Company, without considering the reduction on account of delinquency, was $30,-768.40. The actual amount deducted on account of the delinquency was $5,341.24.

A revised statement, showing the condition of work on December 31st, is as follows:

Excavation, 1,020 cubic yards at 50 cents	$ 510 00
Portland cement concrete, 369.66 cubic yards at $5.50	2,033 13
Masonry, 447.41 cubic yards at $12.00	5,368 92
Excavation in front of north abutment, 1,232 cubic yards at 22 cents	271 04
Excavation of spoil in order to swing bridge, 314 cubic yards at 25 cents	78 50
Watching and inspecting bridge	60 90
Lump sum price for superstructure (less $5,341.24 for delinquency)	70,843 76
Extra material in superstructure, 11,545 pounds at 2.55 cents	294 40
Filling counterweight joints with asphalt	675 00
Labor and material account new alignment	51,478 55
Total cost of bridge	$131,614 20
Amount earned and paid to December 31, 1901	131,614 20

Stevens Street Subway and Santa Fe Crossing of Same. Sackley & Peterson, Contractors.

The subway, together with the crossing of same, were completed in the year 1900. In accordance with an agreement between the Santa Fe Railway Company and the Sanitary District, the cost of this subway and crossing is to be borne equally by both parties. A settlement was not effected during the year.

The condition of work on December 31st was as follows:

Excavation, 5,810 cubic yards at $1.50	$ 8,715 00
Excavation, 465 cubic yards at 63 cents	292 95
Portland cement concrete, 512.9 cubic yards at $8.00	4,103 20

Masonry, 432.2 cubic yards at $11.50	4,970 30
Constructing sewer, iron railing on masonry wall, temporary crossing, paving Stevens Street and miscellaneous work account substructure, etc	6,262 23
Three girders and floor systems transferred from Pan Handle Bridge site	3,821 30
Labor and extra material account superstructure	860 41
Known cost of bridge	$29,025 39
Amount earned and paid to December 31, 1901	29,025 39

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 Metal in Structure, 1,117,765 Pounds. Penn Bridge Company, Contractor for Superstructure.

This bridge was completed in the year 1898 at a total proportionate cost to the District of $23,275.07. The schedule for all the work done appears in the Annual Report for 1899 (see page 61 of the appendix to the Proceedings for December 26, 1900).

Lemont Road (Stevens Street) Bridge, Main Channel, Section 8. Single Roadway, 20 Feet Wide. One Sidewalk, 4 Feet Wide. Length, 306 Feet, 11-4 Inches. Weight of Metal in Structure, 339,705 Pounds. Counterweight, 207,300 Pounds. Sackley & Peterson, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

This bridge was completed in the year 1900. The schedule for all the work done appears in the Annual Report for 1900 (page 7664). Total cost of bridge, $28,071.57.

Lemont Road (Stevens Street) Bridge, Desplaines River, Section 8. Single Roadway, 18 Feet Wide. Ten Wooden Spans, Each 50 Feet in Length. E. D. Smith & Company, 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 and Company, Contractors.

This bridge was completed 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, 11-4 Inches. Weight of Metal in Structure, 339,505 Pounds. Counterweight, 208,100 Pounds. Heldmaier & Neu, Contractors for Substructure. C. L. Strobel, Contractor for Superstructure.

The sub and superstructure for this bridge were completed in the year 1899.

As was stated in the last Annual Report, the Chief Engineer was authorized to complete the Romeo Road and to remove a scale house situated thereon. On January 21, 1901 (page 438 of his letter book), the Chief Engineer issued the following order to Peter Finnegan, Joliet, Illinois:

"I hereby accept your proposition covering the work connected with moving the Norton Scale House and scales, and grading approaches to the same, at Romeo:

"For each cubic yard of grading taken from the Sanitary District spoil bank, the sum of thirty-five (35) cents.

"For each cubic yard of excavation in moving present scale approaches the sum of thirty-five (35) cents.

"For each cubic yard of crushed stone top dressing, the sum of one dollar and fifty cents ($1.50).

"For moving scales and scale house and building the necessary approaches, all to be done in a first-class manner and under the inspection of the Engineer of the Sanitary District, the sum of two hundred and seventy-five dollars ($275.00)."

This order was accepted, work was immediately begun and completed in the month of March. The following items are shown as having been vouchered on this account:

Grading, 1,729 cubic yards at 35 cents	$ 605 15
Excavation, 294 cubic yards at 35 cents	102 90
Top dressing, 424 cubic yards at $1.50	636 00
Moving scales and scale house and building approaches	275 00
Extra labor and material repairing scale house, sills and platform, with 15 per cent added for superintendence, etc	37 67
Total	$1,656 72

At the time that the scales were moved, Norton & Company, the owners of said scales, had them tested and a bill for $6.15 covering the cost of same, was paid on the check of the Chief Engineer and returned on his expense voucher (file No. 4471).

A revised statement, showing the condition of work on December 31st, is as follows.

Excavation, 3,624 cubic yards at 75 cents	$ 2,718 00
Portland cement concrete, 357.7 cubic yards at $8.50	3,040 45
Masonry, 826.9 cubic yards at $9.25	7,648 83
Re-cutting abutment stone	553 18
Extra work account roads, driveways and crossings	2,172 58
Extra work account saved dimension stone	60 00
Removing temporary structure to allow permanent work	8 10
Changes in Santa Fe side track	411 91
Lump sum price for superstructure	14,990 00
Extra steel, 11,454 pounds at 3½ cents	400 89
Extra cast iron, 1,906 pounds at 3 cents	57 18
Extra lumber in superstructure, 5,825 feet B. M. at $28.00	163 10
Extra drilling	22 83
Total cost of bridge	$32,247 05
Amount earned and paid to December 31, 1901	32,247 05

Bridge Over Bear Trap Dam, Controlling Works. One Through Pin Span, 176 Feet, Centers of Bearings, and One Pony Riveted Span, 80 Feet, Centers of Bearings. Width, 14 Feet, Centers of Trusses. Total Length, 207 Feet, 9 Inches. Weight of Metal in Structure, 109,161 Pounds. Lafayette Bridge Company, Contractor for Superstructure.

This bridge was completed in the year 1900. During the year 1901, the Thomas Moulding Company paid to the District $51.15 on this account, same being for empty cement sacks originally paid for by the District and later on returned to the said Company.

A revised statement showing the condition of work on December 31st, is as follows:

Cost of abutments and piers	$1,063 73
Cost of approaches	1,734 62
Lump sum price for superstructure	5,075 00
Total cost of bridge	$7,873 35
Amount earned and paid to December 31, 1901	7,873 35

Lockport Road Bridge, Desplaines River Channel, Section 16. Single Roadway, 18 Feet Wide. Three 200 Foot Through Spans. Weight of Metal in Structure, 332,573 Pounds. Griffiths & McDermott, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7667). Total cost of bridge, $17,095.88.

Wire Mills Road Bridge, Desplaines River Channel, Section 16. Single Roadway, 18 Feet Wide. Two 200 Foot and one 100 Foot Through Spans. Weight of Metal in Structure, 259,369 Pounds. Hayes Brothers, Contractors for Substructure. Wisconsin Bridge and Iron Company, Contractor for Superstructure.

This bridge was completed in the year 1899. The schedule for all the work done appears in the Annual Report for 1900 (page 7667). Total cost of bridge, $20,906.28.

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, Center 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.

This bridge was completed in the year 1897. The schedule for all the work done appears in the Annual Report for 1897 (pages 4642-3). Total cost of bridge, $41,984.62.

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, 3-4 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.

This bridge was completed in the year 1900. All the payments for this structure have been made with the exception of one item, namely, the reserve percentage of the substructure work, amounting to $971.73. This appears on the estimates for the excavation of Section 17 and will be closed out when the final estimate for the section is rendered.

The condition of work on December 31st is the same as is shown in the Annual Report for 1900 (page 7668). Total cost of bridge, $31,707.08.

Cass Street Bridge, Desplaines River Channel, Section 18. Single Roadway, 30 Feet Wide. Two 7 Foot Sidewalks. One Through Span, 213 Feet, 9 Inches, and One Through Plate Girder, 89 Feet, 6 Inches. Weight of Metal in Structure, 835,424 Pounds. The J. G. Wagner Company, Contractor for Substructure and Superstructure.

This bridge was completed in the year 1900. The schedule for all the work done appears in the Annual Report for 1900 (page 7670). Total cost of bridge, $45,545.10.

On March 27th (page 7128), a request from The J. G. Wagner Company for a release of the bond on its contract for this bridge, was referred to the Committee on Engineering, and on April 10th (page 7144), the Board authorized the reduction of the original bond to the sum of $2,000.00.

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 Foot Sidewalks. Weight of Metal in Structure, 651,070 Pounds. The J. G. Wagner Company, Contractor for Substructure and Superstructure.

This bridge was completed in the year 1900. The schedule for all the work done appears in the Annual Report for 1900 (page 7672). Total cost of bridge, $48,562.32.

On March 27th (page 7128), a request from The J. G. Wagner Company for a release of the bond on its contract for this bridge, was referred to the Committee on Engineering and, on April 10th (page 7144), the Board authorized the reduction of the original bond to the sum of $2,000.00.

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.

This bridge was completed in the year 1900. The schedule for all the work done appears in the Annual Report for 1900 (page 7673). Total cost of bridge, $39,399.83.

Illinois and Michigan Canal Improvement at Bridgeport.

This work was completed in the year 1900. One voucher, amounting to $206.91, was issued to the City of Chicago in the year 1901, for installing electric lights and maintaining same while the lock was undergoing construction (file No. 4405). The schedule for all the work done on this account appears in the Annual Report for 1900 (page 7674). Total cost of work, $77,016.08.

RAILROADS.

Pennsylvania Company.

As was stated in this report under the head of "Chicago River," this Company paid $263.00 to the District for certain work done by it in excess of its obligations and $118.00 for the purchase of certain building material. These amounts were credited to the by-pass work.

Chicago Terminal Transfer Railroad Company.

In accordance with its contract with this District, dated December 6, 1898 (pages 5359-61), this Company continued operations during the year in connection with its crossing of the Chicago River near Taylor Street.

In accordance with its contract with this District, dated November 14, 1895 (pages 2920-3), this Company (formerly the Chicago and Northern Pacific Railroad Company) continued operations at the Pan Handle crossing of the Main Channel on contract Section "O," in connection with both its temporary and permanent structures.

In accordance with its contract with this District. dated September 3, 1897 (pages 5381-5), this Company had vouchered to its account the cost of certain work done in the year 1900 in connection with the interlocking system at its crossing of the Main Channel on contract Section "E."

As was stated in the last Annual Report of this Department (page 7674), the Chief

Engineers of the C. T. T. R. R. Co. and the Sanitary District determined on the amounts due the said railroad company "as compensation for the ordinary maintenance and repairs of the two bridges crossing the Main Channel and River Diversion on contract Section 'E.'" The report was referred to the Committee on Engineering and, on January 30, 1901 (pages 6971-2), the Board ordered the amounts paid (file No. 4448).

In accordance with Paragraph 2 of Clause V of an agreement between the Sanitary District and the Chicago and Northern Pacific Railroad Company, dated November 14, 1895 (pages 2920-3), and in accordance with a supplemental agreement between the Sanitary District and the said railroad company, dated June 1, 1897 (page 5381), the C. T. T. R. R. Co (which became a successor to the C. & N. P. R. R. Co.) was entitled to a sum of money sufficient to defray the cost of the maintenance and repairs of a fixed bridge crossing the Main Channel on contract Section "O." The computations determining the amount were made by the Chief Engineers of the C. T. T. R. R. Co. and the Sanitary District. A report on same was made to the Board on October 30th (pages 7453-4) and the amount was ordered paid. The joint certificate of the Chief Engineers appears on page 7454.

The amounts vouchered to this Company during the year are as follows:

Construction:	
Bridge, Chicago River	$ 581.00
Temporary trestles, Section "O"	70.24
Permanent Bridge, Section "O"	1,684.79
Permanent Bridge, Main Channel, Section "E"	44.18
Capitalization:	
Permanent Bridge, Main Channel, Section "E"	20,461.40
Permanent Bridge, Desplaines River, Section "E"	5,655.00
Permanent Bridge, Main Channel, Section "O"	18,238.15
Total	$46,734.76

Pittsburgh, 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 dated April 20, 1897 (pages 3966-7), this Company continued to do work in connection with its temporary and permanent crossings of the Main Channel on contract Section "O."

In accordance with Paragraph 2 of Clause V of its contract mentioned above, this Company was entitled to a sum of money sufficient to defray the cost of the maintenance and repairs of a fixed bridge crossing the Main Channel on contract Section "O." The computations determining the amount were made by the Chief Engineers of the P. C. C. & St. L. Ry. Co. and the Sanitary District. A report on same was made to the Board on November 6th (pages 7467-8) and the amount ordered paid. The joint certificate of the Chief Engineers appears on page 7468.

The amounts vouchered to this Company during the year are as follows:

Construction:	
Temporary trestles, Section "O"	$ 3,282.11
Permanent Bridge, Section "O"	2,385.05
Capitalization:	
Permanent bridge, Section "O"	36,476.30
Total	$42,143.46

The Chicago Junction Railway Company (Formerly Union Stock Yards and Transit Company).

In accordance with its contract with the Sanitary District, dated November 13,

1895 (pages 2923-5), this Company continued operations at the Pan Handle crossing on contract Section "O."

In accordance with Paragraph 2, of Clause V, of the contract mentioned above, this Company was entitled to a sum of money sufficient to defray the cost of the maintenance and repairs of a fixed bridge crossing the Main Channel on contract Section "O." The computations determining the amount were made by the Chief Engineers of the C. J. Ry. Co. and the Sanitary District and a voucher for the total amount was passed by the Board on September 25th (page 7414). The joint certificate of the Chief Engineers appears on pages 7455-6 of the Proceedings for October 30th.

The amounts vouchered to this Company during the year are as follows:

Construction:	
Temporary trestles, Section "O"	$ 906.63
Permanent bridge, Section "O"	1,007.41
Capitalization:	
Permanent bridge, Section "O"	18,238.15
Total	$20,152.19

Illinois Central Railroad Company (Lessee of the Chicago, Madison and Northern Railroad Company).

During the year, this Company did certain work at its crossing of the Pan Handle tracks on Section "O" for which the following amounts were vouchered:

Account Pan Handle temporary structures	$171.62
Account Pan Handle permanent bridge	208.95
Total	$380.57

The Santa Fe System (The Atchison, Topeka and Santa Fe Railway Company. Chicago, Santa Fe and California Railway Company).

During the year, this Company did certain work at its crossing of the Pan Handle tracks on Section "O," for which vouchers to the amount of $104.31 were issued.

In accordance with its general agreement with the Sanitary District, dated May 25, 1896, this Company did considerable work during the year in connection with the raising of its tracks on contract Section "K," said work having become necessary on account of the new alignment of the Belt Railway; and, with the exception of changing its interlocking system, was practically completed at the end of the year. The bills covering the bulk of the cost of this work were not vouchered during the year. The amount vouchered during 1901 was $81.52.

As was stated in this report under the head of "Stevens Street Subway and Santa Fe crossing of same, Section 8," this Company has agreed that the cost of the subway and crossing is to be borne equally by it and the Sanitary District. The work is completed, but a final settlement was not effected during the year.

In accordance with the direction of the Board dated February 7, 1900 (pages 6281-2), this Company continued to raise its tracks at Joliet, in order to protect same from the high water occasioned by the increased flow in the Desplaines River Channel, and finished the work at the end of the year. No vouchers were issued on this account during the year.

The Belt Railway Company of Chicago (The Belt Railway of Chicago and the Chicago and Western Indiana Railroad Company).

In accordance with its agreement with this District dated January 4, 1899 (pages

5396-5401), this Company completed during the year the work of changing its interlocking system, made necessary on account of its new alignment on contract Section "K." Vouchers amounting to $16,694.51 were issued to this Company during the year.

Chicago, Rock Island and Pacific Railway Company.

One voucher, amounting to $48.66, was issued to this Company for extra expense incurred in making delivery on account of the condition of the C. T. T. R. R. Co.'s crossing of the Chicago River, near Taylor Street.

PUBLIC CORPORATIONS.

CITY OF CHICAGO.

On January 9th (page 6938), a communication from Mr. Rickard O'S. Burke, Superintendent of Sewers of the City of Chicago, requesting the return of certain specifications for the machinery of the Thirty-ninth Street and Lawrence Avenue Pumping Stations, was presented to the Board and referred to a Special Committee. No report was made to the Board during the year.

On February 13th (page 6996), a communication from Mr. John Ericson, Engineer of the City of Chicago, accepting the Taylor Street Highway Bridge, crossing the Chicago River, was presented to the Board and was ordered printed and placed on file. The acceptance is dated January 30, 1901, and appears on page 6996 of the Proceedings.

On February 27th (page 7020), Trustee Webb submitted to the Board the proposed agreement between the Sanitary District and the City of Chicago for the lease of the water power of the Canal. The proposed agreement was received and placed in custody of the Clerk.

On November 13th (page 7486), a communication from Mr. William Loeffler, Clerk of the City of Chicago, in reference to the ordinance granting the District permission to construct a switch track across South Western Avenue, was presented to the Board and referred to the Sub-Committee having the matter in charge. No report on same was made to the Board during the year.

On the same date (pages 7485-6), a communication from Mr. F. W. Blocki, Commissioner of Public Works, in reference to the site purchased by the City of Chicago for the location of the Lawrence Avenue Pumping Station and in reference to the Lawrence Avenue outfall sewer, was presented to the Board and referred to the Special Committee of the North Branch of the Chicago River. No report on same was made to the Board during the year.

On November 27th (page 7494), a communication from Mr. F. W. Blocki, Commissioner of Public Works of the City of Chicago, in reference to the payment of bills for inspection work of the intake shaft of the water pipe tunnel at Throop (Main) Street, was presented to the Board and referred to the Committee on Engineering; and on December 4th (page 7508), the Board instructed its Clerk to notify the said Commissioner of Public Works, that since the work was done by the Sanitary District and was properly inspected by its own employes, that the inspection bills of the City be disallowed.

On December 18th (page 7588), a communication from Mr. F. W. Blocki, Commissioner of Public Works of the City of Chicago, in reference to the proportionate cost to be borne by the Sanitary District of Chicago for the increased size of buildings and foundations for the Thirty-ninth Street Pumping Station, was presented to the Board and referred to the Committee on Engineering. No report on same was made to the Board during the year.

On December 27th (page 7692), a communication from Mr. F. W. Blocki, Commissioner of Public Works of the City of Chicago, in reference to the approval of plans for the building of foundations for the pumps and engines at the Thirty-ninth Street Pumping Station, was presented to the Board and referred to the Committee on Engineering. No report on same was made to the Board during the year.

THE CANAL COMMISSIONERS.

Under the decision of the Supreme Court of the State of Illinois, dated June 19, 1901, it was held not to be the duty of the Sanitary District to maintain the water at

the summit level in the Illinois and Michigan Canal by the operation of the Bridgeport Pumping Works. On July 1st (pages 7307-9), President Jones submitted a message to the Board, informing it of the decision of the Supreme Court and of the desire of the Canal Commissioners to assume all of the obligations of operating the Bridgeport Pumping Works; and recommended that the lease of the pumping works held by the District from the City of Chicago be assigned to the Canal Commissioners and that the President and Clerk be authorized to enter into an agreement with the Canal Commissioners to that effect. The Board concurred in the recommendations contained in said message on the same date. The assignment, which bears date of July 1, 1901, appears on pages 7308-9 of the Proceedings.

On July 1st (page 7309), the Board directed the Chief Engineer to take an inventory of the property at the Bridgeport Pumping Works and that a receipt be taken therefor from the Canal Commissioners. The inventory was taken as directed and placed in the files of the Sanitary District.

WATER POWER DEVELOPMENT.

On February 27th (pages 7006-8), President Jones presented a message to the Board wherein it was stated that the Supreme Court of the State of Illinois had rendered a decision prohibiting the City of Chicago from issuing bonds for the development of the water power created by the Sanitary District and that, in all probability, a number of years would elapse before the said City would be in a position to carry out such a project: That, in view of these circumstances, the most effective way to give the taxpayers the benefits of this water power would be for the Sanitary District to present a bill to the Illinois General Assembly asking for the right to develop and install the water power created by the construction of its channel and to levy an additional tax for the purpose of developing this power for the lighting of the City of Chicago and other cities or villages lying wholly or in part within the Sanitary District. The message was referred to the Committee of the Whole and, on the same date (pages 7020-36), the Board adopted the recommendations contained in the said message. The history of the project for water power development up to the time of the submission of this message, together with sundry data in connection therewith is contained in the majority report, which appears on pages 7021-35 of the Proceedings. The bill was presented to the General Assembly, but the Trustees were unable to secure favorable action by the committees of that body.

As was stated in this report under the head of "City of Chicago," Trustee Webb, on February 27th (page 7020), submitted to the Board the proposed agreement between the Sanitary District and the City of Chicago for the lease of the water power of the Canal. The proposed agreement was received and placed in the custody of the Clerk of the District.

Work was continued in connection with the establishment of machinery for the purpose of generating electric light and power for local purposes at the controlling works, and vouchers to the amount of $12,627.51 were issued during the year on this account. Details of the year's work are shown in this report under the head of "Section 15, Controlling Works."

INTERCEPTING SEWER SYSTEM.

The rate of progress made by the contractors for the City of Chicago on the Thirty-ninth Street and Lawrence Avenue Conduits was so slow that on March 13th (pages 7051-2), the Board of Trustees passed resolutions wherein it was pointed out that the failure to complete the work on contract time is a menace to the health of this community and that the District demand a compliance with its agreement with the City; and that in the event of a failure on the part of the City to immediately enter into the fulfillment of its contract duties, that the President of the Board and the Law Department of the Sanitary District begin such legal proceedings as will enforce the performance of the said contracts.

Preparatory work by the second contractor, Agnew & Co., was begun on the Thirty-ninth Street Conduit in the month of April and actual construction work was begun about October 1st. These contractors completed 980 lineal feet of conduit during the year, which, together with the work done by the Star Construction & Dredging Co., namely, 6,259 lineal feet, amounted to 7,239 lineal feet, or about 60 per cent. of the entire length of the conduit. At the rate of progress made by the present contractors, the conduit will be completed in the early part of the year 1903.

The total length of the proposed Lawrence Avenue Conduit is about 12,000 feet. Of this stretch, Farley & Green, contractors for the work, completed 4,346 feet, or about 36 per cent. This contract was placed in

the hands of a Receiver during the year, and, after having been carried on for about two months in that manner the work was entirely abandoned in September. The City of Chicago then made preparations to complete the work by day labor, but was prevented from doing so by injunction proceedings.

On March 27th (page 7129), a communication from a Mr. George Richardson was presented to the Board, wherein it was alleged that the specifications for the construction of the Thirty-ninth Street Conduit were so worded as to allow the use of wood for brick. The communication was referred to the Committee on Engineering, and, on April 10th (pages 7148-50), the Board adopted a report of said Committee on the matter and ordered the said communication placed on file. This report was accompanied by a communication from the Chief Engineer of the District, to whom the matter was referred for investigation, in which was stated that "the methods of construction pursued have been wise and satisfactory."

In the agreement with the City of Chicago for the construction of the intercepting sewer system, it was provided that the Sanitary District may, at its own expense, increase the capacity of the pumping stations, should the circumstances so require. The Sanitary District found it necessary to provide for an increased flow into the Main Channel via the Thirty-ninth Street Conduit—from 40,000 to 120,000 cubic feet per minute—and, accordingly, made provisions for the increased machinery required.

On June 26th (page 7305-6), a report from the Chief Engineer on the condition of work on the Thirty-ninth Street Conduit was presented to the Board and a special committee was appointed to consider said communication; also the matter of the machinery for the pumping station in connection therewith, and to urge upon the City the necessity for greater progress.

On December 18th (page 7588), a communication from Mr. F. W. Blocki, Commissioner of Public Works of Chicago, in reference to the proportionate cost to be borne by the District and the City for the increased size of the buildings and foundations for the Thirty-ninth Street Pumping Station, was referred to the Committee on Engineering. An arrangement was made by both parties whereby the Sanitary District assumes 40 per cent. and the City 60 per cent., of the increased cost.

On December 27th (page 7687), the Board ordered the advertisement for proposals for two additional pumping engines for the Thirty-ninth Street Pumping Station, with a capacity of 40,000 cubic feet per minute each, the bids for same to be opened on March 5, 1902. On the same date (page 7692), a communication from Mr. Blocki, in reference to the approval of plans for the building of foundations for the pumps and engines at the Thirty-ninth Street Pumping Station, was referred to the Committee on Engineering.

BRIDGEPORT PUMPING WORKS.

The plant at the Bridgeport Pumping Works was laid up during the winter months, a small force being retained in the service to prevent it from freezing up. On April 24th, the pumps were put in full operation and continued until June 30th, at which time the lease from the City of Chicago was assigned to the Canal Commissioners, who operated the pumps from that time on. The assignment bears date of July 1, 1901, and appears on pages 7308-9 of the Proceedings. The cost to the District for the year 1901 for carrying on the pumping until July 1st, together with the repairs made, was $11,987.77.

As was stated in this report under the head of "The Canal Commissioners," the Board, on July 1st (page 7309), directed the Chief Engineer to take an inventory of the property at these works and that a receipt be taken therefor from the Canal Commissioners. The inventory was taken as directed and placed in the files of the Sanitary District.

NEW CONTROLLING WORKS.

On May 22nd (page 7200), a communication from Mr. Ossian Guthrie, requesting the Board to resume the consideration of constructing controlling works in the vicinity of Kedzie and California Avenues, and to award him the premium offered for the best plan for same, was referred to the Committee on Engineering and, on May 29th (pages 7205-6), the Board rejected the claim and ordered his communication placed on file.

On September 25th (page 7421), a communication from Mr. Ossian Guthrie requesting a reconsideration by the Board of its action of May 29th, was presented, and the Board rejected all plans and designs heretofore submitted for the construction of controlling works for the Chicago River, and ordered the said communication placed on file.

ILLINOIS RIVER VALLEY.

On January 23rd (pages 6959-67), a communication from Mr. John L. Matthews, on the commerce and industries of the Illinois and Mississippi Valleys and how those interests will be affected by the construction of the proposed deep waterway, was received by the Board and ordered printed in the Proceedings.

On May 29th (page 7207), the Board passed a resolution directing the Committee on Engineering to make an investigation and report on the advisability of removing the dams at Henry & Copperas Creek in the Illinois River. No report on same was made during the year.

On October 30th (pages 7460-2), Trustee Wenter, Chairman of the Committee on Federal Relations, presented to the Board the petition of the Illinois River Valley Association for an appropriation, by Congress, for a survey and estimate of cost for the construction of a deep waterway from Lockport, Illinois, to St. Louis, Missouri, and the bill for same as presented to Congress in the month of December, 1900. The matter was ordered printed in the Proceedings.

On December 4th (page 7509), a petition from the owners of real estate adjacent to the Illinois River, requesting the removal of the lock and dam at Copperas Creek, was referred to the Joint Committee on Judiciary and Engineering. No report was made on same during the year.

On December 11th (page 7522), a communication from the Illinois River Valley Association, requesting the Board's cooperation to secure from the Congress, then in session, an appropriation for surveys for the improvement of the Illinois River, was referred to the Committee on Federal Relations. No report was made on same during the year.

ORGANIZATION.

The work of the Engineering Department continued to be carried on through three Divisions, namely: Drafting and Designing; Construction, and Records. The changes made in the organization of the engineering staff were as follows: On January 28th, Mr. C. R. Dart was appointed as Assistant Engineer in charge of the Bridges. On July 12th, Mr. W. T. Keating severed his connection with the District. On July 21st, Mr. G. M. Wisner was promoted from the position of Assistant Engineer to that of Assistant Chief Engineer.

The variety and value of the work done for the year in the several divisions is shown in the monthly reports published in the Proceedings as follows: January (7013-16); February (7094-7); March (7166-8); April (7193-6); May (7219-23); June (7348-52); July (7391-5); August (7415-19); September (7440-5); October (7503-7); November (7590-3). The monthly report for December appears in the Proceedings for January 30, 1902 (pages 7725-8).

The largest number of employes in the service of this Department was 58, in the months of November and December, and the smallest number was 39, in the months of January, March and April.

The cost of the Engineering Department from its organization to December 31, 1901, was $1,615,382.00. The total value of construction work accomplished during the same period was $25,485,906.93. The cost of engineering (which includes items of every description outside of construction) compared with the earnings on construction account, is about 6.3 per cent.

MISCELLANEOUS.

The miscellaneous items forming part of the Proceedings of the District and which have more or less connection with this Department are as follows:

Date.	Page of Proceedings.	Subject.
Feb. 6	6988	Authority of the Chief Engineer to sell stone near Joliet.
March 6	7042	Order for advertisement for sale of stone along Main Channel.
April 10	7150	Communication reporting that no bids were received for sale of stone.
April 10	7150	Matter of sale of stone referred to the Committee on Engineering.
Aug. 14	7388	Presentation and rejection of bids for sale of second-hand timber.
Dec. 4	7508	Transmission by Chief Engineer of voucher for Racine Boat Company.
Dec. 27	7687	Report by Chief Engineer on sale of copper wire.

CONCLUSION.

I wish to express my appreciation of the harmonious workings of the several departments of this District with each other. A harmony which has been conducive to the best results in the administration of affairs which demand co-operation and mutual assistance from the heads of departments and the working forces under them.

For your own help in carrying out the work which you have intrusted to me and for the confidence which you have reposed in me I wish to make my cordial acknowledgment, and to conclude with my congratulations for your successful beginning of the 20th Century.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO LEASE OF DOCKAGE LANDS TO THE DELANEY STONE COMPANY.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, accompanied by form of lease to the Delaney Stone Company, for certain dockage lands, the report recommending that the President and Clerk be authorized to execute said lease in the form as presented.

The following is the report:

CHICAGO, June 25, 1902.

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

GENTLEMEN — The Committee on Finance, to which was referred the communication of the Delaney Stone Company, containing a proposition for a lease of dockage lands belonging to the District, herewith presents a form of lease to be executed by the District with the above mentioned party.

Said lease is for the term ending December 31, 1902, at a rental of $2 00 per lineal foot of water front, and is in conformity with the form ordered by the Board of Trustees for use in cases as above.

The Committee therefore recommends that the President and Clerk be authorized and directed to execute said lease on behalf of the District to the party as above set forth; the said party having executed the same, and having complied with the terms and conditions thereof.

Respectfully submitted,

Z. R. CARTER,
Chairman.
JOS. C. BRADEN,
FRANK WENTER.
THOMAS A. SMYTH,
WM. LEGNER,
ALEX. J. JONES,
FRANK X. CLOIDT,
Committee on Finance.

(Three enclosures.)

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

The roll being called, the motion was carried by the following vote:

Yeas— Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of lease to the Delaney Stone Company:

THIS INDENTURE MADE This fifteenth day of April, A. D. 1902, between the Sanitary District of Chicago, party of the first part, and the Delaney Stone 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 County of Cook and State of Illinois, known and described as follows, to wit:

A strip of land in the northwest quarter of Section fourteen, Township thirty-seven north. Range eleven, East of the Third Principal Meridian, described as follows: Beginning at a point on the southeasterly bank of the Main Drainage Channel opposite station 959, on said Main Drainage Channel; running thence northeasterly along said southeasterly bank for a distance of two hundred feet; running thence southeasterly on a line at right angles with said southeasterly bank of said Main Drainage Channel for a distance of two hundred feet; running thence southwesterly and parallel to the southeasterly bank of said Main Drainage Channel for a distance of two hundred feet; running thence northwesterly to the point of beginning.

Also an approach to said above described

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—TABLE No. 1.

CLASSIFIED STATEMENT OF EXPENDITURES TO DECEMBER 31, 1901.

CLASSIFICATION.	DISBURSEMENTS FOR THE YEAR 1901.			TOTAL DISBURSEMENTS TO DECEMBER 31, 1901.		
	Engineering.	Construction.	Capitalization and Maintenance of Bridges.	Engineering.	Construction.	Capitalization and Maintenance of Bridges.
Preliminary Sundries				$ 120,633 75		
Locating Route, Main Channel				32,222 94		
Borings and Test Pits				21,724 23		
Maps and Plans for General Use	$ 2,367 36			61,597 87		
Chicago River Surveys	382 82			69,064 03		
Right of Way	994 48			43,259 27		
Hydraulic Measurements	11,854 42			51,717 39		
Mortar, Sand and Cement Tests	2,969 28			45,545 01		
Erosion Tests				2,750 30		
Temporary Sanitary Relief				237 60		
Photographs of Works	2,044 71			15,887 95		
Public Reports	7 20			3,587 36		
Remeasurement of Main Channel				5,283 82		
Effect of Main Channel on Lake Levels				1,798 38		
State Inspection of Canal				60 20		
Relief Map for Paris Exposition				718 02		
Thirty-ninth Street Conduit	1,177 74			1,615 49		
Chicago River Expert Commission	19,669 20			19,669 20		
Illinois River Valley Work	2,889 33			2,889 33		
General Account				71,947 23		
Chicago River Dredging, Docking, etc	21,276 14	$ 179,973 66		86,409 11	$1,183,084 97	
State Street Bridge, Chicago River	1,062 09	6,000 00		1,147 92	18,000 00	
Randolph Street Bridge, Chicago River	2,765 68	16,922 39		2,797 15	28,922 39	
Van Buren Street Approach Span, Chicago River		387 45		1,519 55	35,443 11	
Harrison Street Bridge, Chicago River	2,034 35	1,750 00		2,231 26	19,750 00	
Polk Street Bridge, Chicago River	215 61	6,000 00		268 20	18,000 00	
Taylor Street Bridge, Chicago River	94 14	25,082 66		4,856 41	107,408 96	
C. T. T. R. R. Co.'s Bridge, Chicago River	6,780 07	118,320 91		17,511 26	335,938 01	
Eighteenth Street Bridge, Chicago River	407 11	6,000 00		506 49	18,000 00	
Canal Srreet Bridge, Chicago River	5,969 27	47,580 99		6,868 22	68,080 99	
Main Street Bridge, Chicago River	6,062 68	65,647 87		6,260 95	83,647 87	
Ashland Avenue Bridge, Chicago River	5,526 70	37,423 24		5,637 30	52,423 24	
Main Channel and River Diversion Excavation, etc	3,868 79	12,776 56		604,147 25	19,494,326 11	
Western Avenue Temporary Bridge, Main Channel, Section "O"				1,607 97	13,021 38	
Pan Handle Temporary Bridge, Main Channel, Section "O"	312 13	8,133 02		8,528 40	140,124 55	
Southwest Boulevard Bridge, Main Channel, Section "O"	26 25	818 40		12,059 27	152,100 07	
Pan Handle Permanent Bridge. Main Channel, Section "O"	4,263 15	27,670 03	$ 72,952 60	33,442 34	606,370 20	$ 72,952 60
California Avenue Permanent Bridge, Main Channel, Section "O"				206 38		
The A. T. & S. F. R'y Co.'s Temporary Bridge, Main Channel, Section "N"				428 69	3,600 69	
C. M. & N. R. R. Co.'s Permanent Bridges, Main Channel and Kedzie Avenue, Section "N"				8,386 66	193,780 49	58,954 50
Kedzie Avenue Permanent Bridge, Main Channel, Section "N"				3,237 40	43,559 81	
The A. T. & S. F. R'y Co.'s Permanent Bridge, Main Channel, Section "N"				5,537 92	81,574 56	28,748 60
Belt Railway Company of Chicago's Temporary Bridge, Main Channel, Section "K"	110 00	2,828 60		3,161 76	24,349 60	
Belt Railway Company of Chicago's Permanent Bridge, Main Channel, Section "K"	2,709 30	17,272 67		11,902 46	207,449 94	93,046 50
The A. T. & S. F. R'y Co.'s Permanent Bridge, Main Channel, Section "G"				5,734 26	114,305 72	33,207 60
Lyons-Summit Road Temporary Bridge, Main Channel, Section "E"				839 05	4,358 02	
Lyons-Summit Road Permanent Bridge, Main Channel, Section "F"				2,560 88	41,193 18	
C. T. T. R. R. Co.'s Temporary Bridge, Main Channel, Section "E"				541 57	7,227 12	
C. T. T. R. R. Co.'s Permanent Bridge, Main Channel, Section "E"		44 18	20,461 40	3,676 19	50,962 87	20,461 40
Willow Springs Road Temporary Bridge, Main Channel, Section 1				9 00	1,912 00	
Willow Springs Road Permanent Bridge, Main Channel, Section 1				1,385 52	23,167 40	
The A. T. & S. F. R'y Co.'s Permanent Bridge, Main Channel and Stevens Street Subway, Section 8	100 00	13,658 76		9,392 50	160,639 59	47,591 00
Lemont Road Temporary Bridge, Main Channel, Section 8					1,115 09	
Lemont Road Permanent Bridge, Main Channel, Section 8				1,414 39	28,071 57	
Western Stone Co.'s Temporary Bridge, Main Channel, Section 9					1,012 30	
Romeo Road Temporary Bridge, Main Channel, Section 12					1,086 87	
Romeo Road Permanent Bridge, Main Channel, Section 12	238 30	1,662 87		2,201 03	32,247 05	
The A. T. & S. F. Ry. Co.'s Permanent Bridge, Desplaines River, Section "F"				891 45	19,210 73	6,215 80
Lyons-Summit Road Temporary Bridge, Desplaines River, Section "E"				60 00		
Lyons-Summit Road Permanent Bridge, Desplaines River, Section "E"				1,632 97	13,220 47	
C. T. T. R. R. Co.'s Temporary Bridge, Desplaines River, Section "E"				701 00	4,840 52	
C. T. T. R. R. Co.'s Permanent Bridge, Desplaines River, Section "E"			5,655 00	2,269 35	24,792 83	5,655 00
The A. T. & S. F. R'y Co.'s Temporary Bridge, Desplaines River Section 8				770 72	18,738 80	
The A. T. & S. F. R'y Co.'s Permanent Bridge, Desplaines River Section 8				3,454 17	23,275 07	14,432 20
Lemont Road Permanent Bridge, Desplaines River, Section 8				985 66	22,329 89	
Western Stone Company's Permanent Bridge, Desplaines River, Section 10				1,157 05	15,983 63	
Disposal Works and Joliet Project	7,115 28	73,097 94		154,615 17	1,583,084 91	
Bear Trap Dam Permanent Bridge, Section 15		151 15		699 52	7,873 35	
Lockport Road Permanent Bridge, Section 16			7 25	1,037 27	17,095 88	7 25
Wire Mills Road Temporary Bridge, Section 16					1,500 00	
Wire Mills Road Permanent Bridge, Section 16			7 30	1,348 42	20,906 28	7 30
E. J. & E. R. R. Co.'s Permanent Bridge, between Sections 16 and 17				1,653 94	41,984 62	
Tow Path Temporary Bridge, Section 17				10 00	2,753 92	
Tow Path Permanent Bridge, Section 17				1,069 18	30,735 35	
Cass Street Permanent Bridge, Section 18				3,510 61	45,545 10	
Jefferson Street Temporary Bridge, Section 18				1,311 32	15,242 02	
Jefferson Street Permanent Bridge, Section 18				3 747 18	48,562 32	
C. R. I. & P. R. R. Co.'s Temporary Bridge, Section 18				223 57	5,887 64	
C. R. I. & P. R. R. Co.'s Permanent Bridge, Section 18			9,763 40	2,187 81	39,399 83	9,763 40
Mt. Forest Foot Bridge, Illinois and Michigan Canal, Section A				32 17		
Life Saving Apparatus along Main Channel		5 25		406 66	9,671 97	
Improvement of Illinois and Michigan Canal, between Bridgeport and Lockport		206 91		2,969 60	77,016 08	
Southwest Boulevard Subway under Pan Handle Tracks	13 34			13 34		
Totals	$ 115,306 92	$ 669,213 21	$ 108,846 95	$ 1,615,382 21	$25,485,906 93	$ 391,043 15
Not passed by the Board of Trustees in 1901				908 60	74 569 90	
Clerk's net Expenditures to December 31, 1901				$ 1,614,473 61	$ 25,411,337 03	$ 391,043 15

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—TABLE NO. 2.

STATEMENT SHOWING CONDITION OF CONSTRUCTION CONTRACTS DECEMBER 31, 1901—VALUES.

CLASSIFICATION.	Approximate Estimate.	EARNED. Chicago River Dredging, Docking, Etc.	Bridge Construction, Chicago River.	Main Channel Construction.	Bridge Construction, Main Channel.	River Diversion Construction.	Bridge Construction, River Diversion.	Controlling Works at Lockport.	Bridge Construction, Controlling Works.	Joliet Project.	Bridge Construction, Joliet Project.	I. & M. Canal Improvement Near Bridgeport.
Chicago River, Dredging, Docking, etc.	$687,466 88	$669,664 38										
Chicago River, By-passes	540,368 44	540,368 44										
Section O	665,251 19			$504,991 61	* $153,145 93							
Section N	287,432 44			281,499 70	3,600 69							
Section M	162,235 22			162,235 22								
Section L	221,286 16			217,287 06								
Section K	334,672 47			305,322 87	24,349 60							
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	398,425 95			322,798 22		$75,627 73						
Section E	798,813 69			753,296 12	† 11,585 14	29,091 91	$4,840 52					
Section D	594,919 83			592,039 29		2,880 54						
Section C	484,259 40			444,124 22		40,135 18						
Section B	498,587 76			439,136 42		59,451 34						
Section A	917,325 81			801,584 08		115,741 73						
Section 1	1,356,510 66			1,210,660 37	1,912 00	143,938 29						
Section 2	940,975 86			877,785 00		63,190 86						
Section 3	842,507 20			842,168 78		338 42						
Section 4	1,059,361 36			976,056 93		83,304 43						
Section 5	755,860 92			749,207 28		6,653 64						
Section 6	745,016 33			689,104 96		55,911 37						
Section 7	797,495 93			731,302 74		66,193 19						
Section 8	1,021,718 84			912,181 05	1,115 09	89,683 90	18,738 80					
Section 9	819,424 30			794,838 28	1,012 30	23,573 72						
Section 10	1,009,136 70			930,407 12		78,729 58						
Section 11	841,571 92			797,717 50		43,854 42						
Section 12	883,832 72			860,977 33	1,086 87	21,768 52						
Section 13	821,201 19			821,201 19								
Section 14	932,350 60			932,350 60								
Section 15	552,033 46			551,915 85		117 61						
Controlling Works	328,915 08							$322,515 83				
Section 16	104,439 83									$102,939 83	$1,500 00	
Section 17	604,000 00									593,201 94	2,753 92	
Section 18	589,989 25									568,859 59	‡ 21,129 66	
State Street Bridge, Chicago River	165,548 35		$18,000 00									
Randolph Street Bridge, Chicago River	212,405 84		30,460 23									
Van Buren Street Approach Span, Chicago River	35,443 11		35,443 11									
Harrison Street Bridge, Chicago River	183,210 49		20,000 00									
Polk Street Bridge, Chicago River	18,000 00		18,000 00									
Taylor Street Bridge, Chicago River	107,408 96		107,408 96									
C. T. T. R. R. Co.'s Bridge, Chicago River	447,850 36		335,938 01									
Eighteenth Street Bridge, Chicago River	18,000 00		18,000 00									
Canal Street Bridge, Chicago River	144,985 30		76,991 44									
Main Street Bridge, Chicago River	164,361 20		96,800 82									
Ashland Avenue Bridge, Chicago River	151,961 91		57,465 00									
Southwest Boulevard Bridge, Main Channel, Section O	156,100 07				152,100 07							
Eight-Track Bridge, Main Channel, Section O	647,599 81				617,655 40							
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N	180,777 54				180,777 54							
C., M. & N. R. R. Co.'s Viaduct, Kedzie Avenue, Section N	13,002 95				13,002 95							
Kedzie Avenue Bridge, Main Channel, Section N	43,559 81				43,559 81							
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N	81,574 56				81,574 56							
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K	223,449 94				207,449 94							
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section G	114,305 72				114,305 72							
Lyons-Summit Road Bridge, Main Channel, Section F	41,193 18				41,193 18							
C. T. T. R. R. Co.'s Bridge, Main Channel, Section E	50,962 87				50,962 87							
Willow Springs Road Bridge, Main Channel, Section 1	23,167 40				23,167 40							
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, and Stevens Street Subway, Section 8	160,639 59				160,639 59							
Lemont Road Bridge, Main Channel, Section 8	28,071 57				28,071 57							
Romeo Road Bridge, Main Channel, Section 12	32,247 05				32,247 05							
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section F	19,210 73						19,210 73					
Lyons-Summit Road Bridge, Desplaines River, Section E	13,220 47						13,220 47					
C. T. T. R. R. Co.'s Bridge, Desplaines River, Section E	24,792 83						24,792 83					
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section 8	23,275 07						23,275 07					
Lemont Road 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					
Bear Trap Dam Bridge, Controlling Works, Section 15	7,873 35								$7,873 35			
Lockport Road Bridge, Section 16	17,095 88										17,095 88	
Wire Mills Road Bridge, Section 16	20,906 28										20,906 28	
E. J. & E. R. R. Co.'s Bridge, between Sections 16 and 17	41,984 62										41,984 62	
Tow Path Bridge, Section 17	31,707 08										31,707 08	
Cass Street Bridge, Section 18	45,545 10										45,545 10	
Jefferson Street Bridge, Section 18	48,562 32										48,562 32	
C., R. I. & P. Ry. Co.'s Bridge, Section 18	39,399 83			9,671 97							39,399 83	
Life saving apparatus along Main Channel	9,671 97											
Illinois and Michigan Canal improvement at Bridgeport	77,016 08											$77,016 08
Totals	$26,530,778 08	$1,210,032 82	$814,507 57	$18,540,849 74	$1,944,515 27	$1,000,186 38	$142,391 94	$322,515 83	$7,873 35	$1,265,001 36	$270,584 69	$77,016 08
		814,507 57		1,944,515 27		142,391 94		7,873 35		270,584 69		
Totals		$2,024,540 39		$20,485,365 01		$1,142,578 32		$330,389 18		$1,535,586 05		

CLASSIFICATION.	PAID. Chicago River Dredging, Docking, Etc.	Bridge Construction, Chicago River.	Main Channel Construction.	Bridge Construction, Main Channel.	River Diversion Construction.	Bridge Construction, River Diversion.	Controlling Works at Lockport.	Bridge Construction, Controlling Works.
Chicago River, Dredging, Docking, etc.	$614,983 53							
Chicago River, By-passes	540,368 44							
Section O			$504,991 61	$153,145 93				
Section N			281,499 70	3,600 69				
Section M			162,235 22					
Section L			217,287 06					
Section K			305,322 87	24,349 60				
Section I			289,846 00					
Section H			336,378 06					
Section G			402,763 92					
Section F			303,092 21		$75,627 73			
Section E			734,297 17	11,585 14	29,091 91	$4,840 52		
Section D			592,039 29		2,880 54			
Section C			444,124 22		40,135 18			
Section B			439,136 42		59,451 34			
Section A			801,584 08		115,741 73			
Section 1			1,203,764 71	1,912 00	143,938 29			
Section 2			877,785 00		63,190 86			
Section 3			842,168 78		338 42			
Section 4			976,056 93		83,304 43			
Section 5			749,207 28		6,653 64			
Section 6			689,104 96		55,911 37			
Section 7			731,302 74		66,193 19			
Section 8			912,181 05	1,115 09	89,683 90	18,738 80		
Section 9			794,838 28	1,012 30	23,573 72			
Section 10			930,407 12		78,729 58			
Section 11			797,717 50		43,854 42			
Section 12			860,977 33	1,086 87	21,768 52			
Section 13			821,201 19					
Section 14			932,350 60					
Section 15			551,915 85		117 61			
Controlling Works								$319,495 54
Section 16								
Section 17								
Section 18								
State Street Bridge, Chicago River		$18,000 00						
Randolph Street Bridge, Chicago River		25,794 81						
Van Buren Street Approach Span, Chicago River		35,443 11						
Harrison Street Bridge, Chicago River		19,750 00						
Polk Street Bridge, Chicago River		18,000 00						
Taylor Street Bridge, Chicago River		107,408 96						
C. T. T. R. R. Co.'s Bridge, Chicago River		335,938 01						
Eighteenth Street Bridge, Chicago River		18,000 00						
Canal Street Bridge, Chicago River		67,030 99						
Main Street Bridge, Chicago River		74,982 18						
Ashland Avenue Bridge, Chicago River		50,028 29						
Southwest Boulevard Bridge, Main Channel, Section O				152,100 07				
Eight-Track Bridge, Main Channel, Section O				586,610 20				
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N				180,777 54				
C., M. & N. R. R. Co.'s Viaduct, Kedzie Avenue, Section N				13,002 95				
Kedzie Avenue Bridge, Main Channel, Section N				43,559 81				
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N				81,574 56				
Belt Ry. Co. of Chicago's Bridge, Main Channel, Section K				207,069 44				
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section G				114,305 72				
Lyons-Summit Road Bridge, Main Channel, Section F				41,193 18				
C. T. T. R. R. Co.'s Bridge, Main Channel, Section E				50,962 87				
Willow Springs Road Bridge, Main Channel, Section 1				23,167 40				
A., T. & S. F. Ry. Co.'s Bridge, Main Channel, and Stevens Street Subway, Section 8				160,639 59				
Lemont Road Bridge, Main Channel, Section 8				28,071 57				
Romeo Road Bridge, Main Channel, Section 12				32,247 05				
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section F						19,210 73		
Lyons-Summit Road Bridge, Desplaines River, Section E						13,220 47		
C. T. T. R. R. Co.'s Bridge, Desplaines River, Section E						24,792 83		
A., T. & S. F. Ry. Co.'s Bridge, Desplaines River, Section 8						23,275 07		
Lemont Road Bridge, Desplaines River, Section 8						22,329 89		
Western Stone Co.'s Bridge, Desplaines River, Section 10						15,983 63		
Bear Trap Dam Bridge, Controlling Works, Section 15								$7,873 35
Lockport Road Bridge, Section 16								
Wire Mills Road Bridge, Section 16								
E. J. & E. R. R. Co.'s Bridge, between Sections 16 and 17								
Tow Path Bridge, Section 17								
Cass Street Bridge, Section 18								
Jefferson Street Bridge, Section 18								
C., R. I. & P. Ry. Co.'s Bridge, Section 18								
Life saving apparatus along Main Channel			9,671 97					
Illinois and Michigan Canal improvement at Bridgeport								
Totals	$1,155,351 97	$770,376 35	$18,495,249 12	$ 1,913,089 57	$1,000,186 38	$ 142,391 94	$319,495 54	$ 7,873 35
		1,155,351 97		18,495,249 12		1,000,186 38		319,495 54
Totals		$1,925,728 32		$20,408,338 69		$1,142,578 32		$327,368 89

* $140,124.55=Pan Handle Temporary Bridge; $13,021.38=Western Avenue Temporary Bridge. † $7,226.12=C. T. T. R. R. Co.'s Temporary Bridge; $4,358.02=Lyons-Summit Road Temporary Bridge. ‡ $15,242.02=Jefferson Street Temporary Bridge; $5,887.64=C., R. I. & P. Ry. Co.'s Temporary Bridge.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—TABLE NO. 2.

STATEMENT SHOWING CONDITION OF CONSTRUCTION CONTRACTS DECEMBER 31, 1901—VALUES.

	EARNED.									PAID.											
	Main Channel Construction.	Bridge Construction, Main Channel.	River Diversion Construction.	Bridge Construction, River Diversion.	Controlling Works at Lockport.	Bridge Construction, Controlling Works.	Joliet Project.	Bridge Construction, Joliet Project.	I. & M. Canal Improvement Near Bridgeport.	Chicago River Dredging, Docking, Etc.	Bridge Construction, Chicago River.	Main Channel Construction.	Bridge Construction, Main Channel.	River Diversion Construction.	Bridge Construction, River Diversion.	Controlling Works at Lockport.	Bridge Construction, Controlling Works.	Joliet Project.	Bridge Construction, Joliet Project.	I. & M. Canal Improvement Near Bridgeport.	Obligations.
										$614,983 53											$72,483 35
										540,368 44											
	$504,991 61	* $153,145 93										$504,991 61	$153,145 93								7,113 65
	281,499 70	3,600 69										281,499 70	3,600 69								2,332 05
	162,235 22											162,235 22									
	217,287 06											217,287 06									3,999 10
	305,322 87	24,349 60										305,322 87	24,349 60								5,000 00
	289,846 00											289,846 00									
	336,378 06											336,378 06									
	402,763 92											402,763 92									
	322,798 22		$75,627 73									303,092 21		$75,627 73							19,706 01
	753,296 12	† 11,585 14	29,091 91	$4,840 52								734,297 17	11,585 14	29,091 91	$4,840 52						18,998 95
	592,039 29		2,880 54									592,039 29		2,880 54							
	444,124 22		40,135 18									444,124 22		40,135 18							
	439,136 42		59,451 34									439,136 42		59,451 34							
	801,584 08		115,741 73									801,584 08		115,741 73							
	1,210,660 37	1,912 00	143,938 29									1,203,764 71	1,912 00	143,938 29							6,895 66
	877,785 00		63,190 86									877,785 00		63,190 86							
	842,168 78		338 42									842,168 78		338 42							
	976,056 93		83,304 43									976,056 93		83,304 43							
	749,207 28		6,653 64									749,207 28		6,653 64							
	689,104 96		55,911 37									689,104 96		55,911 37							
	731,302 74		66,193 19									731,302 74		66,193 19							
	912,181 05	1,115 09	89,683 90	18,738 80								912,181 05	1,115 09	89,683 90	18,738 80						
	794,838 28	1,012 30	23,573 72									794,838 28	1,012 30	23,573 72							
	930,407 12		78,729 58									930,407 12		78,729 58							
	797,717 50		43,854 42									797,717 50		43,854 42							
	860,977 33	1,086 87	21,768 52									860,977 33	1,086 87	21,768 52							
	821,201 19											821,201 19									
	932,350 60											932,350 60									
	551,915 85		117 61									551,915 85		117 61							
					$322,515 83											$319,495 54					9,419 54
							$102,939 83	$1,500 00										$102,939 83	$ 1,500 00		
							593,201 94	2,753 92										588,894 35	2,753 92		12,351 73
							568,859 59	‡ 21,129 66										568,859 59	21,129 66		
											$18,000 00										147,548 35
											25,794 81										186,611 03
											35,443 11										
											19,750 00										163,460 49
											18,000 00										
											107,408 96										
											335,938 01										111,912 35
											18,000 00										
											67,030 99										77,954 31
											74,982 18										89,379 02
											50,028 29										101,933 62
		152,100 07											152,100 07								4,000 00
		617,655 40											586,610 20								60,989 61
		180,777 54											180,777 54								
		13,002 95											13,002 95								
		43,559 81											43,559 81								
		81,574 56											81,574 56								
		207,449 94											207,069 44								16,380 50
		114,305 72											114,305 72								
		41,193 18											41,193 18								
		50,962 87											50,962 87								
		23,167 40											23,167 40								
		160,639 59											160,639 59								
		28,071 57											28,071 57								
		32,247 05											32,247 05								
				19,210 73											19,210 73						
				13,220 47											13,220 47						
				24,792 83											24,792 83						
				23,275 07											23,275 07						
				22,329 89											22,329 89						
				15,983 63											15,983 63						
						$7,873 35											$7,873 35				
								17,095 88											17,095 88		
								20,906 28											20,906 28		
								41,984 62											41,984 62		
								31,707 08											30,735 35		971 73
								45,545 10											45,545 10		
								48,562 32											48,562 32		
								39,399 83											39,399 83		
	9,671 97											9,671 97									
									$77,016 08											$77,016 08	
	$18,540,849 74 1,944,515 27	$1,944,515 27	$1,000,186 38 142,391 94	$142,391 94	$322,515 83 7,873 35	$7,873 35	$1,265,001 36 270,584 69	$270,584 69	$77,016 08	$1,155,351 97	$770,376 35 1,155,351 97	$18,495,249 12	$ 1,913,089 57 18,495,249 12	$1,000,186 38	$ 142,391 94 1,000,186 38	$319,495 54	$ 7,873 35 319,495 54	$1,260,693 77	$269,612 96 1,260,693 77	$77,016 08	$1,119,441 05
	$20,485,365 01		$1,142,578 32		$330,389 18		$1,535,586 05				$1,925,728 32		$20,408,338 69		$1,142,578 32		$327,368 89		$1,530,306 73		

ige. † $7,226.12=C. T. T. R. R. Co.'s Temporary Bridge; $4,358.02=Lyons-Summit Road Temporary Bridge. ‡ $15,242.02=Jefferson Street Temporary Bridge; $5,887.64=C., R. I. & P. Ry. Co.'s Temporary Bridge.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT—TABLE NO. 3.

SCHEDULE OF CONSTRUCTION CONTRACTS—DECEMBER 31, 1901—QUANTITIES.

CLASSIFICATION.	CHICAGO RIVER.					MAIN CHANNEL.					DESPLAINES RIVER DIVERSION.			CONTROLLING WORKS.		JOLIET PROJECT.			
	Glacial Drift. Cubic Yards.	Solid Rock. Cubic Yards.	Masonry and Concrete. Cubic Yards.	Piles. Lineal Feet.	Docking. Lineal Feet.	Glacial Drift. Cubic Yards.	Solid Rock. Cubic Yards.	Retaining Wall. Cubic Yards.	Masonry and Concrete. Cubic Yards.	Piles. Lineal Feet.	Glacial Drift. Cubic Yards.	Solid Rock. Cubic Yards.	Masonry and Concrete. Cubic Yards.	Solid Rock. Cubic Yards.	Masonry and Concrete. Cubic Yards.	Glacial Drift. Cubic Yards.	Solid Rock. Cubic Yards.	Retaining Wall. Cubic Yards.	Masonry and Concrete. Cubic Yards.
Chicago River, Excavation and Docking	2,111,981	2,475			3,757														
Chicago River, By-passes	66,685		12,824.99	91,041															
Section O						1,811,597													
Section N						1,112,071													
Section M						728,180													
Section L						1,114,406													
Section K						1,181,317													
Section I						1,159,384													
Section H						1,107,170													
Section G						1,401,726													
Section F						1,105,379	37,448				179,447								
Section E						1,899,347	212,675				95,718								
Section D						1,934,890	87,030												
Section C						1,881,545					170,788								
Section B						1,570,036	15,586				212,486								
Section A						2,560,648	13,312				359,353								
Section 1						1,282,267	554,326	68,256			174,655								
Section 2						724,905	483,750	38,506			119,234								
Section 3						425,705	760,927.1	14,219.4											
Section 4						1,096,746	262,428	68,169			106,803	17,857							
Section 5						952,526	378,609	56,059.1			12,256								
Section 6						683,248	549,355	30,361.7			118,647								
Section 7						181,721	890,939	6,179.9			97,917	43,102							
Section 8						50,170	1,160,912.1	2,874.9			57,902	99,399							
Section 9						76,692	1,003,769				40,763	16,873							
Section 10						31,743	1,141,890				30,313	58,276							
Section 11						44,021	989,711				12,699	15,677							
Section 12						44,030	1,002,760	13,136.13			11,739	7,475							
Section 13						33,810	1,035,478	10,838											
Section 14						380,165	1,022,796	23,567.8											
Section 15						35,324	647,039	44,811.2			619								
Section 15, Controlling Works														10,111	11,454.1				
Section 16																83,679	118,688		
Section 17																333,391	400,973	3,505	971
Section 18																173,303	65,664	8,701.5	3,920
State Street Bridge, Chicago River	15,000		4,080	53,350															
Randolph Street Bridge, Chicago River	11,560		5,370	59,450															
Van Buren Street Approach Span, Chicago River	5,957.63		855.86	2,200															
Harrison Street Bridge, Chicago River	5,060		3,916	33,680															
Taylor Street Bridge, Chicago River	2,933.9		1,226.76	15,247															
C. T. T. R. R. Co.'s Bridge, Chicago River	13,294		7,665.99	36,859															
Canal Street Bridge, Chicago River	17,750		3,370	33,462															
Main Street Bridge, Chicago River	18,000		5,007	12,500															
Ashland Avenue Bridge, Chicago River	9,237		3,258.6	10,810															
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										
C., M. & N. R. R. Co.'s Bridge, Main Channel, Section N						19,253			4,236.77	5,948									
C., M. & N. R. R. Co.'s Viaduct, Kedzie Avenue, Section N						2,869			595.69										
Kedzie Avenue Bridge, Main Channel, Section N						7,101			2,886.84										
The A., T. & S. F. Ry. Co.'s Bridge, Main Channel, Section N						7,445			2,489.36	4,544									
The Belt Ry. Co of Chicago's Bridge, Main Channel, Sec. K						15,353			4,590.18										
The A., T. & S. F. 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						
C. T. T. R. R. Co.'s Bridge, Main Channel, Section E						4,748.1			2,162.79	1,166.5									
C. T. T. R. R. Co.'s Bridge, Desplaines River, Section E											3,389		653.44						
Willow Springs Road Bridge, Main Channel, Section 1						2,084			598.6	400									
The A., T. & S. F. Co.'s Bridge, Main Channel, Section 8						† 115,376			817.07										
Stevens Street Subway, Section 8							6,275		945.1										
Lemont Road Bridge, Main Channel, Section 8						1,761	4,803		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
E., J. & E. R. R. Co.'s Bridge, between Sections 16 and 17																			1,041.84
Tow Path Bridge, Section 17																			878.4
Cass Street Bridge, Section 18																973	985		551.1
Jefferson Street Bridge, Section 18																1,784	4,469		1,346.2
C., R. I. & P. Ry. Co.'s Bridge, Section 18																	6,575		980.2
Totals	2,277,458.53	2,475	47,575.2	348,599	3,757	26,884,155.6	12,265,442.2	376,979.13	44,985.73	30,120.5	1,810,652	258,659	1,446.74	10,111	11,454.1	593,130	598,483	12,206.5	10,704.76

* 78,573 cubic yards=Embankment for new alignment.
† 112,810 cubic yards=Embankment for new alignment.

Summary.

Glacial drift, cubic yards	31,565,396.13
Solid rock, cubic yards	13,135,170.2
Retaining wall, cubic yards	389,185.63
Masonry and concrete, cubic yards	116,166.53
Piles, lineal feet	378,719.5
Docking, lineal feet	3,757

property, being a strip of land sixteen feet wide, the west line beginning in the southwest corner of said above described property, running thence south and parallel with the east line of said northwest quarter of section fourteen to the north reserve line of the Illinois and Michigan Canal. To be used for the purpose of shipping stone.

To have and to hold the above described premises unto the party of the second part, its successors and assigns, from the fifteenth day of April, in the year of our Lord one thousand nine hundred and two, for and during and until the thirty-first day of December, in the year of our Lord one thousand nine hundred and two.

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 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 advance.

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 docking 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 whatever, 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 and assigns, reserves to itself the right to, at any time, at its election, 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 their first and former estate. Said party of the first part hereby covenants and agrees that 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 second party such sum of money as shall be appraised as damages caused by such termination of this lease, said damage to be appraised by a board of three arbitrators, one to be appointed by the part 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 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 upon said premises, pending the existence of this lease, or if at any time after said 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 tax, rates or assessment, it shall be lawful for said 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 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, or 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 herein 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 or attorneys, 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, Illinois, all the buildings and improvements on said premises and all the right, title and interest acquired by said party of the second part under the lease to the premises herein decribed, and as the attorney of the 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 the said sale, after first paying all costs and expenses of said 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 the County of Cook and the direction of the health officers thereof, 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 goood condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

And it further agreed by the party of the second part that neither it nor its legal representatives will under-let 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 any 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 or put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as in their first and former estate, and to distrain for any rent that may be due theron 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 said party of the second part 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 goods, chattels and 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 onded at such election of said party of the first part, its successors, officers, agents, attorneys and 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 described premises and property peaceably to the said party of the first part, its successors, officers, agents, attorneys or assigns, immediately upon the termination of said term as aforesaid; and if it 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, it shall be deemed guilty of a forcible detainer of the premises under the statute and shall be subject to the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, without or with process of law as above stated.

And the party of the second part also hereby 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 the provisions or any demand for the payment of rent or the possession of the 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 power, not destructive or unnecessarily injurious to the rights or privileges of the party of the second part.

The said party of the second part further agrees not to remove any building or improvements from said premises without the written assent of the said pariy of the first part, and the said second party shall pay and discharge all costs and attorneys' fees and expenses that shall arise from the enforcing of 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 said parties have hereunto set their hands and seals the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO,

[SEAL] By THOMAS A. SMYTH,
President.

Attest:

A. R. PORTER,
Clerk.

DELANEY STONE CO.,

By GEORGE PRETZEL,
President,

[SEAL] By JOSEPH H. DION,
Secy. and Treas.

ORDER FOR THE PAYMENT OF TAXES ON LANDS IN WILL COUNTY, ILLINOIS.

Mr. Carter presented, and, seconded by Mr. Cloidt, moved the adoption of the following order:

"*Ordered*, That the Clerk of the Sanitary District of Chicago be and he hereby is instructed to draw a warrant on the Treasurer of the District payable to the order of W. W. Gifford, County Treasurer of Will County, for the sum of two thousand nine hundred thirty-nine and ninety-six one-hundredths ($2,939.96) dollars in payment of taxes for the year 1901 on lands owned by the District in Will County."

The roll being called, the motion to adopt the order was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

ORDER FOR THE PAYMENT OF PRINCIPAL AND INTEREST MATURING JULY 1, 1902.

Mr. Carter presented, and, seconded by Mr. Wenter, moved the adoption of the following 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 four hundred sixty-two thousand one hundred seventy-five dollars ($462,175), to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the first day of July, 1902, as follows:

Third issue, 150 bonds (eighth payment)	$150,000	
Tenth issue, 50 bonds (second payment)	50,000	
Total bonds		$200,000
Second issue, six months' interest on $1,800,000 at 5 per cent	$ 45,000	
Third issue, six months' interest on $1,950,000 at 5 per cent	48,750	
Fourth issue, six months' interest on $2,600,000 at 4½ per cent	58,500	
Fifth issue, six months' interest on $560,000 at 4½ per cent	12,600	
Sixth issue, six months' interest on $600,000 at 4½ per cent	13,500	
Seventh issue, six months' interest on $200,000 at 3½ per cent	3,500	
Eighth issue, six months' interest on $190,000 at 3½ per cent	3,325	
Ninth issue, six months' interest on $900,000 at 4 per cent	18,000	
Tenth issue, six months' interest on $950,000 at 4 per cent	19,000	
Twelfth issue, six months' interest on $2,000,000 at 4 per cent	40,000	
Total interest		$262,175
Grand total		$462,175

The roll being called, the order, as read and shown above, was adopted by the following vote:

Yeas—Messrs. Braden, Baker, Carter. Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays None.

RESOLUTION RATIFYING THE ACT OF WILLIAM BOLDENWECK FORMER PRESIDENT, AND JOSEPH F. HAAS, FORMER CLERK IN EXECUTING CONTRACT WITH THE ECONOMY LIGHT AND POWER COMPANY AND THE CANAL COMMISSIONERS.

Mr. Carter offered, and the Clerk read the following resolution:

WHEREAS, On the 14th day of December, A. D. 1898, The Sanitary District of Chicago, by its President, William Boldenweck, and its clerk, Joseph F. Haas, with the Economy Light and Power Company and the Canal Commissioners, entered into a contract, as follows:

WHEREAS, The State of Illinois and the Economy Light and Power Company are the owners of or propose to acquire title to certain property on the east bank of the Illinois and Michigan Canal, north of Jackson street in the City of Joliet, Illinois, sufficient to construct thereon a Tail Race with a capacity of seven hundred and twenty thousand (720,000) cubic feet of water per minute; and

WHEREAS, By an amended decree entered in the Circuit Court of Will County, in a case therein pending, entitled The Canal Commissioners versus the Sanitary District of Chicago, it is, among other things, provided that the said State of Illinois shall construct a wall north from the east side of the proposed new dam, mentioned in said decree, to the north end of what is termed in said decree the Tail Race; the site of said Tail Race being upon and over the real estate and property hereinbefore described; and

WHEREAS, It is also further provided in said decree that the said State of Illinois shall put in, or cause to be put in said wall, head gates or openings sufficient to pass through said wall and into said Tail Race seven hundred and twenty thousand (720,000) cubic feet of water per minute, and that the said State of Illinois on its part further agrees that it will at all times take care of said gates so that the same will, whenever necessary, pass the full quantity of seven hundred and twenty thousand (720,000) cubic feet of water per minute; and

WHEREAS, The Economy Light and Power Company is a lessee of the said State of Illinois of certain of the real estate above described, and also of certain water power which is now created by Dam No. 1 as constructed, and which will also be created by the construction of the proposed new dam, and the said Economy Light and Power Company not being a party to said decree or to the suit in which said decree has been passed, and the said Sanitary District of Chicago being, by force of the statute under which it is organized, made liable for all damages which may be occasioned by overflow of property and consequent damage thereto and loss which might be occasioned by reason of the head gates and tail race, to be provided for in said wall, not being opened during periods of high water or freshets.

Now, therefore, In consideration of the fact that the said State of Illinois and the said Economy Light and Power Company will utilize for water power purposes the additional quantity of water to be supplied by said Sanitary District of Chicago, and for other good and valuable consideration the said State of Illinois and the said Economy Light and Power Company do, by these presents, agree to and with the Sanitary District of Chicago at any and all times when it may be necessary, in the event that the said State of Illinois, through its agents or officers or the said Economy Light and Power Company, through its agents and officers, shall fail or neglect to open the said head gates and tail or waste gates when necessary, in order to prevent overflow and damage in periods of high waters in the Desplaines River, or in times of floods or freshets, to go upon the said property and open the said head gates and waste gates so as to permit the same to discharge into said tail race the full quantity of seven hundred and twenty thousand (720,000) cubic feet of water per minute, and that the State of Illinois, by its agents and officers, and the said Economy Light and Power Company will not in any manner interfere with the agents, officers and servants of the Sanitary District in so opening said head gates and waste gates to permit the said flow of water as aforesaid; and for greater certainty as to the location of said property and the place where said gates are to be put in and operated, a plat is hereto annexed and made a part of this contract, which said plat is marked "Exhibit A" herewith and is known as "Plan 8," with the decree herein mentioned.

It is further agreed by the State of Illinois that all leases hereafter made of water power north of said Dam No. 1, and on the east side of said Canal Basin, shall contain provisions to the effect that the lessee or lessees shall permit the Sanitary District by its agents, officers and servants to open the head gates and waste gates whenever necessary to prevent damage by overflow, sufficient to permit the passage of seven hundred and twenty thousand (720,000) cubic feet of water per minute.

It is further stipulated by and between the parties to this agreement that the same shall be perpetual and be a covenant for all time, running with the said land and water power

hereinbefore referred to, and that the same shall be binding upon the successors and assigns of the respective parties.

In Witness Whereof. The said parties have duly executed the above and foregoing agreement by and through their respective Presidents, attested by their respective Secretaries and their official seals.

Done at the City of Chicago this 14th day of December, A. D. 1898, and executed in triplicate.

SANITARY DISTRICT OF CHICAGO,
[SEAL] By WILLIAM BOLDENWECK,
Attest: *President.*
JOSEPH F. HAAS, *Clerk.*
Approved:
CHARLES C. GILBERT, *Attorney.*

ECONOMY LIGHT AND POWER CO.
[SEAL] By J. L. NORTON,
Attest: *President.*
F. R. MCMULLIN, *Secretary.*

THE CANAL COMMISSIONERS,
[SEAL] By C. E. SNIVELY,
Attest: *President.*
HOWARD O. HILTON, *Secretary.*

Appended to said agreement is Exhibit "A" marked "Plan of Tail Race. Scale 50 feet, 1 inch. Plan No. 8."

RESOLUTION.

Resolved, By the Board of Directors of the Economy Light and Power Company, that the agreement between the Sanitary District of Chicago and said Economy Light and Power Company and the State of Illinois, and executed by the Canal Commissioners on behalf of the State of Illinois, dated the fourteenth day of December, A. D. 1898, be, and the same is hereby, in all respects ratified, approved and confirmed, and the acts of J. L. Norton, President, and F. R. McMullin, Secretary, respectively, of said Economy Light and Power Company, in making and executing said agreement on behalf of said Economy Light and Power Company, are in all respects ratified, approved and confirmed.

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

I, F. R. McMullin, Secretary of the Economy Light and Power Company, hereby certify that the above and foregoing resolution was adopted by the Board of Directors of the Economy Light and Power Company, at a meeting of said Board, lawfully called and held on the 29th day of December, 1898, at the offices of said Economy Light and Power Company, in the City of Chicago, Cook County, Illinois.

SEAL] F. R. MCMULLIN,
Secretary Economy Light and Power Company.

The foregoing is recorded in the Recorder's Office of Will County, Illinois, in Plat Book 10, on pages 24 and 25, as Document No. 200515, on December 31, 1898, at 2:40 o'clock P. M.; and,

WHEREAS, The minutes and records of the Board of Trustees of the Sanitary District of Chicago do not show that the President and Clerk of The Sanitary District of Chicago were authorized to enter into said contract; therefore, be it

Resolved, That the act of William Boldenweck, President, and Joseph F. Haas, Clerk, in executing said contract on behalf of The Sanitary District of Chicago, be in all things ratified and approved; and that the said contract do have the same force and effect as if the said contract had, at the time of its execution, been duly authorized by proper resolution of the Board of Trustees of the Sanitary District of Chicago; and be it further

Resolved, That the said contract be spread upon the records of the Board of Trustees of the said Sanitary District of Chicago, and at all times held and respected and have the same force as if the same had been duly authorized before the execution and attestation thereof as aforesaid.

Mr. Carter, seconded by Mr. Wenter, moved the passage of the resolution, as read and shown above.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

PETITIONS FOR REMOVAL OF DAMS AT HENRY AND COPPERAS CREEK, REFERRED TO COMMITTEE ON FEDERAL RELATIONS.

Under the head of new business, President Smyth informed the Board that Mr. Fred J. Collins, of Lacon, Ill., representing the owners of farming lands, lying adjacent to and on the line of the Illinois River, was present and desired to address the Board, with reference to the removal of the dams at Henry and Copperas Creek, the Chair requesting that Mr. Collins be permitted to address the Board.

Permission being granted, Mr. Collins informed the Board that meetings had been arranged and petitions circulated, which would be presented to the Board within a few days, requesting the removal of the dams at Henry and Copperas Creek, for the reason that the large flow of water now going into the Illinois River has caused and is causing much damage to the lands adjacent thereto.

At the conclusion of Mr. Collins' remarks, Mr. Jones, seconded by Mr. Cloidt, moved that all petitions heretofore received or that may be hereafter presented, be referred to the Committee on Federal Relations.

The motion prevailed unanimously, and it was so ordered.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF JUNE 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 34
L. C. Legner, Ass't Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 34

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P. Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	$ 113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daily, Inspector, 3 days in May, 30 days in June	103 13
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Keller, Inspector	93 75
John D. Atkinson, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,608 96

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	30 00
	$205 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sarah E. Riley, Stenographer	100 00
	$2,691 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Omefrey Hanyzewski, Patrolman, 15 days	41 67
Thomas Balcer, Patrolman, 15 days	41 66
James Rott, Patrolman	83 33
Henry Hart	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Bryan Daly, Patrolman	83 33
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,649 59

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 34
S. P. Blount, Assistant Treasurer	166 66
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 34
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 34

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00
Charles McElroy, Engineer	125 00
William Hannaway, Fireman	45 00
Michael Cassidy, Deck-hand	45 00
Edward Russell, Steward	60 00
	$ 365 00

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 2, 1902.

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, Wednesday, July 2, 1902, at 2 o'clock, P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present — Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter —Eight.

Absent—Mr. Legner.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, June 30, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, July 2, 1902, at 2 o'clock P. M., for the purpose of considering and passing on the payment of current payrolls 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.

Very respectfully yours,

A. R. PORTER,

(One enclosure.) *Clerk.*

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Co. (Chicago River improvement)	$ 11,726 97	
American Bridge Company (Canal Street Bridge, May 31, 1902)	11,790 00	
The Krug Sand Company (account repairing tail pits, Canal Street Bridge)	12 80	
G. Maloy (connecting electric wires, Main Street Bridge)	276 25	
G. Maloy (connecting electric wires, Ashland Avenue Bridge)	276 10	
		$ 24,082 12

ENGINEERING DEPARTMENT.

H. Channon Company (boat cushion covers)	$ 8 00	
Standard Oil Company (oil)	42 16	
Eugene Dietzgen Company (blue prints)	32 82	
Pittsburgh Testing Laboratory, Limited (inspecting bridge material)	957 67	
		1,040 65

LAW DEPARTMENT.

Seymour Jones (expense)	47 12
Grand total	$ 25,169 89

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth Webb and Wenter—Eight.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending June 30, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, July 1, 1902.

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 June 30, 1902, as the same have been reported to me:

Engineering Department	57
Clerical Department	4
Law Department	11
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	100

Respectfully submitted,

A. R. PORTER,
Clerk.

(Two enclosure.)

REQUISITION.

The Clerk presented the following requisition from the Engineering Department:

No. 609. Engineering Department, supplies for quarter ending September 30, 1902, four hundred dollars $400 00

Mr. Braden, seconded by Mr. Carter, moved that the requisition, as read and shown above, be approved and allowed.

The roll being called it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of May,

1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, June 25, 1902.

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

GENTLEMEN—I have the honor to submit the report of the Law Department for the month of May, 1902.

The following are the expenses and disbursements of the department:

Legal services	$ 75 00
Attorney's roll	2,591 64
Stationery and printing	157 88
Expense and miscellaneous	219 86
Expert witness fees	2,600 00
Total	$ 5,644 38

The following cases were begun during the month:

Aaron H. Bliss versus The Sanitary District of Chicago, general number 18810, in the Circuit Court of Will County. This is a suit for $5,000 for damages to certain premises caused by overflow.

Sanitary District of Chicago versus The Chicago and Western Indiana Railroad Company, The Wabash Railroad Company et. al., general number 227527, in the Circuit Court of Cook County. This is a condemnation case to acquire certain property adjacent to the Chicago River required for the corporate purposes of the petitioner.

The People of the State of Illinois ex. rel. Howland J. Hamlin, Attorney General, versus the Pennsylvania Railroad Company et. al., general number 228671, in the Circuit Court of Cook County. This is an information filed for the purpose of securing the removal of certain encroachments made upon the Chicago River by the defendant.

The case of Carl Geike versus The Sanitary District of Chicago and Paul Richardson, No. 18541, in the Circuit Court of Will County, has been settled for $750.00 and dismissed upon stipulation.

In the case of The Joliet Pioneer Stone Company versus The Sanitary District of Chicago, No. 18346, in the Circuit Court of Will County, a verdict of $3,000 was returned by the jury against the Sanitary District for damages caused by the flooding of certain premises. A motion for a new trial was entered by the plaintiff.

The case of William Behrer versus The Sanitary District of Chicago et. al., No. 202140, in the Circuit Court of Cook County, was dismissed on general call. This was a bill for an injunction brought in the name of a tax-payer to prevent the operation of the Bridgeport Pumping Works by the Sanitary District of Chicago. The case of the Canal Commissioners, appellants, versus The Sanitary District of Chicago, appellee, recently decided by the Supreme Court of this State, disposed of practically all the questions involved in this suit.

In addition to the above, the department has been engaged in the examination of titles to the property adjacent to the Chicago River, the preparation of pleadings, and attending to the several steps required in the increasing litigation of the District, and the general routine work.

Respectfully submitted,

JAMES TODD,
Attorney.

REPORT IN REFERENCE TO ADVERTISING FOR BIDS FOR THE ERECTION OF SUB AND SUPERSTRUCTURE OF BRIDGES AT LOOMIS STREET AND EIGHTEENTH STREET, CROSSING THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, July 2, 1902.

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

GENTLEMEN—Your Committee on Engineering herewith reports that it has been considering the advisability of erecting bridges across the Chicago River at Loomis and Eighteenth Streets and finds that a bascule bridge is requisite and necessary at these points and, therefore, recommends that the Clerk of the District be authorized and directed to advertise, under the direction of the Chief Engineer of the Sanitary District, for bids for the work of constructing the substructures and the superstructures of a Scherzer Rolling Lift Bridge across the Chicago River on the lines

of Loomis and Eighteenth Streets in the City of Chicago, said plans having heretofore been purchased.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

WM. H. BAKER,
Z. R. CARTER,
THOMAS J. WEBB,
ALEX. J. JONES,
FRANK X. CLOIDT,
FRANK WENTER.
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT IN REFERENCE TO AWARD OF CONTRACT TO THE ALLIS-CHALMERS COMPANY FOR THE HARNESS OF THE WATER POWER PLANT AT THE CONTROLLING WORKS.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, July 2, 1902.

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

GENTLEMEN—Your Committee on Engineering, to whom was referred the bids for the "harnessing of the water-power plant at the Controlling Works" and the work collateral thereto, respectfully reports that the Allis-Chalmers Company is the lowest responsible bidder for said work.

The Committee, having fully considered the matter, has determined that the interests of the Sanitary District will be best subserved by accepting the proposition of said Allis Chalmers Company.

The Committee, therefore, recommends that the contract for the machinery and appliances necessary for the harnessing of the water-power plant at the Controlling Works and the work collateral thereto be awarded to said Allis-Chalmers Company at its bid of four thousand two hundred and seventy-nine dollars ($4,279.00) for the work for which bids were invited; and the Committee finds that said company is the lowest responsible bidder for said work.

The Committee further recommends that the contract for constructing said plant in the manner as described by the advertisement and plans be let to the Allis Chalmers Company, the lowest responsible bidder, at its bid of four thousand two hundred and seventy-nine dollars ($4,279.00); and that the President and Clerk of the District be authorized and directed to execute on the part of the Sanitary District said contract in the form submitted with said advertisement as soon as the same shall have been executed by said company, with a bond furnished by said company with a surety company as surety satisfactory to the Finance Committee.

The Committee also recommends that the Clerk be directed to return the check submitted on behalf of The Electrical Equipment Company with its bid on said work.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

WM. H. BAKER,
Z. R. CARTER,
A. J. JONES,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Engineering.

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

The roll being called the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT IN REFERENCE TO PURCHASE OF PROPERTY ADJACENT TO THE CHICAGO RIVER FROM EDGAR A. LORD, TRUSTEE, AND MARCIA L. MELVILLE AND HENRY MELVILLE.

Mr. Carter, Chairman of the Committee

on Finance, presented a report from the Committee as follows:

CHICAGO, July 2, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that it has reached an agreement with Edgar A. Lord, individually (widower), Edgar A. Lord as Trustee under the will of James F. Lord; Edgar A. Lord, as Trustee under the will of He'en A. Lord; Marcia L. Melville and Henry Melville, her husband; all of the City of Chicago, County of Cook and State of Illinois, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving said river. Said property being described as follows, to-wit:

That part of Lots six (6) and seven (7) and the north one (1) foot of Lot eight (8) in Block thirty-five (35), in Canal Trustees' Subdivision of the west one-half (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 one-quarter (¼) as lies west of the South Branch of the Chicago River, lying southeasterly of a line described as follows:

Beginning at a point in the north line of Twenty-second street, 153.94 feet east of the northeast corner of Lumber street and Twenty-second street, measured along said north line; running thence northeasterly to a point in the dividing line between Lots five (5) and six (6), in said Block thirty-five (35), 194.95 feet distant from the northwest corner of said Lot five (5). measured along said dividing line; containing 5,176 square feet, more or less; situated in the City of Chicago, County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of $5,693.00, and to build a dock along the river frontage of that portion of said Lots six (6), seven (7) and eight (8) remaining after the portion above described shall have been excavated by the Sanitary District, said dock to be built according to the specifications of the Sanitary District for its wooden docks.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of $5,693.00 to the said Edgar A. Lord, individually; Edgar A. Lord, as Trustee under the will of James F. Lord; Edgar A. Lord as trustee under the will of Helen A. Lord; Marcia L. Melville and Henry Melville, her husband, when they shall have executed and delivered to the Sanitary District of Chicago a good and substantial warranty deed conveying to said District the above described property free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman.

FRANK X. CLOIDT,
WM H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
THOMAS A. SMYTH.
ALEX J. JONES,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Jones, Smyth, Webb and Wenter—Seven.

Nays—None.

ORDER FOR THE PAYMENT OF SPECIAL ASSESSMENT TAXES ON REAL ESTATE OWNED BY THE DISTRICT IN THE CITY OF JOLIET.

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

"*Ordered*, That the Clerk of the Sanitary District of Chicago be, and he hereby is, instructed to draw a warrant on the Treasurer of the District, payable to the order of W. W. Gifford, County Treasurer of Will County, for the sum of seventy dollars and forty-one cents ($70.41) in payment of special assessment taxes now due on real estate owned by the District in the City of Joliet."

The roll being called the order, as read and shown above, was adopted by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth, Webb and Wenter—Eight.

Nays—None.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 14 AND 16, 1902.

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, July 14, 1902, at 12 o'clock, noon, pursuant to call.

President Smyth took the chair, and the roll being called, there were

Present — Messrs. Baker, Braden, Carter, Jones, Legner and Smyth—Six.

Absent—Messrs. Cloidt, Webb and Wenter —Three.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, July 12, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Monday, July 14, 1902, at 12 o'clock, noon, for the purpose of considering and passing on the payment of current payrolls and vouchers of the District; and also for the purpose of receiving and passing on reports of the various Com-

mittees of the Board of Trustees, and for such other business as may properly come before said m eting.

Very respectfully yours,

A. R. PORTER,

(One enclosure.) *Clerk.*

REPORT IN REFERENCE TO THE CONTROL OF WATER POWER NEAR HICKORY CREEK IN THE CITY OF JOLIET, ILL.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, July 14, 1902.

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

GENTLEMEN—Resuming the question of the control of water power near Hickory Creek, in the City of Joliet, the lands for which were procured by this District in the year 1898, we recommend that the Chief Engineer be ordered and directed to resume the work necessary to the control of said power, which work formed a part of the plans of the District as adopted in 1899, and partially executed in 1899 and 1900 at a great cost to said District; and to complete the embankment already partially constructed and erect such dam or other works as may be necessary for the control of said power.

We further recommend that the Chief Engineer be directed to proceed at once to execute all plans for the control of the water power incidentally created in the work of the District, below the Controlling Works and in the vicinity of Lockport, and to do such work as may be necessary to secure full control of the said power, and to construct such dam or dams as may be necessary for this purpose.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
THOMAS A. SMYTH,
WM. H. BAKER,
WM. LEGNER
ALEX. J JONES,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Jones, Legner and Smyth—Six.

Nays—None.

COMMUNICATION IN REFERENCE TO CUTTING CANADA THISTLES.

The Clerk presented and read a communication from Peter Dockendorf, Commissioner of Canada Thistles of the Township of Lamont, Ill., addressed to President Smyth, in reference to cutting the Canada thistles along the banks of the Main Channel.

The communication, by unanimous consent, was placed on file.

RECESS.

Mr. Jones, seconded by Mr. Braden, moved that the Board now take a recess until 2:30 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

The Board then took a recess.

The Board reconvened at 2:30 P. M., and, on motion of Mr. Jones, seconded by Mr. Baker, the Board adjourned.

A. R. Porter,
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, Wednesday, July 16, 1902, at 2 o'clock P. M., pursuant to call.

President Smyth took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—Eight.

Absent—Mr. Wenter—One.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, Ill., July 14, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Ill., on Wednesday, July 16, 1902, at 2 o'clock, P. M., 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.

Very respectfully yours,

A. R. PORTER,
Clerk.

(One enclosure.)

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Legner, the minutes of the special meeting, held June 18, 1902, the regular meeting held June 25, 1902, and the special meeting held July 2, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, July 1, 1902))	$ 7,411 26	
American Bridge Company (Canal Street Bridge, June 30, 1902)	4,710 00	
W. B. McDonald (Canal Street Bridge)	160 00	
Isham Randolph (Canal Street Bridge)	106 65	
Lydon & Drews Company (Ashland Avenue Bridge)	324 31	
Metropolitan Electrical Supply Company (Ashland Avenue Bridge)	767 82	
Fred W. Hacker (Ashland Avenue Bridge)	1 50	
John Spry Lumber Company (Ashland Avenue Bridge)	24 96	
Francis Beidler & Co. (Ashland Avenue Bridge)	19 25	
Wm. E. Dee (Ashland Avenue Bridge)	15 78	
Lydon & Drews Company (Main Street Bridge, July 1, 1902)	7,414 11	
American Bridge Company (Main Street Bridge, June 30, 1902)	4,005 00	
City of Chicago (Main Street Bridge, June 30, 1902)	1,273 59	
Metropolitan Electrical Supply Company (Main Street Bridge, July 15, 1902)	932 16	
		$ 27,166 39

ENGINEERING DEPARTMENT.

John M. Smyth Company (rugs)	$ 24 75
The Elliott & Hatch Book Typewriter Company (tabulating machine)	235 00
Cavanaugh & Darley (repairing launch Ana Aina)	17 65
Ralph Modjeski (inspecting bridge material)	65 62
Geo. B. Carpenter & Co. (wire)	11 52
Strong, Bush & Handwerk (hardware)	2 05
Chas. E. Graves & Co. (repairing stop watches)	4 50
Samuel L. Hanks (ice)	19 50
Knickerbocker Ice Company (ice)	2 60
The Consumers Company (water)	9 00
White Rock Mineral Spring Company (water)	16 88
R. Seelig (gauge boards)	26 00
Keuffel & Esser Company (drafting material)	12 58
Eugene Dietzgen Company (blue prints)	5 11
Pearson Bros. (blue prints)	31 16

The Duncan, T. F. Murphy, proprietor (board, account flood at Joliet)	$ 7 00	
Chas. H. King (services account flood at Joliet)	5 00	
Frank Sprague (services account flood at Joliet)	10 00	
F. G. Harris (services account flood at Joliet)	5 00	
Chas. E. Kercheval (services account flood at Joliet)	5 00	
Geo. W. Henry, (services account flood at Joliet)	5 00	
Edward J. Conley, (services account flood at Joliet)	5 00	
G. H. Moore (gauge reading June, 1902)	30 00	
Hans Isak (gauge reading June, 1902)	10 00	
Isham Randolph (expense)	207 90	
G. M. Wisner (expense)	45 90	
Wm. Trinkaus (expense)	9 26	
Chas. Wink (expense)	8 20	
J. E. Grady (expense)	5 55	
Wm. Sullivan (expense)	4 17	
D. C. Custer (expense)	38 15	
Wm. M. McCartney (expense)	12 62	
E. H. Heilbron (expense account Illinois Valley Work)	67 13	
		$ 964 80

CLERICAL DEPARTMENT.

Geo. E. Marshall & Co. (stationery)	$ 22 25	
Samuel L. Hanks (ice)	15 00	
		37 25

LAW DEPARTMENT.

D. W. Sullivan (abstracting records, Smith & Eastman and Harley suits)	$ 380 00	
C. S. Cutting (rent of Joliet office, June 1902)	20 00	
Perfection Legal Blank Company (typewriter paper, etc.)	2 20	
The Frank Shepard Company (law books)	8 00	
Callaghan & Co. (law books)	6 50	
Chicago Law Directory (law directories)	2 00	
Samuel L. Hanks (ice)	7 50	
James Todd, Attorney (expense)	218 40	
John W. Nadelhoffer (expense)	17 15	
		661 75

POLICE DEPARTMENT.

Isham Randolph (expense account moving 48th street station)	$ 157 25	
Frances Beidler & Co., (lumber 48th street station)	28 64	
Barrett Manufacturing Company (repairing roof 48th street station)	11 25	
Samuel L. Hanks (ice)	7 50	
E. J. Coen, Marshal (expense)	31 25	
		235 89

GENERAL ACCOUNT.

Security Building receivership (rent offices, July 1902)	$ 478 33	
John F. Higgins (printing Proceedings June 1902)	422 90	
The National Banker (advertising)	26 50	
Joliet Republican Printing Company (advertising)	14 00	
The Tribune Company (advertising)	47 40	
The Chicago Chronicle Company (advertising)	29 60	
A. R. Porter, Clerk (expense)	876 00	
Isham Randolph (expense)	71 23	
D. J. Mortell (expense)	78 53	
Youghiogheny & Lehigh Coal Company (coal)	67 33	
		2,111 82

MAINTENANCE ACCOUNT.

Mrs. Thos. O'Brien (cartage on supplies for Controlling Works)		9 73

MAINTENANCE HIGHWAY BRIDGES.

Isham Randolph (repairs, Lockport Road Bridge)	$ 195 22	
H. A. Kettering (repairs, Lockport Road Bridge)	3 00	
Mrs. Thos. O'Brien (cartage on lumber for Lockport Road Bridge)	26 00	
Chas. Wink (expense, account repairs to Lockport Road Bridge)	7 50	
Francis Beidler & Co. (lumber for Wire Mills Road Bridge)	244 07	
Thos. F. Ryan (lumber for Wire Mills Road Bridge)	15 36	
William O'Connell (hardware for Wire Mills Road Bridge)	8 22	
		$ 499 37

TELEPHONE LINE.

Chas. Wink (expense, account repairs)	$ 4 00	
Isham Randolph (account repairs)	11 25	
		15 25
Grand total		$ 31,702 25

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb —Eight.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of June, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR JUNE, 1902.

Receipts.

Balance on hand at date of last report		$ 1,899,321 74
From A. R. Porter, Clerk, account Bridge Construction, Main Channel	$ 199 92	
From A. R. Porter, Clerk, Law Department	1,167 35	
From A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	206 66	
From A. R. Porter, Clerk, Chicago River Dredging, Docking, etc	259 37	
From A. R. Porter, Clerk, Engineering Department	16 00	
From County Treasurer, Sanitary District Tax Account	450,000 00	
From Chicago National Bank, Interest Account	1,410 02	
From Equitable Trust Company, Interest Account	1,232 89	
From Home Savings Bank, Interest Account	410 95	
Total cash received for month		454,903 16
		$ 2,354,224 90

Disbursements.

Clerical Department	$ 988 54	
Treasury Department	446 50	
Engineering Department	7,921 49	
Construction Account	63,849 34	
Law Department	7,346 04	
Land Account	20,935 56	
General Account	6,151 25	
Maintenance Account	638 03	
Police Department	1,649 59	
Personal Injury Account	855 90	
Maintenance of Highway Bridges	42 54	
Telephone Line	2 05	
Right of Way	965 00	
Total cash disbursed		$ 111,791 83
Balance this date in banks, as per schedule endorsed hereon		2,242,433 07
		$ 2,354,224 90

Schedule.

Chicago National Bank	$ 1,218,225 53
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 2,242,433 07

CHICAGO, July 10, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT APPROVING NEW BOND OF THE PENNSYLVANIA STEEL COMPANY ON CONTRACT FOR THE SUB AND SUPERSTRUCTURES OF THE TAYLOR STREET BRIDGE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, July 16, 1902.

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

GENTLEMEN—The Committee on Finance desires to report that a bond in the sum of $2,500.00 has been executed by the Pennsylvania Steel Company, a corporation of Steelton, Pennsylvania, with the City Trust, Safe Deposit and Surety Company of Philadelphia as surety thereon; that the Board of Trustees, at the meeting held May 21, 1902, (Page 7879 of the Proceedings), ordered that the bond originally filed with said company with its contract for the erection of the sub and superstructure of the Taylor Street Bridge across the Chicago River be reduced, and that a new bond in the sum above mentioned be accepted in lieu thereof.

The Committee finds that said new bond is in proper form, and that the surety thereon is sufficient, and, therefore, recommends that said bond, as herewith submitted, be approved by the Board of Trustees.

Respectfully submitted,
Z. R. CARTER,
Chairman.
FRANK X. CLOIDT,
T. A. SMYTH,
ALEX J. JONES,
WM. LEGNER,
Committee on Finance.

(Accompanied by bond.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—Eight.

Nays—None.

MOTION IN REFERENCE TO SECURING BY PURCHASE OR CONDEMNATION PROCEEDINGS CERTAIN PROPERTY LOCATED IN WILL COUNTY, ILL.

Under the head of new business, Mr. Jones offered the following motion, and moved its adoption:

"I move that the Board proceed to secure by purchase or condemnation such additional property in the County of Will as may be necessary for the corporate purposes of the Sanitary District; and that the Law Department be ordered, under the directions of the Finance Committee, to file petitions for condemnation against such property as the Finance Committee is unable to secure by reasonable purchase."

Mr. Legner seconded the motion.

The Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Webb—Eight.

Nays—None.

Upon this result the Chair declared the motion carried.

ADJOURNMENT.

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

A. R. Porter, CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 23, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, July 23, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present — Messrs. Baker, Cloidt, Jones, Legner, Smyth and Webb—Six.

Absent—Messrs. Braden, Carter and Wenter—Three.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Baker, the minutes of the special meeting, held July 14, 1902, and the special meeting held July 16, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Canal Street Bridge, July 15, 1902).....$ 2,116 28
Lydon & Drews Company (State Street Bridge, July 15, 1902)..... 6,864 37

John O'Brien & Company (State Street Bridge, July 21, 1902)	$2,249 88	
McCarthy & Newman (Harrison Street Bridge, June 30, 1902)	1,117 75	
		$ 12,348 28

CLERICAL DEPARTMENT.

The Chicago Towel Supply Co. (toweling)		6 00

POLICE DEPARTMENT.

Mrs. Bridget Lambert (laundry, Lockport Station)		12 00

TREASURY DEPARTMENT.

The Chicago Towel Supply Co. (towelling)		4 50

LAW DEPARTMENT.

W. H. Beist (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	$ 15 00	
C. J. Young (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	60 00	
R. W. Killmer (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	25 00	
C. Hacker (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	50 00	
D. K. Gise (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
J. F. Morrisey (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
John Richards (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
D. McCowan (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	5 00	
I. W. Richards (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	150 00	
Robt. Sherman (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	150 00	
Chas. E. Kercheval (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	25 00	
John Heatherwick (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
Geo. Sperry (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	25 00	
Geo. Herzog (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
Geo. W. Fauser (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	15 00	
F. G. Harris (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	25 00	
Thos. Borsom (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	10 00	
O. E. Cagwin (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	10 00	
Samuel D. Foot (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	10 00	
Paul Engle (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	5 00	
Frank Sprague (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	150 00	
John D. Paige (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	100 00	
Alexander Rhind (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District)	75 00	
Adam Groth (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District	240 00	
Martin Johnson (witness fee, Joliet Pioneer Stone Co. vs. Sanitary District	200 00	
John Moran (witness fee, Carl Geike vs. Sanitary District)	2 00	

Lewis Goldbeck (witness fee, Carl Geike vs. Sanitary District)	$ 2 00	
John McCarthy (witness fee, Carl Geike vs. Sanitary District)	2 00	
William Pearson (witness fee, Carl Geike vs. Sanitary District)	2 00	
John Neystrom (witness fee, Carl Geike vs. Sanitary District)	5 00	
Mat Cramer (witness fee, Carl Geike vs. Sanitary District)	5 00	
Dan Sullivan (witness fee, Carl Geike vs. Sanitary District)	2 00	
Jas. O'Brien (witness fee, Carl Geike vs. Sanitary District)	2 00	
Jas. A. Seddon (professional services, Joliet Pioneer Stone Co. vs. Sanitary District	375 00	
E. Meers (professional services, Joliet Pioneer Stone Co. vs. Sanitary District	450 00	
Jas. A. Brady (legal services, Harlev & Smith and Eastman suits)	400 00	
Andrew Connor (witness fee, Harlev vs. Sanitary District)	12 50	
W. M. Hughes (witness fee, (Campbell Avenue Bridge arbitration)	25 00	
Yack & Co. (board for witnesses, Joliet Pioneer Stone Co. suit)	13 15	
A. P. Redfield (expert services)	125 00	
Coats, Burchard & Co. (expert services)	3 50	
E. Lee Heidenreich (expert services)	1,850 00	
D. H. Barnes (expert services)	664 56	
W. N. Sampson (court reporting)	11 00	
Barnard & Miller (printing)	83 50	
Artemus Matthewson (account, purchase of maps, etc., Chicago River)	4,000 00	
White Rock Mineral Spring Co. (water)	3 37	
		$ 9,805 08
GENERAL ACCOUNT.		
D. Barrett (livery)	$ 72 00	
The Chicago Daily Republican (advertising)	30 00	
The Chicago Eagle (advertising)	40 00	
The Chicago Press (advertising)	10 00	
T. E. Oleson (electric fans)	47 50	
		199 50
Grand total		$ 22,375 36

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Cloidt, Jones, Legner, Smyth and Webb—Six.

Nays—None.

COMMUNICATION FROM H. S. GEMMILL

The Clerk read a communication from H. S. Gemmill, Attorney, representing Mr. J. H. Bigott of Berwyn, Ill., making claim for alleged damage to crops along the Drainage Canal.

Mr. Jones, seconded by Mr. Webb, moved that the communication be placed on file on the ground that it did not give the location of the property alleged to have been damaged.

The motion prevailed unanimously, and it was so ordered.

The President called Vice President Cloidt to the chair.

COMMUNICATION FROM ROBERT GAYLORD IN REGARD TO THE PURCHASE OF CERTAIN PROPERTY BELONGING TO THE DISTRICT AND LOCATED IN WILL COUNTY.

The Clerk read the following communication:

CHICAGO, July 23, 1902.

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

GENTLEMEN—In compliance with my verbal offer made to your President on or about the 17th day of July, A. D. 1902, I beg to confirm that offer, and now offer to purchase at a fair price from the Sanitary District of Chicago whatever lots it owns

in the bed of the Desplaines River, or on either bank of the Desplaines River, from the south line of Section 16, in the City of Joliet, to Dam No. 1, in the City of Joliet, and also whatever lots are owned by the Sanitary District in South Park and the Addition to South Park, in the Township of Joliet.

In case your Honorable Body does not desire to sell the above property, I am anxious to adjust whatever damage may be occasioned to the same by reason of the erection of a dam about 21½ feet in height, which is to be erected at a point below Brandon's Road in the Desplaines River, in the Township of Joliet.

Very respectfully,

ROBERT GAYLORD.

Mr. Cloidt, seconded by Mr. Webb, moved that the communication be referred to the Finance Committee.

Mr. Jones, seconded by Mr. Legner, moved as a substitute for the above motion, as follows:

"I move, as a substitute for this motion to refer to the Finance Committee, that the President of this Board be directed on behalf of the Board of Trustees of the Sanitary District, to state to these gentlemen that the property in question, which they desire to acquire, is held by the Sanitary District for water-power purposes. That we have elaborated and planned, and are now engaged upon the work of necessary development for the control of this power, and have been preparing those plans and carrying out that work in whole or in part for the past three years, and that we are only willing to accept as the value of this property, the full value of it in view of its location and situation for water-power purposes, this value to be ascertained by a Board of Arbitration of water-power experts, to be selected jointly by this Board and by the proposed purchasers of our property."

The roll being called, on the substitute motion made by Mr. Jones, resulted as follows:

Yeas—Messrs. Jones and Legner—Two.

Nays—Messrs. Baker, Cloidt, Smyth and Webb—Four.

Upon this result, the Chair declared the substitute motion lost.

The question recurring on the original motion made by Mr. Cloidt, the Chair directed the Clerk to call the roll, which resulted as follows:

Yeas—Messrs. Baker, Cloidt, Jones, Legner, Smyth and Webb—Six.

Nays—None.

Upon this result, the Chair declared the original motion as made by Mr. Cloidt carried.

ADJOURNMENT.

Mr. Smyth, seconded by Mr. Legner, moved that the Board do now adjourn.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Cloidt, Legner and Smyth—Four.

Nays—Messrs. Jones and Webb—Two.

The Board thereupon adjourned.

A. R. Porter,
CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 30, 1902.

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, Wednesday, July 30, 1902, at 2:00 o'clock, P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Absent—Messrs. Carter, Legner and Wenter—Three.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, July 28, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, July 30, 1902, at 2 o'clock P. M., for the purpose of considering and passing on the payment of current payrolls 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.

Very respectfully yours,

A. R. PORTER,
Clerk.

(One enclosure.)

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, July, 1902)		$ 7,671 46
Clerical Department (Clerk's, July, 1902)		958 33
Law Department (Attorney's, July, 1902)		2,691 64
Treasury Department (Treasurer's, July, 1902)		375 00
General Account (General, July, 1902)	$ 210 00	
General Account (Trustees', July, 1902)	2,333 33	
General Account (Steamer Juliet, July, 1902)	365 00	
		2,908 33
Police Department (Marshal's, July, 1902)		1,608 28
Maintenance Account (Controlling Works, July, 1902)		550 00
Total		$ 16,763 04

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Chicago River Improvement, Aug. 1, 1902)	$ 1,650 69	
Lydon & Drews Company (Chicago River Improvement, Aug. 1, 1902)	13,069 00	
Lydon & Drews Company (Harrison Street Bridge, July 25, 1902)	1,235 91	
Chicago Bridge and Iron Co. (Ashland Avenue Bridge, July 24, 1902)	10,160 55	
Commonwealth Electric Company, (account Canal Street Bridge, July 25, 1902)	33 84	
Commonwealth Electric Company (account Harrison Street Bridge, July 25, 1902)	50 00	
Bullard and Gormley Company (Randolph Street Bridge, July 25, 1902)	11 28	
Metropolitan Electric Supply Company (Canal Street Bridge, July 25, 1902)	359 61	
Guarantee Electric Company (Harrison Street Bridge, July 25, 1902	115 47	
		26,686 35

CLERICAL DEPARTMENT.

American Water Company (water)		6 75

ENGINEERING DEPARTMENT.

Theodore Buskirk (expense)	$ 10 94	
The Consumers Company (water)	4 13	
The Artificial Ice Company (ice)	2 08	
G. H. Moore (gauge reading July, 1902)	30 00	
Geo. Warren Furbeck (copy holder)	10 00	
The Lydon & Drews Company (labor on temporary offices)	17 25	
Chas. L. Safford (repairing numbering machine)	3 35	
Ralph Modjeski (inspecting bridge material)	17 83	
The Chicago Towel Supply Company (towelling)	29 25	
Reynolds Electric Company (electric battery supplies)	5 60	
Greeley-Howard Company (surveying and locating Government meander line, Chicago River)	500 00	
		$ 630 43

LAW DEPARTMENT.

Chicago Title and Trust Company (data, condemnation proceedings)	$ 1,145 00	
Economy Light and Power Company (electric light, Joliet office)	1 00	
Thayer and Jackson Stationery Company (stationery)	7 30	
Jno. W. Nadelhoffer (expense)	79 95	
W. A. Bowles (court costs, etc.)	225 00	
		1,458 25

TREASURY DEPARTMENT.

Jno. M. Smyth Co. (office chair)		7 95

POLICE DEPARTMENT.

D. C. McCarthy (expense)		$ 11 40

GENERAL ACCOUNT.

The Engineering Record (advertising)		33 00

MAINTENANCE ACCOUNT.

Allen F. Cooper (hauling office furniture)	$ 3 50	
Meacham & Wright (cement)	512 00	
		$ 515 50
Grand total		$ 46,112 67

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of June, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, July 30, 1902.

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 June, 1902.

The total expenditures of the District for the month were $129,003.07, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,072.59, of which amount the sum of $958.34 was for salaries and the sum of $114.25 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $5,947.38, divided as follows:

Printing	$ 118 94
Rent of offices for June, 1902	478 33
Salaries	2,538 34
Steamer Juliet	$ 922 80
Advertising	11 00
General expenses	1,877 97
Total	$ 5 947 38

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212.91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of June, 1902:

Account.	*Amount.*
Right of way	$ 10,935 56
Bridge construction, Chicago River	57,325 74
Bridge construction, Main Channel	879 15
Chicago River, dredging, docking, etc.	19,531 08
Joliet Project	9,831 75
Telephone line	2 05
Maintenance of highway bridges	307 73
Personal injuries account	55 90
Engineering Department	8,428 46
Clerical Department	1,072 59
Law Department	11,982 66
Treasury Department	446 50
Police Department	1,649 59
General Account	5,947 38
Maintenance Account	606 93
Total	$ 129,003 07

Respectfully submitted,

A. R. PORTER,
Clerk

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of June, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, July 23, 1902.

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

GENTLEMEN—I herewith present the re-

port of the Engineering Department for the month of June, 1902, giving the detailed operations of same.

The value of construction work done was $105,154.39. Vouchers were issued on this account to the amount of $88,262.49.

The engineering expenses were $9,830.66, divided as follows: Salaries, $7,528.96; supplies, etc., $2,301.70. Vouchers to the amount of $844.56 were also issued on account of repairs to highway bridges. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the dredging and docking of the river is as follows: From the 1st to the 9th, the dredge was at work at the Tegtmeyer property, after which the dock was built and completed about the 25th. From the 11th to the 25th, the dredge was at work in the main river from the Tegtmeyer property south to Twenty-second Street, working to a depth of 26 feet. From the 23d to the 30th, the dredge was at work from the upper end of the Babcock & McConnell property to the Halsted Street Bridge, excavating to the 26-foot grade. A piece of dock about 75 feet long was built just west of the south abutment of the Main Street Bridge, alongside the Heldmaier property. No dredging was required at this point as the dock was built north of the present dock line, permission to build same having been secured from the Federal Government. At the end of the month the pile driver started to pull the Philadelphia & Reading Coal Company's dock.

The following work was done at the State Street Bridge: On the north side of the river, from the 1st to the 14th, a daily force of 18 excavators and 10 carpenters were employed in excavation for the foundation and placing the bracing in the coffer-dam. Concreting was started on the 17th and continued during the remainder of the month. The pile driver worked 19 days driving piles for the north abutment. This last work was somewhat delayed on account of lack of piles.

At the Randolph Street Bridge an average daily force of 19 men was at work excavating, bracing and riveting, as follows: From the 1st to the 19th, excavating and bracing on the west side. From the 19th to the 24th, placing, bracing and cutting off piles on the west side. No further work was done on the west side during the month. Excavation was down to—7 at the end of the month. No work was done on the east side from the 1st to the 18th. The first load of steel pit linings was received on the 18th. From the 18th to the 24th pit linings were received and counterweight pits were cleaned out. The work of riveting up steel-pit linings was carried on from the 24th to the end of the month.

At the Harrison Street Bridge, McCarthy & Newman finished the work of changing the power house for the Lehigh Valley Coal Co. on the 19th. The record of work done by the regular contractor for the substructure of this bridge is as follows: East side—a daily average force of 12 men was employed during the month. From the 1st to the 10th the contractor was busy getting ready for the pile driver work, building offices, etc. The work of excavating for temporary sewer was carried on from the 5th to the 14th. The work of pulling the Clow and The Chicago Great Western Railroad Co.'s docks, where it was necessary to make a joint for the coffer-dams, was finished on the 19th. The driving of sewer foundation and coffer-dam piles was begun on the 23rd and the driving of foundation piles for the abutment was begun on the 28th. The sewer was diverted on the 28th and on the 30th the driving of coffer-dam sheeting was begun.

At the Canal Street Bridge, at the beginning of the month, the contractor for the substructure had the work completed with the exception of some filling (which cannot be done until the American Bridge Company has completed the erection work), the removal of the coffer-dam and the building of the protection for the piers. The work of pulling the north coffer-dam was begun on the 4th. The contractor for the superstructure made very good progress during the month. The record of work done is as follows: From the 2d to the 6th, lowered tail-pits and placed counterweights on the south side. On the 6th, segmental girder adjusted to final position for erection of south leaf. On the 16th, placed west segmental girder on the north side. On the 20th, placed east seg-

mental girder on the north side. On the 24th, completed the erection of the south leaf with the exception of some riveting. On the 30th, began to lower the north leaf segmental girders back into position preparatory to erection.

The average number of men employed on the Main Street Bridge superstructure contract was 18. The record for the month is as follows: The assembling of machinery on the south side was finished on the 4th. The work of adjusting machinery and placing counterweights on floor beam was begun on the 5th. The pumping out of the tunnel in order to place cables under the river was begun on the 7th and completed on the 9th. The motor for the north side was received on the 9th. The placing of cable in the tunnel was begun on the 10th and completed on the 11th. The floor plate at the break in roadway was riveted on the 9th. The work of putting in feed wires from Twenty-first Street to the bridge was begun on the 18th and finished on the 22d. The work of installing motor on south side was begun on the 20th and completed on the 28th, when the machinery was started. On the 23d, the electric power was turned on the motors and machinery was started on the north side at 4 P. M. On the 26th, the north leaf was lowered at 10:30 A. M.

At the Ashland Avenue Bridge, at the beginning of the month, the south leaf was completed with the exception of placing the counter weight concrete and painting. The record of work done for the month is as follows: On the 6th, the northeast track girder was put in place. On the 9th, the northwest track girder was put in place. The east approach girder was unloaded on the 11th. The building of the south operating house was begun on the same date. The painting of the south leaf and the installing of the motor for the south leaf was begun on the 17th. The east approach girder for the north side was in place on the 18th. The dredging of the trench was begun on the 21st. The work of installing the feed wires from Ashland Avenue and Twenty-second Street to the bridge was completed on the 22d. The placing of cable in trench was finished on the 25th. The placing of concrete for the south approach was begun on the 26th. The air pipe was placed in the trench on the 27th. An average daily force of 29 men was employed on this work during the month.

Miscellaneous.

In the Drafting Department the following drawings, etc., were made: Plat of right of way of the P. F. W. & C. Ry. in Lot 5, Block 14, of Canal Trustees Subdivision; plat of tract of land to be leased to the McCormick Harvesting Machine Company west of Western Avenue; profile of Lake Joliet; tracing of Greeley's survey from Madison to Lake Streets; cross-sections of rock surface in the South Fork of the South Branch of the Chicago River; plan of the proposed change to the Loop Power House; and a plan, on a large scale, of Blocks N, O and 51 of the original town of Chicago.

About 85 per cent of the shop plans for the State Street Bridge has been checked and 60 per cent has been approved. The plans for the Harrison Street Bridge have all been checked and approved. The plans of apparatus for operating the foot brakes for the Canal and Main Street Bridges have been checked and approved.

The work of repairing the Lockport and Wire Mills Road Bridges was continued and finished at the end of the month. An 8-foot driveway of 2 inch maple plank was laid down in the center along the entire length of the Lockport Road Bridge, and in the western or old part of the Wire Mills Road Bridge, 44 new stringers and about 120 feet of new dock were put in.

The great number of thunder storms during the month made considerable repairing necessary to the instruments at both ends of the telephone line.

The work of re erecting the police station at Robey Street was practically completed at the end of the month.

Shannon & Chase continued the work of sorting lumber at the Robey Street Yards during the month.

In addition to the work reported above, the engineering corps continued taking hydraulic measurements, in computing estimate notes, in preparing for and attending law cases and in making surveys, etc.

I estimate the expenses of this Department for the month of July will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF JUNE, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Maintenance of Highway Bridges.
	Salaries.	Supplies, Etc.	Total.		
Maps and Plans for General Use	$ 48 40	$ 43 01	$ 91 41	.....	.....
Right of Way	577 00	5 26	582 26	.....	.....
Hydraulic Measurements	867 60	285 81	1,153 41	.....	.....
Mortar, Sand and Cement Tests	243 75	.....	243 75	.....	.....
Photographs of Works	125 00	.....	125 00	.....	.....
Thirty-ninth Street Conduit and Pumping Station	263 33	319 00	582 33	.....	.....
Illinois Valley Work	175 63	173 48	349 11	.....	.....
Chicago River Dredging, Docking, etc., North Branch	216 40	20 68	237 08	.....	.....
Chicago River Dredging, Docking, etc., South Branch	1,558 45	108 20	1,666 65	$11,467 60	.....
State Street Bridge, Chicago River	974 78	114 64	1,089 42	11,720 19	.....
Randolph Street Bridge, Chicago River	634 20	136 56	770 76	.....	.....
Harrison Street Bridge, Chicago River	551 30	83 01	634 31	8,096 27	.....
Canal Street Bridge, Chicago River	462 50	386 39	849 89	24,515 55	.....
Main Street Bridge, Chicago River	349 90	495 67	845 57	12,968 95	.....
Loomis Street Bridge, Chicago River	.....	18 26	18 26	.....	.....
Ashland Avenue Bridge, Chicago River	294 10	185 26	479 36	9,662 18	.....
Main Channel and River Diversion, Excavation, etc	5 00	—77 33	—72 33	.....	.....
Kedzie Avenue Permanent Bridge, Main Channel, Section N	.....	.....	.....	.....	$ 105 00
Willow Springs Road Permanent Bridge, Main Channel, Section 1	.....	.....	.....	.....	41 50
Lemont Road Permanent Bridge, Main Channel, Section 8	.....	.....	.....	.....	33 69
Romeo Road Permanent Bridge, Main Channel, Section 12	.....	.....	.....	.....	10 00
Controlling Works and Joliet Project	180 62	3 80	184 42	9,831 75	.....
Lockport Road Bridge, Section 16	.....	.....	.....	.....	405 02
Wire Mills Road Bridge, Section 16	.....	.....	.....	.....	249 35
Totals	$7,528 96	$2,301 70	$9,830 66	$ 88,262 49	$ 844 56

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done During June, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River, dredging, docking, etc	29,100.0	.....	.....
State Street Bridge, Chicago River	1,000.0	1,300.0	15,600.0
Canal Street Bridge, Chicago River	146.0	111.4	.....
Main Street Bridge, Chicago River	462.1	367.2	1,341.0
Totals	30,708.1	1,778.6	16,941.0

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT

Amount Earned During June, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Joliet Project.	Totals
	Dredging, Docking, Etc.	Bridges.		
Chicago River, dredging, docking, etc	$13,142 88	.....	.....	$ 13,142 88
Section 18	.....	.....	$ 9,831 75	9,831 75
State Street Bridge, Chicago River	.....	$ 13,394 50	.....	13,394 50
Harrison Street Bridge, Chicago River	.....	8,096 27	.....	8,096 27
Canal Street Bridge, Chicago River	.....	29,387 66	.....	29,387 66
Main Street Bridge, Chicago River	.....	15,638 95	.....	15,638 95
Ashland Avenue Bridge, Chicago River	.....	15,662 38	.....	15,662 38
Totals	$13,142 88	$ 82,179 76	$ 9,831 75	$ 105,154 39

REPORT IN REFERENCE TO CONVEYING CERTAIN PROPERTY BELONGING TO THE DISTRICT, TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY.

Mr. Braden, Chairman of the Joint Committee on Engineering and Finance, presented a report from the committee as follows:

CHICAGO, July 24, 1902.

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

GENTLEMEN—Your Joint Committee on Engineering and Finance respectfully reports that on the 22nd day of June, A. D. 1897, the District entered into an agreement with the Chicago, Madison and Northern Railroad Company (see page 4090 of the Proceedings, 1897), whereby the District agreed to build a bridge, across the Main Channel for said railroad company and also to change the alignment of the then existing road and, among other things, agreed to convey to said railroad company, within two years from the date of said contract, certain lands therein described; and the said railroad company also agreed to convey to said District certain other lands also described in said contract. The time for the exchange of lands between the District and said railroad company has long since passed, and said railroad company has notified the Chief Engineer of the District that it is ready to convey to the District the lands agreed to be conveyed by said contract upon the District's executing a deed to said railroad company as provided in said contract.

Your Joint Committee further reports that it is advised by the Chief Engineer that there are no provisions of said contract remaining unperformed on the part of said railroad company which would warrant any further delay on the part of the District in exchanging deeds.

Your Joint Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute a deed in the form hereto attached, conveying the property therein described, and that said deed be delivered to the Chicago, Madison & Northern Railroad Company when said railroad company shall have executed a good and sufficient warranty deed conveying to said Sanitary District the property agreed to be conveyed by said contract of June 22, 1897.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
T. A. SMYTH,
ALEX. J. JONES,

Joint Committee on Engineering and Finance.

(Accompanied by form of deed.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Nays—None.

REPORT IN REFERENCE TO PURCHASE OF CERTAIN PROPERTY FROM ELIZABETH BOYER, LOCATED ADJACENT TO THE CHICAGO RIVER.

Mr. Cloidt, member of the Committe on Finance, presented a report from the Committee as follows:

CHICAGO, July 30 h, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports that it has reached an agreement with Elizabeth Boyer for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving said river. Said property being described as follows, to-wit:

That part of Lot two (2), Blocks five (5) and six (6), in Canal Trustees' Subdivision of blocks in the south fractional one-half (½) of Section twenty-nine (29), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, lying northwesterly of a line described as follows:

Beginning at a point in the west line of

Lot five (5), in said Blocks five (5) and six (6), three hundred and three and eighty-seven one hundredths (303.87) feet distant from the southwest corner of said Lot five (5), measured along said west line; running thence northeasterly to a point in the east line of said Lot two (2) four hundred and thirteen and eleven one hundredths (413.11) feet distant from the southeast corner of Lot two (2), measured along said east line, containing ten thousand and fifteen and twenty-seven one hundredths (10,015.27) square feet more or less; situated in the City of Chicago, County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of four thousand and six dollars and six cents ($4,006.06), also to build a dock along the remaining portion of said property.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of four thousand six dollars and six cents ($4,006.06) to the said Elizabeth Boyer when she shall have executed and delivered to the Sanitary District of Chicago a good and substantial warranty deed, conveying to said District the above described property free and clear from all incumbrances.

Respectfully submitted,

FRANK X. CLOIDT,
J. C. BRADEN,
WM. H. BAKER,
THOMAS J. WEBB,
T. A. SMYTH,
ALEX J. JONES,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Nays—None.

REPORT IN REFERENCE TO RETAINING JOHN P. WILSON AND HENRY S. ROBBINS AS SPECIAL COUNSEL IN WATERPOWER SUITS.

Mr. Jones, member of the Committee on Judiciary, made a verbal report to the Board, stating that the committee had engaged Messrs. John P. Wilson and Henry S. Robbins as special counsel, to conduct the litigation growing out of the various suits against the Sanitary District in connection with protecting the District's water power at Joliet and in the vicinity of Lockport, Ill., and requesting the Board's concurrence in the committee's action.

Mr. Cloidt, seconded by Mr. Braden, moved that the verbal report of the Judiciary Committee be received and the action of the committee concurred in.

The motion prevailed unanimously and it was so ordered.

COMMUNICATION FROM GEORGE SHERMAN, COOK COUNTY THISTLE COMMISSIONER.

The Clerk presented a communication from George Sherman, Cook County Thistle Commissioner, addressed to President Smyth, calling attention to the Canada thistles growing along the District's right-of-way, in the Town of Lyons, and requesting that they be cut and destroyed.

Mr. Webb, seconded by Mr. Braden, moved that the communication be referred to the Committee on Health and Public Order.

The motion prevailed by a *viva voce* vote and it was so ordered.

Mr. Jones requested to be recorded in the negative on the above motion, insisting that the Police Department be ordered to cut said thistles at once.

COMMUNICATION FROM PARKER AND PARKER, ATTORNEYS, ALLEGING INFRINGEMENT OF A CERTAIN PATENT.

The Clerk presented and read a communication from Parker & Carter, Attorneys, alleging that the bridge erected by the Sanitary District, crossing the Chicago River at Ashland Avenue, the designs of which were furnished to the District by Page & Shnable, of Chicago, are an infringement of the claims of a certain patent issued to Joseph B. Strauss, which patent,

it is claimed, is now owned by certain clients of said attorneys, and informing the Board of their intention to proceed to recover such damages as they may be entitled to.

The above communication, by unanimous consent, was referred to the Committee on Judiciary.

ORDER IN REFERENCE TO EMERGENCY FUND FOR REGULAR AND FORCE ACCOUNT PAY-ROLLS, ETC.

Mr. Cloidt 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."

The roll being called on the motion for the adoption of the order resulted as follows:

Yeas—Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Nays—None.

Upon this result the Chair declared the motion carried.

TAX LEVY ORDINANCE OF THE SANITARY DISTRICT OF CHICAGO FOR THE FISCAL YEAR 1902.

Mr. Cloidt presented, and the Clerk read the following ordinance:

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

SECTION 1. That there be and is hereby levied upon all the taxable property within the Sanitary District of Chicago for the fiscal year 1902, the following sums of money, for the purposes hereinafter stated:

For the payment of principal of maturing bonds, one million five thousand ($1,005,000.00) dollars.

For the payment of accruing interest on bonds, six hundred eighty-five thousand four hundred ($685,400.00) dollars.

For all other corporate and municipal purposes of said Sanitary District of Chicago, five hundred fifty-nine thousand six hundred ($559,600.00) dollars; making a total of two million two hundred and fifty thousand ($2,250,000.00) dollars.

SECTION 2. That the Clerk of this Board is hereby directed to file with the County Clerk of the County of Cook and State of Illinois a certified copy of this ordinance; and the said County Clerk of the said County of Cook, in the State of Illinois aforesaid, is hereby directed to cause the aforesaid sums of money to be extended upon and against the taxable property within the said Sanitary District of Chicago, as by law provided.

SECTION 3. This ordinance to be in force from and after its passage."

Mr. Cloidt, seconded by Mr. Baker, moved that the ordinance as read and shown above be passed.

The roll being called, the vote resulted as follows:

Yeas — Messrs. Baker, Braden, Cloidt, Jones, Smyth and Webb—Six.

Nays—None.

Upon this result the Chair declared the ordinance passed.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF JULY, 1902.

(*Published in accordance with the resolution adopted by the Board January 3, 1902.*)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Ass't Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator	90 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H. Heilbron, Sub Asst. Engineer	175 00

E. L. Cooley, Sub Assistant Engineer.	$ 175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L Lahey, Computer	113 75
John Gaynor, Computer	113 75
C McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J C, Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Keller, Inspector	93 75
John D. Atkinson, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J T Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
J. P Hogan, Draftsman, 23 days	71 88
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,671 46

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	35 00
	$210 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	$ 125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sarah E. Riley, Stenographer	100 00
	$2,691 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Thomas Balcer, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Frank H. Shaffer, Patrolman, 15 days.	41 66
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
	$1,608 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00
Charles McElroy, Engineer	125 00
William Hannaway, Fireman	45 00
Michael Cassidy, Deck-hand	45 00
Edward Russell, Steward	60 00
	$ 365 00

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

AUGUST 11, 1902.

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, August 11, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Braden, Carter, Jones, Smyth, Webb and Wenter—Six.

Absent—Messrs. Baker, Cloidt and Legner—Three.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, Aug. 9, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Monday, August 11, 1902, at 2 o'clock, P. M., for the purpose of considering and passing on 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.

Very respectfully yours,

L. C. LEGNER,
Acting Clerk.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Jackson & Corbett Company, (Randolph Street Bridge, July 31, 1902)	$ 5,118 03	
Chicago Towing Company (State Street Bridge)	20 00	
American Bridge Company (State Street Bridge, July 31, 1902)	3,000 00	
Lydon & Drews Company (State Street Bridge, July 31, 1902)	1,179 50	
Lydon & Drews Company (Harrison Street Bridge, August 1, 1902)	5,402 22	
		$ 14,719 75

WATER POWER DEVELOPMENT.

Barrett Hardware Company (hardware)	$ 51 84	
A. R. Porter, Clerk (pay rolls)	1,071 59	
		1,123 43

ENGINEERING DEPARTMENT.

Standard Oil Company (gasoline)	$ 41 43	
Knickerbocker Ice Company (ice)	5 10	
J. Underwood & Co. (typewriter ribbon)	1 00	
J. W. Landis (oak hubs)	10 00	
Hibbard, Spencer, Bartlett & Co. (hardware)	20 92	
H. Schultz & Co. (paper boxes)	3 45	
Cavanaugh & Darley (repairs, gasoline launch)	8 40	
Marshall Field & Co. (towels)	2 63	
John A. Roebling's Son's Company (galvanized wire)	8 51	
Hans Isak (gauge reading, July, 1902)	10 00	
Ralph Modjeski (inspecting bridge material)	40 43	
Pittsburg Testing Laboratory Ltd. (inspecting bridge material)	211 32	
Chicago Printing and Embossing Company (stationery)	69 50	
Geo. B. Carpenter & Co. (paint, etc.)	9 28	
Henry Stuckart (hardware)	6 73	
James J. Mackey (cartage)	10 00	
The Duncan (board, account Illinois Valley work)	2 00	
Union Hotel (board, account Illinois Valley work)	7 50	
The Hotel Fey (board, account Illinois Valley work)	8 25	
James McFadden (livery)	4 00	
Carse Brothers Company (row boat)	41 00	
E. H. Heilbron (expense Illinois Valley work)	107 64	
J. E. Grady (expense)	7 60	
G. M. Wisner (expense)	17 09	
Wm. Sullivan (expense)	17 95	
D. C. Custer (expense)	5 00	
Chas. Wink (expense)	11 24	
Theodore Buskirk (expense)	3 00	
Frederick Post Company (drafting material)	27 82	
Keuffel & Esser Company (drafting material)	65 63	
R. Seelig (surveying instruments)	58 00	
Pearson Bros. (blue prints)	32 81	
Eugene Dietzgen Company (blue prints)	20 94	
Sweet, Wallach & Co. (photographing supplies)	51 65	
		947 82

LAW DEPARTMENT.

Richard Cullen (services, McMahon & Montgomery Company suit)	$ 45 00	
George Himrod (expert services)	75 00	
Belton Halley (expert services)	625 00	
		745 00

POLICE DEPARTMENT.

A. J. Dunbar (hardware Forty-eight Street Station)		$ 6 55

GENERAL ACCOUNT.

Security Building Receivership (rent, offices, August, 1902)	$ 478 33	
Chicago Arbeiter Zeitung Publishing Company (advertising)	29 25	
The Chicago Citizen Company (advertising)	44 50	
Illinois Staats Zeitung Company (advertising)	24 37	
		576 45

MAINTENANCE ACCOUNT.

Chas. Wink (expense)	$ 3 15	
H. Channon Company (manila rope, etc.)	36 58	
Hibbard, Spencer, Bartlett & Co. (hardware)	7 45	
Edward Hines Lumber Company (lumber)	5 33	
Isham Randolph (pay rolls, account repairs to life lines)	305 45	
The Garden City Sand Company (sand)	37 87	
Standard Oil Company (oil, Controlling Works)	10 03	
		405 86

TELEPHONE LINE.

Chas. Wink (expense)	$ 3 40	
Western Telephone Construction Company (repairs telephone line)	15 90	
		19 30
Grand Total		$ 18,544 16

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Braden, Carter, Jones, Smyth Webb and Wenter—Six.

Nays—None.

PRESIDENT AND CLERK AUTHORIZED AND DIRECTED TO ADVERTISE FOR PROPOSALS FOR CONSTRUCTING CERTAIN WORKS FOR THE CONSERVATION OF THE DISTRICT'S WATER POWER.

Mr. Braden presented a form of advertisement for proposals for constructing certain works for the conservation of water power on the Channel of the Sanitary District of Chicago and the Desplaines River, and moved, seconded by Mr. Jones, that the President and Clerk be authorized and directed to cause said advertisement, in the form as presented, to be duly published, giving sixty days' notice of the date for the opening of bids for the work outlined therein.

The roll being called, the vote resulted as follows:

Yeas — Messrs. Braden, Carter, Jones, Smyth, Webb and Wenter—Six.

Nays—None.

Upon this result the Chair declared the motion carried.

The following is the form of advertisement authorized to be published:

SANITARY DISTRICT OF CHICAGO.

To Contractors:

Sealed proposals addressed to the Board of Trustees of the Sanitary District of Chicago and endorsed:

"Proposals for constructing certain works for the conservation of water power on the Channel of the Sanitary District of Chicago and the Desplaines River" will be received by the Clerk of the Sanitary District at Room 1110, Security Building, Chicago, until 12 M. (standard time), of Wednesday the 15th day of October, 1902, and will be publicly opened by said Board of Trustees at a meeting of the Board held that day.

The work for which said tenders are invited covers two separate locations:

First—In the vicinity of Lockport, Will County,

Illinois (hereafter known as the Lockport development), the preparation of wall foundations, the building of concrete retaining walls, the excavation of a channel both above and below the site selected for the power development, the building of sluice ways, levees and other works auxiliary to the project of power development, such as raising the grade of highways and bridges appertaining thereto, all in accordance with the plans adopted therefor by the Sanitary District.

Second—In the vicinity of Hickory Creek near the southern limits of Joliet, Will County, Illinois (hereafter known as the Hickory Creek development), the excavation and preparation of foundations for a dam and constructions appertaining thereto, and a tail race; the building of a concrete masonry dam and constructions appertaining thereto, together with the building of coffer-dams, levees and all auxiliary work necessary to the execution of the plans for the work.

The work for which said tenders are invited includes supplying all materials, tools, appliances, labor and superintendence essential to the proper execution of the work within the time required by, and in accordance with the plans, specifications and directions of the Sanitary District.

Bidders will make separate proposals for the work to be done at each of the pieces of work designated herein.

Each bid must be accompanied by a certified check or cash to the amount of three thousand ($3,000) dollars. All certified checks must be drawn on some responsible bank doing business in the City of Chicago and made payable to the order of the Clerk of the Sanitary District of Chicago Said amounts of three thousand ($3,000) dollars deposited with bids will be held by the Sanitary District of Chicago until all of the respective bids for said structures have been canvassed and the contracts awarded and signed, the return of said check or cash being conditioned upon the appearance within ten (10) days after receiving notice of the award to him, of the contractor to whom the award shall have been made, with bondsmen, and the execution by him of a contract with the said Sanitary District for the work so awarded, and giving a bond satisfactory to the Board of Trustees for the sums hereinafter named, viz.: For the Lockport development in the sum of one hundred thousand ($100,000.00) dollars.

For the Hickory Creek development the sum of seventy-five thousand ($75,000.00) dollars

All bids must be made upon the blank forms furnished by the Sanitary District. No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience in the class of work to be undertaken by him and of his financial ability successfully to prosecute said contract in case the same shall be awarded to him.

Bidders are requested to state in their bids their individual names and places of residence in full.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,

By THOMAS A. SMYTH,

Attest: *President of its Board of Trustees.*

A. R. PORTER, *Clerk.*

August 11, 1902.

ADJOURNMENT.

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

A. R. Porter, CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

AUGUST 27, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, August 27, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Carter, Legner, Smyth, Webb and Wenter—Five.

Absent—Messrs. Baker, Braden, Cloidt and Jones—Four.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Carter, seconded by Mr. Legner, the minutes of the regular meeting, held July 23, 1902, the special meeting, held July 30, 1902, and the special meeting, held August 11, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, August, 1902)	$ 7,693 33
Clerical Department (Clerk's, August, 1902)	958 33
Law Department (Attorney's, August, 1902)	2,691 64

Treasury Department (Treasurer's, August, 1902)		$ 375 00
Police Department (Marshal's, August, 1902)		1,833 28
General Account (General, August, 1902)	$ 210 00	
General Account (Steamer Juliet, August, 1902)	365 00	
General Account (Trustees', August, 1902)	2,333 33	
		2,908 33
Maintenance Accounts (Controlling Works, August, 1902)		550 00
Total		$ 17,009 91

CONSTRUCTION ACCOUNT.

Bullard and Gormley Company (State Street Bridge, August 20, 1902)	42 26	
Isham Randolph (Harrison Street Bridge, August 20, 1902)	75 23	
Lydon & Drews Company (Ashland Avenue Bridge, August 12, 1902)	958 98	
Wm. Thorne (Ashland Avenue Bridge, August 11, 1902)	17 00	
Lydon & Drews Company (Canal Street Bridge, August 23, 1902)	1,778 95	
Wm. Thorne (Main Street Bridge, August 11, 1902)	17 00	
		2,889 42

WATER POWER DEVELOPMENT.

A. R. Porter, clerk (pay rolls, August 9, 1902)		$ 1,547 01

ENGINEERING DEPARTMENT.

Paul Pouliot (repairing row boat)	$ 15 00	
Isham Randolph (expense)	250 50	
Wm. Trinkaus (expense)	7 49	
		$ 272 99

LAW DEPARTMENT.

C. S. Cutting (rent of Joliet office, July 1902)	$ 20 00	
G. A. M. Liljencrantz, Civil Engineer (professional services)	36 00	
E. Lee Heidenreich (expert services)	120 00	
John N. Lawson (expert services)	105 00	
John F. Higgins (envelopes)	10 60	
The Chicago Chronicle Company (publishing notice of condemnation)	42 00	
Grace Artingstall (services as special stenographer)	75 00	
Henry J. Schluntz, Clerk (court costs)	32 00	
Mrs. A. L. Kelly (court reporting)	25 00	
John O'Connor (copy agreement Canal Commissioners et al. and District)	4 00	
A. Hannibal (repairing office chair)	2 50	
Hass Detective Agency (professional services)	108 00	
Ernest J. Magerstadt, Sheriff Cook County (serving writs)	151 50	
		$ 731 60

TREASURY DEPARTMENT.

Cameron, Amberg & Co. (bond register)		38 25

POLICE DEPARTMENT.

Isham Randolph (account re-erection Forty-eighth Street station)		67 00

GENERAL ACCOUNT.

Twentieth Century Press Clipping Bureau (clippings for May, June and July	$ 12 00	
Chicago Printing and Embossing Company (printing notices of meetings)	6 00	
John F. Higgins (printing proceedings for July, 1902)	75 10	
The Chicago Daily Labor World (advertising)	27 00	
The Chicago Eagle (advertising)	30 00	
John M. Smyth Company (kitchen utensils for Steamer Juliet	18 26	
Geo. B. Carpenter & Co. (kitchen utensils for Steamer Juliet	3 10	

Youghioghny and Lehigh Coal Company, (coal, Steamer Juliet).....	$ 104 60	
John L. Corcoran (plumbing work, Steamer Juliet).....	7 60	
		$ 283 66
MAINTENANCE ACCOUNT.		
Isham Randolph (account repairs to masonry walls, etc).....	$ 79 70	
F. G. Blakeslee (expense account controlling works).....	9 10	
		$ 88 80
Grand total.....		$ 22,928 64

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Carter, Legner, Smyth, Webb and Wenter—Five.

Nays—None.

REPORT FROM THE CLERK IN REFERENCE TO RECEIPT OF FOUR CHECKS FROM THE CHIEF ENGINEER.

The Clerk presented the following report, relative to having received four checks from Chief Engineer Randolph, in the sums of $25.10, $192.80, $1,319.40 and $346.22, respectively, being the proceeds from the sale of empty cement bags, lumber and material.

CHICAGO, August 21, 1902.

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

GENTLEMEN — I have received from Isham Randolph, Chief Engineer, checks for the following amounts and from the following-named persons:

Check for $25.10 from J. W. Dickinson, representative of the Alpha Portland Cement Company, for empty cement bags; check for the sum of $192.80 from Meacham & Wright, for empty cement bags; check from the Chicago Junction Railway Company, amounting to $1,319.40, in payment for material returned to the said company by the Sanitary District, and also checks to the amount of $346.22 from Shannon & Chase, the same being the final payment and settlement in full of the contract for the removal of lumber from the Robey Street yards, a detailed statement of which is hereto attached.

Awaiting your instructions, I remain,

Very truly yours,

A. R. PORTER, *Clerk.*

(Accompanied by four communications from Chief Engineer Randolph, and agreement between the District and Shannon & Chase for the removal of certain material.)

Mr. Carter, seconded by Mr. Legner, moved that the report be received, printed in the Proceedings, and the Clerk directed to deposit the respective sums with the Treasurer of the District.

The motion prevailed unanimously, and it was so ordered.

CLERK'S REPORT IN REFERENCE TO REFUSAL OF THE ATLAS STONE COMPANY TO PAY RENT.

The Clerk presented the following report with reference to the refusal of the Atlas Stone Company to pay rent for certain dockage land, under lease dated November 1, 1901.

CHICAGO, August 27, 1902.

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

GENTLEMEN—On November 1st, 1901, a lease was made by the Sanitary District to the Atlas Stone Company for certain dock property, with privileges of crossing the Sanitary District's right of way, for the term of one year, for the sum of two hundred dollars. I have made repeated requests to the Atlas Stone Company for a payment on this rent but have been unable to collect anything whatever. I have received nothing from them but promises, and I am informed that Mr. Frank E. Ketcham has been appointed receiver for the Atlas Stone Company.

Yours respectfully,

A. R. PORTER,

Clerk.

Mr. Wenter, seconded by Mr. Webb, moved that the report be referred to the Committee on Judiciary and the Attorney for the Board.

The motion prevailed unanimously and it was so ordered.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending July 31, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, August 1, 1902

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 of the District for the month ending July 31, 1902, as the same have been reported to me:

Engineering Department	58
Clerical Department	4
Law Department	11
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	101

Respectfully submitted,

A. R. PORTER, *Clerk.*

(Three enclosures.)

MONTHLY REPORT OF THE LAW DEPARTMENT FOR APRIL.

The Clerk presented the report of the Law Department for the month of April, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, June 2, 1902.

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

GENTLEMEN—I have the honor to submit to you the report of the Law Department for the month of April, 1902.

The following are the expenses of the Law Department for the month:

Court costs	$ 102 00
Legal services	300 00
Expense and stationery	51 63
Attorney's roll	2,591 64
Witness fees	5 00
Rent (Joliet)	20 00
Total	$ 3,070 27

The following cases were begun during the month:

The Sanitary District of Chicago vs. The Glucose Sugar Refining Company, et al., General Number 227049, in the Circuit Court of Cook County. This is a petition for the condemnation of certain property adjacent to the Chicago River.

The Sanitary District of Chicago vs. The Chicago Railway Terminal Elevator Company, et al., General Number 227350, in the Circuit Court of Cook County. This is a condemnation suit to acquire title to certain property adjacent to the Chicago River.

The Sanitary District of Chicago vs. Augustus F. Beidler, et al., General Number 227278, in the Circuit Court of Cook County. This is a condemnation suit to secure property required to widen the Chicago River.

The Sanitary District of Chicago vs. The Chicago and Northwestern Railroad Company, General Number 227277 in the Circuit Court of Cook County. This is a condemnation suit to acquire certain real property for the corporate purpose of the District.

The following proceedings were had in the cases mentioned:

In the case of the City of Chicago vs. The Sanitary District of Chicago, a motion was made by the City to have the case passed when it was reached for trial before Judge Neeley, which was accordingly done.

The case of The Sanitary District of Chicago vs. James Rae, in the Supreme Court of Illinois, has been called and taken under advisement.

In the case of Smith & Eastman, appellants, vs. The Sanitary District of Chicago, appellee, in the Appellate Court of the First District, briefs have been prepared and filed on behalf of the Sanitary District.

In addition to the above, the department has spent a large amount of time in comparing and preparing abstracts of record to be filed in the Appellate Court; and also in the prosecution of numerous cases for the violation of city ordinances which provide a penalty for the pollution of the Chicago River.

Respectfully submted,

JAMES TODD, *Attorney.*

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of June, 1902, which, by unanimous consent, was ordered printed and placed on file.

CHICAGO, July 30, 1902.

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

GENTLEMEN—I have the honor to submit the report of the Law Department for the month of June, 1902.

The following are the expenses and disbursements for the month:

EXPENSES.

Expert witnesses	$ 823 00
Expense	461 70
Attorney's roll	2,691 64
Legal services	5,400 00
Gahan & Byrne, arbitration	2,334 70
Court reporting	104 37
Printing and books	167 25
	$11,982 66

The following suits were begun during the month:

The Sanitary District of Chicago vs. Delia S. Gallup, et al., General Number 228789, in the Circuit Court of Cook County.

Sanitary District of Chicago vs. Peoples' Gas Light and Coke Company, Equitable Gas Light and Fuel Company, et al. General Number 228790, in the Circuit Court of Cook County.

Sanitary District of Chicago vs. Seaverns Elevator Company, et al., General Number 228791, in the Circuit Court of Cook County.

Sanitary District of Chicago vs. Peoples' Gas Light and Coke Company, et al., General Number 228792, in the Circuit Court of Cook County. This case and the three preceding are petitions for the condemnation of certain property acquired for the improvement of the Chicago River.

Northern Trust Company of Chicago, sole executor and trustee of the last will and testament of Jonathan Abel, deceased, vs. Sanitary District of Chicago and Jackson & Corbett Company, a corporation, General No. 222926, in the Superior Court of Cook County. This is a suit for $50,000.00 for damages to the building situated on the northeast corner of Randolph Street and the South Branch of the Chicago River, caused by the construction of the Coffer Dam for the Randolph Street Bridge.

The following proceedings were had in the cases mentioned:

In the case of the Joliet Pioneer Stone Comyany vs. The Sanitary District, the motion of the defendant for a new trial was overruled and a judgment entered for $3,000.00. An appeal was prayed and allowed to the Appellate Court for the Second District.

In the case of the McMahon & Montgomery Company, et al., vs. The Sanitary District, a motion for a new trial was overruled and judgment entered for $179,595.00. An appeal was prayed and allowed.

In the case of the Franklin Transit Company vs. The Sanitary District, in the United States District Court, depositions were taken in Cleveland, Ohio, on behalf of libellant. A representative of this department appeared on behalf of the Sanitary District.

In addition to the above the department has been engaged in the examination of abstracts of title and in prepairing briefs and abstracts in the cases appealed to the upper court.

Respectfully submitted,

JAMES TODD,

Attorney.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of July, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR JULY, 1902.

Receipts.

Balance on hand at date of last report		$ 2,242,433 07
From A. R. Porter, Clerk, account Engineering Department	$ 105 00	
From A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	4,740 00	
From Chicago National Bank, Interest Account	1,022 21	
From Equitable Trust Company, Interest Account	1,273 93	
From Home Savings Bank, Interest Account	424 65	
Total cash received for month		7,565 79
		$ 2,249,998 86

Disbursements.

Telephone Line	$ 15 25	
Clerical Department	57 50	
Treasury Department	4 50	
Engineering Department	2,139 10	
Construction Account	88,904 51	
Law Department	16,341 82	
Land Account	5,693 00	
General Account	1,491 37	
Police Department	235 80	
Maintenance Account	4 85	
Taxes on Land, Will County	3,010 37	
Maintenance of Highway Bridges	711 98	
Bond Account—Bonds Paid	200,000 00	
Bond Interest and Premium Account—Interest on Bonds	262,175 00	
Total cash disbursed		$ 580,785 14
Balance this date in banks, as per schedule endorsed hereon		1,669,213 72
		$ 2,249,998 86

Schedule.

Chicago National Bank	$ 645,006 18
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 1,699,213 72

CHICAGO, August 8, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of July, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, August 25, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $67 866.61. Vouchers were issued on this account to the amount of $54,283.81.

The engineering expenses were $9 123.45, divided as follows: Salaries, $7,537.71; supplies, etc., $1,585.74. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the dredging and docking of the river is as

follows: Dredge No. 2 made 26 feet of water at Collision Bend from the 1st to the 6th. From the 6th to the 14th, it was at work between Canal and Twenty-second Streets; from the 14th to the 19th, it was at work cutting off a piece of property immediately west of Stewart Avenue, known as the Philadelphia and Reading Coal Company's property; and from the 19th to the 31st, it was at work between Main and Deering Streets, making 26 feet of water. The only docking done was at the Heldmaier property from the 12th to the 14th, and from the 1st to the 11th, and from the 21st to the 31st on the Philadelphia and Reading Coal Company's property, driving anchor and dock piles.

On the 28th, the contractors started with drill scow at work widening the 60-foot cut to 100 feet in the South Fork. This work of drilling the rock was continued to the end of the month, at which time it was two-thirds completed.

The following work was done at the State Street Bridge: On the 22nd, the concreting of the abutment pier and retaining walls was finished with the exception of about 50 yards, which cannot be laid until the track girders and bracing have been set and riveted. The bolsters for the south piers and abutment were set on the 21st, and the track girders on the 31st. On the north side of the river, the driving of foundation piles for the piers and abutment was finished on the 10th. From the 15th to the 20th, the pile driver was employed in sawing off the foundation piles at -18 C C. D, and on the 23rd the driving of the north coffer-dam was recommenced.

At the Randolph Street Bridge an average daily force of 28 men was kept at work erecting and riveting steel, at excavating and at placing bracing. The work on the east side was as follows: From the 1st to the 31st, riveting, erecting and setting counter-weight and floor pit linings was carried on. On the west side no work was done between the 1st and 8th. From the 8th to the 31st excavating and bracing the coffer-dam was carried on. The second set of braces was finished on the 12th and the third on the 23d. The south two-thirds of the abutment was down to -14 on the 31st, and the north one-third was down to -18 C. C. D.

Work on the substructure of the Harrison Street Bridge was carried on from the 1st to the 22nd, at which latter date the work was shut down for the month. The work done consisted of driving foundation piles and, on the 22nd, the piles for the east abutment were driven but not sawed off.

At the Canal Street Bridge, at the beginning of the month, there remained no work to be done under the substructure contract with the exception of pulling the coffer-dam and building the protection for the abutment. This remaining work was carried on during part of the month, at the end of which the protection piles for the abutment were driven but none of the caps were in place. Three wires were strung to this bridge from Canal and Eighteenth Streets for the purpose of supplying power for the operation of same. The daily average number of men employed on the superstructure contract for the month was about 29. From the 1st to the 15th, the men were employed in placing counterweights, in erecting and riveting, and in erecting derricks on the north side. On the south side, the work consisted of placing counter weights and riveting. The erection of the south leaf was completed on the 19th. The work of erecting operating houses on the south side was begun on the 21st, and on the north side on the 25th. The placing of the air pipe in the trench across the river was done on the 21st. The placing of the machinery for the north side was begun on the 24th.

The daily average number of men employed on the superstructure contract for the Main Street Bridge was 21, and the work consisted mainly of riveting the lateral bracing of the top panel chords, the adjusting of the machinery, and painting. On the 1st, the bridge was about ready to be lowered for the first time; and on the 3d, both leaves were lowered and the riveting of the lateral bracing was commenced. The building of the operating house was begun on the 2d. The balance of the month was spent in riveting the lateral bracing, in adjusting the machinery, in building the operating house, in painting, etc.

The daily average number of men employed on the superstructure contract for the Ashland Avenue Bridge was 19. Work

on the south leaf consisted of painting and placing the concrete for the counterweights and adjusting the machinery. On the north side, the contractors had finished the panels of the leaf on the 24th. The remainder of the month was occupied in erecting the derrick to be used in the erection of the top panel.

Water Power Development at Lockport and Joliet.

On the 16th, the work at Joliet was started at about three thousand feet below McDonough street preparatory to the construction of a dam for the purpose of developing water power. This work was done by force account and carried on until the 29th, when further operations were prevented by injunction proceedings. When the work was closed down, the embankment, which was to be used as cofferdams, had been built out into the Desplaines river; a roadway had been built on the embankment from McDonough street to the site of the dam; an office and a tool house had been built, and about 200,000 feet of lumber had been unloaded from cars and delivered to the site of the work.

On the 28th, a force of about fifty men started to work excavating below the Wire Mills road at Lockport and continued to the end of the month. This work was carried on in connection with the water power development between Lockport and Joliet. On the 29th the force that had been at work at Joliet was brought to Lockport, and continued at work at that point to the end of the month.

Miscellaneous.

In the Drafting Department the 200 foot scale map of the north Branch of the Chicago River was continued and the following drawings, etc., were made: Plat of Blocks N. O. and 51 of the original town of Chicago; plats of the proposed location of water power near Hickory Creek, Joliet and Lockport, Illinois; plat of the west bank of the Chicago River, from Van Buren to Madison Streets; descriptions and map for right of way from the southern limits of Joliet to Brandon Road; and sundry maps, etc., for the Law Department.

The work of checking the plans of the State Street Bridge was entirely completed at the end of the month. Plans were made for stringer plates account placing street railway tracks across the Main Street Bridge. A set of the Scherzer plans were being revised to fit the conditions at the Loomis Street crossing of the Chicago River. The plans for the Eighteenth Street Bridge were being revised so as to cover all points that have developed during the construction of bridges under contract.

The work of pointing and repairing the masonry along the rock sections of the Main Channel was begun on the 16th in the windage basin at the Controlling Works and continued to the end of the month. A daily average force of 12 men was employed. Repairs to the life saving apparatus were also made.

Shannon & Chase continued the work of sorting lumber at the Robey Street Yards during the month.

In addition to the work reported above, the engineering corps continued taking and recording hydraulic measurements, in computing estimate notes, in preparing information for law cases and in making surveys, etc.

I estimate the expenses of this Department for the month of August will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF JULY, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Total.	
Maps and Plans for General Use	$ 264 50	$ 33 32	$ 297 82	.....
Right of Way	260 62	504 12	764 74	.....
Hydraulic Measurements	563 83	157 85	721 68	.....
Mortar, Sand and Cement Tests	243 75	4 13	247 88	.....
Photographs of Works	125 00	51 65	176 65	.....
Thirty-ninth Street Conduit and Pumping Station	227 50	.....	227 50	.....
Illinois Valley Work	483 75	177 26	661 01	.....
Chicago River Dredging, Docking, etc., North Branch	.....	6 43	6 43	.....
Chicago River Dredging, Docking, etc., South Branch	1,224 46	63 57	1,288 03	$ 14,719 69
State Street Bridge, Chicago River	725 09	66 92	792 01	13,293 75
Randolph Street Bridge, Chicago River	630 75	52 94	683 69	5,129 31
Harrison Street Bridge, Chicago River	459 63	76 06	535 69	6,803 60
Eighteenth Street Bridge, Chicago River	46 70	9 00	55 70	.....
Canal Street Bridge, Chicago River	492 28	90 15	582 43	2,669 73
Main Street Bridge, Chicago River	325 00	38 66	363 66	932 16
Loomis Street Bridge, Chicago River	222 05	19 10	241 15	.....
Ashland Avenue Bridge, Chicago River	352 50	144 22	496 72	10,928 37
C., M. & N. R. R. Co.'s Perm. Bridge, M. C., Sec. N.	.....	10 00	10 00	.....
Belt Ry. Co. of Chicago, Perm. Bridge, M. C., Sec. K	.....	.....	.....	—192 80
Controlling Works and Joliet Project	.....	1 45	1 45	.....
Water Power Development at Lockport	278 40	24 99	303 39	.....
Water Power Development at Joliet	611 90	53 92	665 82	.....
Totals	$7,537 71	$1,585 74	$9,123 45	$ 54,283 81

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done by Contractors During July, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River, dredging, docking, etc	62,800	.....	.....
State Street Bridge, Chicago River	.....	1,000	5,600
Randolph Street Bridge, Chicago River	1,000	.....	.....
Harrison Street Bridge, Chicago River	—1,962	.....	11,090
Canal Street Bridge, Chicago River	1,137	.....	4,645
Totals	62,975	1,000	21,335

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT

Amount Earned by Contractors During July, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel. Bridges.	Totals
	Dredging, Docking, Etc.	Bridges.		
Chicago River, dredging, docking, etc	$16,822 50	.....	.....	$ 16,822 50
State Street Bridge, Chicago River	.....	$16,442 88	.....	16,442 88
Randolph Street Bridge, Chicago River	.....	5,860 46	.....	5,860 46
Harrison Street Bridge, Chicago River	.....	7,575 35	.....	7,575 35
Canal Street Bridge, Chicago River	.....	2,723 99	.....	2,723 99
Main Street Bridge, Chicago River	.....	932 16	.....	932 16
Ashland Avenue Bridge, Chicago River	.....	17,702 07	.....	17,702 07
Belt Ry. Co. of Chicago's Bridge, M. C., Section K	.....	.....	$ —192 80	—192 80
Totals	$16,822 50	$ 51,236 91	$ —192 80	$ 67,866 61

RECESS.

Mr. Legner, seconded by Mr. Wenter, moved that the Board now take a recess.

The motion prevailed unanimously, and it was so ordered.

The Board then took a recess.

REPORT RECOMMENDING POSTPONEMENT OF OPENING BIDS FOR THE SUB AND SUPERSTRUCTURES FOR THE LOOMIS AND EIGHTEENTH STREET BRIDGES.

On reconvening, Mr. Wenter, member of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, August 27, 1902.

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

GENTLEMEN—Your Committee on Engineering herewith reports that owing to circumstances having arisen which, in the judgment of your Committee on Engineering, make it expedient that the time for opening bids on the bridges which this District proposes erecting across the Chicago River at Eighteenth street and at Loomis street be extended from September 3rd to November 5th, 1902.

Your Committee, therefore, recommends that the Clerk of the District be instructed and ordered to continue the present advertisement covering the structures above mentioned from September 3rd to November 5th, 1902, inclusive; said advertisement to have a proper notice affixed showing said extension of time for opening bids on said bridges.

Respectfully submitted,

Z. R. CARTER,
THOMAS A. SMYTH,
FRANK WENTER,
THOMAS J. WEBB,
WM. LEGNER,
Committee on Engineering.

Mr. Wenter 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.

REPORT IN REFERENCE TO AGREEMENT WITH HOUDD DEWIT GIBSON FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committe on Finance, presented a report from the Committee as follows:

CHICAGO, August 26, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that it has reached an agreement with Houdd DeWit Gibson, of the City of Chicago, County of Cook and State of Illinois, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the said River, said property being described as follows:

That part of Lot four (4), Block thirty-five (35), in Canal Trustees' Subdivision of the west half (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, lying southeasterly of a line described as follows: Beginning at a point in the dividing line between Lots four (4) and five (5), in said Block thirty-five, (35), one hundred sixty-nine and thirty-eight one-hundredths (169.38) feet distant from the northwest corner of said Lot four (4), measured along said dividing line; running thence northeasterly to a point in the west line of Lot five (5), Block fourteen (14), in said Canal Trustees' Subdivision, one hundred fifty-six and seventy-six one-hundredths (156.76) feet distant from the northwest corner of said Lot five (5), measured along said west line of said Lot five (5), containing two thousand one hundred forty-eight and five tenths (2,148.5) square feet, more or less, situated in the City of Chicago, County of Cook and State of Illinois.

The Committee has agreed on behalf of the Sanitary District of Chicago to pay for said property the sum of two thousand three hundred sixty-three and thirty five one-hundredths ($2,363.35) dollars, and to build a dock along the river frontage of

that portion of said Lot four (4) remaining after the portion above described shall have been excavated by the Sanitary District. Said dock to be built according to the specifications of the Sanitary District of Chicago for its wooden docks.

The Committee, therefore, recommends that the President and Clerk of the Sanitary District be authorized and directed to pay on the voucher of the Attorney the sum of $2,363.35 to the said Houdd DeWit Gibson when he shall have executed and delivered to the Sanitary District of Chicago a good and sufficient warranty deed, conveying to said District the above described property free and clear from all incumbrances of whatsoever kind.

Respectfully submitted,

Z. R. CARTER,
Chairman.
THOMAS J. WEBB,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was adopted by the following vote:

Yeas—Messrs. Carter, Legner, Smyth, Webb and Wenter—Five.

Nays—None.

REPORT TRANSMITTING FINDINGS OF IRA O. BAKER, ARBITRATOR IN THE MATTER OF THE PAYMENT FOR CERTAIN ANCHOR BOLTS FOR THE EIGHT TRACK BRIDGE.

Mr. Carter, Chairman of the Joint Committee on Engineering and Finance, presented a report from the Committee as follows:

CHICAGO, July 23, 1902.

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

GENTLEMEN—On October 29, 1901, (page 7453 of Proceedings), we reported to your Honorable Body approving a voucher presented by the Chief Engineer in behalf of the Chicago Terminal Transfer Railroad Company covering the capitalization in the interest of said company in the Eight-Track Bridge in the sum of $18,238.15, it being understood at the time that the sum of $566.62 was to be deducted from this amount to cover a claim which the Chief Engineer advised the Board to withhold on account of work done by the Sanitary District on the said Eight-Track Bridge which, in the judgment of the said Chief Engineer, was not a liability of the District.

Again on November 6, 1901 (page 7468 of Proceedings) your Committee reported upon a capitalization voucher presented by the Chief Engineer covering the interest of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company in the said Eight-Track Bridge in the sum of $36 476.30. The conditions affecting this bridge as regards work done by the District were the same as those affecting the C. T. T. R. R. Co.'s Bridge and it was understood that the sum of $1,133 15 should be withheld from the amount of the voucher to compensate the District for the work done.

The railroads in interest refused to accept the rulings of the Chief Engineer as to the amounts due the District, on account of the work done as aforesaid, and the whole matter was referred to Prof. Ira O. Baker as sole arbitrator of the questions at issue by your Honorable Body on May 28, 1902 (page 7908 of the Proceedings). The findings of the arbitrator, which were submitted to the Engineering Committee on Monday, the 14th inst., were adverse to the District. We transmit herewith the findings of said arbitrator, and recommend that the Clerk of the District be authorized and directed to pay the full amount of the capitalization vouchers as the same were ordered under date of October 30, 1901, and November 6, 1901.

We further recommend that the Clerk be authorized and directed to charge to Bridge Construction, Main Channel, the sum of $2,266.50 and credit the accounts of the three railroad companies in interest in said eight-track bridge with the several amounts now charged against them on the books of the District, as follows:

Pittsburg, Cincinnati, Chicago & St. Louis Railway Company	$1,133 25
Chicago Junction Railway Company	566 63

Chicago Terminal Transfer Railroad Company.....$ 566 62

Respectfully submitted,
Z R. CARTER,
Chairman.
WM. LEGNER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
WM. H. BAKER,
ALEX J. JONES,
Committee on Engineering and Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Carter, Legner, Smyth, Webb and Wenter—Five.

Nays—None.

The following is the decision of Ira O. Baker, accompanying the report of the Joint Committee on Engineering and Finance:

DECISION OF ARBITRATOR CONCERNING PAYMENT FOR ANCHOR BOLTS IN THE EIGHT-TRACK BRIDGE OVER THE SANITARY CANAL AT CAMPBELL AVENUE, CHICAGO.

Certain differences having arisen between the Sanitary District of Chicago, party of the first part, and the P., C., C. & St. L. R. R., the Chicago Junction Railway (Union Stock Yards and Transit Company), and the Chicago Terminal Transfer Railroad (Chicago and Northern Pacific), party of the second part, growing out of the construction of the eight-track bridge over the Sanitary District at Campbell Avenue, Chicago, by the party of the first part for the joint use of the party of the second part, the same was submitted to the undersigned as arbitrator on June 20, 1902, at the office of the Sanitary District in Chicago. The party of the first part was represented by Isham Randolph, Chief Engineer, and W. M. Hughes, Bridge Engineer, of the Sanitary District; and the party of the second part was represented as follows: The P., C., C. & St. L. R. R. by Thomas H. Johnson, Chief Engineer, and J. C. Bland, Engineer of Bridges; the Chicago Junction Railroad by J. B. Cox, Chief Engineer; and the Chicago Terminal Transfer Company by F. E. Paradis, Chief Engineer.

The question at issue is to determine which party is rightfully chargeable for the cost of certain anchor bolts or dowels inserted in the masonry of said bridge. The party of the first part, the Sanitary District, claims that the anchor bolts are a departure from the approved plans, and were inserted at the demand of the party of the second part, and therefore should be paid for by the three railroad companies. The party of the second part claims that the anchor bolts were necessitated by an unauthorized change made in the original plans by the Sanitary District, and therefore should be paid for by said Sanitary District. The amount involved is $3,051.64, the total cost of material and labor necessary in inserting said anchor bolts or dowels.

The party of the first part submitted the printed proceedings of the Trustees of the Sanitary District showing (1) the original contracts and also supplemental agreements between said Sanitary District and the several railroad companies; (2) the agreement with the Scherzer Rolling Lift Bridge Company, owners of the patents on the form of the bridge erected; (3) the contract and specifications for the construction of said bridge. It is admitted by both parties that the contracts require that all plans shall be approved by the chief engineers of the three railroad companies in interest.

On July 17, 1899, the said three chief engineers approved Plan 8-B-1 for the masonry of said bridge, subject to the following conditions indicated in writing thereon: "NOTE—Approval given below is with the understanding that stone facing to concrete masonry piers will begin four feet below the water line." This drawing shows stone masonry on the *exterior* faces of the concrete pier extending a little below the water line, and the three chief engineers testify that they intended by the above note to require the stone facing to extend four feet below the water line for the protection of the pier against the abrasion of boats, running ice, floating debris, etc.

The bridge engineer of the Sanitary District interpreted this note as requiring stone facing on both the exterior and interior faces of the pier, i. e., on all faces exposed to the water, which would require stone masonry on the interior faces of the pockets for the counter-weights. In complying with this interpretation of the above note the bridge engineer applied the general specifications for stone masonry and claimed that they required that the entire pier to a depth four feet below the water line should be built of stone masonry; and the pier was so built.

Unquestionably there is a slight ambiguity as to the meaning of the above note, but general engineering practice would indicate that exterior faces were probably intended. The above interpretation of the bridge engineer overlooks the fact that the note refers to "facing to concrete," which implication is inconsistent with the substitution of coursed masonry for the concrete. Farther it is not clear that to carry the stone facing even on both the interiors and exterior faces four feet below the water, it was necessary to construct the entire upper part of the pier of coursed stone masonry. Again, the original plan showed the concrete stepped to receive the skew backs, and in substituting coursed masonry for

the concrete, the bridge engineer of the Sanitary District omitted to provide specially for the horizontal thrust of these skew backs. The said bridge engineer supposed that in sustituting the coursed masonry for the concrete in the upper part of the pier, he was simply complying with the above note, and therefore did not submit the plans for this coursed masonry to the three chief engineers; and consequently the plans for this part of the work were never approved by the party of the second part.

In a letter of the Chief Engineer of the Sanitary District to the chief engineers of the three railroads, the claim is made that the work was done under the immediate supervision of Mr. Ralph Modjeski as the representative of the party of the second part, and that therefore the work had been done under the supervision of a representative of the party of the second part; but the evidence does not show that Mr. Modjeski's relations to the construction of the bridge were sufficient to relieve the Sanitary District in the matter in controversy.

The Chief Engineer of the Sanitary District claims that the arbitrator should make an investigation as to whether the anchor bolts or dowels were necessary for the stability of the bridge; but the party of the second part claims that as the bridge was to be built to the satisfaction of the chief engineers of the three railroad companies, the question of the stability of the structure is not before the arbitrator. If it could be shown that the anchor bolts demanded of the party of the second part were entirely unnecessary, and that therefore the three chief engineers were unreasonable in their demands, then the arbitrator could properly consider whether the party of the second part should not bear the expense for said anchor bolts. The party of the second part presented a letter from the Scherzer Rolling Lift Bridge Company, inventors of this type of bridge and consulting engineers for the superstructure on behalf of the Sanitary District, claiming that the bridge without the anchor bolts was unstable; and the party of the second part also presented a letter from Mr. Ralph Modjeski, a competent engineer, saying that the anchor bolts as put in were necessary for the stability of the structure. No attempt was made by the party of the first part to refute this evidence, and consequently the presumption must be that the anchor bolts were necessary, and consequently that the demand by the party of the second part was reasonable.

Now therefore, insomuch as the party of the first part, the Sanitary District, did not submit to the three chief engineers of the party of the second part the plans and specifications for the coursed masonry for the upper eight feet of the piers, a vital part of said structure, as required under the contracts and agreements as aforesaid, the undersigned, acting as arbitrator in the above case, does hereby decide that the cost of the said anchor bolts is not a proper charge against said party of the second part, and judgment is rendered accordingly.

IRA O. BAKER,
Arbitrator.

COMMUNICATION FROM MURRAY NELSON.

The Clerk presented and read a communication from Mr. Murray Nelson, 108 Rialto Building, Chicago, alleging that a certain gas company is discharging matter of a dangerous character into the Ogden Slip, near Wallace Street and Archer Avenue, and offering to furnish the Board with evidence to this effect.

The communication, by unanimous consent, was referred to the Committee on Health and Public Order.

COMMUNICATION FROM PARKER AND CARTER.

The Clerk presented a communication from Parker & Carter, attorneys, informing the Board of their intention to enter suit for damages against the District, alleging infringement of a certain patent for the design for the Ashland Avenue Bridge.

The communication, by unanimous consent, was referred to the Committee on Judiciary and the Attorney for the Board.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF AUGUST 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$333 33
L. C. Legner, Ass't Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
A. G. Monahan, Assistant Operator, 10 days	30 00
George A. Keller, Assistant Operator, 20 days	60 00
	$550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$583 33
G. M. Wisner, Ass't. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Sub Ass't Engineer	175 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	$ 175 00
J. E. Grady, Instrument Man	150 00

D. C. Custer, Instrument Man	$ 150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Sub Instrument Man	125 00
J. P Murray, Sub Instrument Man	125 00
Robt. I. Randolph, SubInstrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer,	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector.,	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
George A. Keller, Inspector, 10 days	31 25
John D. Atkinson, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
J. P. Hogan, Draftsman	93 75
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
A. G. Monahan, Inspector, 20 days	62 50
	$7,693 33

GENERAL ACCOUNT ROLL.

Mary Morris, Operator,	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	35 00
	$210 00

LAW DEPARTMENT.

James Todd, Attorney	$416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sarah E. Riley, Stenographer	100 00
	$2,691 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$200 00
D. C. McCarthy, Sergeant	100 00
Thomas Balcer, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred. J. Schwindler, Patrolman	83 33
Joseph A. White, patrolman	83 33
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank. Patrolman	83 33
Samuel P. Luzzo, Patrolman, 6 days in June, month of July and August	183 33
	$1,833 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00
Charles McElroy, Engineer	125 00
William Hannaway, Fireman	45 00
Michael Cassidy, Deck-hand	45 00
Edward Russell, Steward	60 00
	$ 365 00

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 10, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, September 10, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Braden.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Carter, the minutes of the regular meeting held August 27, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (State Street Bridge, August 30, 1902).....	$ 3,000 00
Lydon & Drews Company (State Street Bridge, September 1, 1902)....	5,185 29
American Bridge Company (Randolph Street Bridge, August 30, 1902).	14,805 00
Jackson & Corbett Company, (Randolph Street Bridge, Sept. 1, 1902)..	3,691 63
Lydon & Drews Company (Main Street Bridge, August 30, 1902).....	128 44

J. W. Landis (Main Street Bridge, August 30, 1902)	$ 7 20	
Lydon & Drews Company (Canal Street Bridge, August 30, 1902)	3,090 44	
Chicago Telephone Company (Cass Street Bridge, August 9, 1902)	576 97	
Isham Randolph (Romeo Road Bridge, August 30, 1902)	58 00	
Lydon & Drews Company (Chicago River Improvement, Aug. 30,1902)	218 71	
Lydon & Drews Company (Chicago River Improvement, Sept. 1, 1902)	17,418 85	
J. W. Landis (Chicago River Improvement, August 30, 1902)	4 65	
		$ 48,185 18

WATER POWER DEVELOPMENT.

A. R. Porter, Clerk (pay roll, August 23, 1902)		2,135 94

ENGINEERING DEPARTMENT.

G. H. Moore (gauge reading, August, 1902)	$ 30 00	
Camp House (board account, Illinois Valley work)	3 00	
The Duncan (board account, setting water gauge)	34 00	
Pearson Bros. (blue prints)	25 74	
Eugene Dietzgen Company (blue prints)	26 70	
R. Seelig (metallic tapes)	24 25	
Keuffel & Esser Company (drafting material)	22 95	
W. H. Salisbury & Co. (rubber gloves and boots)	38 98	
Pittsburg Testing Laboratory, Ltd. (inspecting bridge material)	245 71	
Standard Oil Company (oil)	4 37	
Henry Gebhardt (carpenter work)	11 86	
The Gunthorp-Warren Printing Company (printing)	53 75	
John F. Higgins (printing)	79 10	
The Artificial Ice Company (ice)	2 08	
Knickerbocker Ice Company (ice)	2 60	
American Water Company (water)	3 38	
The Frederick Post Company (ink)	2 45	
Yawman & Erbe Manufacturing Company (Shannon binding cases)	3 75	
The S. H. Harris Company (adjusting safe combination)	3 00	
Wm. de la Barre (professional services account water power development)	91 00	
Theo. Buskirk (expense)	2 90	
Wm. Trinkaus (expense)	9 14	
Wm. M. McCarthy (expense)	29 36	
G. M. Wisner (expense)	5 50	
J. E. Grady (expense)	9 85	
Isham Randolph (expense)	$ 218 31	
Chas. Wink (expense)	20 45	
Wm. Sullivan (expense)	54 71	
Frank J. Ryan (expense)	28 40	
E. L. Cooley (expense)	43 05	
E. H. Heilbron (expense, Illinois Valley work)	113 23	
		1,243 57

CLERICAL DEPARTMENT.

The Oliver Typewriter Company (Oliver typewriter and cabinet)	$ 87 50	
A. Hannibal (repairing office chairs)	1 00	
Henry Gebhardt (carpenter work)	14 75	
Carroll's Clean Towel Supply and Laundry Company (toweling)	2 00	
		105 25

LAW DEPARTMENT.

Murray J. Brady (court reporting)	$ 214 30	
H. J. Renn (services special stenographer)	125 00	
E. C. Shaw (court reporting)	452 50	
Walton, James & Ford (court reporting)	125 00	
Chicago Journal (publishing notice condemnation proceedings)	326 40	
Chicago Telegram (publishing notice condemnation proceedings)	81 20	
J. R. Flanders (legal services, Carl Geike vs. Sanitary District)	50 00	
Chas. E. Cook (expert services)	775 00	
M. W. Honan (special services, McMahon & Montgomery vs. Sanitary District)	145 00	
The Gunthorp-Warren Printing Company (printing)	510 00	
Edward R. Nadelhoffer (expense)	22 00	
James Todd, Attorney (expense)	251 55	
W. A. Bowles (legal services, Gaylord, et al.)	400 00	
		3,477 95

POLICE DEPARTMENT.

D. C. McCarthy (expense)	$ 17 89	
E. J. Coen, Marshal (expense)	35 75	
		53 64

GENERAL ACCOUNT.

The Economist Publishing Company (advertising)	$ 13 50	
Dunlop's Saturday Night Dispatch (advertising)	26 00	
Chicago Arbeiter-Zeitung Publishing Company (advertising)	15 75	
The Chicago Citizen Company (advertising)	28 00	
The Chicago Federationist (advertising)	15 00	
The Chicago Chronicle Company (advertising)	27 20	
The Inter Ocean (advertising)	4 20	
Chicago Journal (advertising)	67 80	
Juergens Bros. Company (zinc plates)	9 70	
Security Building Receivership (rent offices, September, 1902)	478 33	
		685 48

MAINTENANCE ACCOUNT.

Wm. O'Connell (hardware)	$ 14 40	
A. R. Porter, Clerk (repairs to masonry walls)	392 90	
H. Channon Company (oars)	2 24	
Isham Randolph (repairs to masonry walls)	322 90	
S. J. Stebbins Hardware Company (hardware)	9 55	
Thos. F. Ryan (cartage)	32 13	
Western Stone Company (crushed stone)	10 00	
		784 12

TELEPHONE LINE.

Francis Beidler Company (cedar poles)	$ 27 50	
Western Electric Company (oak brackets)	2 50	
Isham Randolph (repairs)	45 70	
Chas. Wink (expense)	6 40	
		82 10

TAXES ON LAND, WILL COUNTY.

A. R. Porter, Clerk (taxes for 1901)		25 28
Grand Total		$ 56,778 51

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Legner, Jones, Smyth, Webb and Wenter—Eight.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending August 30, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO, September 2, 1902.

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 of the District for the month ending August 30, 1902, as the same have been reported to me:

Engineering Department	58
Clerical Department	4
Law Department	11
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	101

Respectfully submitted,

A. R. PORTER, *Clerk.*

(Two enclosures.)

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of July, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, August 29, 1902.

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 July, 1902.

The following are the expenses and disbursements:

Legal services	$ 1,230 00
Books, printing, etc	109 50
Miscellaneous expenses	643 64
Witness fees	1,479 50
Expert services	3 364 56
Mathewson maps	4,000 00
Attorney's roll	2,691 64
Abstracts of title	1,145 00
Total	$14,663 84

The following cases were begun during the month:

Patrick H. O'Donnell, administrator of the estate of Thomas Scanlon, deceased, vs. the Sanitary District of Chicago, et al.; General No. 229,338, in the Circuit Court of Cook County. This is a suit for $5,000.00 for personal injuries.

The Sanitary District of Chicago vs. Charles A. Chapin, et al.; General No. 229,450, in the Circuit Court of Cook County. This is a condemnation suit to acquire certain property adjacent to the Chicago River required for the corporate purposes of the petitioner.

Wm. F. Rice vs. the Sanitary District of Chicago, et al.; General No. 229,774, in the Circuit Court of Cook County. This is a bill for an injunction to restrain the defendants from constructing the plant to utilize the water power near Lockport. On July 25, 1902, an application for a restraining order was made before Judge Tuley, but withdrawn, but renewed on the 28th before Judge Hanecy, from whom the Sanitary District took a change of venue.

In the case of Alfred Harlev vs. the Sanitary District of Chicago, in the Appellate Court for the First District, briefs and an additional abstract have been prepared and filed on behalf of the appellee, and the case has been called and taken under advisement.

The case of Robert H. Law, the plaintiff in error, vs. the Sanitary District of Chicago, defendant in error, has been affirmed by the Supreme Court of this state.

In addition to the above the preparing of records for the courts of appeal and the routine work of the office has occupied the time of the department.

Respectfully submitted,

JAMES TODD,
Attorney.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of August, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR AUGUST, 1902.

Receipts.

Balance on hand at date of last report		$ 1,669,213 72
From County Treasurer, Sanitary District Tax Account	$ 100,000 00	
From Chicago National Bank, Interest Account	1,044 04	
From Equitable Trust Company, Interest Account	1,273 93	
From Home Savings Bank, Interest Account	424 65	
Total cash received for month		102,742 62
		$ 1,771,956 34

Disbursements.

Clerical Department	$ 1,923 41	
Treasury Department	757 95	
Engineering Department	16,985 44	
Construction Account	44,144 03	
Law Department	8,261 58	
Land Account	4,006 06	
General Account	5,620 22	
Maintenance Account	2,027 59	
Police Department	3,464 96	
Telephone Line	19 30	
Maintenance of Highway Bridges	49 58	
A. R. Porter, Clerk	25,000 00	
Total cash disbursed		$ 112,260 12
Balance this date in banks, as per schedule endorsed hereon		1,659,696 22
		$ 1,771,956 34

Schedule.

Chicago National Bank	$ 635,488 68
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 1,659,696 22

CHICAGO, September 10, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT IN REFERENCE TO THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM MARIANNA A. OGDEN AND ANDREW H. GREEN.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, August 29, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that it has reached an agreement with Marianna A. Ogden and Andrew H. Green, sole surviving executors of, and trustees under, the last will and testament of William B. Ogden, deceased, of the City of New York, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the said river, said property being described as follows:

That part of Lots sixteen, seventeen and and eighteen, in Block three, South Branch Addition to Chicago, being the southeast fraction of the northwest quarter of Section twenty-eight, Township thirty nine North, Range fourteen, East of the Third Principal Meridian, excepting fifteen acres

from the west side and eight acres from the north end thereof, lying northwesterly of a line described as follows: Beginning at a point in the northeasterly line of said Lot sixteen, 255.78 feet northwesterly from the most easterly corner of said Lot sixteen; thence southwesterly on a straight line to a point in the present southeasterly dock line of the South Branch of the Chicago River, said line intersecting the dividing line between Lots seventeen and eighteen at a point 211.91 feet distant from the most easterly corner of said Lot eighteen, measured along said dividing line; containing 4,565.84 square feet, more or less; situated in the City of Chicago, County of Cook and State of Illinois.

The Committee has agreed on behalf of the Sanitary District to pay for said property the sum of five thousand one hundred thirteen and seventy-four one-hundredths dollars, and to build a dock along the river frontage of that portion of said Lots sixteen, seventeen and eighteen remaining after the portion above described shall have been excavated by the Sanitary District of Chicago. Said dock to be built according to the specifications of the Sanitary District of Chicago for its wooden docks.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of $5,113.74 to the said Marianna A. Ogden and Andrew H. Green, sole surviving executors of, and trustees under, the last will and testament of William B. Ogden, deceased, when they shall have executed and delivered to the Sanitary District of Chicago a good and sufficient warranty deed conveying the said above described property free and clear from all incumbrances of whatsoever kind.

Respectfully submitted,

Z. R. CARTER,
Chairman.

THOMAS J. WEBB,
A. J. JONES,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT REDUCING THE BOND OF THE LYDON & DREWS COMPANY ON CONTRACT FOR DREDGING THE CHICAGO RIVER AND APPROVING NEW BOND.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, September 10, 1902.

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

GENTLEMEN — The Committee on Finance, which reported at the meeting of the Board of Trustees held June 11, 1902 (page 7924 of the Proceedings), in favor of the reduction of the bond of Lydon and Drews Company, contractor for the work of dredging the Chicago River and performing certain collateral work, dated September 21, 1900, herewith reports that the bond to be furnished in lieu of the original bond in the sum of $2,500.00 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 your Honorable Body.

Respectfully submitted,

Z. R. CARTER,
Chairman,
WM. H. BAKER,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
ALEX. J. JONES,
Committee on Finance.

(Accompanied by executed bond in the sum of $2,500.00.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT IN REFERENCE TO THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM THE WESTERN STONE COMPANY.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, September 10, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that it has reached an agreement with the Western Stone Company for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river. Said property is described as follows:

That part of Lots twelve (12), thirteen (13), fourteen (14) and fifteen (15), in Block three (3), South Branch Addition to Chicago, being the southeast fraction of the northwest quarter of Section twenty-eight (28), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, except fifteen (15) acres from the west side and eight (8) acres from the north end thereof, lying northwesterly of a line described as follows:

Beginning at a point in the dividing line between Lots five (5) and six (6) in said Block three (3), 230.95 feet west of the southeast corner of said Lot five (5), measured along said dividing line; running thence southwesterly to a point in the dividing line between Lots seventeen (17) and eighteen (18) in said Block three (3), 211.91 feet distant from the north line of Archer avenue, in the City of Chicago, measured along said dividing line, containing 11,027.63 square feet, more or less; situated in the County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of thirteen thousand, seven hundred, eighty-four and fifty-four one-hundredths ($13,784.54) dollars, and to build a dock along the remaining portion of said property.

And whereas, said consideration of $13,784.54 for the said land above mentioned is to be paid to the Northern Trust Company, trustee; now,

Therefore, the Committee recommends that the President and Clerk of the District be authorized and directed to pay to the said Northern Trust Company, trustee, the sum of $13,784 54 when the said Western Stone Company shall have executed and delivered to the said District a good and sufficient warranty deed conveying to the District the said above described property free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman,
THOMAS A. SMYTH,
THOMAS J. WEBB,
FRANK X. CLOIDT,
ALEX. J. JONES,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

REPORT IN REFERENCE TO ENTERING INTO AN AGREEMENT WITH THE COMMONWEALTH ELECTRIC COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, September 10, 1902.

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

GENTLEMEN—Your Committee on Finance herewith presents an agreement to

be entered into by the Sanitary District with the Commonwealth Electric Company for the purchase of certain property adjacent to the Chicago River and now owned by the said Commonwealth Electric Company, for the sum of $17,722.17, and to build a dock along the remaining portion of said property after the property which the District agrees to purchase has been excavated.

The Committee further reports that it is necessary for the District to obtain immediate possession of the premises above referred to, but that proper deeds cannot be executed by said company before October 1, 1902.

Your Committee also advises that it is provided in said agreement that the District may at once enter upon and excavate said property and thereafter construct said docks as provided in said agreement.

Your Committee therefore recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, the said agreement with the said Commonwealth Electric Company, the said company having heretofore executed the same on its part.

Respectfully submitted,

Z. R. CARTER,
Chairman,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
WM. H. BAKER,
ALEX. J. JONES.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

The following is the form of agreement with the Commonwealth Electric Company accompanying the report of the Committee on Finance:

WHEREAS, The Commonwealth Electric Company, a corporation, has agreed to sell, and the Sanitary District of Chicago, a corporation, has agreed to purchase, about twenty thousand nine hundred and twenty-eight (20,928) square feet of the river front of Lots thirty-three (33) to thirty-nine (39), both inclusive, in Greene's South Branch Addition to Chicago, and about five thousand and sixty-five and seven-tenths (5,065.7) square feet off of the river front of Lot three (3) in the Subdivision of Block three (3) and four (4), in the Canal Trustees' Subdivision of the south fraction of Section twenty-nine (29), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, situated in the City of Chicago, County of Cook and State of Illinois, the consideration to be paid being seventeen thousand seven hundred twenty-two and seventeen one-hundredths dollars ($17,722.17), the Sanitary District, in addition to the payment of the said sum, agreeing to construct their wooden dock, according to the plans and specifications of the Sanitary District, along the river fronts of the respective lots; and

WHEREAS, It is impossible to procure the execution of the proper deeds to the said areas by the Commonwealth Electric Company until on or about the first day of October, A. D. 1902; and

WHEREAS, The Sanitary District of Chicago is desirous immediately to widen the river by the removal of the said areas so above described and to construct the docks hereinbefore referred to;

It is therefore agreed, By and between the said Commonwealth Electric Company and the said Sanitary District of Chicago, that the said Sanitary District of Chicago may at once enter upon the said areas and proceed to remove the same, and thereafter to construct the said docks hereinbefore provided for.

In consideration whereof, The said Sanitary District of Chicago agrees to pay to the said Commonwealth Electric Company the sum of money hereinbefore set forth, immediately upon the execution and delivery of a general warranty deed conveying the title to the said areas, free from any mortgage lien.

In witness whereof, The said corporations have each caused its corporate seal to be affixed, and these presents to be signed by its proper officers, this twenty-first day of August, A. D. 1902.

COMMONWEALTH ELECTRIC COMPANY,
[Seal] By SAMUEL INSULL,
President.
Attest:
WM. M. ANTHONY,
Compiroller.
SANITARY DISTRICT OF CHICAGO,
[Seal] By THOMAS A. SMYTH,
President.
Attest:
A. R. PORTER,
Clerk.

COMMUNICATION FROM COMMISSIONER OF PUBLIC WORKS F. W. BLOCKI REGARDING THE STOPPAGE OF THE CITY SEWER AT RANDOLPH STREET.

The Clerk presented a communication from Commissioner of Public Works F. W. Blocki, informed the Board that the contractors for the substructure of the Randolph Street bridge had cut off the flow of the city sewer at that point, and requesting that they be required to provide an adequate outfall for the same.

In this connection the Chief Engineer, who was present, informed the Board that the outlet for the sewer referred to was not in good condition when taken charge of by the District, but that the matter had received his attention and the sewer diverted so that it now flows through a large iron pipe imbedded in concrete, and is now in a better condition than when taken charge of by the District.

Mr. Carter, seconded by Mr. Legner, moved that the Chief Engineer be instructed to communicate these facts to the Commissioner of Public Works and the communication placed on file.

The motion prevailed unanimously, and it was so ordered.

COMMUNICATION PROTESTING AGAINST THE AWARDING OF FURTHER CONTRACTS TO THE CONTRACTOR FOR THE STATE STREET BRIDGE.

The Clerk presented and read the following communication and resolution from property owners and business men in State and adjacent streets, with reference to the State Street bridge:

CHICAGO, September 9, 1902.

"*Board of Sanitary Trustees, City of Chicago:*

GENTLEMEN—At a meeting of the property owners and business men on streets in the vicinity of the new State Street bridge, the following resolution was unanimously adopted, and the secretary of said meeting instructed to forward a copy of same to you:

WHEREAS, The property owners and business men on streets adjacent to State and South Water streets have suffered serious inconvenience and loss, owing to the closing of the State Street bridge; and

WHEREAS, The present contractors are showing apparent indifference in doing anything towards a speedy completion of said structure; be it

Resolved, That we do hereby protest to the City Council and Board of Drainage Trustees against any further contracts being let for iron work on bridges to the corporation now doing work on State Street bridge until work now contracted for be completed, or in a state that would show efforts towards completion.

Yours very truly,

RALPH W. SPRAGUE,
Secretary"

Mr. Jones, seconded by Mr. Legner, moved that the communication be printed in the Proceedings, with the statement that the contractor for the superstructure of the State Street bridge is the American Bridge Company, and that it be referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

VERBAL REPORT FROM CHIEF ENGINEER RANDOLPH IN REFERENCE TO THE WRECKED STEAMER "I. M. WESTON."

Under the head of new business, Chief Engineer Randolph made a verbal report, stating that the steamer "I. M. Weston" was burned to the water's edge and sank about 1,000 feet east of the Santa Fe railroad bridge, and lies there an obstruction to the Main Channel, and requesting to be informed as to what steps he should take to compel the owners to remove the obstruction.

Mr. Carter, seconded by Mr. Wenter, moved that the matter reported by the Chief Engineer be referred to the Judiciary Committee and the Law Department.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 17, 1902.

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, Wednesday, September 17, 1902, at 2 o'clock P. M., pursuant to call.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth and Wenter—Eight.

Absent—Mr. Webb.

Mr. Webb arriving subsequently.

President Smyth then called the Board to order.

CALL FOR SPECIAL MEETING.

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

CHICAGO, September 15, 1902.

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

GENTLEMEN—At the request of President Thomas A. 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, Security Building, Chicago, Illinois, on Wednesday, September 17, 1902, at 2 o'clock, P. M., for the purpose of considering and passing on the payment of current payrolls 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.

Very respectfully yours,

A. R. PORTER, *Clerk.*

(One enclosure.)

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Jones, the minutes of the regular meeting, held September 10, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

W. B. McDonald (Canal Street bridge, September 15, 1902)	$ 70 00	
Metropolitan Electrical Supply Company (Ashland Avenue bridge, September 15, 1902)	39 00	
W. B. McDonald (Ashland Avenue bridge, September 15, 1902)	25 00	
W. B. McDonald (Main Street bridge, September 15, 1902)	25 00	
Metropolitan Electrical Supply Company (Main Street bridge, September 15, 1902)	80 00	
E. Heldmaier (Chicago River improvement, August 31, 1902)	1 50	
Meacham & Wright (Chicago River improvement, August 31, 1902)	6 50	
The Krug Sand Company (Chicago River improvement, August 31, 1902)	9 60	
		$ 256 60

WATER POWER DEVELOPMENT.

Thos. F. Ryan (lumber and nails)	$ 253 85	
Mrs. Thos. O'Brien (cartage)	7 25	
H. Channon Company (wheel scraper and plow)	88 00	
Wm. O'Connell (tools and hardware)	47 63	
Frank Sloan (shovels and wheelbarrows)	14 80	
Adams Brothers (shovels and wheelbarrows)	23 20	
		434 73

LAW DEPARTMENT.

H. M. Christie (services, suit, Smith & Eastman vs. District)	$ 150 00	
Joliet Republican Printing Company (binding)	5 00	
C. S. Cutting (rent, offices, August, 1902)	20 00	
Henry J. Schluntz, Clerk (court costs)	123 00	
Chicago Towel Supply Company (toweling)	3 75	
John W. Nadelhoffer (expense, June, 1902)	30 59	
John W. Nadelhoffer (expense, July, 1902)	32 80	
Walton, James & Ford (court reporting, Rice case)	16 00	
		381 14

GENERAL ACCOUNT.

The Chicago Citizen Company (advertising)	$ 13 50	
Standard Opinion (advertising)	21 20	
The Chicago Record-Herald (advertising)	26 10	
Freie Presse (advertising)	24 00	
The Chicago Daily Republican (advertising)	11 20	
Illinois Staats-Zeitung (advertising)	24 00	
John F. Higgins (printing proceedings)	165 80	
Western Electric Company (batteries)	31 27	
J. Manz Engraving Company (account streams examination)	122 14	
Edward O. Jordan (account streams examination)	28 61	
J. D. Phillips (account streams examination)	55 25	
		523 07
Grand total		$ 1,595 54

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

The roll being called, the vote resulted as follows:

Yeas—Messrs. Baker, Carter, Cloidt, Jones (*except as to General Account voucher for advertising, in favor of the Chicago Record-Herald in the sum of $26.10, on which Mr. Jones voted nay*), Legner, Smyth and Wenter—Seven. (*Except as above stated.*)

Nays—None. (*Except as above stated.*)

Upon this result the Chair declared the motion carried.

REPORT IN REFERENCE TO THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM JOY MORTON AND CARRIE LAKE MORTON.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, September 17, 1902.

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 Joy Morton and Carrie Lake Morton, his wife, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the Chicago River. Said property is described as follows:

A piece or parcel of land described and bounded as follows: Beginning at a point in the north line of West Randolph street, 206.89 feet east of the southwest corner of Lot 9, in Block 29, Original Town of Chicago; running thence northeasterly to a point in a line which is 76 07 feet distant from and parallel to said north line of West Randolph Street, said point being 216 55 feet distant from the east line of the alley in said Block 29; running thence east along said parallel line to the present (September 1, 1902) west dock line of the South Branch of the Chicago River; running thence southerly along said west dock line to said north line of West Randolph Street; running thence east along said north line of West Randolph Street to the point of beginning; containing 1,885.3 square feet, more or less; and also

A piece or parcel of land bounded and described as follows: Beginning at a point in a line which is 76.07 feet north of and parallel to the north line of West Randolph Street, said point being 216.56 feet east of the east line of the alley in Block 29, Original Town of Chicago; running thence northeasterly to a point in a line which is 190.17 feet distant from and parallel to said north line of West Randolph Street, said point being 231.06 feet distant from the east line of the alley in said Block 29; running thence east along said parallel line to the present (September 1, 1902) west dock line of the South Branch of the Chicago River; running thence southerly along said west dock line to said first described parallel line; running thence west along said parallel line to the point of beginning; containing 1,401.64 square feet, more or less.

All of the above described property being situated in the County of Cook and State of Illinois.

And in further consideration of the purchase of said above described property, the said Joy Morton and Carrie Lake Morton, his wife, have dedicated to the public for an open wharf or dock, for the uses and purposes as stated in said deed the following described real estate, to-wit:

A strip of land 5 feet wide lying west of and adjacent to the following described line:

Beginning at a point in the north line of West Randolph Street 206 89 feet east of the southwest corner of Lot 9, in Block 29, Original Town of Chicago; running thence northeasterly to a line which is 190.17 feet distant from and parallel to said north line of West Randolph Street, said point being 231.06 feet distant from the east line of the alley in said Block 29, situated in the County of Cook and State of Illinois. Said dock, after construction, to be forever maintained by the said Joy Morton and Carrie Lake Morton, his wife.

The Committee has agreed on behalf of the District to pay for said property the sum of $30,066.12; and to build a dock along the remaining portion of said prop-

erty after the portion herein conveyed shall have been excavated.

The Committee herewith transmits a form of agreement to be entered into by the District with the said Joy Morton and Carrie Lake Morton, his wife, for the payment to them of the sum of $19,090 22 in full satisfaction for all damages to the certain other lands owned by said Joy Morton and Carrie Lake Morton, his wife, and adjacent to the real estate agreed to be conveyed, and which said lands will be lessened in value by the excavation of the property herein agreed to be conveyed to said Sanitary District, which said agreement is hereto attached.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, to the said Joy Morton and Carrie Lake Morton the sum of $49,-156.34 when the said Joy Morton and Carrie Lake Morton, his wife, shall have executed and delivered to the Sanitary District a good and sufficient warranty deed conveying to the District the said above described property free and clear from all incumbrances; and, further, shall have executed and delivered the agreement in accordance with the form hereto attached; and that the President and Clerk of the District be ordered and directed to execute the said agreement on behalf of the District.

Respectfully submitted,

Z R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
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.

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of agreement referred to in the report of the Committee, with reference to the purchase of certain property from Joy Morton and Carrie Lake Morton:

THIS AGREEMENT, Made and entered into this twelfth day of September, 1902, by and between the Sanitary District of Chicago, a municipal corporation, party of the first part, and Joy Morton and Carrie Lake Morton, his wife, parties of the second part, witnesseth:

WHEREAS, Said second parties have agreed to sell to said Sanitary District of Chicago the following described real estate situated in the County of Cook, State of Illinois, to-wit: A piece or parcel of land bounded and described as follows: Beginning at a point in the north line of West Randolph Street 206.89 feet east of the southwest corner of Lot 9 in Block 29, Original Town of Chicago, running thence northeasterly to a point in a line which is 76.07 feet distant from and parallel to said north line of West Randolph Street, said point being 216.56 feet distant from the east line of the alley in said Block 29, running thence east along said parallel line to the present (September 1, 1902) west dock line of the South Branch of the Chicago River, running thence southerly along said west dock line to said north line of West Randolph Street, running thence east along said north line of West Randolph Street to the point of beginning, containing 1885.3 square feet, more or less; also a piece or parcel of land bounded and described as follows: Beginning at a point in a line which is 76 07 feet north of and parallel to the north line of West Randolph Street, said point being 216 56 feet east of the east line of the alley in Block 29, Original Town of Chicago, running thence northeasterly to a point in a line which is 190.17 feet distant from and parallel to said north line of West Randolph Street, said point being 231.06 feet distant from the east line of the alley in said Block 29, running thence east along said parallel line to the present (September 1, 1902) west dock line of the South Branch of the Chicago River, running thence southerly along said west dock line to said first described parallel line, running thence west along said parallel line to the point of beginning, containing 1401.64 square feet, more or less, which land said Sanitary District of Chicago intends to excavate for the purpose of widening and improving the Chicago River; and

WHEREAS, Said Joy Morton is the owner of certain other lands adjoining the real estate above described, and which other lands will be lessened in value by the excavation of the property above described and herein agreed to be conveyed to said Sanitary District;

NOW, THEREFORE, It is agreed that said Sanitary District of Chicago shall pay to said Joy

Morton the sum of nineteen thousand ninety dollars and twenty-two cents ($19,090.22) in full satisfaction for all damages to said real estate owned by said Joy Morton, resulting from the widening, deepening and other improving of the said Chicago River by said Sanitary District of Chicago; and in consideration of the payment of said sum above mentioned, said second parties hereby release any and all claims for damages against said Sanitary District which may result from the excavation of said tracts above mentioned or from the widening, deepening or other improving of said Chicago River.

In witness whereof the parties to this agreement have executed the same the day and year first above written.

JOY MORTON, [SEAL]
CARRIE LAKE MORTON. [SEAL]

REPORT TRANSMITTING FORM OF AGREEMENT WITH THE GLUCOSE SUGAR REFINING COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, September 17, 1902.

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 The Glucose Sugar Refining Company for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the Chicago River. Said property is described as follows, to-wit:

That portion of Block 78, School Section 16, Township 39 North, Range 14, East of Third Principal Meridian, lying easterly of a line described as follows: Beginning at a point in the south line of West Taylor Street 682.8 feet east of the southeast corner of Beach and West Taylor Streets, measured along said south line of West Taylor Street; running thence southeasterly to a point in the south line of said Block 78, 752.6 feet east of the northeast corner of Beach Street and the alley running south of said Block 78, measured along the north line of said alley and south line of said Block 78; situated in the County of Cook and State of Illinois.

The Committee has agreed on behalf of the District to pay for said property the sum of $61,352 55 and to build a dock along the remaining portion of said property after the portion herein conveyed shall have been excavated.

The Committee has further agreed to pay said The Glucose Sugar Refining Company the further sum of $51,802.50 in full payment of any and all claims for damages to the business, plant and real estate of the said The Glucose Sugar Refining Company and all claims and damages of whatsoever kind which may be suffered by or on account of the widening, deepening and improving of the Chicago River, and also as consideration for the removal of all buildings and other property of said The Glucose Sugar Refining Company from the property purchased by the District; and in pursuance hereof the Committee submits herewith a form of agreement between the District and The Glucose Sugar Refining Company.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, to The Glucose Sugar Refining Company, the sum of $113,155.05 when said company shall have executed and delivered to the District a good and sufficient warranty deed conveying to this District the above described property, free and clear from all incumbrances. and when said The Glucose Sugar Refining Company shall have executed an agreement in the form hereto attached and delivered the same to the Sanitary District; and further that the President and Clerk of the District be authorized and directed to execute said agreement on behalf of the Sanitary District.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
ALEX J. JONES,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the form of agreement with The Glucose Sugar Refining Company accompanying the report of the Committee:

This Agreement, Made and entered into this eighteenth day of September, A. D., 1902, by and between Sanitary District of Chicago, an Illinois municipal corporation, party of the first part, and The Glucose Sugar Refining Company, a private corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, party of the second part, witnesseth, that

WHEREAS, The party of the second part is the owner and occupant of the following described real estate, situate in the City of Chicago, County of Cook and State of Illinois, to-wit: That portion of Block seventy-eight (78), School Section sixteen (16), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, lying easterly of a line described as follows: Beginning at a point in the south line of West Taylor Street six hundred eighty-two and eight-tenths (682.8) feet east of the southeast corner of Beach and West Taylor Streets, measured along the south line of West Taylor Street: running thence southeasterly to a point in the south line of said Block seventy-eight (78), seven hundred fifty-two and six-tenths (752 6) feet east of the northeast corner of Beach Street and the alley running south of said Block seventy-eight (78), measured along the north line of said alley and the south line of said Block seventy-eight (78), containing seventeen thousand five hundred twenty-nine and three-tenths (17,529 3) square feet, more or less, situated in the City of Chicago, County of Cook and State of Illinois; and,

WHEREAS, The manufacturing plant of the party of the second part is situated upon said Block seventy-eight (78), and part of its buildings, appliances, railroad tracks and appurtenances are located upon the property above described by metes and bounds; and,

WHEREAS, The said party of the first part is engaged in widening and deepening the South Branch of the Chicago River with the authority and approval of the Secretary of War of the United States, issued January 17, 1902, and requires the property above described by metes and bounds for the aforesaid municipal purpose, and has commenced proceedings in the Superior Court of Cook County to condemn and appropriate the same under the law of eminent domain, which suit is still pending, and is known in said court as General Number 227049.

Now, Therefore, For the purpose of settling the compensation to be paid the second party for the premises to be taken and appropriated for the aforesaid purpose, and for adjusting the damages that will thereby be sustained by the property of the second party not actually taken, the parties have agreed as follows:

FIRST—The party of the second part, in consideration of the payment to it by the party of the first part of the sums of money hereinafter specified, and in further consideration of the covenants and agreements assumed by the party of the first part, as hereinafter specified, hereby agrees to convey, by good and sufficient warranty deed, free and clear of all encumbrances, to said party of the first part, the fee simple title to the foregoing property described by metes and bounds, for the sum of sixty-one thousand three hundred fifty-two and fifty-five one-hundredths dollars ($61,352 55), subject, however, to the right of the party of the second part to remove all of its buildings, fixtures, railroad tracks and personal property of every nature, kind and description, located upon said premises as hereinafter set forth.

SECOND—The party of the second part agrees to remove all of its buildings, machinery, railroad tracks and personal property of every nature, kind and description from said premises at its own cost and expense within ten (10) days from the date hereof, subject to the modification set out in the third and fourth articles of this agreement.

THIRD—The party of the second part agrees to remove its coal tracks from said property within thirty (30) days from the date hereof; all other tracks to be removed within ten (10) days as set out in Article Second.

FOURTH—The party of the second part agrees to deliver possession of said premises to the party of the first part within ten (10) days from the date hereof; and if all of its buildings and personal property, except coal tracks, pipes and conduits, are not removed within that time, the party of the first part may enter and remove them; and also the coal tracks, if they are not removed within thirty (30) days from date, all at expense of second party.

FIFTH—The party of the second part agrees to remove all of its pipes, conduits and all appliance in the nature thereof, by which it takes water into said plant from the Chicago River, as soon as the party of the first part completes the excavation it proposes to make, and when the river, as widened, flows into the said completed excavated basin; and if the party of the second part does not remove them within a reasonable time thereafter, it is agreed that the party of the first part may do so, at the expense of the party of the second part.

SIXTH—The party of the second part, in con-

sideration of the payment by the party of the first part of the additional sum of fifty-one thousand eight hundred two and fifty-one one-hundredths dollars ($51,802.51), and in consideration of the party of the second part building the dock as hereinafter provided, hereby waives, releases and discharges the party of the first part from any and all claims for damages to the business, plant and real estate of the party of the second part, and any and all property owned by it located upon said Block seventy-eight (78) heretofore referred to, and all claims and damages whatsoever which may be suffered by it on account of the widening and deepening of the South Branch of the Chicago River, and the excavation of the property heretofore described by metes and bounds; and in addition such damages as may be suffered by it on account of the construction by the party of the first part of a new dock, along that portion of said Block seventy-eight (78) fronting on the Chicago River.

SEVENTH—The party of the first part agrees to pay to the party of the second part upon the execution and delivery to it by the party of the second part of a good and sufficient warranty deed conveying good title to the premises heretofore described by metes and bounds, the aforesaid several sums of money amounting to the sum of one hundred thirteen thousand one hundred fifty-five and five one-hundredths dollars ($113,155.05); and in addition thereto and as a part of the consideration for said deed, the party of the first part agrees and covenants to construct a good and sufficient dock, in accordance with the specifications now on file in its office, and in accordance with the rules and regulations prescribed by its Board, and in accordance with the specifications for docks constructed or to be constructed along the South Branch of the Chicago River, which dock is to run the length of the entire frontage of Block seventy-eight (78) upon the South Branch of the Chicago River. It is further covenanted and agreed that this dock is not to cost less than the sum of nine thousand seven hundred and fifteen and sixty-one and one-hundredths dollars ($9,715.61). It is fully understood and agreed that the party of the second part is not to be held in any way liable for any expenses incurred incident to the installation of materials and labor used in the construction of said dock. The party of the first part further agrees that this dock when completed shall become the sole and exclusive property of the party of the second part and its grantees, assigns and successors forever.

EIGHTH—The party of the first part agrees to save the party of the second part harmless from any and all claims for damages which may be made upon the party of the second part on account of any and all injuries sustained by any and all persons arising out of the acts of the party of the first part in the excavation of said land, the construction of said dock, or the performance of any of the proposed work by the party of the first part.

NINTH—The party of the first part agrees that it will not deposit any dredging from the river upon the property of the party of the second part, and that it will not deposit any of the land which it proposes to excavate upon the property of the party of the second part, except such land as will be rendered necessary to be deposited for grading purposes around said dock.

TENTH—The party of the first part further agrees that it will not unnecessarily remove or interfere with any of the pipes, conduits or sewers of the party of the second part located upon the premises conveyed, to the prejudice of the party of the second part in the operation of its plant; it being expressly understood, as set out in Article Fifth of this agreement, that the party of the second part is to remove all such property except sewers as soon as said excavation iscompleted, and the water of the river flows into the completed basin or channel. The party of the first part further agrees that when the excavation is completed it will reconstruct the end of the sewers of the party of the second part cut off by said excavation, and that it will build a good and sufficient protection for the water intakes of the party of the second part, as a part of said dock. It is further understood and agreed that in moving said pipes, conduits and sewers, and in making said excavation both parties are to carry on the work by such co-operation as not to unnecessarily interfere with the operation of the plant of the party of the second part.

ELEVENTH—The party of the first part further agrees that within fifty-five (55) days from the date hereof it will have completed the proposed excavation and the construction of the dock to be built by it.

TWELFTH—It is expressly understood and agreed that the property conveyed by the party of the second part to the party of the first part is to be used solely and only for the purpose of widening and deepening the Chicago River and perfecting the drainage system of the party of the first part by allowing the water of the river to flow into said proposed excavation and by such proposed new dock.

THIRTEENTH—It is further mutually covenanted and agreed that the party of the second part, its grantees, successors and assigns, is to retain and be forever possessed and seized on and in its entire frontage on the Chicago River after the proposed excavation is made and dock completed, of all the dock privileges which it now has in and on the Chicago River.

FOURTEENTH—It is further mutually understood and agreed that this instrument and the warranty deed which the party of the second part has executed and delivered to the party of the first part on this date, by which the foregoin

premises, described by metes and bounds are conveyed for a consideration of sixty-one thousand three hundred fifty-two and fifty-five one-hundredths dollars ($61,352.55) are to be read together in case any disputes shall arise between the parties hereto or their successors or assigns, in regard to the consideration or construction of said warranty deed. In case any conflict in the terms of the two instruments appear, this instrument is to be considered as fully, definitely and completely evidencing and expressing the intention of the parties to this transaction, including the conveyance of the fee simple title to the premises described in said warranty deed.

Witness the corporate names and the corporate seals of the parties hereto, by their duly authorized officers, the day and year first above written,

SANITARY DISTRICT OF CHICAGO,

[SEAL] By THOMAS A. SMYTH,
President.

Attest:
A. R. PORTER,
Clerk.

THE GLUCOSE SUGAR REFINING COMPANY,

[SEAL] By CHARLES L. GLASS,
Its President.

Attest:
G. W. POWERS,
Secretary.

COMMUNICATION OFFERING TO LEASE FLOOR SPACE TO THE DISTRICT IN THE NATIONAL LIFE BUILDING.

The Clerk presented a communication from Thomas A. Hall & Co., offering to lease to the District, for office purposes, seven thousand feet, more or less, of floor space on the seventh floor of the National Life Building, for a period of three and one-half years, at a rental of $1.25 per square foot.

Mr. Jones, seconded by Mr. Cloidt, moved that the communication be referred to the Committee on Finance.

The motion prevailed unanimously, and it was so ordered.

COMMUNICATION IN REFERENCE TO CLAIM OF THE AMERICAN FORCITE POWDER MANUFACTURING COMPANY.

The Clerk presented a communication from Thomas B. Lantry, attorney, with reference to a claim of the American Forcite Powder Manufacturing Company against the Sanitary District, in the sum of $4,943.09; alleging that the amount is a balance due for powder furnished by said company to blast the rock on "Section 8" of the Main Drainage Channel.

Mr. Wenter, seconded by Mr. Legner, moved that the communication be referred to Chief Engineer Randolph and the Attorney for the Board, with instructions to report to the Committee on Judiciary as to the District's liability for the amount claimed by said company.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 24, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, September 24, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Absent—None.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Cloidt, the minutes of the special meeting held September 17, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, September, 1902).....	$ 7,699 58	
Engineering Department (discharge, September, 1902).....	28 13	
		$ 7,727 71

Clerical Department (Clerk's, September, 1902)		$ 958 34
Law Department (Attorney's, September, 1902)		2,691 64
Treasury Department (Treasurer's, September, 1902)		375 00
General Account (General, September, 1902)	$ 210 00	
General Account (Steamer Juliet, September, 1902)	365 00	
General Account (Trustees', September, 1902)	2,333 34	
		2,908 34
Police Department (Marshal's, September, 1902)		1,733 28
Maintenance Account (Controlling Works, September, 1902)		550 00
Total		$ 16,944 31

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, September 15, 1902)	2,738 42	
Jackson & Corbett Company, (Randolph Street Bridge, Sept. 15, 1902)	9,723 99	
Chicago Edison Company (account Canal Street Bridge)	80 60	
		12,543 01

WATER POWER DEVELOPMENT.

J. P. King (lumber)	$ 255 60	
A. R. Porter, Clerk (pay roll, September 15, 1902)	2,844 15	
		3,099 75

ENGINEERING DEPARTMENT.

Hibbard, Spencer, Bartlett & Co. (hardware)	$ 2 72	
Pittsburg Testing Laboratory, Ltd. (inspecting bridge material)	46 68	
Ralph Modjeski (inspecting bridge material)	119 64	
Artificial Ice Company (ice)	4 24	
American Water Company (water)	6 75	
Hans Isak (gauge reading, August, 1902)	10 00	
		190 03

CLERICAL DEPARTMENT.

H. Schultz & Co. (file boxes)	$ 6 30	
Geo. E. Marshall & Co. (stationery)	39 02	
		45 32

LAW DEPARTMENT.

Harry J. Renn (services special stenographer)	$ 100 00	
William U. Riley (legal services)	1,300 00	
John Barton Payne (legal services, McMahon & Montgomery Company vs. Sanitary District)	4,010 15	
		5,410 15

GENERAL ACCOUNT.

Arthur F. Bentley (revising memorial to Congress)	$ 300 00	
The Chicago Daily Republican (advertising)	26 00	
Chicago Arbeiter-Zeitung Publishing Company (advertising)	7 50	
Dunlop's Saturday Night Dispatch (advertising)	8 00	
The Chicago Eagle (advertising)	16 00	
The Chicago Daily Labor World (advertising)	12 00	
The Dean Steam Pump Company (repairs, Steamer Juliet)	15 40	
Thos. F. Ryan (coal, Steamer Juliet)	6 38	
		391 28

MAINTENANCE ACCOUNT.

Mrs. Thos. O'Brien (cartage)	$ 12 75	
Wm. O'Connell (oil, etc.)	3 17	
Isham Randolph (account repairs masonry walls)	410 15	
		426 27
Grand total		$ 39,050 12

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of July, 1902, which, by unanimous consent was ordered printed and placed on file.

The following is the report:

CHICAGO, September 24, 1902.

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 July, 1902.

The total expenditures of the District for the month were $625,244.60, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,008 33, of which amount the sum of $958 33 was for salaries and the sum of $50.00 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $5,252 65, divided as follows:

Printing	$ 422 90
Rent of offices for July, 1902	478 33
Salaries	2,543 33
Steamer Juliet	510 86
Advertising	230 50
General expenses	1,066 73
Total	$ 5,252 65

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212.91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of July, 1902:

Account.	*Amount.*
Right of way	$ 9,699 06
Bridge Construction, Chicago River	$ 63,836 48
Chicago River dredging, docking, etc.	26,446 66
Telephone line	15 25
Maintenance of Highway Bridges	499 37
Taxes on land, Will County	3,010 37
A. R. Porter, Clerk, Emergency Fund	25,000 00
Bond Account, 3rd issue	150,000 00
Bond Account, 10th issue	50,000 00
Interest on Bonds	262,175 00
Engineering Department	10,307 34
Clerical Department	1,008 33
Law Department	14,663 84
Treasury Department	387 45
Police Department	1,867 57
General Account	5,252 65
Maintenance Account	1,075 23
Total	$625,244 60

Respectfully submitted,

A. R. PORTER,
Clerk.

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of August, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, September 24, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $75 095.89. Vouchers were issued on this account to the amount of $59,390.13.

The engineering expenses were $9.158.65, divided as follows: Salaries, $7,649.58; supplies, etc., $1 509 07. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the dredging and docking of the river is as follows: Dredge No. 2 worked from the 2d to the 13th widening the river and excavating to the 26 foot grade line from Main to Deering Streets; from the 13th to the 18th, widening the south side of the river from

Canal to Twenty-second Streets; from the 18th to the 23d, cleaning up the bottom of the river through the Taylor Street bridge opening; and from the 23d to the 31st, cleaning up the bottom of the river from Twenty-second Street to Stewart Avenue. During the month the Philadelphia and Reading Coal Company's dock was completed and old dock was removed and new work begun on the Lilly, Lord and Pearson properties.

The drilling in connection with widening the rock cut in the South Fork was all done at the end of the month and the dredge was at work taking out the material.

The following work was done at the State Street Bridge: On the south side, the bridge men finished riveting the back girder bracing on the 6th. From the 10th to the 12th, the abutment piers were concreted up to grade. From the 14th to the 18th, the mortar lining in the tail pits was placed. On the 21st, the last of the mortar forms was stripped from the tail pits. The contractor for the superstructure delivered about twelve tons of material on the 23d, and on the 28th a derrick was delivered. On the north side, a pile driver and crew were engaged from the 1st to the 25th in driving pile sheeting for the coffer-dam. On the 18th and 19th, a diver was engaged clearing obstructious from the front sheeting line. The first tier of bracing was placed between the 28th and the 30th. On the 30th, the steamer "Mauch Chunk" ran into the front of the north coffer-dam and forced thirty-four pieces of sheeting and three timbers of the first tier of bracing out of place.

At the Randolph Street Bridge, an average daily force of fifty-one men was kept at work on both sides of the river. The work done on the east side was as follows: Pit lining was lowered and foundation cleaned up from the 1st to the 8th. The counterweight and floor pits were grouted from the 8th to the 11th and from the 11th to the 14th the track girders and boxes were grouted and concrete work was carried to + 2 C. C. D. The concrete forms were removed and dredging in the river was carried on from the 14th to the 16th. The work of filling the dam was begun on the 16th and on the same date the contractor for the superstructure started the erection of gin poles for derrick. The building of the back wall was begun on the 21st and finished on the 28th at which latter date the building of the area walls was begun and completed on the 31st. The work done on the west side was as follows: Excavation for the back abutment was carried on from the 1st to the 12th. The north section was concreted from the 12th to the 14th. The center section was excavated between the 14th and 18th and concreted between the 18th and 21st. Excavation of the south section was carried on from the 21st to the 26th and concreting of same was done between the 26th and 29th. The concrete work for the west abutment was brought up to —15 C. C. D. at the end of the month.

The work on the Canal Street Bridge consisted principally of building retaining walls for the approaches, of placing bridge protections, of digging a trench in the bottom of the river for cables, of placing power cables and of painting and riveting up some of the joints.

At the Main Street Bridge, an average daily force of about thirteen men was employed. Not much could be done at this bridge as the construction was delayed on account of not having street car rails, the District being restrained by a court order from doing anything that would interfere with the placing of these rails by the Chicago General Railway Company. The work done consisted principally of painting, of placing pumps for tail pits, of wiring for power purposes, of driving protection clumps and of placing the flooring upon the approaches to the bridge.

At the Ashland Avenue Bridge an average daily force of about 31 men was employed. The record for the month's work is as follows: A switch board was placed on the south side on the 4th. The building of the operator's house on the north side was begun on the 5th and finished on the 12th. The top panel on the north side was finished on the 7th. The placing of buckle plates on the north side was begun on the 10th and finished on the 23rd. The placing of roadway and sidewalk stringers was finished on the 11th. The decking of the south leaf was begun on the 13th. The installing of the motor shafts on the north side was begun on the 15th. The south leaf was lowered to grade on the 19th. The

concreting of the sidewalks on the south approach was begun on the 21st. The laying of the west cement walk on the south approach was finished on the 24th. The concrete counterweight on the south side was finished on the 26th, and that on the north side was begun on the 27th. On the 30th the electrical wiring an the north side was finished.

Water Power Development at Lockport.

A force of 120 to 135 men and about 8 teams were employed during the entire month on work preparatory to the development of power below the Wire Mills Road at Lockport. A river diversion was dug and an embankment thrown up, beginning at the Wire Mills Road, from 150 to 175 feet west of the Santa Fe Railway Company's right of way, and running south about 4,500 feet. This work was done in order to deflect the water that comes through the old Desplaines River bed from the Norton milling property. In the latter part of the month part of the force was put to work immediately south of the Main Channel constructing the earth core that is to form part of the west levee or bank of the channel that is to be excavated at that place.

Miscellaneous.

A force of from 12 to 15 men continued during the entire month repairing the walls of the Main Channel, and at the end of same had about two-thirds of the work completed.

The telephone line was extended from the Controlling Works to the new office at the Wire Mills Road and telephone system installed.

In the Drafting Department the 200-foot scale map of the North Branch of the Chicago River was continued, and the following drawings, etc., were made: Preliminary plans and profiles for water power development at Lockport and Hickory Creek; copy of plat of School Section 16 at Springfield, Ill., and a map showing the high water line between Willow Springs and Summit.

The plans of the Loomis and Eighteenth Street Bridges were revised and blue printed preparatory to the letting of contracts. The superstructure specifications for these bridges were written and printed. The substructure specifications were about completed.

Shannon & Chase finished their contract for sorting lumber at the Robey Street yards.

In addition to the work reported above the engineering corps continued taking and recording hydraulic measurements, in computing estimate notes, in preparing information for law suits, and in making surveys, etc.

I estimate the expenses of this department for the month of September will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF AUGUST, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Total.	
Maps and Plans for General Use	$ 198 00	$ 17 63	$ 215 63	.....
Right of Way	510 60	12 75	523 35	.....
Hydraulic Measurements	381 63	51 65	433 28	.....
Mortar, Sand and Cement Tests	243 75	4 62	248 37	.....
Photographs of Works	125 00	1 20	126 20	.....
Public Reports	.....	68 50	68 50	.....
Thirty-ninth Street Conduit and Pumping Plant	217 50	.....	217 50	.....
Illinois Valley Work	335 80	186 56	522 36	.....
Chicago River Dredging, Docking, etc., North Branch	40 00	2 75	42 75	.....
Chicago River Dredging, Docking, etc., South Branch	1,217 95	55 89	1,273 84	$ 17,387 72
State Street Bridge, Chicago River	552 70	45 22	597 92	8,252 55
Randolph Street Bridge, Chicago River	840 11	39 61	879 72	18,496 63
Harrison Street Bridge, Chicago River	282 29	42 45	324 74	75 23
Polk Street Bridge, Chicago River	.....	4 80	4 80	.....
Eighteenth Street Bridge, Chicago River	107 50	36 54	144 04	.....
Canal Street Bridge, Chicago River	515 83	162 29	678 12	4,869 39
Main Street Bridge, Chicago River	283 33	52 99	336 32	152 64
Loomis Street Bridge, Chicago River	329 21	38 24	367 45	.....
Ashland Avenue Bridge, Chicago River	331 65	117 42	449 07	975 98
Main Channel and River Diversion Excavation, etc.	.....	1 25	1 25	.....
Pan Handle Temporary Bridge, M. C., Sec. O	.....	.....	.....	—1,319 40
Pan Handle Permanent Bridge, M. C., Sec. O	.....	.....	.....	2,266 50
C., M. & N. R. R. Co.'s Perm. Bridge, M. C., Sec. N.	.....	7 79	7 79	.....
Belt Ry. Co. of Chicago, Perm. Bridge, M. C., Sec. K	.....	.....	.....	—25 10
Romeo Road Permanent Bridge, M. C., Sec. K	.....	6 00	6 00	58 00
Controlling Works and Joliet Project	.....	3 80	3 80	—111 50
Cass Street Permanent Bridge, Sec. 18	.....	.....	.....	576 97
Water Power Development at Lockport	660 98	248 20	909 18	4,332 11
Water Power Development at Hickery Creek	475 75	300 92	776 67	3,402 41
Totals	$7,649 58	$1,509 07	$9,158 65	$ 59,390 13

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done by Contractors During August, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River, dredging, docking, etc	49,000	.....	.....
State Street Bridge, Chicago River	1,313	50	4,600
Randolph Street Bridge, Chicago River	1,600	550	.....
Canal Street Bridge, Chicago River	.....	.....	925
Totals	51,913	600	5,525

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned by Contractors During August, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel Bridges.	JOLIET PROJECT.		Water Power Development.	Totals.
	Dredging, Docking, Etc.	Bridges.		Excavation, Etc.	Bridges.		
Chicago River dredging, docking, etc	$19,876 12						$19,876 12
State Street Bridge, Chicago River		$10,993 30					10,993 30
Randolph Street Bridge, Chicago River		28,894 00					28,894 00
Harrison Street Bridge, Chicago River		75 23					75 23
Canal Street Bridge, Chicago River		4,948 63					4,948 63
Main Street Bridge, Chicago River		152 64					152 64
Ashland Avenue Bridge, Chicago River		975 98					975 98
Pan Handle Temporary Bridge, Main Channel, Section O			—$1,319 40				—1,319 40
Pan Handle Permanent Bridge, Main Channel, Section O			2,266 50				2,266 50
Belt Railway Company of Chicago's Permanent Bridge, Main Channel, Sec. K.			—25 10				—25 10
Romeo Road Permanent Bridge, Main Channel, Section 12			58 00				58 00
Section 18				—$111 50			—111 50
Cass Street Permanent Bridge, Section 18					$576 97		576 97
Water power development at Lockport and Hickory Creek						$7,734 52	7,734 52
Totals	$19,876 12	$46,039 78	$980 00	—$115 50	$576 97	$7,734 52	$75,095 89

APPROVAL OF BOND OF THE ALLIS-CHALMERS COMPANY ON CONTRACT FOR THE HARNESS OF THE WATER POWER PLANT AT THE CONTROLLING WORKS NEAR LOCKPORT, ILL.

Mr. Carter, Chairman of the Committee on Finance, presented the bond of the Allis-Chalmers Company, on its contract for the harness of the water power plant at the Controlling Works, near Lockport, Ill., the bond being in the sum of $1,200.00, with the United States Fidelity and Guarantee Company as surety, furnished by said Allis-Chalmers Company in accordance with the action of the Board at the meeting held July 2, 1902, (page 8014 of the Proceedings), together with the executed contract for said work, and reporting that he had examined the bond and found the same to be executed in proper form and the surety thereon sufficient; and thereupon moved, seconded by Mr. Baker, that said bond and contract, in the form as presented, be approved and placed on file with the Clerk of the District.

The motion prevailed by a *viva voce* vote, and it was so ordered.

The following is the contract with the Allis-Chalmers Company for the harness of the water power plant at the Controlling Works, near Lockport, Ill.:

PROPOSAL.

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

The undersigned, hereby declares that the only persons interested in this proposal as principals, are named on the next page.

The undersigned also declares that he has carefully examined the notice to contractors and the general specifications for the work, hereto annexed, and also the location of the proposed work; that he has carefully studied all of the conditions at the site of the plant, and that he will agree to furnish, set up, and complete ready for use the harness called for by the following specifications; that he will guarantee the harness to successfully work under the conditions existing at the plant, as hereinafter indicated in the specifications, and that he will carry out the work within the time, in the manner and on the conditions mentioned, described and set forth in the said "Notice to Contractors" and general specifications, and in accordance with the .....
.....pages of detailed specifications submitted with this bid, and which are marked, signed and identified as follows:
.....
.....
.....
and also in accordance with the.....sheets of drawings which are submitted with this bid and which are marked, signed and identified as follows:
.....
.....
.....
For the harness complete the sum of four thousand two hundred and seventy-nine ($4,279.00) dollars:

Accompanying this proposal is a certified check for two hundred and fifty ($250) dollars which shall become the property of the Sanitary District of Chicago, if, in case this proposal shall be accepted by the Board of Trustees of said District, the undersigned shall fail to execute a contract with, and give bond to, said Sanitary District according to the requirements of the "Notice to Contractors," within the time provided for by said notice; otherwise the said check shall be returned to the undersigned.

ALLIS-CHALMERS CO.,
By H. W. HOYT,
Second Vice-President.

May 14, 1902.

The full names and residences of all persons interested in this proposal as principals, are as follows:

CHARLES ALLIS, President Allis-Chalmers Company, Milwaukee, Wis.; WILLIAM J. CHALMERS, Treasurer Allis-Chalmers Company, Chicago, Ill.

SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Harness of the Water Power Plant at the Controlling Works near Lockport, Ills., to be built for the Sanitary District of Chicago.

This Agreement, Made and entered into this first day of July, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and Allis-Chalmers Co., a corporation organized and existing under and by virtue of the laws of the State of New Jersey, 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 expressed in a bond bearing even date herewith, at his own proper cost and expense, to do all the work, and to furnish all ma-

terial, 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 Harness for the Water Power Plant at the Controlling Works near Lockport, Ills.

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 to 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. And the foregoing proposal shall constitute a part of this contract.

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 "Engineer" is used herein, it shall be understood to mean either the Chief Engineer of the Sanitary District of Chicago, or the duly designated representative of the Sanitary District.

Wherever the word "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 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."

GENERAL SPECIFICATIONS.

Harness.

1. It is understood and agreed that the word *harness* as used in these specifications and on the plans shall mean all parts and details of the whole machine which are intermediate or between the turbine wheels and the alternators, pumps, etc.; such as gearing, yokes, bridgetrees, bearings, shafting, couplings, pulleys, oiling devices, paint, varnish, etc., and all details mentioned or implied in the specifications or required to make the plant perfect. Certain parts of the harness mentioned in the specifications under the head of "Parts in Place which are not a Part of this Contract" are excepted.

Plans.

2. The plans of the Sanitary District (sheets 1 and 2) do not show all the details of the harness, and certain details shown are subject to change. Some of the changes in the plans are noted in the description and general specifications to follow.

3. Before the contract is signed, the Contractor shall submit to the Sanitary District, subject to approval, complete detail plans and specifications showing the form, dimensions, workmanship, operation, etc., of the completed plant; and, if approved, two extra copies of said plans shall be furnished by the contractor.

4. It is understood and agreed that the plans

and specifications furnished by the Sanitary District are to govern the contractor, except in such changes as may be required and approved by the Sanitary District. The contractor shall also verify all the field measurements so that all the dimensions on the plans will be correct.

5. Before final payment, the contractor shall furnish to the Sanitary District complete and correct copies of the final plans accurately drawn with India ink to a good scale on sheets of tracing linen 29 inches wide by 41 inches long suitable for solar printing and with margins like the plans furnished by the Sanitary District. All dimensions to be plainly marked in figures, parts named, and the whole done in a style suitable for binding in a volume with all the plans of the Controlling Works for future reference.

Description.

6. The conditions under which the plant is to work are peculiar. The maximum head on the turbine wheels is taken at 16 feet, although the head may be 18 feet under unusual conditions. The minimum head is taken at 10 feet under conditions to prevail at some future time—most probably during the winter months. The average head for a few years to come will be about 12 feet. The plans were designed for 10-foot head; but it has been decided to change the plans and design for a 12-foot head. (Excess head is hard to govern, and when the time comes for 10 foot head the diameter of the pulleys on the alternators can be reduced.)

7. With 10 feet minimum head the two turbines will develop 83 horse-power each; with 12 feet average head, 109 horse-power each; and with 16 feet maximum head, 168 horse-power for *one* turbine. The 16-foot head will obtain occasionally, especially at high stages of the lake, and must be provided for. When one turbine is laid up for repairs the other turbine will at times have to develop at least 160 horse-power.

8. The two 39-inch McCormick turbines will have vertical shafts which will gear with a horizontal jack-shaft. Two friction clutch pulleys on this jack shaft will belt, at present, to two 60 K. W. Alternators. It is the intention to run either one or both of the alternators with either one or both of the turbines; and, later, additional power will be taken off the end of the jack shaft.

9. The plans were made for a head of 10 feet with 98 r. p. m. for turbine shaft and 250 r. p. m. for jack shaft with mortise bevel gear, 3-inch pitch, 11-inch face, 69 and 27 teeth—69 teeth is an odd multiple for mortise gears. It has been decided to change the plans to suit a head of about 12 feet with 106 r. p. m. for turbine shaft and 250 r. p. m. for jack shaft with mortice bevel gear, 3-inch pitch, 10-inch or 11-inch face, 66 and 28 teeth.

Governor.

10. The governor for the two 39-inch turbines will be furnished by the Sanitary District and is to connect with either one or both of the 39-inch turbines at pleasure; but the kind of governor and the details of governor harness are not yet determined. Should the Sanitary District so decide, the contractor will furnish certain parts, or all, of the harness, and shall erect the governor and harness for a price equal to the actual cost of the materials and labor with 15 per cent added.

Balance.

11. All rotating parts are to be finished all over, wherever practicable, and perfectly balanced at the speed which the parts are to run.

Bevel Mortise Gears.

12. The bevel mortise gears for the two 39-inch turbines—3-inch pitch, 10-inch or 11-inch face, 66 and 28 teeth, 2 357 to 1 ratio—shall be machine dressed and finished and balanced in first-class shape. All cogs and teeth shall be accurately spaced and planed to true form in an approved gear planing machine. The tops and ends of cogs and teeth shall be turned off and pitch lines permanently marked on ends of same. These gears shall safely transmit 160 horse power and be durable at 106—250 r. p. m.

13. For the wheel, the distance back of pitch line to face of hub should be not less than 3 inches to make room for a longer top bearing on turbine shaft. A boss about ¼ inch high shall be cast on top of hub to retain the oil dripping from top bearing so that the oil will pass down through a vertical groove in boss of turbine shaft and lubricate the lower bearing. The cogs are to be made from young hickory or selected rock maple well seasoned and filled with parafine. The wheel shall be so fitted to boss of turbine shaft that the wheel will not wabble or get loose, and can be conveniently adjusted from time to time as the step of the turbine wears down.

14. The gun iron pinion for 39-inch turbine No. 1 shall be mounted on a boss on jack shaft and shall slide back on a feather out of gear when turbine No. 1 is cut out. The boss shall be finished to a slight taper and the hub of pinion shall be finished to the same taper and be a tight fit on boss when adjusted for work. The bolt holes in face coupling of pinion shall be finished enough larger than the bolts so that all the shear will be carried by the feather. The length of the boss and face coupling and the location of back yoke shown on the plans will be modified by the change in gearing.

15. The bevel mortise gear and pinion for the 15-inch turbine—1½-inch pitch, 5-inch face, 42 and 41 teeth—shall be finished under the same general conditions as the gears for the 39-inch turbines, and shall safely transmit 25-horse-power and be durable at about 300 r. p. m. The plans show miter mortise gears, but hunting cog mortise gears are preferred.

Yokes and Bridge Trees.

16. The yokes are designed heavy to avoid vibration and noise. The taper of flanges shall be made as small as practicable for good castings and in no case shall be more than ⅛-inch on a side. If necessary, patterns should be made thicker to avoid cold shuts and insure sound castings. Patterns to have good fillets and round corners.

17. Certain dimensions are to be modified to suit the shaft bearings and changes in plans, subject to approval. The beams carrying the yokes and bridge trees are fixed in place and cannot be moved or adjusted. The space between yoke and teeth of large bevel mortice wheel is reserved for governor gear.

Fitting.

18. All surfaces that join on bearings, yokes, bridge-trees, etc., are to be planed or machined to a fit, and are to be made to fit the places where used. All nut seats shall be made to square with and fit the nuts. No shimming will be allowed except with the written consent of of the Chief Engineer.

19. It is the intention that the machine parts shall be fitted and adjusted with more than ordinary precision and care, so that the finished plant shall be complete in every detail and perfect as a whole.

Bearings and Lubrication.

20. All bearings shall be adjustable, as indicated under head of "Adjusting Screws," and subject to the approval of the Sanitary District. They shall be rigid and accurately lined up in a workman like manner, and of such design as to run for several weeks without oiling or adjusting.

21. The horizontal shaft bearing shall be rigid collar oiling or ring oiling bearings.

22. The vertical shaft bearings shall be designed with cup-like tops not more than one inch deep to retain the oil or grease, and the lower bearings which will be run under water most of the time must be lined with materials suited to the purpose. The lower bearing over the 15-inch turbine will be between "wind and water" much of the time, and should run well either wet or dry.

23. When babbit metal is used for anti-friction surfaces, the metal shall be the best obtainable for the purpose and after casting securely in place shall be rough bored and then expanded and accurately bored afterwards; or the metal may be thoroughly peened in place with a suitable ball-peen hammer and accurately finished afterwards.

24. For such bearings and friction surfaces as are not required to be made self-oiling, approved lubricators, oil-cups or grease-cups and neat drip-pans when required, shall be installed by the contractor.

25. The vertical shaft bearings above and below the bevel wheels are to be continuously lubricated through suitable pipes leading from a large gravity sight feed lubricator to the bearings. The large lubricator shall be placed in plain sight in the "machine shop" and each set of bearings shall be provided with independent piping and sight feed so arranged that the oil to any set of bearings may be turned on or off at pleasure. A suitable receptacle shall be placed just below each set of bearings to receive the spent oil. This spent oil shall be automatically returned by gravity through suitable pipes to a reservoir in the machine shop. The plans do not detail the bearings or exhibit the lubricator.

Thrust Bearings.

26. The thrust of the vertical shafts will be carried by the turbines. For each one of the bevel gears on the jack-shafts, the thrust will be carried by a self-oiling thrust collar bearing mounted on the yoke nearest the driving gear. The parts of the bearing are to be so lugged or doweled together and finished that the collar recess and the collar shall always be concentric and in easy bearing over the whole of both surfaces. The collar recesses shall be lined with securely fixed anti-friction metal which shall be finished concentric with and normal to the axis of the bearing.

27. The collars of the thrust bearing shall be forged on the shafts, or forged in parts and set in place with set-screws as shown on the plans. If the split collar is used it shall be fitted together with taper pins and bored to a tight fit on shaft, and after being set in place shall be faced off on both sides in a lathe.

28. The collar must not be recessed or boxed into shaft. On the other hand, a low annular collar or boss about 1-16 inches high may be turned on the shaft and the split collar tightly fitted over it and set with a flat ended set screw. This detail has been added to sheet No. 2 of the plans and marked "Modified Detail of Thrust Collar." This modified detail is preferred to the detail originally shown.

29. Such allowance for expansion and contraction shall be made in fitting clutch couplings, set-collars, clutch pulleys, etc., that each thrust collar shall carry the thrust of its corresponding bevel gear without undue load from other causes. The thrust of the 36x8 inch pulley shall be carried by set collars on its own section of shaft.

Adjusting Screws.

30. All shaft bearings are to be made adjustable in all directions practicable by properly designed adjusting screws fitted with lock nuts. In cases where the drill or tap will not swing the screws may be placed higher and the base plate of bearing lugged or made thicker.

Shafting.

31. All shafting shall be so finished that there will be no tool marks or scratches or other defects in the finished shaft.

32. All shafting 4⅛ inches and over in diameter shall be forged with a steam hammer heavy enough to prevent internal stresses and "piping" in the shafting.

33. Whenever there is a change in the diameter of a shaft, proper fillets must be turned in all cases in which the change in diameter exceeds one-eighth inches.

34. If a flange coupling is put in the 4⅛ inch jack shaft, the coupling will be in the 9 feet 11 inch panel and an extra yoke may be required.

Couplings.

35. All flange couplings are to be finished all over and faced on the shafts after the keys are driven, and to be tight fitted with turned bolts. All jaw clutch couplings are to be finished all over with jaws planed, and fitted with ample bushed shaft-bearing and oiling hole with tight screw plug, subject to approval; all to be provided with approved operating gear so that same can be handled conveniently from the machine shop floor. (The plans do not show these details.)

36. The upper halves of the jaw clutch couplings, just above the turbine wheels, will be delivered to the contractor who shall fit the couplings to the shafts.

Pulleys.

37. The two 66x4 inch pulleys and the 18x8 inch pulley are to be Hill Friction Clutch Pulleys, or some approved design; all to be provided with approved operating gear so that same can be handled conveniently from the machine shop floor. (The plans do not show these details.) The 36x8 inch pulley is a plain pulley. All pulleys to be so finished as to run in perfect balance.

38. In case the speed and ratio of gearing is changed, the diameters of these pulleys may be changed; the diameter of the pulleys on the alternators is held open for change. The speed of the present alternators is 600 r. p. m.

Bolts, Studs and Taper Pins.

39. All bolts are to be through bolts whenever practical or required. Bolt holes are to be accurately laid out and drilled. Bolt holes through the beams carrying the yokes, bridge-trees, etc., are to be drilled in the field during erection. After final adjustment, the yokes carrying the thrust bearings shall be fixed in place with finished taper pins set in taper reamed holes. All bolts are to have trimmed heads and finished points with cold-pressed or semi-finished nuts, except when finished bolts and nuts are required. Hexagon heads and nuts and U. S. standard threads will be used unless otherwise specified or required. Whenever nuts or machine parts are liable to get loose, suitable lock-nuts or other locking devices are to be provided.

Wrenches.

40. For all nuts and adjustable parts, the contractor shall furnish neat and well fitting finished wrenches or tools which shall be marked and attached to a neat and substantial case which shall be fixed to the wall of the "machine shop." An extra wrench of long swing for 1-inch nuts shall be furnished for the special jack screws.

41. Three special jack screws of approved design shall be provided. The screws will not be less than one inch in diameter and the screw heads and body nuts shall be made hexagonal and to fit the wrenches for 1-inch nuts. Two of these jack screws shall be of the right length to stand on bridge tree and jack up the gear wheels of the 39-inch turbines, and one of the jack screws shall be the right length to perform the same service for the 15-inch turbine. The bridge trees and the gear wheels must be "spotted" for the convenient use of these jack screws. These jack screws shall be attached to the wrench case.

Finish Painting, Etc.

42. All machine parts must be well protected in the shop, during transportation and in the field to prevent rusting, abrasion or injury. All injured parts must be replaced, when, in the judgment of the Chief Engineer, refitting will not suffice.

43. All castings and details must be inspected and approved before painting, and in no case shall the paint or coating mixture be applied until all surfaces are trimmed and thoroughly cleaned.

44. Unless otherwise required, all unfinished parts shall be painted with two coats of red lead and linseed oil and two coats of approved metallic paint in such colors as may be selected; the first coat to be put on in the shop and the others after erection, and after thoroughly cleaning the parts.

45. At the option of the Sanitary District, the turbine wheels and such parts as are exposed to water and dampness shall be thoroughly coated with three coats of paraffin varnish, applied hot; quality of varnish and method of applying it subject to approval.

46. All the materials used in paints and varnishes shall be pure. They must be guaranteed by responsible manufacturers and be subject to the approval of the Sanitary District.

FINAL ACCEPTANCE AND MAINTENANCE.

47. Any material or workmanship which does not satisfy the requirements of these specifica-

tions may be rejected by the Engineer at any time before the final acceptance of the work, and the contractor shall make good all deficiencies at his own cost. The fact that the authorized inspectors have inspected said material or workmanship shall not make the Sanitay District liable for extra cost for replacing the same with material or workmanship accepted by the Engineer on final acceptance.

48. Should the preparation of the material for this structure be widely distributed, or should unnecessary delay in getting out the same, or delay in the required date of final completion occur, the cost of extra inspection shall be borne by the contractor; the Engineer to be sole judge of what is to be deemed extra inspection.

49. The contractor will be required to maintain the harness for a period of twelve (12) months after the same shall have been completed to the satisfaction of the Engineer, keeping the same in perfect repair during that time against all damages of wear and tear due to imperfect material or faulty workmanship which may be discovered under the legitimate use or operation of the plant. He shall be required to execute a bond in the sum of twelve hundred ($1,200.00) dollars for the faithful performance of this maintenance before receiving a final payment of his contract.

PARTS IN PLACE WHICH ARE NOT A PART OF THIS CONTRACT.

50. Two 39-inch McCormick Turbines (Nos. 1 and 2 on plans)—fixed in place.

One 12-inch eye beam over 39-inch turbine—adjustable.

Two box beams over 39-inch turbines—fixed in place.

One turbine governor.

Two 60 K. W. Alternators—in place.

Two 14-inch belts from jack shaft to alternators.

There is no concrete floor over or between the box beams.

Two brick walls supporting a flat stone roof will be erected on the box beams to house the gearing after the harness is in place.

51. One 15-inch McCormick Turbine (No. 3 on plans)—fixed in place.

Two 12-inch channel beams over 15-inch turbine—slightly adjustable.

Two 15-inch eye beams over 15-inch turbine—fixed in place.

The centrifugal pump in a well (indicated on plans at 5), and a pressure pump and accumulator not shown.

Two 8-inch belts from jack shaft to centrifugal pump and to pressure pump.

After the harness is in place a house will be erected over the 15-inch turbine somewhat similar to the house to go over the 39-inch turbine.

Two screens—in place.

MATERIALS.

Testing Materials.

52. Samples of all materials used in the execution of this contract shall be furnished by the contractor free of cost, prepared ready for testing, as required by the Sanitary District.

53. For cast iron, coupons shall be cast on the casting for testing purposes, as required, and shall not be detached from the casting except by direction of the inspector. In all cases the test specimen shall be poured from the same metal and at the same time as the casting, and shall be a fair sample of the metal in the casting.

Cast Iron.

54. All castings shall be made of tough gray iron which shall exhibit a uniform and close grained fracture, free from any white or mottled or vitreous appearance. A blow from a hammer shall produce an indentation in a rectangular edge of the casting without flaking the metal. It is the intention that each casting shall be made of materials best suited to the purpose of the casting.

55. All castings shall be of superior quality, sound, smooth, free from scoria, sand-holes, blow and cinder holes, lumps, laps, blisters, cold-shuts, or any other defects impairing their efficiency or appearance. No plugging or filling of any flaws or defects will be allowed. All gates, fins, etc. shall be removed so as not to injure the body, edges or surfaces of the casting.

56. All castings shall be true to pattern and shall be made in the best and most workmanlike manner. All cores to be fitted so as to insure as uniform a thickness of metal as possible. All castings shall be thoroughly cleaned and dressed, both on the outside and inside surfaces, so as to become entirely free from any loam or dirt or any other extraneous matter.

57. Flasks shall not be removed from around castings until the metal shall have sufficiently cooled, so that no unnecessary strains will be produced by unequal or too rapid cooling. All castings above 500 pounds in weight shall be moulded in skin-dried sand or in loam.

58. Except when otherwise specified or required, all cast iron shall be soft enough to be readily cut, drilled and chipped. This cast iron must exhibit a tensile strength between the limits of 18,000 and 25,000 pounds per square inch when measured on a test specimen from which the external coating or skin has been entirely removed by turning or planing or milling.

59. The pinions shall be made of supe-

rior "gun iron" as required. This gun iron must exhibit a tensile strength of not less than 25,000 pounds per square inch, when measured in a test specimen from which the external coating or skin has been entirely removed by turning or planing or milling.

Wrought Iron.

60. All wrought iron used shall be the very best grade of American double refined iron and must be tough, ductile, fibrous, and of uniform quality, well welded, smooth and free from cinder pockets or injurious flaws, buckles, blisters, checks or cracks.

61. When tested in specimens of not less than one-half square inch sections this wrought iron must show an ultimate strength of not less than 50,000 pounds per square inch with an elastic limit of at least 50 per cent. of the ultimate and an elongation of at least 18 per cent. in 8 inches, and shall break with a fibrous fracture; and must bend cold 180 degrees about a curve the diameter of which is equal to one and one-half times the thickness of the piece tested without sign of a fracture. The specimen shall be in the same condition as regards forging and working as the metal which it represents.

Machinery Steel.

62. Except when otherwise specified or required, the matarials used for shafting, forgings, etc., shall be of "medium open hearth" steel of a good finish and uniform quality in which phosphorus shall not exceed 6-100 of 1 per cent.

63. When tested in specimens of not less than one-half square inch sections, this steel must show an ultimate strength of 60,000 to 68,000 pounds per square inch with an elastic limit of at least 50 per cent of the ultimate and an elongation of at least 25 per cent in eight inches and 40 per cent reduction in area at point of fracture; and must bend cold 180 degrees over a diameter equal to the thickness of the piece tested without sign of a fracture. The specimen shall be in the same condition as regards forging and working as the metal which it represents. All steel forgings must be annealed.

64. No steel which proves brittle at any stage of its manufacture into the finished machine part shall be used under any circumstances. The object of the more particular clauses hereto relating, being to guard against the possibility of the use of this class of material.

GENERAL CONDITIONS.

65. The drawings furnished form a part of these specifications, and any work shown therein shall be executed the same as if mentioned herein. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any omissions in plans or specifications.

Changes in Plans.

66. The quantity of work and material figured from the plans is approximate, and the Sanitary District reserves the right to make any changes in the plans or specifications which may be deemed necessary either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not changed thereby. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages nor 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 work actually done, and at prices and rates established for such work under this contract. Notice of change of plan must be given to the contractor in writing, and it is expressly agreed that no alterations or additions or extra work are to be paid for unless so directed in writing.

Extra Work.

67. All claims for extra labor or material furnished by the contractor, or for damages for any cause whatever, must be reported to the Engineer at the time such labor or material is furnished 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 Committee on Engineering shall fix such prices for the work as they shall consider just and equitable, and the contractor shall abide by such prices, provided he enters upon such work with a full knowledge of the prices so fixed by the said committee; but if the contractor declines executing said work at the prices so fixed by said committee, 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 Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and said contractor shall accept such prices in full satisfaction of all the 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 for same, the actual cost of the work with fifteen (15) per cent added; provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

Responsibility of Contractor.

68. 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. All work provided for in this contract is to be done under the direction and supervision of the Engineer and his properly authorized agents; and the contractor is to be guided by the lines and marks 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 extra charge therefor, to enable the Engineer to properly give lines and marks and to measure the work from time to time.

69. All materials of whatever kind to be used in the work will be subject to the inspection and approval of the Engineer. All unsuitable or rejected materials must be removed from the premises at once by the contractor.

70. All work shall be subject to constant inspection before acceptance. Any unfaithful or imperfect work that may be discovered before its final acceptance shall be corrected immediately, and any unsatisfactory material used in the work shall be rejected and removed on the requirement of the Engineer, notwithstanding they may have been overlooked by the inspector. The inspection of any work shall not relieve the contractor of any of his obligations to perform sound work, as herein specified, and all work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good and satisfactory work.

71. 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.

72. 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 Sanitary District may declare this contract forfeited, if there is a substantial failure to comply with its provisions.

Tools.

73. The contractor is to furnish all the tools of every description necessary to the full and complete carrying out of this contract, and on completion of the work is to remove all tools, buildings and materials of all kinds from the site of the work.

Precautions.

74. Whatever precautions may be necessary to render any 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, shall be taken by the contractor.

Workmen.

75. The contractor shall employ competent foremen 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. It is especially understood and agreed that eight (8) hours shall constitute a day's work, and that 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 In the event of any violation of the above eight (8) hour provision, it is hereby agreed 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 contractor, as liquidated damages, the sum of five dollars ($5) 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.

76. It is further agreed that the contractor shall indemnify, keep and save harmless said Sanitary District from all liabilities, judgments, costs, damages and expenses which may in anywise come against said Sanitary District, 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 the contractor 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 Sanitary District, then the Sanitary District 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.

Damages.

77. If any damage shall be done by the contractor or by any person or persons in his employ to the owner or occupants of land, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring

contractor, the Engineer shall have the right to estimate the amount of said damages, and to cause the Sanitary District to pay the same to said owner or occupant, and the amount so paid for said 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, 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 omission or act 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 claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Time.

78. The contractor agrees to begin the work covered by this contract upon the order of the Chief Engineer and to prosecute the building of the harness herein provided for so as to complete the same on or before the expiration of sixty (60) days after the date of said order.

Prices.

79. In consideration of the said work being carried on and completed in the time and manner as hereinbefore specified, the said Sanitary District agrees to pay to the said contractor for the harness the following lump sum, and the said contractor agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the materials, tools, labor, etc., to-wit:

For the harness complete in every part and detail as specified, the lump sum of four thousand two hundred and seventy-nine ($4,279.00) dollars.

The prices proposed must include all royalties for patents, or patented material or 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 claims.

Certificate.

80. Upon the completion of the harness in accordance with the specifications and contract, to the full satisfaction of the Engineer, and upon the inspection of same and the issuance of the final certificate by the Engineer, 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 said certificate of the said Engineer.

Failure to Complete.

81. 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, except 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 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 willfully 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 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, implements and materials as may be found upon the site 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. Should there be a failure by the second party to deliver said material of the character and strength herein provided for at the time herein specified, or if, after the delivery of same as herein provided, said contractor should fail financially 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. 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 ten (10) days after it shall have become due, then the party of the first part shall have power to pay for such labor or for materials, tools, 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 the power to pay for such labor or materials, machinery, appliances, fuel, provisions or supplies of whatsoever sort or kind, out of money 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 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 material, tools, machinery, appliances, fuel, provisions or supplies of any sort or kind consumed upon, in or on account of the work covered by this contract in such manner and upon such proofs as the said Engineer may deem sufficient.

Contractor's Bond.

82. The contractor shall furnish bond in the sum of twelve hundred ($1,200) dollars for the harness as specfied, 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, 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 place of the bond so having become insufficient or worthless.

Final Payment.

83. 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 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. 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.

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 hands and seals.

THE SANITARY DISTRICT OF CHICAGO,
[SEAL] By THOMAS A. SMYTH,
President.
Attest:
A. R. PORTER,
Clerk.
ALLIS-CHALMERS CO.,
[SEAL] By H. W. HOYT,
Second Vice-President.
Attest:
J. O. WATKINS,
Assistant Secretary.

ORDER FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF BONDS MATURING OCTOBER 1, 1902.

Under the head of new business Mr. Carter presented, and seconded by Mr. Legner, moved the passage of the following 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 one hundred seventy-two thousand five hundred dollars ($172,500), to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the 1st day of October, 1902, as follows:

Eleventh issue of bonds (first installment)	$125,000 00
Six months' interest on $2,375,000 at 4 per cent (11th issue)	47 500 00
Total	$172,500 00

The roll being called, the order as read and shown above, was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF SEPTEMBER, 1902.

(Published in accordance with the resolution adopted by the Board January 3, 1902.)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$ 333 34
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 34

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$ 100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
George A. Keller, Assistant Operator	90 00
	$ 550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$ 583 33
G. M. Wisner, Asst. Chief Engineer	300 00
C. R. Dart, Assistant Engineer	200 00
*W. M. McCartney, Asst. Engineer	225 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas Wink, Instrument Man	150 00
M. J Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
†Wm Sullivan, Instrument Man	175 00
J. P. Murray, Sub Instrument Man	125 00
Robt. I. Randolph, Sub Instrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gavnor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
John D Atkinson, Inspector	93 75
A. G. Monahan, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
J. P. Hogan, Draftsman, 9 days	28 13
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	$ 113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,727 71

*Promoted from Sub Assistant Engineer at $175 00 per month on August 1, 1902.

†Promoted from Sub Instrument Man at $125 00 per month on August 1, 1902.

The increased salary to the above was omitted from the August roll and is here given.

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	35 00
	$210 00

LAW DEPARTMENT.

James Todd, Attorney	$ 416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Pait, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H Beebe, Jr., Clerk	125 00
James M Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sarah E. Riley, Stenographer	100 00
	$2,691 64

POLICE DEPARTMENT.

E. J. Coen, Marshal	$ 200 00
D. C. McCarthy, Sergeant	100 00
Thomas Balcer, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolmon	83 33
John Morton, Patrolman	83 33
Fred J. Schwindler, Patrolman	83 33
Joseph A White, Patrolman	83 33
James E Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
Samuel P. Luzzo, Patrolman	83 33
	$ 1,733 28

TREASURY DEPARTMENT.

Fred M Blount, Treasurer	$208 34
S. P. Blount, Assistant Treasurer	166 66
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 34
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 34

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00

Charles McElroy, Engineer	$ 125 00
William Hannaway, Fireman	45 00
Michael Cassidy, Deck-hand	45 00
Edward Russell, Steward	60 00
	$ 365 00

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 1, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, October 1, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Absent—Mr. Jones.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Cloidt, the minutes of the regular meeting, held September 24, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

The Joliet Bridge and Iron Company (Romeo Road Bridge, Section 12) .....$ 179 53

WATER POWER DEVELOPMENT.

George M. Campbell (crushed stone) .....$ 142 00

Barrett Hardware Company (hardware)	$ 148 23	
Francis Beidler & Co. (lumber)	1,886 22	
Joliet Transfer Company (cartage)	23 00	
Isham Randolph (freight on lumber, etc.)	293 96	
		$ 2,493 41

ENGINEERING DEPARTMENT.

The Consumers Company (water)	$ 6 63	
The Artificial Ice Company (ice)	2 16	
James McFadded (livery)	12 00	
Geo. E. Marshall & Co. (stationery)	153 50	
Eugene Dietzgen Company (drafting supplies)	2 78	
		177 07

CLERICAL DEPARTMENT.

American Water Company (water)		6 75

LAW DEPARTMENT.

M. W. Honan (special serviees, account right of way)	$ 150 00	
Wyckoff, Seamans & Benedict (Remington typewriter)	90 00	
		240 00

GENERAL ACCOUNT.

Dunham Towing and Wrecking Company (repairs Steamer Juliet)	$ 85 44	
Youghiegheny and Lehigh Coal Company (coal, Steamer Juliet)	26 79	
Charles Brunner (repairs launch, Ana Aina)	7 20	
Chicago Telephone Company (rental and toll service to July 1, 1902)	964 95	
		1,084 38
Grand total		$ 4,181 14

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented the following report, showing the number of persons employed by the Sanitary District during the month ending September 30, 1902, which, by unanimous consent, was ordered printed and placed on file:

CHICAGO October 1, 1902.

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 of the District for the month ending September 30, 1902, as the same have been reported to me:

Engineering Department	57
Clerical Department	4
Law Department	11
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	100

Respectfully submitted,

A. R. PORTER, *Clerk.*

(Two enclosures.)

REPORT TRANSMITTING FORM OF AGREEMENT WITH THE CITY OF CHICAO, PROVIDING FOR THE PAYMENT OF FORTY-FIVE PER CENT OF THE TOTAL COST OF CONSTRUCTION FOR THE FOUNDATIONS, INTAKE, ETC. FOR THE THIRTY-NINTH STREET PUMPING STATION.

Mr. Braden, Chairman of the Committee

on Engineering, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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

GENTLEMEN — The undersigned Committee on Engineering respectfully reports that the draft of a contract between the City of Chicago and the Sanitary District of Chicago, herewith presented, relative to the provision of cost to be incurred in the construction of the foundations and intake of the pumping station at Thirty-ninth Street, wherein it is provided that forty-five (45%) per cent of the cost shall be paid by the Sanitary District of Chicago and fifty-five (55%) per cent shall be paid by the City of Chicago, recommends that upon its execution by the City of Chicago, the same shall be executed in behalf of the District by the President and Clerk of the District.

Respectfully submitted,
J. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
FRANK WENTER,
WM. LEGNER,
Committee on Engineering.

(Accompanied by form of agreement in duplicate.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

The following is the form of agreement between the Sanitary District and City of Chicago, accompanying the report of the Committee:

WHEREAS, A contract was entered into between the Sanitary District of Chicago and the City of Chicago, dated November 18, 1899, wherein the City of Chicago agreed to complete the intercepting sewer system proposed in an ordinance passed by the City Council of the City of Chicago January 31, 1898, entitled: "An ordinance to modify the plans of the Pure Water Commission, accepted March 1, 1897," and complete the pumping stations used in connection with said intercepting sewer system, and to equip such pumping stations with the necessary machinery and fixtures and deliver the same when completed, with all things appurtenant thereto, as set forth in said contract of November 18, 1899, to the Sanitary District of Chicago, and by said contract said Sanitary District of Chicago agreed to take over from said City of Chicago said pumping stations, together with all things used in connection therewith, as set forth in said contract of November 18, 1899, and to hold, maintain and operate the same for the sole uses and purposes of said system of conduits and intercepting sewers; and

WHEREAS, By said contract, it was provided that there should be at the pumping station located at or near Thirty-ninth Street, in the City of Chicago, pumps having a minimum capacity of forty thousand (40,000) cubic feet of water per minute, and since the execution of said contract it has been found necessary, in the opinion of the authorities of said Sanitary District of Chicago, to increase the pumping capacity of said pumping station at Thirty-ninth Street from the capacity of forty thousand (40,000) cubic feet a minute to a capacity of one hundred and twenty thousand (120,000) cubic feet of water a minute.

Now, therefore, As supplemental of said contract of November 18, 1899, and by way of modification thereof, and for and in consideration of the agreements of the parties therein entered into, and of the agreements herein contained, and the provisions thereof, the said parties do covenant and agree as follows:

1. The said City of Chicago agrees to permit all necessary changes in the plans of construction of said pumping station at or near Thirty-ninth Street, and in any and all connections and appliances and apparatus and constructions used or to be used in connection therewith, so as to increase the minimum pumping capacity of said pumping station from forty thousand (40,000) cubic feet of water per minute to one hundred and twenty-thousand (120,000) cubic feet of water per minute, and to permit the construction and installation by said Sanitary District of Chicago of pumps having a minimum capacity of eighty thousand (80,000) cubic feet of water per minute.

2. The Sanitary District of Chicago hereby covenants and agrees that it will pay all the additional expense of such alterations in said plans and changes in the construction of said pumping station and the water channels,

wells, foundations, and any other appliances, apparatus and constructions used in connection therewith; which said additional expense, estimated by and between the parties hereto at the fixed percentage of forty-five (45%) per cent upon the total cost of said pumping station and all appliances, apparatus, and constructions used in connection therewith as altered by the change of capacity from forty thousand (40,000) cubic feet of water per minute to one hundred and twenty thousand (120,000) cubic feet of water per minute.

It is expressly understood and agreed that the above and foregoing provisions of this contract includes the entire construction of foundations for pumps of the full capacity of one hundred and twenty thousand (120,000) cubic feet per minute, the intakes, waterways, gates and operating mechanism thereof, the entire buildings for housing pumps, engines, boilers and all equipment, and the stack, as the plans for the same have been approved by the Engineer of the Sanitary District of Chicago; and it is further expressly understood and agreed that this agreement does not cover or include any part of the pumping machinery which the City of Chicago must erect and install to supply forty thousand (40,000) cubic feet of water per minute; nor shall it embrace or include the cost of the pumps and machinery which the Sanitary District is to supply for pumping and supplying the eighty (80) additional thousand cubic feet of water per minute in said contract, nor cover or effect the boiler equipment which each of the parties hereto must supply to operate the machinery of the said pumps to be supplied by parties hereto respectively as above stated.

3. Upon the execution of any contract for the construction of said pumping station, or any part thereof, or of any of the appliances, apparatus or constructions of any kind, or any part thereof, used or to be used in connection therewith, the Sanitary District of Chicago shall pay to the City of Chicago ten (10%) per cent of the gross amount of such contract; and as soon as ten (10%) per cent of the gross amount of any such contract (less such amount as may be reserved until the completion of the work), shall have been paid to the contractor, then said Sanitary District shall pay to the City of Chicago an additional ten (10%) per cent of such amount, and such payments of ten (10%) per cent of the gross amount of any such contract shall continue to be so made until forty (40%) per cent of the gross amount of any such contract shall have been paid to the City of Chicago by the said Sanitary District of Chicago; and thereafter, upon the payment to any such contractor of an additional five (5%) per cent, the Sanitary District shall pay over to the City of Chicago such five (5%) per cent of the gross amount of such contract; making in all a total payment by the Sanitary District to the City of Chicago of forty-five (45%) per cent of the total cost of each and every contract for the construction and installation of said pumping station and the appurtenances, appliances, apparatus and constructions used in connection therewith.

In case there shall be any work not included in the terms of any contract but which may be necessary as an extra or otherwise under such contract, or in connection therewith, then the amount paid out for such work by the City of Chicago shall be certified to by the Commissioner of Public Works of the City of Chicago and the Chief Engineer of the Sanitary District, and forty five (45%) per cent of the gross amount thereof, shall, upon the presentation of such certification to the Sanitary District, be immediately payable to the City of Chicago.

In case any work in and about the construction and installation of said pumping station and the appurtenances, appliances, apparatus and constructions used in connection therewith, shall be done by the City of Chicago, not by contract, but by day labor or other form of direct employment, or by its own employes, then, upon the certification of the said work by the Commissioner of Public Works of the City of Chicago and the Chief Engineer of the Sanitary District, and the presentation of such certification to the Sanitary District of Chicago, forty-five (45%) per cent of the amount thereof shall thereupon become payable by said Sanitary District of Chicago. But it is expressly stipulated and agreed by and between the parties hereto, that no work shall be done by day labor or other methods except by contract duly advertised, unless the written consent of the Chief Engineer of said Sanitary District is first had and obtained.

In Witness Whereof, The said City of Chicago has caused this instrument to be executed on its behalf by its Mayor and its corporate seal to be attached, duly attested by its City Clerk; and the said Sanitary District of Chicago has caused this instrument to be executed in its behalf by its President and its corporate seal to be hereto attached, duly attested by its Clerk, this .....day of..... A. D. 1902.

CITY OF CHICAGO,
By ....
Its Mayor.

Attest:
... .
City Clerk.

SANITARY DISTRICT OF CHICAGO,
By.... .....
Its President.

Attest:
.....
Clerk.

REPORT IN REFERENCE TO RELEASE OF SURETY BONDS OF MASON, HOGE, KING & COMPANY ON CONTRACT FOR SECTIONS 6, 7, 8, 11, 12 AND 13, AND BOND OF HELDMAIER & NEU, ON CONTRACT FOR SECTION "B", MAIN CHANNEL.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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

GENTLEMEN—Your Committee on Finance herewith reports that it has received a communication from the City Trust Safe Deposit and Surety Company of Philadelphia, requesting the release of two bonds, each in the sum of $10,000.00, and four bonds, each in the sum of $5,000.00, furnished by said company on behalf of Mason, Hoge, King & Co., guaranteeing the performance of contracts in the matter of Sections 6, 7, 8, 11, 12 and 13 of the Main Channel, of date the 29th day of July, 1897; and also a request from said City Trust Safe Deposit and Security Company of Philadelphia, for the release of the bond furnished by said company, in the sum of $5,000.00, on behalf of Heldmaier & Neu, indemnifying the District against liens, claims and contingent liabilities arising out of the performance of a certain contract for work on Section "B" of the Main Drainage Channel, of date the 20th day of September, 1897.

Your Committee, having considered the subject matter of said requests, reports that the final certificates for Sections 6, 7, 8, 11, 12 and 13 were issued under date of October 31, 1896, and a final receipt taken from said Mason, Hoge, King & Co., for the payment of the amounts so ordered, and that the final certificate for Section "B" was issued to said Heldmaier & Neu under date of September 15, 1897, (page 4208 of the Proceedings) and a final receipt taken from said contractors for the payment of the money so ordered.

Your Committee further advises that the Attorney of the Board has presented a written opinion to the Committee, recommending that the bonds above referred to be released, which communication is herewith transmitted.

Your Committee, therefore, recommends that the surety on the bonds given by Mason, Hoge, King & Co., on July 29, 1897, for the performance of work on Sections 6, 7, 8, 11, 12 and 13 of the Main Drainage Channel, and on the bond given by Heldmaier & Neu, on September 20, 1897, for the performance of work on Section "B", be released from further liability on said bonds, or any or either of them, the contractors, however, to remain liable thereon.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(Seven enclosures).

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays —None.

REPORT IN REFERENCE TO AGREEMENT WITH THE WESTERN STONE COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY AND REMOVAL AND RE-ERECTION OF BUIDINGS, MACHINERY, ETC.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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 the Western Stone Company for the purchase of the following described property, to-wit:

Thas part of Lots 12, 13, 14 and 15, in Block 3, South Branch Addition to Chicago, being the southeast fraction of the northwest quarter of Section 28, Township 39 North, Range fourteen, East of the Third Principal Meridian, except 15 acres from

the west side and 8 acres from the north end thereof, lying northwesterly of a line described as follows: Beginning at a point in the dividing line between Lots 5 and 6, in said Block 3, 230.95 feet west of the southeast corner of said Lot 5, measured along said dividing line; running thence southwesterly to a point in the dividing line between Lots 17 and 18, in said Block 3, 211.91 feet distant from the north line of Archer Avenue, in the City of Chicago, measured along said dividing line; situated in the County of Cook and State of Illinois.

For which the District agrees to pay the sum of $13,784.54. The District further agrees to construct at its own cost and expense a good and substantial dock along the river front of the remaining portion of said lots on or before the 1st day of February, A. D. 1903. It is necessary for said Western Stone Company to remove from the property purchased its plant and to re-install the same on other portions of the property owned by said Western Stone Company; and the said Western Stone Company has agreed to do all of said work for the sum of $16,056.32, which sum includes the sum of $4,394.12 for loss of time on plant and loss of timbers which will be destroyed.

Your Committee reports that it has received bids for the doing of said work and is unable to get any bid to do said work for a price as low as that agreed upon by the said Western Stone Company.

Your Committee, therefore, recommends that the sum of $13,784 54 be paid to the Northern Trust Company, trustee under a certain mortgage, upon said Western Stone Company executing and delivering to the District a good and sufficient warranty deed conveying said above described property to the District free and clear of all incumbrances; and that the further sum of $16,056.32 be paid to said Western Stone Company upon said Western Stone Company executing an agreement to remove from the property to be conveyed to the District its buildings, derricks, machinery and all other property of a personal nature situated on said property, said agreement to be in the form as approved by the Attorney of the Board. And the President and Clerk of he District are authorized to execute said agreement when same is executed by the Western Stone Company.

Respectfully submitted,

Z. R. CARTER,
Chairman,
WM. H. BAKER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
WM. LEGNER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT AUTHORIZING THE PAYMENT OF ONE HUNDRED DOLLARS TO HENRY HORNER, JR., ON DELIVERY OF QUIT-CLAIM DEED TO A CERTAIN PIECE OF PROPERTY.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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 agreed to pay Henry Horner, Jr., one hundred dollars for a quit-claim deed of any interest that he may have in the following described real estate to-wit: The southeast fractional quarter of Section eleven, Township thirty-seven North, Range eleven, East of the Third Principal Meridian, lying north of the I. & M. Canal and of the north ninety-foot reserve line thereof, situated in Cook County, State of Illinois. The title to a part of the above described property was, at one time, in the father of said Henry Horner, Jr., who conveyed the same to Lazarus Silverman, and the District afterwards brought suit against Silverman to clear up the title to said property, which suit has been disposed of.

Your Committee, therefore, recommends

that upon said Henry Horner, Jr., delivering to the District a quit-claim deed to said property that the sum of one hundred dollars be paid in the usual manner to said Henry Horner, Jr.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas— Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT TRANSMITTING FORM OF LEASE OF CERTAIN DOCKAGE PROPERTY TO THE ILLINOIS STONE COMPANY.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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

GENTLEMEN — The Committee on Finance herewith presents a form of lease to be executed by the District with the Illinois Stone Company, a corporation, for the lease of certain dockage property with said above mentioned party, said lease being for the term ending December 31, 1902, at a rental of two hundred ($200.00) dollars for said term, and is in conformity with the form heretofore approved by the Board of Trustees for use in cases as above.

Your Committee therefore recommends that the President and Clerk of the District be authorized and directed to execute said lease on behalf of the District to the party as above set forth, the said party having executed the same and complied with the terms and conditions thereof.

Respectfully submitted,

Z R. CARTER,
Chairman.

WM. H. BAKER,
THOMAS J. WEBB,
WM LEGNER,
FRANK X. CLOIDT,
FRANK WENTER.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

The following is the form of lease with the Illinois Stone Company:

THIS INDENTURE, Made this first day of April, A. D. 1902, between the Sanitary District of Chicago, party of the first part, and Illinois Stone Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part;

Witnesseth, That 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 County of Cook and State of Illinois, known and described as follows, to wit:

A strip of land in the northwest quarter of Section twenty-one, Township thirty-seven north, Range eleven, East of the Third Principal Meridian, described as follows:

Beginning at a point on the southerly bank of the Main Drainage Channel opposite Station 1097+16.9 on the center line of said Main Drainage Channel, running thence southeasterly on a line at right angles with center line of said Main Drainage Channel, to the southerly line of the right of way of the Sanitary District of Chicago, running thence northeasterly along said southerly line of the right of way, for a distance of 100 feet; running thence northwesterly to a point on the southerly bank of the Main Drainage Channel opposite 1096+16.9 on the center line of said

Main Drainage Channel, running thence southwesterly along said southerly bank of said Main Drainage Channel to the point of beginning. 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 first day of April, in the year of our Lord one thousand nine hundred and two, for and during and until the thirty-first day of December, in the year of our Lord one thousand nine hundred and two.

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 hundred ($200.00) dollars, payable in advance.

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 itself the right at any time, at its election, to declare this 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 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 party 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, or 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 Cook County, all the buildings and improvements on the 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 the 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 said sale, after first paying all costs and expenses of said sale, including commissions and attorneys 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 County and the direction of the health officers thereof, 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 under-let 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 repossess and enjoy as in their first and former estate, and to distrain for any rent that may be due theron 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 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 term 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 rights 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 power, not destructive or unnecessarily injurious to the rights and privileges of the party of the second part.

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; and 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 uses to which said party of the first part may desire to subject said property. Said party of the first part reserves out of the premises herein demised the right to grant a right of way over and through said property for the operation of a steam or street railroad at such place as said first

party may designate; reserving to said second party the right to construct and use such crossing, or crossings overhead, or underneath, so that said railroad will cause a minimum inconvenience to the operation of its business; and in the event that such right of way is granted by said party of the first part, such proportionate amount of rental for said right of way shall be deducted from the yearly amount to be paid by said lessees as such right of way bears to the entire amount of property herein leased.

The said party of the second part further agrees not to remove any buildings or 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 attorneys 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.

It is further agreed by the party of the second part that it will not build on the right of way of the Sanitary District of Chicago, leased herein, a construction of any kind whatsoever without the written assent of the said party of the first part, first had and obtained thereto, and that it more particularly will not construct any crossing of the Desplaines River without the written approval of the said first party.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above mentioned.

THE SANITARY DISTRICT OF CHICAGO,
[SEAL] By THOMAS A. SMYTH,
President.
Attest:
A. R. PORTER,
Clerk.
ILLINOIS STONE CO.,
[SEAL] By LUTHER LOOMIS,
President.
Attest:
JAS. A. HOGAN,
Secretary.

REPORT TRANSMITTING FORM OF LEASE OF CERTAIN DOCKAGE PROPERTY TO THE LEMONT LIMESTONE COMPANY.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 1, 1902.

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

GENTLEMEN — The Committee on Finance herewith presents a form of lease to be executed by the District with the Lemont Limestone Company, a corporation, for the lease of certain dockage property with said above mentioned party, said lease being for the term ending December 31, 1902, at a rental of two hundred ($200) dollars for said term, and is in conformity with the form heretofore approved by the Board of Trustees for use in cases as above.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to execute said lease on behalf of the District to the party as above set forth, the said party having executed the same and complied with the terms and conditions thereof.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
WM. LEGNER,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

The following is the form of lease with the Lemont Limestone Company:

This Indenture, Made this twenty-second day of May, 1902, between the Sanitary District of Chicago, party of the first part, and Lemont Limestone Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part.

Witnesseth, That 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 County of Will and State of Illinois, known and described as follows, to-wit: A piece of land in the southeast quarter of Section 26, Township

37 North, Range 10 East of the Third Principal Meridian, having two hundred (200) feet frontage on the west bank of the Main Drainage Channel, being one hundred (100) feet wide, together with a right of way sixteen (16) feet wide, extending from the center point of said Section 26 in a southeasterly direction to the Main Drainage Channel. 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 first day of April, in the year of our Lord one thousand nine hundred and two, for and during and until the thirty-first day of December, in the year of our Lord, one thousand nine hundred and two.

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 hundred ($200.00) dollars, payable in advance.

(The remaining terms of this lease are identical with those of the lease to the Illinois Stone Company, as printed on pages 9001-4 of the Proceedings of this date.)

In Witness Whereof, The parties hereto have hereunto set their hands and seals, the day and year first above mentioned.

THE SANITARY DISTRICT OF CHICAGO,

[SEAL] By THOMAS A. SMYTH,
Attest: *President.*

A. R. PORTER, *Clerk.*

LEMONT LIMESTONE COMPANY,

[SEAL] By CHARLES GOETZ,
President.

Attest:

E. H. BROWN, *Secretary.*

REQUISITION.

The Clerk presented the following requisition from the Engineering Department:

No. 610—Engineering Department—
Supplies for the quarter ending
Dec. 31, 1902, (as per list attached) $400 00

Mr. Braden, seconded by Mr. Legner, moved that the requisition, as read and shown above, be allowed.

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

COMMUNICATION FROM AMERICAN STRAW BOARD COMPANY.

The Clerk presented and read a communication from the American Straw Board Company, by S. H. Emery, Jr., its president, informing the Board that the work of river diversion now in progress, near Lockpert, Ill., will materially reduce the supply of water for their mills and cause damages.

The communication, by unanimous consent, was referred to the Committee on Judiciary.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 8, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, October 8, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Jones and Legner—Two.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Jackson & Corbett Company (Randolph Street Bridge, Sept. 30, 1902)..	$ 5,115 33
Jackson & Corbett Company (Randolph Street Bridge).....	142 60
Bullard & Gormley Company (Randolph Street Bridge).....	5 76
Dunham Towing and Wrecking Company (Canal Street Bridge).....	35 00
Weir & Craig Manufacturing Company (Canal Street Bridge).....	10 50
Chicago Edison Company (Ashland Avenue Bridge).....	24 42

Lydon & Drews Co. (Ashland Avenue Bridge)	$ 765 50	
John McGuire (Ashland Avenue Bridge)	224 00	
Chicago Edison Company (Main Street Bridge	35 88	
Lydon & Drews Co. (rock excavation, Chicago River, Sept. 30, 1902)	6,810 37	
Lydon & Drews Co. (constructing temporary dock, Sept. 30, 1902)	768 00	
Lydon & Drews Co. (dredging and docking, Chicago River, Oct. 1, 1902)	2,442 34	
Lydon & Drews Co. (dredging and docking, Chicago River, Oct. 1, 1902)	24,837 09	
American Brick Co. (sewer brick, account Chicago River docking)	49 00	
		$41,265 79

WATER POWER DEVELOPMENT.

Max Wolff (blacksmithing)	$ 21 30	
Crerar, Adams & Co. (wheel scrapers)	329 90	
Isham Randolph (freight on material)	52 72	
		403 92

ENGINEERING DEPARTMENT.

Wm. M. McCartney (expense)	$ 10 03	
Chas. Wink (expense)	6 70	
Wm. Sullivan (expense)	42 83	
Theodore Buskirk (expense)	4 83	
D. C. Custer (expense)	1 75	
G. M. Wisner (expense)	21 13	
Isham Randolph (expense)	172 00	
E. H. Heilbron (expense)	36 30	
Hans Isak (gauge reading, September, 1902)	10 00	
		305 66

CLERICAL DEPARTMENT.

The Chicago Towel Supply Company (toweling)		2 00

LAW DEPARTMENT.

J. W. Richards (witness fees, John Herbert vs. Sanitary District)	$ 40 00	
Frank G. Noel (witness fees, John Herbert vs. Sanitary District)	75 00	
Thomas Bossom (witness fees, John Herbert vs. Sanitary District)	50 00	
George Spury (witness fees, John Herbert vs. Sanitary District)	5 00	
C. Z. Noel (witness fees, John Herbert vs. Sanitary District)	90 00	
H. B. Porter (witness fees, John Herbert vs. Sanitary District)	25 00	
John C. Miller (witness fees, John Herbert vs. Sanitary District)	25 00	
Alfred E. Calais (witness fees, John Herbert vs. Sanitary District)	25 00	
James Brandon (witness fees, John Herbert vs. Sanitary District)	25 00	
E. W. Attaway (witness fees, John Herbert vs. Sanitary District)	15 00	
R. L. Reed (witness fees, John Herbert vs. Sanitary District	10 00	
D. Barrett (livery)	22 50	
John W. Nadelhoffer (expense)	19 25	
A. J. Mathewson (final payment on purchase of maps, etc., Chicago River)	2 000 00	
		2,426 75

POLICE DEPARTMENT.

Samuel L. Hanks, (ice, July, August, September, 1902)		7 50

GENERAL ACCOUNT.

Samuel L. Hanks (ice, July, August, September, 1902)	$ 15 00	
Castle Laundry and Lace Cleaning Works (laundry)	31 13	
C. A. Savoie (groceries)	49 34	
D. J. Mortell (groceries)	25 88	
Youghiogheny and Lehigh Coal Company (coal)	22 75	
Thomas B. Banner (engineers' supplies)	121 62	
Geo. B. Carpenter & Company (oil and paints)	8 80	
The Consumers Company (water)	8 63	
Security Building Receivership (rent offices, October, 1902)	478 33	
		761 48

MAINTENANCE ACCOUNT.

Chas. Wink (expense)	$ 13 16	
F. G. Blakeslee (expense)	9 45	
Isham Randolph (account repairs to masonry walls and life lines)	362 59	
		$ 385 20
Grand total		$ 45,558 30

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

COMMUNICATION FROM THE CLERK REPORTING RECEIPT OF TWO CHECKS FROM THE CHIEF ENGINEER IN THE SUM OF $479.92.

The Clerk presented the following communication:

CHICAGO, October 2, 1902.

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

GENTLEMEN—I received two checks from Isham Randolph for the following amounts:

One check from Charles Wink, for $5.00, for the sale of five cords of firewood, and one check from Lydon & Drews Company, for rebate on piles left out at the following docks:

Paltzer dock, three piles, rebate, $78.71.

Babcock & McConnell dock, thirteen piles, rebate, $341.06.

Richardson coal dock, three piles, rebate, $60.15, making a total of $479.92.

Awaiting your instructions in regard to the matter, I remain,

Very truly yours,

A. R. PORTER, *Clerk.*

(Two enclosures.)

Mr. Baker, seconded by Mr. Cloidt, moved that the communication be ordered printed in the Proceedings and placed on file, and the Clerk directed to deposit the sum received with the Treasurer of the District.

The motion prevailed unanimously and it was so ordered.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of August, 1902, which, by unanimous consent was ordered printed and placed on file.

The following is the report:

CHICAGO, October 8, 1902.

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, 1902.

The total expenditures of the District for the month were $43 836.15, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $958 33 for salaries.

The total amount expended for account of, and charged to, the General Account was $3,768.44, divided as follows:

Printing	$ 81 10
Rent of offices for August, 1902	478 33
Salaries	2,543 33
Steamer Juliet	498 56
Advertising	155 12
General expenses	12 00
Total	$ 3,768 44

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212.91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of August, 1902:

Account.	*Amount.*
Right of way	$ 2,363 35

Bridge Construction, Chicago River	$ 17,609 17
Water Power Development, Lockport	2,670 44
Telephone line	19 30
Engineering Department	8,914 14
Clerical Department	958 33
Law Department	4,168 24
Treasury Department	413 25
Police Department	1,906 83
General Account	3,768 44
Maintenance Account	1,044 66
Total	$ 43,836 15

Respectfully submitted,

A. R. PORTER, *Clerk.*

REPORT TRANSMITTING ORDER IN REFERENCE TO ADVERTISING FOR BIDS FOR CERTAIN WORK FOR THE PRESERVATION OF THE DISTRICT'S WATER POWER.

Mr. Baker, member of the Committee on Judiciary, presented a report from the Committee as follows:

CHICAGO, October 8, 1902.

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

GENTLEMEN—Your Committee on Judiciary herewith presents an order in reference to the advertising for bids for work necessary to be done for the purpose of preserving the water power of the District, and recommends that this order be passed.

Respectfully submitted,

J. C. BRADEN,
Z. R. CARTER,
THOMAS A. SMYTH,
FRANK X. CLOIDT,
FRANK WENTER,
THOMAS J. WEBB,
Committee on Judiciary.

Mr. Baker, seconded by Mr. Cloidt, moved that the report be adopted and the recommendation contained therein concurred in.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Smyth Webb and Wenter—Seven.

Nays—None.

The following is the order transmitted with the report of the Committee on Judiciary:

"*Ordered*, That the President of the Board of Trustees of the Sanitary District of Chicago be authorized and directed to take such action, after consulting the legal department, as he may deem necessary in advertising for bids for constructive work necessary to be done for the purpose of preserving the water power of the District."

Mr. Baker, seconded by Mr. Cloidt, moved the passage of the order, as read and shown above.

The roll being called, the order was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

CHIEF ENGINEER DIRECTED TO PREPARE PLANS AND SPECIFICATIONS AND ADVERTISEMENT FOR THE CONSTRUCTION OF THE SUPERSTRUCTURE FOR THE HARRISON STREET BRIDGE.

Under the head of new business Mr. Braden stated, that owing to the failure of the American Bridge Company to proceed with the work of the superstructure of the Harrison Street bridge, as ordered by the Chief Engineer, he desired to make the following motion:

"That the Chief Engineer be directed to prepare plans and specifications for the superstructure of the Harrison Street bridge; also that he prepare an advertisement inviting proposals for the construction of the same, the bids to be opened December 17, 1902.

The motion was seconded by Mr. Wenter.

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

ORDER CLOSING THE OFFICES OF THE SANITARY DISTRICT ON THURSDAY, OCTOBER 9, 1902.

Mr. Webb presented and, seconded by Mr. Baker, moved the passage of the following order:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Thursday, Octo-

ber 9, 1902, the same being 'Chicago Day.' "

The roll being called, the order was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter Cloidt, Smyth, Webb and Wenter—Seven.

Nays—None.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 15, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, October 15, 1902, at 2 o'clock P. M.

In the absence of the President, the Vice-President, Mr. Cloidt, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Absent—Messrs. Jones and Smyth—Two.

Vice-President Cloidt then called the Board to order.

MINUTES.

On motion of Mr. Baker, seconded by Mr. Legner the minutes of the regular meetings held October 1 and 8, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (Canal Street Bridge, September 30, 1902)	$ 9,660 00	
American Bridge Company (Main Street Bridge, September 30, 1902)...	1,680 00	
		$11,340 00

WATER POWER DEVELOPMENT.

H. Channon Company (wheel scrapers)		$ 384 00

ENGINEERING DEPARTMENT.

R. Seelig (surveying instruments, etc.)	$ 2 70	
G. H. Moore (gauge reading, September, 1902)	30 00	
Geo. B. Norton (livery)	2 50	
The Artificial Ice Company (ice)	2 16	
Samuel L. Hanks (ice)	19 50	
Henry Stuckart (rope, etc)	3 45	
Cavanaugh & Darley (repairs, launch Ana Aina)	7 20	
John A. Roebling's Sons' Company (tinned cord)	8 05	
John F. Higgins (letter heads and envelopes)	15 50	
Chicago Printing and Embossing Company (voucher blanks)	15 75	
Reynolds Electric Company (buzzer)	1 50	
White Rock Mineral Spring Company (water)	13 50	
Sweet, Wallach & Co. (photo supplies)	19 76	
Eugene Dietzgen Company (blue prints)	9 16	
Pearson Bros. (blue prints)	42 53	
Keuffel & Esser Company (drafting material	11 95	
The Chicago Towel Supply Company (toweling)	21 60	
Ralph Modjeski (inspecting bridge material)	96 16	
Geo. B. Carpenter & Co. (tarpaulin)	6 40	
J. E. Grady (expense)	7 55	
		336 92

LAW DEPARTMENT.

Chicago Journal (publishing notice of condemnation)	$ 407 20	
The Chicago Towel Supply Company (toweling)	1 25	
Carrolls' Clean Towel Supply and Laundry Company (toweling)	2 00	
Henry Mace (expert services)	150 00	
P. C. Haley (expense)	46 75	
John W. Nadelhoffer (expense)	167 89	
Samuel L. Hanks (ice, July, August, September, 1902)	7 50	
C. S. Cutting (rent Joliet office, September, 1902)	20 00	
Economy Light and Power Company (electric lighting Joliet office)	2 50	
Chicago Legal News Company (session laws)	1 75	
Minnie M. Meyer (court reporting)	19 80	
John F. Higgins (letter heads and envelopes)	15 50	
Mayer & Miller (voucher blanks)	27 50	
John O'Connor (data for condemnation proceedings)	32 05	
		$ 901 69

GENERAL ACCOUNT.

John F. Higgins (printing proceedings, September, 1902)		$ 118 17

MAINTENANCE ACCOUNT.

Wolverine Portland Cement Company (cement)	$ 376 38	
H. Channon Company (rope clips)	66 76	
Drainage Canal Transportation and Amusement Company (towing)	7 50	
Fred Boehme (sand)	47 13	
George Giegerich (ice, Controlling Works)	28 35	
		$ 526 12
Grand total		$ 13,606 90

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner and Wenter—Six.

Nays—None.

REPORT IN REFERENCE TO READVERTISING FOR BIDS FOR THE CONSTRUCTION AND ERECTION OF THE SUPERSTRUCTURE FOR THE BRIDGE CROSSING THE CHICAGO RIVER AT HARRISON STREET.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, October 15, 1902.

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

GENTLEMEN—Your Committee on Engineering begs leave to report to your Honorable Body that it has had under consideration the matter of supplying and erecting the superstructure of a bridge across the Chicago River at Harrison Street and advises your Board as follows:

The original contract for the supplying of the material for, and the erection of, said bridge across the Chicago River on the line of Harrison Street, in the City of Chicago, was awarded to the American Bridge Company of New York on August 14th, 1901, (page 7373 of the Proceedings); that under the terms of said contract the said bridge was to have been completed on or before April 1, 1902; and that the said work was to be done under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago; that after the letting of said contract certain modifications and changes in reference to the construction of said bridge were agreed upon by the parties to said contract for said bridge.

Your Committee further advises the Board that said contractor refused, and still refuses, to proceed with the construction of the superstructure for said bridge in accordance with such original agreement and the modifications and changes thereof, and that by reason thereof it is necessary to advertise again for bids for the building of the superstructure for a bridge across the Chicago River on the line of Harrison Street.

Therefore, your Committee recommends that the President and Clerk of the District be authorized and directed to advertise for bids for the supplying and erecting of the superstructure for a bridge across the Chicago River on the line of Harrison Street, in the City of Chicago, said bids to be in the form as submitted herewith.

Respectfully submitted,
JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
FRANK WENTER,
FRANK X. CLOIDT,
WM. LEGNER,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner and Wenter—Six.

Nays—None.

The following is the form of advertisement accompanying the report of the Committee:

SANITARY DISTRICT OF CHICAGO.

To Contractors:

Sealed proposals addressed to the Board of Trustees of the Sanitary District of Chicago and endorsed:

"Proposals for erecting the superstructure of a bridge across the Chicago River in the City of Chicago and said Main Drainage Channel of the Sanitary District of Chicago," will be received by the Clerk of the said Sanitary District at Room 1110 Security Building, Chicago, Ill., until 12 M. (standard time) of Wednesday, the 17th day of December A. D. 1902, and will be publicly opened by said Board of Trustees at a meeting of the Board held that day.

The bridge for which said tenders are invited is at Harrison Street across the Chicago River, design prepared under the Hall Bascule Bridge Patents.

The work for which said tenders are invited includes supplying all materials for the superstruc-

ture of said bridge and erecting same complete according to plans furnished by the Sanitary District of Chicago and in conformity with specifications furnished by the said District.

The design for said bridge is owned and controlled by said Sanitary District of Chicago.

Each bid must be accompained by a certified check or cash to the amount of three thousand dollars ($3,000).

All certified checks must be drawn on some responsible bank doing business in the City of Chicago and made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of three thousand dollars ($3,000) deposited with bids will be held by the Sanitary District until all of the respective bids for said structure have been canvassed and the contracts awarded and signed, the return of said check or cash being conditioned upon the appearance within ten (10) days after receiving notice of award to him of the bidder to whom the award of said work shall have been made, with bondsmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the Board of Trustees for the fulfillment of the contract for the superstructure of the Harrison Street Bridge across the Chicago River, in the amount of thirty-five thousand ($35,000) dollars.

All bids must be made upon the blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work and his financial ability successfully to prosecute the said contract in case the same shall be awarded to him.

Bidders are required to state in their bids their individual names and places of residence in full.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,
By THOMAS A. SMYTH,
Attest: *President of its Board of Trustees.*
A. R. PORTER, *Clerk.*

CHICAGO, October 15, 1902.

REPORT IN REFERENCE TO SETTLEMENT OF FOUR SUITS FOR DAMAGES TO REAL ESTATE AND LEASEHOLD INTERESTS ON CERTAIN PROPERTY LYING WEST OF WESTERN AVENUE, GROWING OUT OF THE CONSTRUCTION OF THE MAIN CHANNEL AT THIRTY-FIRST STREET.

Mr. Legner, Chairman of the Committee on Judiciary, presented a report from the Committee as follows:

CHICAGO, October 15, 1902.

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

GENTLEMEN—Your Committee on Judiciary begs leave to report that there is now pending against the Sanitary District four suits for damages to real estate and leasehold interests on property lying west of Western Avenue, claimed as a result of the construction of the Main Drainage Channel across Thirty-first street, near Western Avenue, and shutting off the access to said property by way of Thirty-first Street. A proposition has been made by the attorney for the parties to said suits to settle the same and release all claims for damages against the District by reason of the closing of Thirty-first Street, for the sum of $150 00 in each case.

Your Committee is of the opinion that this proposition should be accepted, and recommends that there be paid, first, to William Mensching, plaintiff in one of said suits, or his duly authorized agent, the sum of $150.00 upon his executing a release of all claims for damages against the District resulting from the closing of said Thirty-first Street, and upon the dismissal of his suit against the District; that there be paid the sum of $150.00 to the plaintiffs, John Busse, Sr., John Busse, Jr. and Henry Busse, or to their duly authorized agent the sum of $150.00 upon their executing a release of all claims for damages against the District resulting from the construction of the Main Channel across said Thirty-first Street; that there be paid to August J. Triebull, or his duly authorized agent, the sum of $150.00 upon his executing a release in full of all claims against the District resulting from the construction of the Main Channel across said Thirty-first Street and upon the dismissal of his suit against the District; and that there be paid to William Rohn, plaintiff, or his duly authorized agent the sum of $150.00 upon his executing a release in full of all claims for damages against the District growing out of the construction of the Main Drainage Channel across Thirty-first Street in the City of Chicago, and upon the dismissal of his suit against the Sanitary District; the amounts above mentioned to be paid in the usual

manner and when said parties respectively shall have executed releases in the form to be approved by the Attorney of the District-

Respectfully submitted,

WM. LEGNER,
Chairman,

WM. H. BAKER,
Z. R. CARTER,
J. C. BRADEN,
FRANK X. CLOIDT,
FRANK WENTER,
Committee on Judiciary.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner and Wenter—Six.

Nays—None.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 22, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, October 22, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Carter, Cloidt, Smyth, Webb and Wenter—Six.

Absent—Messrs. Braden, Jones and Legner—Three.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Carter, the minutes of the regular meeting, held October 15, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, October 15, 1902)... ..$ 5,243 88
American Bridge Company (State Street Bridge, September 30, 1902).. 3,360 00

Jackson & Corbett Company (Randolph Street Bridge, Oct. 15, 1902)...	$ 1,908 54	
American Bridge Company (Randolph Street Bridge, Sept. 30, 1902)...	15,540 00	
Weir & Craig Manufacturing Company (Canal Street Bridge).....	30 00	
John McGuire (Ashland Avenue Bridge).....	50 00	
Lydon & Drews Company (Main Street Bridge, October 11, 1902).....	1,033 60	
John McGuire (Main Street Bridge).....	22 00	
		$ 27,188 02

WATER POWER DEVELOPMENT.

Barrett Hardware Company (hardware).....	$ 51 77	
J. P. King (lumber).....	33 44	
		85 21

ENGINEERING DEPARTMENT.

Carroll's Clean Towel Supply and Laundry Company (toweling).....		10 00

LAW DEPARTMENT.

A. C. Schrader (witness fees, Herbert vs. District).....	$ 25 00	
White Rock Mineral Spring Company (water).....	11 25	
		36 25

MAINTENANCE ACCOUNT.

Fred Boehme (sand).....		39 00
Grand total.....		$ 27,358 48

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Smyth, Webb and Wenter—Six.

Nays—None.

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of August 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, October 30, 1902.

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 August, 1902.

The following are the expenses and disbursements:

Expert services.....	$ 1,189 00
Attorney's roll.....	2,691 64
Stationery.....	$ 10 60
Court costs.....	250 50
Miscellaneous.....	26 50
Total	$ 4,168 24

The following cases were started during the month:

Sumner Whitmore vs. The Sanitary District of Chicago, No. 18964, in the Circuit Court of Will County. This is a suit for $2,000.00, presumably for damages caused by overflow.

The Sanitary District of Chicago vs. Robert Gaylord, et al, No. 18906, in the Circuit Court of Will County. This is a petition for the condemnation of certain premises required for the corporate purposes of the petitioner.

In the case of P. H. O'Donnell, Administrator, etc., vs. The Sanitary District of Chicago, a petition for removal to the United States Circuit Court was presented by the Atchison, Topeka & Santa Fe Railroad Company and granted by the Court.

In the case of Kelly, Maus & Co. vs. The Atlas Stone Company, General No. 230462, in the Circuit Court of Cook County, the claim of the District for $200.00 due for the

rent of certain premises has been filed with the receiver of the defendant company.

In the case of the Merchants Loan and Trust Company vs. The Chicago General Railway Company, Judge Burke issued an injunction restraining the Sanitary District from completing the Main Street Bridge in such a manner that the railroad company would be unable to lay its rails.

In the case of Wm. S. Rice vs. Thomas A. Smyth, et al, in the Circuit Court of Cook County, Judge Tuley on August 11th, 1902, issued an injunction restraining the District from completing the dam across the DesPlaines River at Joliet, without first advertising for bids.

In addition to the above, the preparation of certain condemnation cases for trial, and the routine work of the office have occupied the time of the Department.

Respectfully submitted,

JAMES TODD,
Attorney.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of September, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR SEPTEMBER, 1902.

Receipts.

Balance on hand at date of last report		$ 1,659,696 22
From County Treasurer, Sanitary District Tax Account	$ 200,000 00	
From Chicago National Bank, Interest Account	719 69	
From Equitable Trust Company, Interest Account	1,232 89	
From Home Savings Bank, Interest Account	410 95	
Total cash received for month		202,363 53
		$ 1,862,059 75

Disbursements.

Clerical Department	$ 1,063 59	
Treasury Department	413 25	
Engineering Department	9,581 91	
Construction Account	60,907 23	
Law Department	11,400 49	
Land Account	164,674 74	
General Account	4,305 41	
Water Power Development	7,927 58	
Maintenance Account	1,818 87	
Police Department	1,800 28	
Telephone Line	82 10	
Maintenance of Highway Bridges	3 00	
Capitalization and Maintenance of Bridges	18,288 15	
Total cash disbursed		$ 282,216 60
Balance this date in banks, as per schedule endorsed hereon		1,579,843 15
		$ 1,862,059 75

Schedule.

Chicago National Bank	$ 555,635 61
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 1,579,843 15

CHICAGO, October 10, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT IN REFERENCE TO PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM THE TRUSTEES OF THE ESTATE OF JOSEPH W. DREXEL, DECEASED.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 22, 1902.

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 Lucy Wharton Drexel, Trustee under the last will and testament of Joseph W. Drexel, and Charles B. Penrose, Trustee of the Trust Estate of Joseph W. Drexel, deceased, of the City of Philadelphia, in the County of Philadelphia and State of Pennsylvania, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the said River, said property being described as follows:

That part of Lot two (2), Blocks three (3) and four (4), Canal Trustee's Subdivision of blocks in the south fractional half (½) of Section twenty-nine (29), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, in Cook County, Illinois, lying northerly of the following described line:

Beginning at a point in the west line of Lot four (4) in said Blocks three (3) and four (4), four hundred thirty-one and seventy-three one-hundredths (431.73) feet north of the southwest corner of said Lot four (4), running thence southeasterly to a point in the present (July 15, 1902,) south dock line of the South Branch of the Chicago River, said line intersecting the west line of said Lot two (2) at a point three hundred and three and ninety-one one-hundredths (303 91) feet distant from the southwest corner of said Lot two (2), measured along said west line, containing 1173.42 square feet, more or less, (this conveyance is made in pursuance of an order entered on August 12, 1902, in the Circuit Court of Cook County, Illinois, in case Number 217736), situated in the County of Cook and State of Illinois.

The Committee has agreed on behalf of the Sanitary District to pay for said property the sum of $469.36, and to build a dock along the river frontage of that portion of said Lot two (2) remaining after the portion above described shall have been excavated by the Sanitary District of Chicago. Said dock to be built according to the specifications of the Sanitary District of Chicago for its wooden docks.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of four hundred and sixty-nine and thirty-six one-hundredths dollars to the said Lucy Wharton Drexel, Trustee under the last will and testament of Joseph W. Drexel, deceased, and Charles B. Penrose, Trustee of the Trust Estate of Joseph W. Drexel, deceased, of the City of Philadelphia, in the County of Philadelphia and State of Pennsylvania, when they shall have executed and delivered to the Sanitary District of Chicago a Special Warranty Deed conveying the said above described property free and clear of all incumbrances of whatsoever kind.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
THOMAS A. SMYTH,
THOMAS J. WEBB,
FRANK X CLOIDT,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Smyth, Webb and Wenter—Six.

Nays—None.

COMMUNICATION FROM THE SCHERZER ROLLING LIFT BRIDGE COMPANY.

The Clerk presented the following communication from the Scherzer Rolling Lift Bridge Company:

OCTOBER 22nd, 1902.

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

GENTLEMEN—Referring to certain bonds

signed by The Scherzer Rolling Lift Bridge Company and furnished by the City Trust Safe Deposit & Surety Company of Philadelphia to the Sanitary District of Chicago, which bonds were also signed by Frank M. Montgomery & Company:

We would respectfully request that any questions which may arise affecting our liability under these bonds be referred by you direct to us in writing, so the same may have our immediate attention. The contract which existed between The Scherzer Rolling Lift Bridge Company and Frank M. Montgomery & Company at the time when these bonds were furnished stipulated that The Scherzer Rolling Lift Bridge Company retained the right to check the shop plans and supervise the construction of any and all Scherzer Rolling Lift Bridges sold by the said Frank M. Montgomery & Company. To facilitate any work to be done by us, we would respectfully request that you kindly communicate with us direct in reference to any of the Scherzer Rolling Lift Bridges involved under the bonds above mentioned.

Yours very truly,

THE SCHERZER ROLLING LIFT BRIDGE CO.,

By ALBERT H. SCHERZER,
President.

Mr. Wenter, seconded by Mr. Carter, moved that the above communication be printed in the Proceedings, and referred to the Law Department and Chief Engineer.

The motion prevailed unanimously and it was so ordered.

A further communication from the Scherzer Rolling Lift Bridge Company, informing the Board that all rights Messrs. Frank M. Montgomery & Company may have had to sell Scherzer Rolling Lift bridges, under contract with the Scherzer Rolling Lift Bridge Company, have terminated, was, by unanimous consent, ordered placed on file.

COMMUNICATION FROM LOUISA S. BERNAMER.

The Clerk presented a communication from Louisa S. Bernamer, administratrix of the estate of Will F. A. Bernamer, deceased, accompanied by bill for $508.20, alleging that said sum is the balance due the estate for legal services rendered by said deceased in litigation for the collection of Sanitary District taxes.

Mr. Cloidt, seconded by Mr. Baker, moved that the communication and bill be referred to the Judiciary Committee.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

OCTOBER 29, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, October 29, 1902, at 2 o'clock P. M.

In the absence of the President, the Vice-President, Mr. Cloidt, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Absent—Messrs. Jones and Smyth—Two.

Vice-President Cloidt then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Braden, the minutes of the regular meeting held October 22, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, October, 1902)	$	7,791 25
Clerical Department (Clerk's, October, 1902)		958 33
Law Department (Attorney's, October, 1902)		2,691 64

Treasury Department (Treasurer's, October, 1902)		375 00
Police Department (Marshal's, October, 1902)		1,733 28
General Account (General, October, 1902)	$ 210 00	
General Account (Steamer Juliet, October, 1902)	365 00	
General Account (Trustees', October, 1902)	2,333 33	
		2,908 33
Maintenance Account (Controlling Works, October, 1902)		550 00
Total		$ 17,007 83

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Canal Street Bridge, October 15, 1902)	$ 5,540 81	
Henry Stuckart (Canal and Main Street Bridges, October 15, 1900)	11 35	
		5,552 16

WATER POWER DEVELOPMENT.

Sullivan Machinery Company (machinery)	$ 1,638 50	
The Ingersoll-Sergeant Drill Company (machinery)	1,862 00	
Lidgerwood Manufacturing Company (machinery)	2,175 60	
		5,676 10

ENGINEERING DEPARTMENT.

Frank J. Ryan (expense)		26 60

LAW DEPARTMENT.

Callaghan & Co. (Illinois reports)	$ 25 25	
The Chicago Chronicle Company (publishing notice of condemnation)	204 80	
W. A. Bowles (legal services)	292 50	
E. Meers (legal services)	420 00	
Edwin F. Getchell (expert services)	150 00	
E. Lee Heidenreich (expert services)	1,150 00	
		2,242 55

POLICE DEPARTMENT.

E. J. Coen, Marshal (expense)		36 50
Grand total		$ 30,541 74

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of September, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, October 29 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $120 605.78. Vouchers were issued on this account to the amount of $94,037 60.

The engineering expenses were $8 513 64, divided as follows: Salaries, $7,693.96;

supplies, etc., $819 68. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the dredging and docking of the river is as follows: Dredge No. 2 worked on the first and the fifth backfilling the Philadelphia and Reading Coal Company's dock at Stewart Avenue; from the 2nd to the 4th, excavating rock from the South Fork at Thirty-fifth Street, the work having been finished on the latter date; on the 6th excavating to grade in river between Canal Street and Stewart Avenue; from the 8th to the 9th, excavating dock cuts west of Canal Street Bridge; from the 9th to the 12th, dredging the river to grade between Canal and Twenty-second Streets; and from the 12th to the end of the month, dredging to grade in the river between Lincoln and Robey Streets.

Another dredge was at work between the 2nd and 3rd on the dock cut for the Illinois Stone Company, and after the new dock was completed it was at work backfilling same on the 16th and 17th.

New docks were built and completed during the month in front of the Gibson, Lily Lord, Pierson and the Illinois Stone Company's properties, between Canal and Twenty second Streets on the north side of the river; and a piece of dock in front of the Gallup property on the south side of the river between Main and Deering Streets was finished on the 8th.

At the State Street Bridge, the following work was done: The erection of the superstructure on the south side was begun on the 9th. From that date to the 17th six bridgemen and one foreman were employed in setting and riveting the approach bents and stringers. During the remainder of the month, the same force was employed in setting up two derricks and unloading about 100 tons of the superstructure iron. On the north side of the river, from the 2nd to the 10th, a pile driver and crew was employed in repairing the damage done to the coffer dam by the steamer "Mauch Chunk." On the 15th, the pumping was begun and the water inside the dam was lowered to —7 C. C. D. Excavation and the placing of the second set of bracing were begun on the same date. On the 16th, two large leaks showed on the south side of the dam and the water gained on the pumps to such an extent as to stop the work. From the 18th to the 30th, a pile driver and crew was employed in driving a second line of piles and sheeting on the south side of the dam.

At the Randolph Street Bridge, an average daily force of 46 men was kept at work erecting and concreting. The record for the month on the east side was as follows: The north tail lock was brought down on the 2nd and the center tail lock on the 3d; roadway beams and supports were placed on the 5th; the air plant, traveler, etc., were erected between the 6th and 9th, and on the last mentioned date the north, center and south rolling girders were placed on the track girders; the pulling of the steel coffer-dam on the river side was finished on the 10th; iron was unloaded from the 10th to the 22nd; the supports for the operator's house were connected up on the 15th; the counterweight frames were connected to the center and south rolling girders on the 22nd and 23d; the driving of protection around the piers and the riveting up of the counterweight frames to the girders were carried on from the 23d to the 26th; and from the 27th to the 30th the floor beams and laterals between the center and south girders were bolted up.

The record on the west side was as follows: The third set of bracings was taken out on the 2nd; the north and south anchor columns were set and the bottom section of the north pit linings was placed on the 3rd; the center anchor column and the north pit lining were set on the 4th; the center pit lining was brought down and the grouting of the north pit lining was begun on the 5th; the south pit lining was set and the north pit lining was grouted to —13.5 C. C. D. on the 6th; the back abutment was concreted and grouted and the floor pit linings were placed from the 9th to the 16th; concreting and grouting was carried on from the 16th to the 25th; the rear bolsters were brought down, set and grouted on the 19th and 20th; a leak in the northeast corner of the coffer-dam showed on the 25th and started to fill the dam; the back abutment was finished to —20 C. C. D. on the 29th; the work of clearing away the plant

so that the dredge could excavate for foundation for piers was begun on the 30th.

At the Canal Street Bridge the contractor for the substructure employed an average daily force of 16 men and the work consisted mainly of building retaining walls and sidewalks. The record of work for the month is as follows: The driving of sheeting on the south and west sides of the bridge in connection with the dock work was finished on the 5th; excavation for the west retaining wall on the south side was begun on the 10th; the pulling of the coffer-dam on the north side of the river was completed on the 13th; concreting for the east retaining wall of the south side was finished on the 20th; carpenters were at work the remainder of the month on the north approach sidewalk. The daily average number of men employed by the superstructure contractor was about 13, and the record of work for the month is as follows:

A small air pump was installed in the south pits on the 2nd; the south leaf was lowered to about final position on the 3d; on the 4th, both leaves were lowered to about four inches of final position; the installation of electrical machinery, and the work of wiring and painting were carried on between the 5th and the 17th; the fixing of track girder plates, so that the bridge would not slip forward when lowered, was begun on the 19th; on the 29th, the steamer "New Orleans," towed by the tug "O. B. Green," ran into the south operator's house and did considerable damage.

At the Main Street Bridge a daily average force of thirteen men was employed. The record for the month is as follows: Bolts and clips for the street car rails were received on the 4th and 5th; electrical wires were installed at the operator's house on the 4th; painters resumed work on the 8th; the laying of street car rails was begun on the 12th and the street car company began cutting same on the 13th, the laying of rails on the movable part of the bridge was finished and the decking of both leaves of the bridge was begun on the 18th; the permanent connections of the main wire feeders were made on the 19th; and the bottom course of decking on the south leaf was finished and the placing of the upper oak course of decking was begun on the 29th.

At the Ashland Avenue Bridge a daily average force of about twenty-three men was employed. The record for the month is as follows: The laying of street car rails on the south side and the laying of cement walk on the north side were begun on the 2nd; on the 5th the cutting of rivets in the approach strut and girder was begun; the laying of cement walk on the north side was finished, the riveting of the north chords was finished and wires were connected to the north switch board on the 5th; the laying of street car rails on the south side was finished and the laying of street car rails on the north leaf was begun on the 8th; the connecting up of the air compressor on the south side was finished on the 9th, as was also the roadway stringers on the north side; the placing of concrete for the wheel guard for the north side was begun on the 10th and finished on the 11th; the north leaf was lowered to meet the south leaf on the 12th at 12:30 P. M. The removal of the plant was begun on the 15th; the work of connecting the air compressor was finished on the 17th; the painting of the south leaf was begun on the 18th; the grading of the south approach was begun on the 22nd and was finished on the 25th; and on the 30th the decking of the south leaf and the painting of the south approach was begun.

Water Power Development at Lockport.

The levee for the river diversion south of the Wire Mills Road was completed during the month, and the water deflected into the new channel. Work was continued throughout the month on the core for the west levee which runs from the south end of the Main Channel to the Lockport Road. This work was carried on by means of wheel scrapers, 15 being employed up to the 25th, when 12 more were put to work. Good progress was made during the month when the weather conditions are taken into consideration.

Miscellaneous.

The work of repairing the walls of the Main Channel and the life saving apparatus along the rock sections of the Main Channel was continued throughout the entire month with a daily average force of about 14 men. About five-sixths of the work was completed.

The steamer "I. M. Weston," which used to make daily trips between Chicag

and Lockport via the Main Channel, caught afire on the 4th and sunk in the Channel about 4,000 feet east of the A., T. & S. F. Ry. Co.'s Bridge on Section "G."

In the Drafting Department the 200-foot scale map of the North Branch of the Chicago River was continued and the following drawings, etc., were made: Plan, profile and cross sections of the Lockport water power development scheme; plan of the location of the Loomis Street Bridge, Chicago River; plan of right of way required for Hickory Creek water power development; copy of Mathewson's map, Sections 9 and 10, T. 39 N., R. 14, E. of the 3d P. M.; map of the west bank of the Chicago River, from Madison to Van Buren Streets, showing river line according to the old map of School Section Addition; and a plat of tract 195 of the South Branch of the Chicago River.

The plans for the Harrison Street temporary bridge were being prepared and the specifications for the substructure of the Eighteenth and Loomis Street bridges were completed.

In addition to the work reported above, the engineering corps continued taking and recording hydraulic measurements, in computing estimate notes in carrying on observations in the Illinois River Valley, in preparing information and acting as witnesses for the Law Department, and in making surveys, etc.

I estimate the expenses of this department for the month of October will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF SEPTEMBER, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.
	Salaries.	Supplies, Etc.	Total.	
Maps and Plans for General Use	.....	$ 5 00	$ 5 00	.....
Right of Way	$ 590 65	18 23	608 88	.....
Hydraulic Measurements	314 10	81 03	395 13	.....
Mortar, Sand and Cement Tests	243 75	6 63	250 38	.....
Photographs of Works	125 00	19 76	144 76	.....
Thirty-ninth Street Conduit and Pumping Plant	217 50	11 50	229 00	.....
Illinois Valley Work	197 50	31 63	229 13	.....
Chicago River Dredging, Docking, etc., North Branch	113 00	.....	113 00	.....
Chicago River Dredging, Docking, etc., South Branch	961 00	86 86	1,047 86	$ 34,913 30
State Street Bridge, Chicago River	590 62	86 28	676 90	6,098 42
Randolph Street Bridge, Chicago River	983 13	207 25	1,190 38	30,527 68
Harrison Street Bridge, Chicago River	320 00	39 04	359 04	.....
Eighteenth Street Bridge, Chicago River	236 73	33 10	269 83	.....
Canal Street Bridge, Chicago River	487 50	33 35	520 85	9,856 10
Main Street Bridge, Chicago River	267 81	—182 90	84 91	1,820 88
Loomis Street Bridge, Chicago River	187 56	32 12	219 68	.....
Ashland Avenue Bridge, Chicago River	391 14	58 23	449 37	1,077 92
Romeo Road Permanent Bridge, M. C., Sec. 12	.....	.....	.....	179 53
Controlling Works and Joliet Project	.....	15 00	15 00	.....
Water Power Development at Lockport	963 50	161 04	1,124 54	3,563 78
Water Power Development at Hickory Creek	503 47	76 53	580 00	5,999 99
Totals	$ 7,693 96	$ 819 68	$ 8,513 64	$ 94,037 60

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done by Contractors During September, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Solid Rock, Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River, dredging, docking, etc.	25,000	1,357	.....	.....
State Street Bridge, Chicago River	.....	.....	.....	957
Randolph Street Bridge, Chicago River	.....	.....	1,780	1,850
Ashland Avenue Bridge, Chicago River	.....	.....	.....	3,062
Totals	25,000	1,357	1,780	5,869

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT

Amount Earned by Contractors During September, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel. Bridges.	Water Power Development.	Totals
	Dredging, Docking, Etc.	Bridges.			
Chicago River, dredging, docking, etc....	$38,810 37	.....	.....	.....	$ 38,810 37
State Street Bridge, Chicago River.....	.....	$ 8,729 63	.....	.....	7,629 63
Randolph Street Bridge, Chicago River..	.....	43,007 58	.....	.....	43,007 58
Canal Street Bridge, Chicago River.....	.....	16,296 10	.....	.....	16,296 10
Main Street Bridge, Chicago River.....	.....	2,940 88	.....	.....	2,940 88
Ashland Avenue Bridge, Chicago River..	.....	1,077 92	.....	.....	1,077 92
Romeo Rd. Bridge, Main Channel, Sec. 12	.....	.....	$ 179 53	.....	179 53
Water Power Development at Lockport and Hickory Creek.....	.....	.....	.....	$ 9,563 77	9,563 77
Totals.....	$38,810 37	$72,052 11	$ 179 53	$ 9,563 77	$ 120,605 78

REPORT IN REFERENCE TO AGREEMENT WITH THE NORTON MILLING COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee transmitting agreement with The Norton Milling Company, for the purchase of certain property adjacent to the Chicago River, and payment for damages to the business, plant and leasehold interest and remaining portion of the real estate owned by said company and described in the report, and recommending that the President and Clerk of the District be authorized to execute said agreement in the form as presented, together with an agreement providing for the payment by said The Norton Milling Company of the taxes for the current (1902) fiscal year on the property purchased by the District from said company.

The following is the report:

CHICAGO, October 29, 1902.

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 the Norton Milling Company for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the said Chicago River. Said property being described as follows:

The south thirty (30) feet of Lot eight (8) and all of Lot nine (9), Block fifty-one (51) in the Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River, said property being otherwise and more properly described as the south thirty (30) feet of Lot eight (8) and all of Lot (9), in Block fifty-one (51), Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River as laid out in accordance with an ordinance of the Common Council of the City of Chicago, passed September 12, 1849, and repassed September 12th, 1853, according to an act of the Legislature disposing of the wharfing privileges on West Water Street; situated in the City of Chicago, County of Cook and State of Illinois.

Your Committee has agreed on behalf of the Sanitary District to pay for said described property the sum of $51,237.80 to the said Norton Milling Company.

The Committee further has agreed to pay the said The Norton Milling Company the further and additional sum of $173,762.20 in full payment of any and all claims for damages to the business, plant and real estate of the said The Norton Milling Company, including a certain leasehold interest which the said company owns in the remaining portion of said Lot eight (8), and Lots four (4) and five (5), in said Block fifty-one (51), Original Town of Chicago aforesaid, and all claims for damages of whatsoever kind which may be suffered by or on account of the widening, deepening and improving of the said Chi-

cago River; and in pursuance hereof the said Committee herewith submits a form of agreement by the District with the said The Norton Milling Company.

Your Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, in the usual manner, to The Norton Milling Company the sum of two hundred and twenty-five thousand ($225,000.00) dollars, when said The Norton Milling Company shall have executed and delivered to the District a good and sufficient deed, with full covenants of warranty, conveying to the Sanitary District of Chicago the above described property free and clear from all incumbrances, and when the said The Norton Milling Company shall have executed an agreement, in the form hereto attached, and delivered the same to the Sanitary District of Chicago; and further that the President and Clerk of the District be authorized and directed to execute said agreement on behalf of the Sanitary District of Chicago.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

The following are the agreements accompanying the report of the Committee:

ARTICLES OF AGREEMENT, Made and entered into by and between The Norton Milling Company, a corporation of the State of Illinois, party of the first part, and The Sanitary District of Chicago, a municipal corporation, party of the second part:

WHEREAS, The said party of the first part has agreed to sell, and by these presents does sell, to the said party of the second part the following described property, to-wit:

The south thirty (30) feet of Lot eight (8) and all of Lot nine (9), Block fifty-one (51) in the Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River, said property being otherwise and more properly described as the south thirty (30) feet of Lot eight (8) and all of Lot nine (9), in Block fifty-one (51), Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River as laid out in accordance with an ordinance of the Common Council of the City of Chicago, passed September 12, 1849, and repassed September 12, 1853, according to an Act of the Legislature disposing of the wharfing privileges on West Water Street, situated in the City of Chicago, County of Cook and State of Illinois.

Including all buildings and machinery in said buildings, for the sum of two hundred and twenty-five thousand ($225,000.00) dollars, the full value placed upon the several parts of said property being as follows:

The said real estate is valued, and the value is agreed upon between the said parties, as fifty-one thousand two hundred thirty-seven and eighty one-hundredths ($51,237.80) dollars; and

The buildings, and the machinery contained therein, situated upon said property is valued, and the value is agreed upon by and between the parties hereto, as and at the sum of one hundred seventy-three thousand seven hundred sixty-two and twenty one-hundredths ($173,762 20) dollars.

That in addition to the aforesaid real estate and the buildings and machinery aforesaid, and as increasing the value thereof, the said party of the first part has also agreed to sell, assign and set over unto the said party of the second part a certain leasehold interest which it owns in the remaining portion of said Lot eight (8) and Lots four (4) and five (5), in said Block fifty-one (51), Original Town of Chicago, aforesaid.

In consideration for said several items and articles of property aforesaid, the said party of the second part agrees to pay to the said party of the first part upon receipt of a deed therefor, with full covenants of warranty, and upon the said party of the first part releasing and discharging said property of and free of all liens and incumbrances thereon, the said sum of two hundred and twenty-five thousand ($225,000.00) dollars; and in addition thereto agrees to permit the said party of the first part to remove from said property such parts and

portions of said machinery, including engines and boilers, situated and being in the buildings upon said property, and also so much and such parts of said buildings as the said party of the first part shall see fit to remove from the said property; all of such parts and portions of said buildings and machinery as the said party of the first part shall elect to remove from the said property to be so removed by the said party of the first part on or before the 1st day of June, A. D. 1903.

IN WITNESS WHEREOF, The said parties hereto have hereunto subscribed their corporate names, and affixed their corporate seals, at Chicago, this 30th day of October, A. D. 1902.

THE NORTON MILLING COMPANY,
[SEAL] By JOHN L. NORTON,
President.
Attest:
HIRAM N. SAGER,
Secretary.
THE SANITARY DISTRICT OF CHICAGO,
[SEAL] By THOMAS A. SMYTH,
Its President.
Attest:
A. R. PORTER,
Its Clerk.

WHEREAS, The Norton Milling Company has this day sold to the Sanitary District of Chicago the south thirty (30) feet of Lot eight (8) and all of Lot nine (9), Block fifty-one (51), Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River, said property being otherwise and more properly described as the south thirty (30) feet of Lot eight (8) and all of Lot nine (9), in Block fifty-one (51), Original Town of Chicago, in Cook County, Illinois, excepting from said premises that part taken for widening the South Branch of the Chicago River as laid out in accordance with an ordinance of the Common Council of the City of Chicago, passed September 12, 1849, and repassed September 12, 1853, according to an act of the Legislature disposing of the wharfing privileges on West Water Street; situated in the City of Chicago, County of Cook and State of Illinois; and

WHEREAS, The taxes for the current fiscal year, A. D. 1902, are a lien upon said property, but the amount of said taxes has as yet not been ascertained by the proper taxing authorities; and the same not having been ascertained and extended against the said property complete adjustment cannot be made at this date.

Now, therefore, in consideration of the full payment to the said The Norton Milling Company for said property being made to it, the said The Norton Milling Company hereby covenants and agrees that, when the said taxes are extended and the amount ascertained, and the same becomes due, to pay and discharge the said taxes and obtain a receipt therefor and lodge the same with the Clerk of the Sanitary District of Chicago; said payment of taxes to be made by the said Norton Milling Company not later than January 1, 1903, if the books are in the possession of the Collector at said date; but will pay the said taxes at the earliest practicable period of time after said books are in the hands of the Collector so that payment may be made.

In Witness Whereof, The said The Norton Milling Company has caused these presents to be signed by its President and duly attested by its Secretary, under the corporate seal of said corporation; done at Chicago this 29th day of October, A. D. 1902.

THE NORTON MILLING COMPANY,
[SEAL] By JOHN L. NORTON,
Attest: *President.*
HIRAM N. SAGER,
Secretary.

REPORT AND ORDINANCE FOR THE ISSUANCE OF $1,500 000 FOUR PER CENT CURRENCY BONDS—THIRTEENTH ISSUE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 29, 1902.

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

GENTLEMEN—The Committee on Finance transmits herewith an ordinance providing for the issue of one million five hundred thousand dollars ($1,500,000) of four per cent currency bonds of The Sanitary District of Chicago, to be the thirteenth issue; said bonds to be of the denomination of one thousand dollars each, and to be dated the first day of December, A. D. 1902; interest to be payable the first day of June and December of each year, and recommends the passage of said ordinance by your Honorable Body.

Your Committee further recommends that the Clerk of the District be authorized and directed to advertise, under the direction of the Committee on Finance, for proposals for purchasing said thirteenth issue of bonds to be issued in accordance with said ordinance; bids to be opened on

Wednesday, the nineteenth day of November, A. D. 1902.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

The following is the ordinance:

AN ORDINANCE

Providing for the issuance of bonds of the Sanitary District of Chicago to the amount of one million five hundred thousand dollars.

Be it ordained by the Board of Trustees of the Sanitary District of Chicago.

SECTION 1. That there be borrowed one million five hundred thousand ($1,500,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest bearing coupon bonds be issued therefor to the amount of one million five hundred thousand ($1,500,000) 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 1st day of December, A. D. 1902; seventy-five thousand ($75,000) dollars of the principal of said bonds to be payable on the first day of December, A. D. 1903, and of each of the years thereafter following until and including the year A. D. 1922; said bonds to be numbered consecutively from twenty thousand five hundred and ninety-one (20,591) to twenty-two thousand and ninety (22,090), 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 June and December 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 June, 1903, and the next or number two (2) coupon of each bond to be payable on the first day of December, 1903, 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 on 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 its 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 said District for safe keeping, and shall be sold at such price and at 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 1903, one hundred and thirty-five thousand ($135,000) dollars.

For the year 1904, one hundred and thirty-two thousand ($132,000) dollars.

For the year 1905, one hundred and twenty-nine thousand ($129,000) dollars.

For the year 1906, one hundred and twenty-six thousand ($126,000) dollars.

For the year 1907, one hundred and twenty three thousand ($123,000) dollars.

For the year 1908, one hundred and twenty thousand ($120,000) dollars.

For the year 1909, one hundred and seventeen thousand ($117,000 dollars.

For the year 1910, one hundred and fourteen thousand ($114,000) dollars.

For the year 1911, one hundred and eleven thousand ($111,000) dollars.

For the year 1912, one hundred and eight thousand ($108,000) dollars.

For the year 1913, one hundred and five thousand ($105,000) dollars.

For the year 1914, one hundred and two thousand ($102,000) dollars.

For the year 1915, ninety-nine thousand ($99,000) dollars.

For the year 1916, ninety-six thousand ($96,000) dollars.

For the year 1917, ninety-three thousand ($93,000) dollars.

For the year 1918, ninety thousand ($90,000) dollars.

For the year 1919, eighty-seven thousand ($87,000) dollars.

For the year 1920, eighty-four thousand ($84,000) dollars.

For the year 1921, eighty-one thousand ($81,000) dollars.

For the year 1922, seventy-eight thousand ($78,000) 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 the District is hereby directed in the year 1903, and in each of the years thereafter until and including the year 1922, 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 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.

Mr. Carter, seconded by Mr. Legner, moved the passage of the ordinance, as read and shown above.

The roll being called the ordinance was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

REPORT IN REFERENCE TO THE PURCHASE OF CERTAIN PROPERTY LOCATED ADJACENT TO THE CHICAGO RIVER FROM WILLIAM ROTCH HOWARD STOCKTON AND CHARLES B BOWDITCH. TRUSTEES UNDER THE WILL OF BENJAMIN S. ROTCH DECEASED.

Mr Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, October 29, 1902.

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 William Rotch, Howard Stockton and Charles B. Bowditch, as trustees under the will of Benjamin S. Rotch, deceased, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of the said river. Said property is described as follows:

That part of Lot four (4) in Blocks three (3) and four (4) in 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 Principal Meridian, lying northeasterly of the following described line:

Beginning at a point in the west line of said Lot four (4) four hundred and thirty-one and seventy three one-hundredths (431.73) feet north of the southwest corner of said Lot four (4), measured along said west line; running thence southeasterly to a point in the east line of Lot three (3) in said Blocks three (3) and four (4), three hundred and three and ninety one one-hundredths (303.91) feet north of the southeast corner of said Lot three (3), measured along said east line, containing nine thousand five hundred and eighty and sixty-six one-hundredths (9 580.66) quare feet, more or less; situated in the County of Cook and State of Illinois.

Your Committee has agreed on behalf of the Sanitary District to pay for said property the sum of $3 832.26, and to build a dock along the remaining portion of said property.

Your Committee, therefore, recommends

that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, to the said William Rotch, Howard Stock on and Charles B. Bowditch, as trustees under the will of Benjamin S Rotch, deceased, the sum of three thousand eight hundred thirty-two and twenty-sixth one-hundredths ($3,832 26) dollars when they shall have executed and delivered to said Sanitary District a good and sufficient deed conveying to the Sanitary District the above described property, free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER
FRANK WENTER,
Committee on Finance.

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

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

ORDER FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF BONDS MATURING NOVEMBER 1, 1902

Under the head of new business, Mr. Carter presented, and seconded by Mr. Legner, moved the passage of the following order:

Ordered, That the Clerk of the Sanitary District of Chicago be and he hereby is instructed to draw a warrant payable to the Treasurer of the District for the sum of one hundred twenty seven thousand five hundred dollars $127 500), to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the first day of November, 1902, as follows:

100 bonds of first issue (10th installment)	$ 100,000 00
Six months interest on $1,100,000 at 5 per cent (1st issue)	27,500 00
Total	$ 127,500 00

The roll being called, the order, as read and shown above, was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Webb and Wenter—Seven.

Nays—None.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF OCTOBER, 1902.

(*Published in accordance with the resolution adopted by the Board January 3, 1902.*)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$ 333 33
L C Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F G. Blakeslee, Operator	$ 100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
George A. Keller, Assistant Operator	90 00
	$ 550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$ 583 33
G. M. Wisner, Asst. Chief Engineer	300 00
Albert S. Crane, Principal Asst. Engineer, 17 days	141 67
C. R Dart, Assistant Engineer	200 00
W. M. McCartney, Asst. Engineer	200 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E L. Cooley, Sub Assistant Engineer	175 00
J E. Grady, Instrument Man	150 00
D C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm Sullivan, Instrument Man	150 00
J. P. Murray, Sub Instrument Man	125 00
Robt. I. Randolph, Sub Instrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelley, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75

John Wallace, Inspector	$ 93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
John D. Atkinson, Inspector	93 75
A. G. Monahan, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Edward Collier, Engineer, Launch	90 00
Ellen Hubbard, Stenographer	85 00
	$7,791 25

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	100 00
Patrick Flynn, Messenger	35 00
	$210 00

LAW DEPARTMENT.

James Todd, Attorney	$ 416 66
John S. Runnells, General Counsel	416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Palt, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	125 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sara E. Riley, Stenographer	100 00
	$2,691 64

POLICE DEPARTMENT.

B. J. Coen, Marshal	$ 200 00
D. C. McCarthy, Sergeant	100 00
Thomas Balcer, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	$ 83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred J. Schwindler, Patrolman	83 33
Joseph A. White, Patrolman	83 33
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
Samuel P. Luzzo, Patrolman	83 33
	$1,733 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

STEAMER JULIET—GENERAL ACCOUNT.

John Tierney, Captain	$ 90 00
Charles McElroy, Engineer	125 00
William Hannaway, Fireman	45 00
Michael Cassidy, Deck-hand	45 00
Edward Russell, Steward	60 00
	$ 365 00

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 5, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, November 5, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Carter, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Absent—Messrs. Baker, Braden and Jones—Three.

Mr. Braden arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Cloidt, the minutes of the regular meeting, held October 29, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, November 1, 1902).....$ 1,316 87
Lydon & Drews Company (Main Street Bridge, October 31, 1902)..... 198 60

Lydon & Drews Company (sewer extension, Heldmaier's dock)	$ 35 42	
Lydon & Drews Company (Chicago River Improvement, Nov. 1, 1902)	11,156 25	
		$ 12,707 14

WATER POWER DEVELOPMENT.

H. Channon Company (wheel scrapers)	$ 372 74	
A. R. Porter, Clerk (pay roll, September 2 to October 4, 1902)	6,000 53	
		6,373 27

ENGINEERING DEPARTMENT.

G. H. Moore (gauge reading, October, 1902)		30 00

LAW DEPARTMENT.

J. H. Plain (witness fees, Gaylord vs. District)	$ 100 00	
John Plain (witness fees, Gaylord vs. District)	100 00	
John Jamison (witness fees, Gaylord vs. District)	150 00	
J. A. Pedersen (witness fees, Gaylord vs. District)	15 00	
Nicholas Pitts (witness fees, Gaylord vs. District)	5 00	
J. W. Richards (witness fees, Gaylord vs. District)	30 00	
J. E. Turpin (witness fees, Gaylord vs. District)	10 00	
Jacob F. Lotz (witness fees, Gaylord vs. District)	5 00	
Adam S. Clow (witness fees, Gaylord vs. District)	20 00	
Charles Peasel (witness fees, Gaylord vs. District)	10 00	
W. H. Berst (witness fees, Gaylord vs. District)	15 00	
John Francis (witness fees, Gaylord vs. District)	25 00	
Edwin F. Getchell (expert services)	50 00	
Geo. M. Brill (expert services)	110 00	
Wyllys W. Baird (expert services)	200 00	
		845 00

GENERAL ACCOUNT.

Rowell & Blackhall (batteries, launch Ana Aina)		3 60

RIGHT OF WAY.

Chicago Title and Trust Company (abstract of titles)		855 00
Grand total		$ 20,814 01

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Carter, Cloidt, Legner, Smyth, Webb and Wenter—Six.

Nays—None.

PRESENTATION OF BIDS FOR THE SUB AND SUPERSTRUCTURES OF THE BRIDGES CROSSING THE CHICAGO RIVER AT EIGHTEENTH STREET AND LOOMIS STREET.

The President announced that, in conformity with the advertisement, inviting proposals for erecting the sub and superstructures of bridges crossing the Chicago River at Eighteenth Street and Loomis Street, in the City of Chicago, duly published, giving sixty days' notice, as required by the Sanitary District Act, and in accordance with the postponement of same, as authorized at the meeting held August 27, 1902, and duly published, the Board would now proceed to open the bids received in response to said advertisement.

The Clerk reported that sixteen bids had been received: four for the substructure of the Loomis Street Bridge; three for the substructure of the Eighteenth Street Bridge; five for the superstructure of the Loomis Street Bridge, and four for the superstructure of the Eighteenth Street Bridge.

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

Written notations as to the time required

in which to complete the work appeared in the following proposals:

For the superstructure of the Loomis Street Bridge:

The King Bridge Company—"Owing to congested condition of mills an extension of time may be necessary."

Chicago Bridge and Iron Company, by George Horton—"I will require an extension of time to complete."

American Bridge Company of New York —"Time of completion required by us, eighteen months."

C. L. Strobel—"Eighteen months will be required for completion instead of fifteen months."

For the superstructure of the Eighteenth Street Bridge:

The King Bridge Company—"Owing to congested condition of mills, an extension of time may be necessary."

Chicago Bridge and Iron Company, by George Horton—"I will require an extenison of time to complete."

American Bridge Company of New York —"Time of completion required by us, eighteen months."

Mr. Cloidt, seconded by Mr. Braden, moved that all bids containing notations, or made conditional, be rejected, on the ground that they do not comply with the requirements of the specifications under which proposals for the work were to be received.

The Chair directed the Clerk to call the roll on Mr. Cloidt's motion, which resulted as follows:

Yeas — Messrs. Braden, Carter, Cloidt, Legner and Smyth—Five.

Nays—Messrs. Webb and Wenter—Two.

Upon this result the Chair declared the motion carried.

Mr. Wenter, in explanation of his vote, requested to be recorded as follows:

"I want to explain my vote. I am not ready to reject these bids before having ascertained the amounts contained therein. I am in favor of receiving the bids and rejecting them afterwards, when we know the amount of the bids on the work."

At the conclusion of the reading of the bids, Mr. Cloidt, seconded by Mr. Legner, moved that the bids received (excepting those rejected and named above), be summarized and tabulated by the Chief Engineer and referred to the Committee on Engineering.

The motion prevailed unanimously, and it was so ordered.

Mr. Cloidt, seconded by Mr. Legner, thereupon moved that the Clerk be directed to return the bids rejected, and the checks deposited with the same, to their respective owners.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Nays—None.

THE BIDS IN DETAIL FOR ERECTING THE SUBSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF EIGHTEENTH STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

No. of Bid. Order Received.	No. of Bid. Order of Magnitude.	NAME OF BIDDER.	—a— Excavation Above —30. 8,000 Cu. Yds. Price per Cu. Yd.	—a— Total.	—b— Excavation Retaining Walls. Cu. Yds. Price per Cu. Yd.	—b— Total.	—c— Sheet Piling. 370,000 Ft. B. M. Price per 1,000 ft. B. M.	—c— Total.	—d— Oak Timber. 15,250 Ft. B. M. Price per 1,000 ft. B. M.	—d— Total.	—e— Pine Foundation Piles Delivered. 27,000 Lin. Ft. Price per Lin. ft.	—e— Total.	—f— Oak Protection. Piles Delivered. 10,250 Lin. Ft. Price per Lin. ft.	—f— Total.	—g— Piles Driven in Foundation. 14,260 Lin. Ft. Price per Lin. ft.	—g— Total.	—h— Piles Driven in Protections, Etc. 10,250 Lin. Ft. Price per Lin. ft.	—h— Total.	—i— Piles Furnished and Driven in Coffer Dams. 10,000 Lin. Ft. Price per Lin. ft.	—i— Total.	—k— Portland Cement Concrete Above —30. 3,220 Cu. Yds. Price per Cu. Yd.	—k— Total.	—l— Natural Cement Concrete. Cu. Yds. Price per Cu. Yd.	—l— Total.	—m— Portland Cement Mortar Facing. 76 Cu. Yds. Price per Cu. Yd.	—m— Total.	—n— Erecting Steel Lining. 53,900 Lbs. Price, Cts. per Lb.	—n— Total.	—o— Setting and Erecting Substructure Metal 63,680 Lbs. Price Cts. per Lb	—o— Total.	—p— Dredging in Channel. 10,000 Cu. Yds. Price per Cu. Yd.	—p— Total.	—q— Filling in Approach. Cu. Yds. Price per Cu. Yd.	—q— Total.	—r— Removal of Present Superstructure.	—s— Removal of Present Substructure.
5	1	The Lydon & Drews Company, Chicago	$0 40	$3,200 00	$0 40	.....	$37 00	$13,690 00	$50 00	$762 50	$0 15	$4,050 00	$0 20	$2,050 00	$0 10	$1,426 00	$0 10	$1,025 00	$0 25	$2,500 00	$6 00	$19,320 00	$5 00	.....	$12 00	$912 00	$0 ⅛	$269 50	$0 ½	$318 40	$0 30	$3,000 00	$0 40	.....	$3,000 00	$3,000 00
3	2	The Fitz-Simons & Connell Company, Chicago	50	4,000 00	30	.....	37 00	13,690 00	45 00	686 25	18	4,860 00	20	2,050 00	12	1,711 20	10	1,025 00	18	1,800 00	6 25	20,125 00	4 50	.....	15 00	1,140 00	¾	404 25	½	318 40	25	2,500 00	15	.....	2,250 00	6,500 00
11	3	Jackson & Corbett Company, Chicago	64	5,120 00	.....	.....	37 00	13,690 00	40 00	610 00	18	4,860 00	23	2,357 50	14	1,996 40	07	717 50	26	2,600 00	6 90	22,218 00	4 95	.....	29 00	2,204 00	3	1,617 00	¾	477 60	45	4,500 00	.....	.....	1,200 00	4,000 00

NOTE—The cost of erecting steel pit linings (column "N") is omitted from the totals.

THE BIDS IN DETAIL FOR ERECTING THE SUBSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF LOOMIS STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

No. of Bid. Order Received.	No. of Bid. Order of Magnitude.	NAME OF BIDDER.	—a— Excavation Above —30. 10,000 Cu. Yds. Price per Cu. Yd.	—a— Total.	—b— Excavation Retaining Walls. 660 Cu. Yds. Price per Cu. Yd.	—b— Total.	—c— Sheet Piling 411,000 Ft. B. M. Price per 1,000 ft. B. M.	—c— Total.	—d— Oak Timber 15,500 Ft. B. M. Price per 1,000 ft. B. M.	—d— Total.	—e— Pine Foundation Piles Delivered. Lin. Ft. Price per Lin. ft.	—e— Total.	—f— Oak Protection Piles Delivered. 14,500 Lin. Ft. Price per Lin. ft.	—f— Total.	—g— Piles Driven in Foundation. Lin. Ft. Price per Lin. ft.	—g— Total.	—h— Piles Driven in Protections, Etc. 14,500 Lin. Ft. Price per Lin. ft.	—h— Total.	—i— Piles Furnished and Driven in Coffer Dams. 13,700 Lin. Ft. Price per Lin. ft.	—i— Total.	—k— Portland Cement Concrete Above —30. 4,100 Cu. Yds. Price per Cu. Yd.	—k— Total.	—l— Natural Cement Concrete. 900 Cu. Yds. Price per Cu. Yd.	—l— Total.	—m— Portland Cement Mortar Facing. 110 Cu. Yds. Price per Cu. Yd.	—m— Total.	—n— Erecting Steel Lining. 135,000 Lbs. Price, Cts. per Lb.	—n— Total.	—o— Setting and Erecting Substructure Metal. 224,200 Lbs. Price, Cts. per Lb.	—o— Total.	—p— Dredging in Channel. 10,000 Cu. Yds. Price per Cu. Yd.	—p— Total.	—q— Filling in Approach 3,600 Cu. Yds. Price per Cu. Yd.	—q— Total.	—r— Removal of Present Superstructure.	—s— Removal of Present Substructure.
6	1	The Lydon & Drews Company, Chicago	0 40	$4,000 00	$0 40	$240 00	$37 00	$15,207 00	$50 00	$775 00	$0 15	.....	$0 20	$2,900 00	$0 10	.....	$0 10	$1,450 00	$0 25	$3,425 00	$5 50	$22,550 00	$4 50	$4,050 00	$12 00	$1,320 00	$0 0½	$675 00	$0 0½	$1,121 00	$0 30	$3,000 00	0 40	$1,440 00	$500 00	$ 500 00
4	2	The Fitz-Simons & Connell Company, Chicago	50	5,000 00	30	180 00	37 00	15,207 00	45 00	697 50	18	.....	20	2,900 00	12	.....	10	1,450 00	18	2,466 00	6 25	25,625 00	4 50	4,050 00	15 00	1,650 00	¾	1,012 50	½	1,121 00	25	2,500 00	15	540 00	750 00	1,000 00
8	3	Griffiths & McDermott, Chicago	58½	5,850 00	51	306 00	37 50	15,412 50	45 00	697 50	*	.....	22	3,190 00	*	.....	14	2,030 00	24	3,288 00	6 17	25,297 00	4 07	3,663 00	14 23	1,565 30	¼	337 50	½	1,121 00	28	2,800 00	12½	450 00	1,800 00	550 00
12	4	Jackson & Corbett Company, Chicago	64	6,400 00	40	240 00	37 00	15,207 00	40 00	620 00	18	.....	23	3,335 00	12	.....	07	1,015 00	26	3,562 00	6 90	28,290 00	4 95	4,455 00	29 00	3,190 00	3	4,050 00	¾	1,681 50	40	4,000 00	60	2,160 00	500 00	500 00

NOTE—The cost of erecting steel pit linings (column "N") is omitted from the totals. *No piles here.

THE BIDS IN DETAIL FOR ERECTING THE SUBSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF EIGHTEENTH STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

—a— Excavation —30. Cu. Yds.	—b— Excavation Retaining Walls. Cu. Yds.		—c— Sheet Piling. 370,000 Ft. B. M.		—d— Oak Timber. 15,250 Ft. B. M.		—e— Pine Foundation Piles Delivered. 27,000 Lin. Ft.		—f— Oak Protection. Piles Delivered. 10,250 Lin. Ft.		—g— Piles Driven in Foundation. 14,260 Lin. Ft.		—h— Piles Driven in Protections, Etc. 10,250 Lin. Ft.		—i— Piles Furnished and Driven in Coffer Dams. 10,000 Lin. Ft.		—k— Portland Cement Concrete Above —30. 3,220 Cu. Yds.		—l— Natural Cement Concrete. Cu. Yds.		—m— Portland Cement Mortar Facing. 76 Cu. Yds.		—n— Erecting Steel Lining. 53,900 Lbs.		—o— Setting and Erecting Substructure Metal 63,680 Lbs.		—p— Dredging in Channel. 10,000 Cu. Yds.		—q— Filling in Approach. Cu. Yds.		—r— Removal of Present Superstructure.	—s— Removal of Present Substructure.	—t— Diversion of Sewers.	—u— Arching and Filling in Old Shaft of Water Tunnel.	—v— Extending Water Tunnel. 35 Lin. Ft.		—w— Eight Ft. Shaft in Solid Rock. 12 Lin. Ft.		—x— Eight Ft. Shaft in Earth. 55 Lin Ft.		Total.
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 Lin. ft.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price,Cts. per Lb.	Total.	Price Cts. per Lb	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.					Price per Lin. ft.	Total.	Price per Lin. ft.	Total.	Price per Lin. ft.	Total.	
$3,200 00	$0 40	.....	$37 00	$13,690 00	$50 00	$762 50	$0 15	$4,050 00	$0 20	$2,050 00	$0 10	$1,426 00	$0 10	$1,025 00	$0 25	$2,500 00	$6 00	$19,320 00	$5 00	.....	$12 00	$912 00	$0 ½	$269 50	$0 ½	$318 40	$0 30	$3,000 00	$0 40	.....	$3,000 00	$3,000 00	$250 00	$250 00	$50 00	$1,750 00	$50 00	$600 00	$50 00	$2,750 00	$63,853 90
4,000 00	30	.....	37 00	13,690 00	45 00	686 25	18	4,860 00	20	2,050 00	12	1,711 20	10	1,025 00	18	1,800 00	6 25	20,125 00	4 50	.....	15 00	1,140 00	¾	404 25	½	1,140 00	25	2,500 00	15	.....	2,250 00	6,500 00	800 00	500 00	40 00	1,400 00	40 00	480 00	40 00	2,200 00	68,035 85
5,120 00	.....	.....	37 00	13,690 00	40 00	610 00	18	4,860 00	23	2,357 50	14	1,996 40	07	717 50	26	2,600 00	6 90	22,218 00	4 95	.....	29 00	2,204 00	3	1,617 00	¾	477 60	45	4,500 00	.....	.....	1,200 00	4,000 00	1,000 00	550 00	95 00	3,325 00	90 00	1,080 00	110 00	6,050 00	78,556 00

umn "N") is omitted from the totals.

THE BIDS IN DETAIL FOR ERECTING THE SUBSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF LOOMIS STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

—a— Excavation —30. Cu. Yds.	—b— Excavation Retaining Walls. 660 Cu. Yds.		—c— Sheet Piling 411,000 Ft. B. M.		—d— Oak Timber 15,500 Ft. B. M.		—e— Pine Foundation Piles Delivered. Lin. Ft.		—f— Oak Protection Piles Delivered. 14,500 Lin. Ft.		—g— Piles Driven in Foundation. Lin. Ft.		—h— Piles Driven in Protections, Etc. 14,500 Lin. Ft.		—i— Piles Furnished and Driven in Coffer Dams. 13,700 Lin. Ft.		—k— Portland Cement Concrete Above —30. 4,100 Cu. Yds.		—l— Natural Cement Concrete. 900 Cu. Yds.		—m— Portland Cement Mortar Facing. 110 Cu. Yds.		—n— Erecting Steel Lining. 135,000 Lbs.		—o— Setting and Erecting Substructure Metal. 224,200 Lbs.		—p— Dredging in Channel. 10,000 Cu. Yds.		—q— Filling in Approach 3,600 Cu. Yds.		—r— Removal of Present Superstructure.	—s— Removal of Present Substructure.	—t— Diversion of Sewers.	—u— Arching and Filling in Old Shaft of Water Tunnel.	—v— Extending Water Tunnel. Lin. Ft.		—w— Eight Ft. Shaft in Solid Rock. Lin. Ft.		—x— Eight Ft. Shaft in Earth. Lin. Ft.		Total.
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 Lin. ft.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	Price,Cts. per Lb.	Total.	Price,Cts. per Lb.	Total.	Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.					Price per Lin. ft.	Total.	Price per Lin. ft.	Total,	Price per Lin. ft.	Total.	
$4,000 00	$0 40	$240 00	$37 00	$15,207 00	$50 00	$775 00	$0 15	.....	$0 20	$2,900 00	$0 10	.....	$0 10	$1,450 00	$0 25	$3,425 00	$5 50	$22,550 00	$4 50	$4,050 00	$12 00	$1,320 00	$0 0½	$675 00	$0 0½	$1,121 00	$0 30	$3,000 00	0 40	$1,440 00	$500 00	$ 500 00	$250 00	$250 00	$50 00	.....	$50 00	.....	$50 00	.....	$62,728 00
5,000 00	30	180 00	37 00	15,207 00	45 00	697 50	18	.....	20	2,900 00	12	.....	10	1,450 00	18	2,466 00	6 25	25,625 00	4 50	4,050 00	15 00	1,650 00	¾	1,012 50	½	1,121 00	25	2,500 00	15	540 00	750 00	1,000 00	300 00	.....	.....	.....	.....	.....	.....	.....	65,436 50
5,850 00	51	306 00	37 50	15,412 50	45 00	697 50	*	.....	22	3,190 00	*	.....	14	2,030 00	24	3,288 00	6 17	25,297 00	4 07	3,663 00	14 23	1,565 30	¼	337 50	½	1,121 00	28	2,800 00	12½	450 00	1,800 00	550 00	400 00	.....	.....	.....	.....	.....	.....	.....	68,420 30
6,400 00	40	240 00	37 00	15,207 00	40 00	620 00	18	.....	23	3,335 00	12	.....	07	1,015 00	26	3,562 00	6 90	28,290 00	4 95	4,455 00	29 00	3,190 00	3	4,050 00	¾	1,681 50	40	4,000 00	60	2,160 00	500 00	500 00	1,000 00	.....	.....	.....	.....	.....	.....	.....	76,155 50

mn "N") is omitted from the totals. *No piles here.

THE BIDS IN DETAIL FOR ERECTING THE SUPERSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF LOOMIS STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

No. of Bid.		NAME OF BIDDER.	a	b		—c—	—d—	—e—	—f—	—g—	—h—	—i—	Total.
				Steel Lining 135,000 lbs.									
In Order Received.	Order of Magnitude.		Superstructure.	Price, Cents Per lb.	Total.	Extra Medium or Soft Steel. Cents per lb.	Extra Iron Castings. Cents per lb.	Extra Steel in Track Plates. Cents per lb.	Extra Steel Castings. Cents per lb.	Extra Phosphor Bronze. Cents per lb.	Extra Counter-weight Block Castings. Cents per lb.	Extra Yellow Pine or Oak. Per 1000 Ft. B. M.	
14	1	Jackson & Corbett Company, Chicago, Ill.....	$121,620 00	6½		6½	5¾	15	15	41	5	$60 00	$121,620 00

NOTE—The cost of steel pit lining (column "B") is omitted from the total.

THE BIDS IN DETAIL FOR ERECTING THE SUPERSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF EIGHTEENTH STREET.

In Order of Magnitude—Lowest Bid First—Bids Opened November 5th, 1902.

No. of Bids.		NAME OF BIDDER.	a	—b—		—c—	—d—	—e—	—f—	—g—	—h—	—i—	Total.
				Steel Lining. 53,900 lbs.									
In Order Received	Order of Magnitude		Superstructure.	Price, Cents Per lb.	Total.	Extra Medium or Soft Steel. Cents per lb.	Extra Iron Castings Cents per lb.	Extra Steel in Track Plates. Cents per lb.	Extra Steel Castings. Cents per lb.	Extra Phosphor Bronze. Cents per lb.	Extra Counter-weight Block Castings. Cents per lb.	Extra Yellow Pine or Oak. Per 1000 Ft. B. M.	
13	1	Jackson & Corbett Company, Chicago, Ill	$115,870 00	6½		6½	5¾	15	15	41	5	$60 00	$115,870 00

NOTE—The cost of steel pit lining (column "B") is omitted from the total.

COMMUNICATION FROM THE SCHERZER ROLLING LIFT BRIDGE COMPANY IN REFERENCE TO THE CANAL STREET BRIDGE.

The Clerk presented and read a communication from the Scherzer Rolling Lift Bridge Company, and enclosed duplicate copy of a letter addressed to Isha m Randolph, Chief Engineer of the Sanitary District, calling attention to the faulty workmanship on the Canal Street Bridge, and alleging that the bridge was not constructed in accordance with the plans and specifications furnished to the District by said company; and further stating that the work will not be accepted nor their consent given for the operation and use of said bridge in its present condition.

Mr. Braden, seconded by Mr. Legner, moved that the communication and enclosed copy of letter to the Chief Engineer be referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

CHIEF ENGINEER'S VERBAL REPORT IN REFERENCE TO THE UNFINISHED APPROACHES TO THE MAIN STREET BRIDGE.

Under the head of new business, the Chief Engineer made verbal report with reference to the unfinished approaches to the Main Street bridge, stating that the filling for the approaches was to be done by the Lydon & Drews Company under their contract for the substructure of said bridge, but at the time said firm was ready to proceed with the filling they were prevented from so doing, owing to the fact that the material for the superstructure was piled upon the approaches; that subsequently he called upon said firm to proceed with the work, but was informed that the filling could not be procured at that time at any price within reason.

By unanimous consent the matter in question was referred to the Committee on Engineering.

ADJOURNMENT.

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

A. R. Porter, CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 12, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, November 12, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Legner, Smyth and Wenter—Six.

Absent—Messrs. Cloidt, Jones and Webb—Three.

Mr. Cloidt arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Wenter, seconded by Mr. Baker, the minutes of the regular meeting held November 5, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (State Street Bridge, October 31, 1902).....	$19,020 00	
American Bridge Company (Randolph Street Bridge, October 31, 1902).	1,260 00	
		$ 20,280 00

WATER POWER DEVELOPMENT.

Wm. O'Connell (hardware)	$ 7 36	
Isham Randolph (freight charges)	11 26	
		18 62

ENGINEERING DEPARTMENT.

Hibbard, Spencer, Bartlett & Co. (hardware)	$ 2 23	
Henry Stuckart (hardware)	17 34	
Vilas Brothers (paints and oils)	17 35	
J. W. Landis (oak and pine stakes)	85 00	
Gardner Mill Company (oak stakes)	5 00	
Ralph Modjeski (inspecting bridge material)	184 53	
Pittsburg Testing Laboratory, Ltd. (inspecting bridge material)	24 67	
W. H. Salisbury & Co. (rubber goods)	20 68	
Sweet, Wallach & Co. (photo supplies)	38 31	
Standard Oil Company (oil)	31 66	
Pearson Bros. (blue prints)	37 80	
Chicago Printing and Embossing Company (stationery)	42 55	
Eugene Dietzgen Company (drafting material)	5 78	
The Gunthorpe-Warren Printing Company (printing)	55 50	
Underwood & Co. (typewriter ribbons)	4 50	
Chicago Edison Company (desk clips)	4 50	
John A. Roebling's Sons' Company (copper cord)	10 20	
Keuffel & Esser Company (drafting material)	29 42	
Thomas Holliday (repairs launch Ana Aina)	3 75	
Wm. Trinkaus (expense)	7 24	
Knickerbocker Ice Company (ice)	2 50	
		630 51

LAW DEPARTMENT.

Isham Randolph (services as arbitrator)	$ 56 13	
C. S. Cutting (rent Joliet office, October, 1902)	20 00	
Henry J. Schluntz, Clerk (copy of petition, Gaylord vs. Sanitary District)	10 00	
Barnard & Miller (printing abstract)	172 50	
		258 63

GENERAL ACCOUNT.

John J. Corcoran (special services)	$ 490 00
A. R. Porter, Clerk (expense)	700 05
A. B. Dick Company (stationery)	4 10
The Chicago Daily News Company (advertising)	30 00
Western Catholic (advertising)	7 00
Chicago Daily Labor World (advertising)	16 00
The Chicago Daily Leader (advertising)	16 00
The Chicago Citizen Company (advertising)	22 50
Chicago Arbeiter Zeitung Publishing Company (advertising)	12 75
The Engineering News Publishing Company (advertising)	19 80
The Chicago Eagle (advertising)	20 00
Frank E. Stanley (advertising)	27 50
Illinois Staats-Zeitung (advertising)	12 75
Freie Presse (advertising)	12 75
Chicago Journal (advertising)	16 00
Tribune Company (advertising)	22 20
The Chicago Daily Republican (advertising)	16 00
The Chicago Chronicle Company (advertising)	13 60
Twentieth Century Press Clipping Bureau (clippings August, September and October, 1902)	12 00

D. J. Mortell (groceries)	$ 3 51	
Security Building Receivership (rent offices, November, 1902)	478 33	
		1,952 84

MAINTENANCE ACCOUNT.

Wm. O'Connell (hardware)	$ 18 00	
Hibbard, Spencer, Bartlett & Co. (hardware)	5 64	
S. J. Stebbins Hardware Company (hardware)	1 00	
H. Channon Company (hardware)	14 82	
Standard Oil Company (oil)	4 94	
Isham Randolph (account repairs to masonry walls)	341 42	
		385 82

MAINTENANCE OF HIGHWAY BRIDGES.

Isham Randolph (sidewalk, Kedzie Avenue Bridge)	12 50

TELEPHONE LINE.

Isham Randolph (repairs)	15 00
Grand total	$ 23,553 92

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the month of September, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, Nov. 12, 1902.

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, 1902.

The total expenditures of the District for the month were $473,825 60, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,108.91, of which amount the sum of $958.34 was for salaries and the sum of $150 57 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $4,508.17, divided as follows:

Streams examination	$ 206 00
Printing	165 80
Rent of offices for September, 1902.	478 33
Salaries	2 543 34
Steamer Juliet	386 78
Advertising	386 95
General expenses	340 97
Total	$ 4 508 17

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5,212 91 of the levy of 1896.

The following is a tabulated statement of total expenditures for the month of September, 1902:

Account.	*Amount.*
Right of way	$ 167,425 13
Bridge construction, Chicago River	42,690 01
Bridge construction, Main Channel	58 00
Bridge Construction, Joliet project	576 97
Capitalization and maintenance of bridges	36,476 30
Chicago River, dredging, docking, etc.	17,659 81
Water power development, Lockport	5,670 42
Bond account, eleventh issue (bonds retired)	125,000 00

Interest on bonds (semi-annual payment)	$ 47,500 00
Taxes on land, Will County	25 28
Telephone line	82 10
Engineering Department	9,161 31
Clerical Department	1,108 91
Law Department	11,960 88
Treasury Department	375 00
Police Department	1,786 92
General Account	4,508 17
Maintenance Account	1,760 39
Total	$ 473,825 60

Respectfully submitted,

A. R. PORTER,
Clerk

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the Law Department for the month of September, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, November 7th, 1902.

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

GENTLEMEN—I respectfully submit my report for September, 1902. The following are the expenses of the Law Department for the month:

Attorney's roll	$ 2,691 64
Legal services	5,760 15
Special services	370 00
Expenses	360 69
Expert services	925 00
Printing and publication	922 60
Court costs	930 80
Total	$11,960 88

The following suits were begun during the month:

George Alexander versus the Sanitary District of Chicago, Number 18965 in the Circuit Court of Will County. This is a suit for $5,000.00 for damages caused by overflow.

Homer L. Kraft versus Page & Schnable, Chicago Bridge & Iron Works and the Sanitary District of Chicago, Number 26433; in the Circuit Court of the United States. This is a bill for damages for the infringement of certain patent rights by their construction of the Ashland Avenue Bridge.

John J. Coburn versus Dennis McGuirl et al., Number 231058, in the Circuit Court of Cook County. This is an assumpit suit for $5,000.00 for Attorney's fees in which the Sanitary District has been served as garnishee.

The following proceedings were had in the cases mentioned:

In the cases of the Canal Commissioners and the People of the State of Illinois against the Sanitary District in the Circuit Court of Fulton County, a decree was entered on September 24th by default, but vacated upon the motion of the defendants at the same term of court.

The case of the City of Joliet versus the Sanitary District, Number 18686, in the Circuit Court of Will County, was dismissed for want of declaration.

In the case of O'Donnell, Adm., etc., versus Sanitary District, Number 24422, in the Circuit Court of the United States, was dismissed as to the Atchison, Topeka & Santa Fe Railway Company, and is left pending against the Sanitary District.

In the case of the State of Missouri versus the State of Illinois, in the Supreme Court of the United States, a motion has been filed on behalf of the defendant to dismiss the bill for want of prosecution.

The coming month will be occupied in considering the claims against the District and preparing for and attending to various litigation of the District and the routine work.

Very respectfully,

JAMES TODD,
Attorney.

COMMUNICATION FROM THE CHIEF ENGINEER TRANSMITTING FORM OF ADVERTISEMENT FOR WORK OF DREDGING AND DOCKING IN THE CHICAGO RIVER, DURING THE YEAR 1903.

The Clerk presented the following communication from Chief Engineer Randolph:

CHICAGO, November 12, 1902.

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

GENTLEMEN—Pursuant to the order of the Engineering Committee passed on the 10th inst., I submit herewith for your con-

sideration a form of advertisement covering the work of dredging and docking to be done by this District in the Chicago River during the year 1903.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer.

Mr. Braden, seconded by Mr. Legner, moved that the form of advertisement transmitted by the Chief Engineer be adopted, and the work of dredging and docking in the Chicago River during the year 1903, advertised in accordance therewith.

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

The following is the form of advertisement accompanying the communication from the Chief Engineer.

SANITARY DISTRICT OF CHICAGO.

TO CONTRACTORS.

Sealed proposals addressed to the Board of Trustees of the Sanitary District of Chicago and endorsed:

"Proposals 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," will be received by the Clerk of the Sanitary District at Room 1110 Security Building, Chicago, Illinois, until 12 M. (standard time) of Wednesday, January 14, 1903, and will be publicly opened by said Board of Trustees at its regular meeting held on that date.

The dredging for which said tenders are asked is for the removal of all material within the area acquired or to be acquired by the Sanitary District of Chicago, for the purpose of widening the Chicago River, and the docking is to be along the river where the said widening is done. And, further, such dredging in the channel of the South Branch of the Chicago River and the South and West Forks thereof as may be ordered by the Sanitary District.

Tenders are to cover all work of the character above specified, for which the Sanitary District shall hereafter make provision in the year 1903.

The said District will secure the lands necessary to complete this improvement by the ordinary process of law and private purchase but it will not enter into any agreement to secure all or any fixed amount of these lands within the year 1903. Bidders will therefore remember in preparing their proposals that the work to be done is not assuredly continuous, but must be done at times dependent upon the ability of the District to secure the property necessary for the proposed improvement.

The bid must be accompanied by a certified check or cash to the amount of two thousand ($2,000) dollars. All certified checks must be drawn upon some responsible bank doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago.

All checks or cash deposited with this bid will be held by the Sanitary District of Chicago until all of said bids shall have been canvassed and the contract or contracts awarded and signed.

The return of said check or cash to the bidder to whom the work shall be awarded being conditioned upon the appearance of such bidder with bondsmen within ten (10) days after notice to him of said award, and the execution by him of a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to said Board of Trustees for the fulfillment of the same in the sum of thirty thousand ($30,000) dollars.

All bids must be made upon blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence, satisfactory to the Board of Trustees, of his experience and ability in that class of work, and that he can control sufficient capital to enable him to prosecute the same successfully in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be obtained at the office of the Chief Engineer, Room 1010 Security Building, Chicago, Illinois.

The said Board of Trustees reserves the right to reject any and all bids.

SANITARY DISTRICT OF CHICAGO.

THOMAS A. SMYTH,

President.

Attest:

A. R. PORTER, *Clerk.*

November 12, 1902.

REPORT IN REFERENCE TO AGREEMENT WITH THE COMMONWEALTH ELECTRIC COMPANY FOR THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, November 11, 1902.

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

GENTLEMEN — The Committee on Finance herewith reports that on September 10, 1902, the Board of Trustees entered into an agreement with the Commonwealth Electric Company for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary for the purpose of widening, deepening and improving the said river. Said property being described as follows;

That part of Lots 33, 34, 35, 36, 37, 38 and 39 in Green'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., except the east 16.72 acres, lying southerly of the following described line: Beginning at a point in the west line of Lot 33, in said Green's South Branch Addition, 241.95 feet south of the northwest corner of said lot 33, measured along said west line; running thence southeasterly to a point in the east line of Lot 36, in said Green's South Branch Addition, 205.6 feet distant from the northeast corner of said Lot 36, measured along said east line; running thence southeasterly on the above described line continued for a distance of sixty-eight and twenty-one one-hundreths feet; running thence northeasterly to a point in the east line of Lot 39, in said Green's South Branch Addition 246.3 feet distant from the northeast corner of said Lot 39; measured along said east line; situated in the County of Cook and State of Illinois, and containing 20,927.85 square feet, more or less.

Also that part of Lot 3, Blocks 3 and 4, Canal Trustees' Subdivision of the blocks in the south fractional half of Section 29, Township 39 north, Range 14 east of the 3rd P. M., lying north of the following described line: Beginning at a point in the west line of Lot 4, in said Blocks 3 and 4, 431.73 feet north of the southwest corner of said Lot 4, measured along said west line; running thence southeasterly to a point in the east line of said Lot 3, 303.91 feet north of the southeast corner of said Lot 3, measured along said east line, containing 5,065.70 square feet, more or less, situated in the County of Cook and State of Illinois.

The Committee on behalf of the District agreed to pay for said property the sum of $17,722 17 and to build a dock along the river front of the remaining portion of said lots. Said dock to be built according to the specifications of the Sanitary District of Chicago for its wooden docks.

The Committee, therefore, recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of $17,722.17 to the said Commonwealth Eelectric Company when it shall have executed and delivered to the Sanitary District of Chicago a good and sufficient deed, with full covenants of warranty, conveying to the said District said above described property free and clear from all incumbrances.

Respectfully submitted,

Z. R. CARTER,
Chairman
WM. H. BAKER,
WM. LEGNER,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

REPORT OF SUB-COMMITTEE IN REFERENCE TO THE REVISED MEMORIAL TO CONGRESS

Mr. Cloidt, Chairman of the Sub-Committee, consisting of Messrs. Cloidt, Smyth and Wenter, having in charge the revision of the "Memorial to Congress," advocating 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, Illinois and Mississippi rivers, to St. Louis, made verbal report to the effect that the Committee had revised the memorial in accordance with the policy of the Board; that the printed proofs have been read, and are now in such shape as to be forwarded to the printers.

Mr. Cloidt, seconded by Mr. Wenter, thereupon moved that the memorial, as revised by the Sub-Committee, be adopted and the Clerk directed to have twelve thousand copies thereof printed for distribution.

The Chair directed the Clerk to call the roll on Mr. Cloidt's motion, which resulted as follows:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

Upon this result the Chair declared the motion carried.

COMMUNICATION FROM THE AMERICAN BRIDGE COMPANY IN REFERENCE TO THE SUPERSTRUCTURE OF THE HARRISON STREET BRIDGE.

The Clerk presented the following communication from the American Bridge Company:

CHICAGO, November 6, 1902.

Board of Trustees, Sanitary District of Chicago, Mr. A. R. Porter, Clerk, Chicago, Ill.

DEAR SIR—At various times during the past twelve months, we have been consulted by your Chief Engineer, Mr. Randolph, in reference to changes contemplated by you in connection with our contract with you covering the Harrison Street bridge, and we have at various times given Mr. Randolph several estimates on alternative construction and have rendered him all the assistance in our power in connection with his consideration of this subject. We are still without final data covering this work and have now to request that we be promptly advised as to the existing situation.

We remain, yours truly,

AMERICAN BRIDGE CO. OF NEW YORK,
By FRANK J. LLEWELLYN,
Asst. to Vice-President.

Mr. Wenter, seconded by Mr. Cloidt, moved that the communication be referred to the Chief Engineer and the Attorney of the Board, with instructions to inform the American Bridge Company that the District has readvertised for the work of constructing and erecting the superstructure of the Harrison Street Bridge.

The motion prevailed unanimously and it was so ordered.

Under the head of new business, Mr. Carter offered the following motion:

"That it be the order of the Board, in all future advertising, that the President and Clerk be instructed to insert such advertisements in but two papers of general circulation, in the City of Chicago."

Mr. Wenter stated that he would second the motion if amended to read "one paper of general circulation, giving the lowest rate."

Mr. Carter accepted the amendment.

Mr. Braden, seconded by Mr. Legner, moved, as a substitute for Mr. Carter's motion, that the matter in question be referred to the Committee on Finance for further consideration.

The motion prevailed by a *viva voce* vote and it was so ordered.

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 19, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, November 19, 1902, at 2 o'clock P. M.

The roll being called there were

Present—Messrs. Baker, Braden, Carter, Legner, Webb and Wenter—Six.

Absent—Messrs. Cloidt, Jones and Smyth—Three.

In the absence of the President and Vice-President, the Clerk called the Board to order.

ELECTION OF TEMPORARY CHAIRMAN.

Mr. Carter, seconded by Mr. Webb, moved that Mr. Frank Wenter be elected temporary Chairman.

The motion prevailed unanimously and Mr. Wenter thereupon took the chair.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Baker, the minutes of the regular meeting, held November 12, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, Nov. 15, 1902).....$ 6,146 88

Jackson & Corbett Company (Randolph Street Bridge, Nov. 15, 1902) ..	$ 2,739 31	
Chicago Bridge and Iron Company (Ashland Ave. Bridge, Nov. 15, 1902)	560 00	
H. Channon Company (Account Ashland Ave. Bridge, Nov. 15, 1902) ..	4 05	
John McGuire (Account Ashland Avenue Bridge, Nov. 15, 1902)	9 50	
John McGuire (Account Main Street Bridge, Nov. 15, 1902).	12 00	
		$ 9,471 74

WATER POWER DEVELOPMENT.

H. Channon Company (road plow)	$ 21 25	
Barrett Hardware Company (tools and hardware)	15 29	
A. R. Porter, Clerk (pay roll)	3,497 66	
A. R. Porter, Clerk (pay roll)	2,207 80	
		$ 5,742 00

ENGINEERING DEPARTMENT.

Geo. E. Marshall & Co. (stationery)	$ 111 82	
The Artificial Ice Company (ice)	4 50	
Hans Isak (gauge reading, October, 1902)	10 00	
John McGuire (hauling cement and stone)	2 00	
Chas. Wink (expense)	16 47	
J. E. Grady (expense)	11 85	
G. M. Wisner (expense)	5 70	
Theodore Buskirk (expense)	13 43	
W. M. McCartney (expense)	14 50	
D. C. Custer (expense)	4 30	
Isham Randolph (expense)	300 50	
E. H. Heilbron (soundings, Desplaines River)	112 26	
		$ 607 33

LAW DEPARTMENT.

Harry Mace (expert services)	350 00	
A. E. Baxter Engineering and Appraisal Company (expert services) ..	875 00	
Jas. D. Cockcroft (law books)	6 00	
Walton, James & Ford (court reporting)	49 80	
		$ 1,280 80

GENERAL ACCOUNT.

John F. Higgins (printing proceedings, October, 1902).	$ 105 16	
Geo. E. Marshall & Co. (stationery)	12 35	
		$ 117 51

TELEPHONE LINE.

Chas. Wink (expense)	$ 5 25
Grand total	$ 17,224 63

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Legner, Webb and Wenter—Six.

Nays—None.

PRESENTATION OF BIDS FOR THIRTEENTH ISSUE OF BONDS.

The Chair announced that, in conformity with the advertisement, inviting bids for the purchase of one million five hundred thousand ($1,500,000.00) dollars four (4) per cent currency bonds of the Sanitary District of Chicago, being the thirteenth issue, the Board would now proceed with the opening of the bids received

by the Clerk in response to said advertisement.

The Clerk then opened and read the bids received by him up to one o'clock P. M., Wednesday, November 19, 1902, as follows:

BID OF THE ILLINOIS TRUST AND SAVINGS BANK.

CHICAGO, November 19, 1902.

Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—For the one million five hundred thousand ($1,500 000) dollars legally issued four (4) per cent. bonds of The Sanitary District of Chicago, bearing date of December 1st, 1902, and more particularly described in your letter of November 8th, 1902, and in the ordinance passed by the Board of Trustees of the Sanitary District, at its regular meeting held October 29th, 1902, we will pay par and accrued interest to date of delivery and a premium of fifteen thousand three hundred and twenty-three ($15,323) dollars, provided that the usual papers evidencing the legality of the bonds, to the satisfaction of our attorney, shall be furnished us prior to our making complete payment.

In accordance with your requirements, we enclose herewith our check for forty-five thousand ($45,000) dollars, as a deposit insuring good faith on our part.

It is to be expressly understood that the above bid is for all the bonds therein described, and not for any portion thereof.

Respectfully submitted,

B. M. CHATTELL,
Cashier
ILLINOIS TRUST AND SAVINGS BANK.

(Accompanied by cashier's check in the sum of $45,000.)

JOINT BID OF THE FIRST NATIONAL BANK, THE MERCHANTS' LOAN AND TRUST CO., N. W. HARRIS. & CO., AND FARSON, LEACH & CO.

CHICAGO, Ills., November 19, 1902.

Board of Trustees Sanitary District of Chicago:

GENTLEMEN—For $1,500,000 legally issued 4 per cent bonds of the Sanitary District of Chicago, to be dated December 1, 1902, and to mature $75,000 annually December 1, 1903, to December 1, 1922, we offer you the sum of one million five hundred thousand one hundred and fifty dollars ($1,500,150).

This offer is for immediate acceptance only and contemplates prompt delivery of the bonds on December 1, 1902.

We enclose herewith Cashier's check of the First National Bank of Chicago for forty-five thousand dollars ($45,000), as a guarantee that we will comply with the conditions of this offer.

If this bid is accepted, kindly notify the First National Bank of Chicago to that effect, or if rejected return check to them.

Yours very truly,

FIRST NATIONAL BANK OF CHICAGO,
By E. K. BOISOT.
Manager.

THE MERCHANTS' LOAN AND TRUST COMPANY,
By J. E. BLUNT, Jr.
Manager Bond Department.

N. W. HARRIS & CO.
FARSON, LEACH & CO.

(Accompanied by cashier's check in the sum of $45,000.00.)

At the conclusion of the reading of the above bids, Mr. Baker, seconded by Mr. Webb, moved that they be referred to the Committee on Finance.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Legner, Webb and Wenter—Six.

Nays—None.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of October, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR OCTOBER, 1902.

Receipts.

Balance on hand at date of last report.....$ 1,579,848 15

From Chicago National Bank, Interest Account	$ 364 86	
From Equitable Trust Company, Interest Account	1,273 93	
From Home Savings Bank, Interest Account	410 99	
Total cash received for month		2,049 78
		$ 1,581,892 93

Disbursements.

Clerical Department	$ 1,012 40	
Treasury Department	375 00	
Engineering Department	8,575 04	
Construction Account	73,757 65	
Law Department	6,409 42	
Land Account	200,054 60	
General Account	2,577 63	
Police Department	1,747 33	
Maintenance Account	1,113 49	
Water Power Development	3,341 71	
Land Damages Account	600 00	
Bond, Interest and Premium Account, Interest on Bonds	47,500 00	
Bond Account	125,000 00	
Total cash disbursed		$ 472,064 27
Balance this date in banks, as per schedule endorsed hereon		1,109,828 66
		$ 1,581,892 93

Schedule.

Chicago National Bank	$ 85,621 12
Equitable Trust Company	750,000 00
Home Savings Bank	250,000 00
National Bank of Illinois	24,207 54
Total	$ 1,109,828 66

CHICAGO, November 15, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

COMMUNICATION FROM THE CLERK REPORTING RECEIPT OF THREE CERTAIN CHECKS FROM THE CHIEF ENGINEER.

The Clerk presented the following communication:

CHICAGO, Nov. 13, 1902.

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

GENTLEMEN—I have received three checks from Isham Randolph, Chief Engineer, for the sale of material, in the following amounts:

One check for $5 00 in payment of twenty loads of stone sold to Frank Reed of Lockport, Ill.

One check for $9.50 as being amount received by Chas. Wink for the sale of old lumber at Robey Street during the month of October.

One check for $12.40 from Banks & Koler, Willow Springs, in payment for five barrels of Portland cement at $2.48 per barrel.

Awaiting further instructions, I remain,
Very truly yours,
A. R. PORTER, *Clerk.*

Mr. Carter, seconded by Mr. Braden, moved that the communication be printed in the Proceedings, placed on file and the Clerk directed to deposit the sums received with the Treasurer of the District.

The motion prevailed unanimously, and it was so ordered.

COMMUNICATION FROM ANDREW ANDERSON, TOWN CLERK, LOCKPORT, ILL.

The Clerk presented and read a communication from Andrew Anderson, Town Clerk, Lockport, Ill., requesting the Board to make provisions to prevent overflow at said point.

The communication, by unanimous consent, was referred to the Committee on Engineering.

ADJOURNMENT.

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

A. R. Porter,
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

NOVEMBER 26, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, November 26, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine members.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Carter, the minutes of the regular meeting held November 19, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, November, 1902)	$ 7,824 58
Clerical Department (Clerk's, November, 1902)	958 33
Law Department (Attorney's, November, 1902)	2,691 64
Treasury Department (Treasurer's, November, 1902)	375 00

General Account (General, November, 1902)	$ 235 00	
General Account (Trustees', November, 1902)	2,333 33	
		$ 2,568 33
Police Department (Marshal's, November, 1902)		1,733 28
Maintenance Account (Controlling Works, November, 1902)		550 00
Total		$ 16,701 16

CONSTRUCTION ACCOUNT.

Chicago Bridge and Iron Company (Ashland Avenue Bridge, November 15, 1902)		25,000 00

WATER POWER DEVELOPMENT.

Max Wulff (blacksmithing)	$ 30 60	
Thos. F. Ryan (lumber and coal)	49 09	
A. R. Porter, Clerk (pay roll, November 30, 1902)	375 00	
		454 69

LAW DEPARTMENT.

D. Barrett (livery)	$ 145 50	
M. W Honan (special services to October 31)	150 00	
W. A. Bowles (expense)	300 00	
Wm. M. Springer (legal services, State of Missouri vs. District)	2,500 00	
		3,095 50

GENERAL ACCOUNT.

The Economist Publishing Company (advertising)	$ 7 50	
Tribune Company (advertising)	18 80	
The Inter Ocean (advertising)	14 10	
The Chicago Chronicle Company (advertising)	10 00	
The Chicago Chronicle Company (advertising)	16 20	
The Chicago Daily Republican (advertising)	10 00	
The Chicago Daily Leader (advertising)	14 00	
The Chicago Citizen Company (advertising)	17 50	
The Chicago Daily Labor World (advertising)	10 00	
American Contractor Publishing Company (advertising)	12 60	
H. Channon Company (ship chandlery)	53 40	
Youghiogheny and Lehigh Coal Company (coal)	31 25	
		215 35
Grand total		$ 45,466 70

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of October, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, November 25, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $76,680.42. Vouchers were issued on this account to the amount of $60,356.76.

The engineering expenses were $8,857.02,

divided as follows: Salaries, $7,727.50; supplies, etc., 1,129.52. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the dredging and docking of the river is as follows: Dredge No. 2 worked from the 1st to the 21st (with the exception of the 9th) making grade and cleaning the bottom of the river of sediment between Ashland Avenue and Robey Street; on the 9th it was employed in backfilling the new dock built at the W. L. Scott & Co.'s property near Halsted Street; on the 22nd it was engaged about one-half day in removing a wooden obstruction to navigation in the South Fork near Thirty-fifth Street, and for the balance of the month was at work excavating cut-off for the new dock at the Commonwealth Electric Company's property on the north side of the river. From the 22nd to the 31st, another dredge was at work making the cut off for the new dock at the Glucose Sugar Refining Company's property. From the 2nd to the 7th, one driver was at work driving sheeting to finish the new dock built at the Scott property. This dock was entirely completed on the 9th. Work was begun on the 9th removing the old dock preparatory to building a new one at the Commonwealth Electric Company's property on the north side of the river west of Halsted Street. The driver continued work at this point to the end of the month. A second driver was used from the 22nd to the 25th pulling old piles, and on the latter date the driving of anchor piles for the new dock was begun. Work on the dock or front piles was begun on the last two days of the month. From the 14th to the end of the month, one of the FitzSimons & Connell Company's pile drivers was used for pulling old dock and piles in front of the Glucose Sugar Refinery.

At the State Street Bridge an average daily force of twenty-nine men was employed on the substructure contract and the record of work done is as follows: From the 1st to the 3rd, the pile driver and crew was employed in driving piles and sheeting for the coffer-dam. Pumping was started on the 3rd. The work of placng the second tier of bracing was begun on the 4th as was also the excavating and pile cutting to —7 C. C. D. Excavation for the abutment was finished on the 27th, and concreting was started on the 29th. About 300 cubic yards of concrete was laid by the end of the month. An average daily force of twenty men was employed by the contractor for the superstructure, and the record of work done is as follows: The two segmental girders were placed on track girders on the 6th and 7th. The two tail pieces were set between the 9th and 11th. Between the 13th and the 31st, the two trusses were completed, all floor beams, two panels of stringers and about sixty tons of counterweight were placed. Two gangs were engaged from the 13th to the 31st in riveting tail pieces and two panels of truss connection.

At the Randolph Street Bridge an average daily force of twenty-four men was employed on the substructure contract and the record of work done is as follows: Dredging for the foundation of the west piers was carried on from the 1st to the 4th. Driving of foundation piles was carried on from the 7th to the 14th. Foundation piles were sawed off to —10 C. C.D., on the 15th and 16th. Steel lining for the river side of coffer-dam was driven from the 17th to the 21st. Protection piles for the east side were driven from the 23th to the end of the month. The daily average number of men employed on the superstructure contract was twenty-four and the record of work done is as follows: The north truss counterweight forms were erected on the 1st and riveted on the 2nd and 3rd. Riveting was also carried on on the 4th and 6th. The lateral bracing was erected and the counterweights lowered between the 8th and 14th. The creeping derricks were erected on the 16th and 17th. The north truss members were erected on the 18th. Sidewalk members and truss members were erected between the 19th and 23rd. The creeping derrick was taken down and the counterweights lowered between the 29th and the end of the month.

The contractor for the Harrison Street temporary bridge employed a daily average force of nineteen men in the building of the approach span, trusses and scow. The work done is as follows: The driving of foundation piles was begun on

the 2nd and finished on the 14th. Carpenters began work on the last approach span on the 16th and on the trusses on the 15th. Work was delayed from the 25th to the end of the month on account of not having material on hand for the construction of the trusses.

At the Canal Street Bridge a daily average force of eleven men was employed on the sidewalks and retaining walls for the approaches thereto. The sidewalks on the north side were finished on the 13th. Excavation in order to complete the west retaining wall on the south side was began on the 15th. Concreting was commenced on the 20th and completed on the 25th.

At the Canal Street Bridge a daily average force of nineteen men was employed on the superstructure contract, the work consisting principally of placing decking, of constructing sidewalks; of placing hand rails upon the bridge, of repairing the north operating house and removing same after being damaged by boat, and of electrical installation. The sidewalk stringers, which prevented the lowering of the north leaf, were removed on the 3rd. The air compressor was removed on the 13th. The operator's house and its supports were struck the second time on the 21st. The laying of the pine roadway planks was finished on the 22nd. On the 23d, the north operating house was moved back to the sidewalk out of the way of passing boats.

At the Main Street bridge a daily average force of seventeen men was employed, the work consisting principally of placing counterweights, adjusting the bridge, paving the approach spans, decking the leaves of the bridge and of building sidewalks, The laying of street car rails was finished on the 6th. The paving of the south approach span was begun on the 10th and finished on the 11th. The north approach span was paved on the 11th. The work of adjusting counterweights on the south side was finished on the 17th and on the north side on the 18th. The sidewalks were finished on the 20th. The name plates were put in place on the 21st. The bridge was practically completed at the end of the month.

At the Ashland Avenue Bridge a daily average force of sixteen men was employed and the work consisted principally of placing concrete counterweight, of paving, of macadamizing approaches, of adjusting machinery and of painting. The paving of the south approach span was finished on the 6th. The concrete counterweight on the north approach span was finished on the 7th. Paving of the north approach span was begun on the 7th. The grading of the north approach was finished on the 9th. The countersinking of rivets on the operating struts was began on the 15th. The macadamizing of the walk on the north side was begun on the 15th. The laying of brick for pavement was resumed on the 18th. Paving of the north approach span was carried on on the 19th. The decking of the north leaf was resumed on the 20th. The paving and grouting of approaches was finished on the 21st. On the same date a diver and helper repaired the broken air pipe that lay on the bottom of the river. The south approach was macadamized on the 21st. The hand rails on the bridge were finished on the 22nd. The decking of roadway and sidewalks on the north leaf was finished on the 23rd. The leveling up of the north and south leaves was carried on on the 31st.

Water Power Development at Lockport.

Work on the levee south of the Controlling Works was continued throughout the month, the force having been increased to about forty teams a day. Frequent rains during the month retarded the work considerably. The wheelbarrow gang that worked near the Wire Mills road last month was laid off on the 2nd. On the 20th the construction of a levee east of and parallel to the one previously built from the Wire Mills Road southward was begun and continued to the end of the month.

Miscellaneous.

The work of repairing the walls of the Main Channel and the life-saving apparatus along the rock sections of the Main Channel was completed on the 17th. The scows used in connection with this work together with all the tools, etc., were towed to the Robey Street Warehouse.

The steamer "I. M. Weston," which sank in the Main Channel on Section "G," as reported last month, still remains in the water. The boilers, pumps

and machinery were taken away by the owners during the month.

Some repairs were made to the sidewalks on the Sanitary District right of way on Western and Kedzie Avenues.

Several breaks and short circuits found on the telephone line were repaired during the month and a number of splintered poles were replaced by new ones.

In the Drafting Department the 50 foot scale maps of the North Branch of the Chicago River were continued and the 200-foot scale map of same was completed. The following drawings were made: Maps of Conroy land near Chanahon; copy of Seddon's flow diagram of the Illinois River; profile from Controlling Works at Lockport to Patterson Island; and sundry maps for Gaylord lawsuit at Joliet.

The plans for the substructure of the Loomis and Eighteenth Street Bridges were revised and specifications for same completed. A revised plan of the location of the Loomis Street Bridge was prepared. The plans for the Canal Street Bridge were received and checked for solenoid supports and for new support of north operator's house injured by a boat. Some work was done in connection with the making of plans for the Harrison Street temporary bridge and were nearly completed. Work on the revision of the plans for the Harrison Street permanent bridge was carried on with a view to lessening the cost of same.

In addition to the work reported above, the engineer corps continued taking and recording hydraulic measurements, in computing estimate notes, in carrying on operations in the Illinois River Valley, in inspecting bridge work, in preparing information and acting as witnesses for the Law Department, and in making surveys, etc.

I estimate the expenses of this department for the month of November will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned by Contractors During October, 1902.

CLASSIFICATION.	CHICAGO RIVER.		Main Channel Bridges	Joliet Project.	Water Power Development.	Totals.
	Dredging, Docking, Etc.	Bridges.				
Chicago River dredging, docking, etc	$12,305 50					$12,305 50
State Street Bridge, Chicago River		$39,198 00				39,198 00
Randolph Street Bridge, Chicago River		4,281 20				4,281 20
Canal Street Bridge, Chicago River		5,581 36				5,581 36
Main Street Bridge, Chicago River		1,255 00				1,255 00
Ashland Avenue Bridge, Chicago River		50 00				50 00
Pan Handle Temporary Bridge, Main Channel, Section O			$—5.00			—5 00
Belt Railway Company of Chicago's Permanent Bridge, Main Channel, Section K			1,597 26			1,597 26
Section 17				$3,743 46		3,743 46
Water power development at Lockport and Hickory Creek					$8,673 64	8,673 64
Totals	$12,305 50	$50,365 56	$1,592 26	$3,743 46	$8,673 64	$76,680 42

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF OCTOBER, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Capitalization and Maintenance of Bridges.
	Salaries.	Supplies, Etc.	Total.		
Maps and Plans for General Use	$ 255 50	$ 6 84	$ 262 34	.....	.....
Chicago River Surveys	150 42	9 30	159 72	.....	.....
Right of Way	381 33	13 73	395 06	.....	.....
Hydraulic Measurements	115 00	64 32	179 32	.....	.....
Mortar, Sand and Cement Tests	243 75	.....	243 75	.....	.....
Photographs of Works	125 00	38 31	163 31	.....	.....
Thirty-ninth Street Conduit and Pumping Plant	222 50	.....	222 50	.....	.....
Illinois Valley Work	522 25	113 01	635 26	.....	.....
Chicago River Dredging, Docking, etc., North Branch	.....	74	74	.....	.....
Chicago River Dredging, Docking, etc., South Branch	1,007 50	88 18	1,095 68	$ 10,711 75	.....
State Street Bridge, Chicago River	551 96	186 08	738 04	25,580 75	.....
Dearborn Street, Bridge, Chicago River	80 87	8 70	89 57	.....	.....
Randolph Street Bridge, Chicago River	797 17	81 10	878 27	3,168 54	.....
Harrison Street Bridge, Chicago River	511 45	45 05	556 50	.....	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	40	40	.....	.....
Eighteenth Street Bridge, Chicago River	111 05	56 84	167 89	.....	.....
Canal Street Bridge, Chicago River	304 28	15 14	319 42	5,581 36	.....
Main Street Bridge, Chicago River	238 75	29 82	268 57	1,255 00	.....
Loomis Street Bridge, Chicago River	312 71	65 11	377 82	.....	.....
Ashland Avenue Bridge, Chicago River	316 80	15 36	332 16	50 00	.....
Main Channel and River Diversion Excavation, etc.	.....	15 00	15 00	.....	.....
Pan Handle Temporary Bridge, Main Channel, Section "O"	.....	.....	.....	—5 00	.....
Kedzie Avenue Permanent Bridge, Main Channel, Section "N"	.....	.....	.....	.....	$ 12 50
Belt Ry. Co. of Chicago's Permanent Bridge, Main Channel, Section "K"	.....	.....	.....	1,597 26	.....
Controlling Works and Joliet Project	.....	.....	.....	3,743 46	.....
Water Power Development at Lockport	799 20	161 60	960 80	8,472 20	.....
Water Power Development at Hickory Creek	680 01	114 89	794 90	201 44	.....
Totals	$ 7,727 50	$1,129 52	$ 8,857 02	$60,356 76	$ 12 50

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done by Contractors During October, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	Masonry and Concrete. Cu. Yds.	Piles. Lineal Feet.
Chicago River, dredging, docking, etc.	50,000	.....	.....
State Street Bridge, Chicago River	2,500	200	13,000
Randolph Street Bridge, Chicago River	.....	.....	4,385
Main Street Bridge, Chicago River	.....	.....	3,040
Totals	52,500	200	20,425

REPORT ON BIDS FOR SUB AND SUPERSTRUCTURE OF BRIDGE CROSSING THE CHICAGO RIVER AT LOOMIS STREET AND AWARDING OF CONTRACTS.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to the bids received for supplying and erecting the sub and superstructure of the bridge crossing the Chicago River at Loomis Street, presented and referred to the Committee at the meeting of the Board held November 5, 1902 (page 9038 of the Proceedings.)

The following is the report:

CHICAGO, November 26, 1902.

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

GENTLEMEN—The Committee on Engineering, to which was referred the matter of bids for supplying and erecting the substructure and superstructure for the bridge across the Chicago River at Loomis Street, herewith reports that it has carefully examined and considered the various bids submitted for the work mentioned as heretofore advertised and tabulated and finds that the lowest bidder upon each of said structures is as follows, respectively:

For supplying and erecting the substructure of said bridge, the Lydon & Drews Company of Chicago, Illinois.

For supplying and erecting the superstructure of said bridge, the Jackson & Corbett Company of Chicago, Illinois.

The Committee reports that each of said bidders is, in its opinion, responsible for the execution of said work, as heretofore mentioned, in the manner described in the advertisement, plans and specifications prepared by the Engineering Department, and therefore recommends that the contracts, respectively, for the performance of said work be let to the said above-named bidders, respectively, at the prices hereinafter stated, to-wit:

The contract for supplying and erecting the substructure for the bridge across the Chicago River at Loomis Street, to the Lydon & Drews Company at the following prices:

Excavation above —30, per cubic yard, 40 cents.

Excavation, retaining walls, per cubic yard, 40 cents.

Sheet piling, per 1,000 feet, B. M., $37.00.

Oak timber, per 1,000 feet, B. M., $50.00.

Pine foundation piles, delivered, per lineal foot, 15 cents.

Oak protection piles, delivered, per lineal foot, 20 cents.

Piles driven in foundation, per lineal foot, 10 cents.

Piles driven in protections and docks, per lineal foot, 10 cents.

Piles furnished and driven in cofferdams, per lineal foot, 25 cents.

Portland cement concrete above —30 per cubic yard, $5.50.

Natural cement concrete, per cubic yard, $4.50.

Portland cement concrete facing, per cubic yard, $12.00.

Erecting, etc., steel lining for pits, per pound, ½ cent.

Setting and erecting substructure metal, per pound, ½ cent.

Dredging in channel, per cubic yard, 30 cents.

Filling in approach, per cubic yard, 40 cents.

Removal of present superstructure, $500.00.

Removal of present substructure, $500.00.

Removal of old sewer, $250.00.

Arching and filling in old shaft of water tunnel, $250.00.

Extending water tunnel, per lineal foot, $50.00.

Eight-foot shaft in solid rock, per lineal foot, $50 00.

Eight-foot shaft in earth, per lineal foot, $50 00.

The contract for erecting the superstructure for said bridge across the Chicago River at Loomis Street, to Jackson & Corbett Company at the following prices:

Lump sum for superstructure, $121,620.00.

Steel lining for pits, per pound, 6½ cents.

Extra medium or soft steel, 6½ cents.

Extra iron casting, per pound, 5¾ cents.

Extra steel in track plates, per pound, 15 cents.

Extra steel castings, per pound, 15 cents.

Extra phosphor bronze, per pound, 41 cents.

Extra counterweight block castings, per pound, 5 cents.

Extra yellow pine or oak, per 1,000 feet, B. M., $60.00.

The Committee further recommends that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said contracts, respectively, in the form to be prepared according to said advertisement, plans and specifications, as soon as the same shall have been executed by the said companies above mentioned, respectively, for the work awarded to said companies and bonds shall have been furnished and approved by the Committee on Finance for the faithful performance of the said work by the Lydon & Drews Company, a bond in the sum of $15,000.00; and by the Jackson & Corbett Company a bond in the sum of $35,000.00; each of said bonds to be executed in proper form with a surety company acceptable to and approved by the Committee on Finance.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
WM. H. BAKER,
Z. R. CARTER,
A. J. JONES,
FRANK X. CLOIDT,
THOMAS J. WEBB,
WM. LEGNER,
FRANK WENTER,
Committee on Engineering.

(Accompanied by tabulated bids).

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

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

REPORT ON BIDS FOR THE SUB AND SUPERSTRUCTURE OF BRIDGE CROSSING THE CHICAGO RIVER AT EIGHTEENTH STREET AND AWARDING OF CONTRACTS.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to the bids received for supplying and erecting the sub and superstructure for the bridge crossing the Chicago River at Eighteenth Street, presented and referred to the Committee at the meeting of the Board held November 5, 1902, (page 9038 of the Proceedings).

The following is the report:

CHICAGO, November 12, 1902.

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

GENTLEMEN—Your Committee on Engineering, to whom was referred the matter of bids for supplying and erecting the substructure and superstructure for the bridge across the Chicago River at Eighteenth Street, herewith reports to your Honorable Body that it has carefully examined and considered the various bids submitted for the work mentioned, as heretofore advertised and tabulated, and finds that the lowest bidder upon each of said structures is as follows, respectively:

For supplying and erecting the substructure of said bridge, the Lydon & Drews Company, of Chicago, Ill.

For supplying and erecting the superstructure of said bridge, the Jackson & Corbett Company, of Chicago, Ill.

Your Committee reports that each of said bidders is, in its opinion, responsible for the execution of said work, as heretofore mentioned, in the manner described in the advertisement, plans and specifications prepared by the Engineering Department, and therefore recommends that the contracts, respectively, for the performance of said work be let to the said above named bidders, respectively, and at the prices hereinafter stated, to-wit:

The contract for supplying and erecting the substructure for the bridge across the Chicago River at Eighteenth Street, to the Lydon & Drews Company at the following prices:

Excavation above —30, per cubic yard, 40 cents.

Excavation, retaining walls, per cubic yard, 40 cents.

Sheet piling, per 1,000 feet, B. M., $37.00.

Oak timber, per 1,000 feet, B. M., $50.00.

Pine foundation piles delivered, per lineal foot, 15 cents.

Oak protection piles delivered, per lineal foot, 20 cents.

Piles driven in foundation, per lineal foot, 10 cents.

Piles driven in protections, etc., per lineal foot, 10 cents.

Piles furnished and driven in coffer-dam, per lineal foot, 25 cents.

Portland cement concrete above —30, per cubic yard, $6.00.

Natural cement concrete, per cubic yard, $5 00.

Portland cement concrete facing, per cubic yard, $12 00.

Erecting steel lining, per lb., ½ cent.

Setting and erecting substructure metal. per lb., ½ cent.

Dredging in channel, per cubic yard, 30 cents.

Filling in approach, per cubic yard, 40 cents.

Removal of present superstructure, $3,000.00.

Removal of present substructure, $3,000.00.

Removal of old sewer, $250.00.

Arching and filling in old shaft of water tunnel, $250.00.

Extending water tunnel, per lineal foot, $50.00.

Eight-foot shaft in solid rock, per lineal foot, $50.00.

Eight-foot shaft in earth, per lineal foot, $50.00.

The contract for erecting the superstructure for said bridge across the Chicago River at Eighteenth Street, to the Jackson & Corbett Company at the following prices:

Lump sum for superstructure, $115,870.00.

Steel lining, per pound, 6½ cents.

Extra medium or soft steel, per pound, 6½ cents.

Extra iron castings, per pound, 5¾ cents.

Extra steel in track plates, per pound, 15 cents.

Extra steel castings, per pound, 15 cents.

Extra phosphor bronze, per pound, 41 cents.

Extra counterweight block castings, per pound, 5 cents.

Extra yellow pine or oak, per 1,000 feet, B. M., $60.00.

The Committee further reports that the President and Clerk of the District be authorized and directed to execute, on behalf of the District, said contracts respectively, in the form to be prepared according to said advertisement, plans and specifications, as soon as the same shall have been executed by the said companies above mentioned, respectively, for the work awarded to said companies, and bonds shall have been furnished and approved by the Committee on Finance for the faithful performance of the said work by the Lydon & Drews Company, a bond in the sum of $15,000; and by the Jackson & Corbett Company, a bond in the sum of $35,000; each of said bonds to be executed in proper form with a surety company acceptable to and approved by the Committee on Finance of the Sanitary District of Chicago.

Respectfully submitted,

JOS. C. BRADEN,
Chairman,

WM. H. BAKER,
Z. R. CARTER,
THOMAS J. WEBB,
FRANK X. CLOIDT,
WM. LEGNER,
A. J. JONES,
FRANK WENTER,
Committee on Engineering.

(Accompanied by tabulated bids.)

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

CLERK DIRECTED TO RETURN CHECKS DEPOSITED WITH BIDS.

In connection with the above reports from the Committee on Engineering, Mr. Braden, seconded by Mr. Wenter, moved that the Clerk be authorized and directed to return all other checks deposited by the respective bidders for the sub and superstructures for the bridges at Loomis and Eighteenth Streets.

The motion prevailed unanimously and it was so ordered.

REPORT TRANSMITTING DRAFT OF AGREEMENT WITH THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF ILLINOIS FOR A RIGHT OF WAY.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee with reference to, and accompanied by, a draft of agreement with the American Telephone and Telegraph Company of Illinois for a right of way over, along and upon the west section lines of Sections six (6) and seven (7), in the Township of Stickney, Cook County, Illinois.

The report is as follows:

CHICAGO, November 26, 1902.

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

GENTLEMEN—Your Committee on Engineering herewith reports that application has been made by the American Telephone and Telegraph Company of Illinois for a right of way over, along and upon the west section lines of Sections 6 and 7, in Township of Stickney, Cook County, Illinois, and that consideration has been given to such application by the Committee, and the terms of an agreement discussed between the Committee and the representatives of said Company, and a draft of the same prepared which is satisfactory to the Company, and which fully protects the rights of the District.

The Committee, therefore, presents such draft of ageement, the same having been approved by the Attorney for the Board, and recommends that the same be approved by your Honorable Body; and that the President and Clerk of the District be authorized and directed to execute such agreement on behalf of the District when the same shall have been executed by the President and Secretary of said company.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.

Z. R. CARTER,
FRANK X. CLOIDT,
WM. LEGNER,
ALEX. J. JONES,
THOMAS J. WEBB,
FRANK WENTER,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The following is the draft of agreement with the American Telephone and Telegraph Company of Illinois:

This Agreement, made this....day of.. ..... 1902, between the Sanitary District of Chicago, a corporation hereinafter called the "District," party of the first part, and the American Telephone and Telegraph Company of Illinois, a corporation duly incorporated under the laws of the State of Illinois, hereinafter called the "Company," party of the second part; witnesseth that,

WHEREAS, The said District is the owner in fee of certain lands and premises in Township of Stickney, County of Cook and State of Illinois, situate, lying and being in Sections six (6) and seven (7) of said township and county aforesaid and traversing which lands, as appears by the records of said District, are the Main Channel and certain adjuncts or collateral works of said District; and

WHEREAS, The said Company is desirous of erecting and maintaining a telephone and telegraph line, from south to north, over and along and upon the west section line of said before mentioned sections, the fee to a portion of which is in said District as aforesaid

and has acquired all franchises and consents necessary to the erection and maintenance of such line, excepting only the necessary consent of District, which it is desirous of obtaining; and

WHEREAS, Said District is willing to permit the erection and maintenance of such telephone or telegraph line by said Company, provided that said District shall never suffer any loss or damage to its Main Channel or any of its property or works or to the operation of the same, or any part thereof, or any hindrance to the fulfillment of its corporate purposes by reason of the construction, maintenance or operation of the lines of said Company, and said Company is willing to acquire such consent upon such conditions.

Now therefore, Said parties each, in consideration of the mutual undertaking and obligations hereof, have covenanted and agreed and by these premises do hereby covenant and agree as hereinafter set forth, to-wit:

1. That upon the binding execution hereof by said Company and the erection of a telephone and telegraph line by said Company in conformity herewith, and the approval by the Chief Engineer of said District of the location thereof, right, privilege and authority is hereby granted to said Company, its successors and assigns, by said District to construct, operate and maintain a line of telephone and telegraph over and along and upon the premises before mentioned and particularly described over the portion of which said District is the owner in fee.

2. Said Company shall not place any poles or other obstructions of any kind for the carrying of wires or for any purpose of such line within a distance of one hundred and seventy-five (175) feet from the center line of the Main Channel, and shall not erec more than one row of poles or supports for the wires of said line and none of the wires shall be within seventy-five (75) feet from the surface of the ground within such distance.

3. Whenever in the discretion of the Board of Trustees of said District, it is deemed desirable for any purpose that said wires or any part of said line be moved, the same shall be moved by the Company as directed by said Board of Trustees, or whomsoever they may authorize to direct such removal.

Whenever the Board of Trustees shall so elect, said Company shall elevate or depress or place under the ground or under the Main Channel any or all of its wires as directed by said Board, and said Board may, for any enlargement, widening or deepening of the Main Channel of said District, change in plan, or for any other reason, require such further changes in said line by the Company, from time to time, as they may in their discretion determine.

5. The Sanitary District undertakes no liability whatever to said Company in regard to the excavation or operation of its said Channel or any of its collateral works or adjuncts, and neither said District nor any of its contractors or employes shall be liable for any injury to said line by reason of blasting or for any other injury caused by their labor or operations. And the right, privilege and authority hereby granted to said Company shall in nowise limit the discretion of said District or its complete control of said Main Channel or any of its works or property or any of its corporate actions.

6. All the work done by said Company in constructing, changing or repairing said line shall be subject to the approval of the Chief Engineer of said District, and before proceeding upon the construction of said line across said Main Channel, said Company shall submit its plans therefor to the Chief Engineer of the Sanitary District that it may be determined that the construction of said line does not violate any provisions of this agreement.

7. Said line and any repairs, renewals or changes thereof or therein shall be made in a safe and secure manner, and said Company shall be liable to the District for any damage which may be occasioned to it by reason of the falling of the wires or poles, or because of any imperfection or breakage in said line, or any negligent mangement or operation thereof.

8. In case of any falling of wires or other obstruction to the Main Channel or any interference with the purposes of the said District by said line, said District, or its Chief Engineer, shall have power to cut the wire or wires or do any other matter or thing necessary to remove such obstruction without liability therefor on the part of said District.

9. The said Company shall, in case of any breakage, imperfection or interference of said line or any part thereof with said Main Channel, or with the District in the execution of any of its corporate purposes, immediately repair, correct or change its said line so as to repair or correct such breakage, imperfection or interference, and in case of its failure so to do, the said District, or its Chief Engineer, may, in its or his discretion, make the necessary repairs, corrections or changes, and the expense thereof shall constitute a liability of said Company to the said District, payable on demand.

10. To enforce the provisions hereof or any action or order of the Board of Trustees or of the Chief Engineer of said District in relation thereto, or to said line, upon a failure by said Company to comply with any of the provisions hereof or any such action or order, and such

failure continuing ten days, the District, acting by its Board of Trustees, or whomsoever they may authorize, shall have power, upon serving a notice of its election so to do upon any officer or agent of said Company, to cancel this contract and all rights conferred hereby or given pursuant hereto, and thereupon said District may remove said line and any property of said Company from any of the land or premises of the District at the expense and charge of said Company, and all such rights shall cease.

11. Said Company shall be liable to the District for all the expenses of whatever kind or nature which may be occasioned to the District by reason or in consequence of its being a party to this agreement.

12. The Sanitary District shall not be liable to said Company for any damage occasioned to it by the excavation or construction of said Main Channel or any of its collateral works, adjuncts or appurtenances, or the operation of the same or of any of them or of any part thereof, it being intended hereby that said Sanitary District shall never suffer any loss or damage to its Main Channel or any of its property or any hindrance to the fulfillment of its corporate purposes by reason of the construction and operation of the lines of said Company.

This agreement shall be binding upon and inure to the benefit of said parties, their successors and assigns.

In Witness Whereof, the said Sanitary District has caused these presents to be signed in its corporate name by its President and its corporate seal to be hereto affixed by its Clerk, and said Company has caused its common seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary on the day and year first above written.

[SEAL.] .....

By ....

Attest: *President.*

.....

Clerk.

[SEAL. .....

By ....

Attest: *President.*

....

Secretary.

REPORT ON BIDS FOR FOUR PER CENT CURRENCY BONDS (THIRTEENTH ISSUE.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to, and accompanied by the bids for the purchase of bonds, presented and referred to the Committee at the meeting of the Board held November 19, 1902, (page 9053 of the Proceedings); the report recommending that the bid of the Illinois Trust and Savings Bank of Chicago, for the entire issue of $1,500,000 00 four per cent currency bonds (thirteenth issue) be accepted.

The report is as follows:

CHICAGO, November 26th, 1902.

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

GENTLEMEN—The Committee on Finance, to which was referred the matter of the purchase of the four per cent bonds of the Sanitary District of Chicago (being the thirteenth issue), herewith recommends that the bid in the sum of $1,515,323:00, of the Illinois Trust and Savings Bank be accepted, the same being the highest and best bid and the most favorable to the District, and that the President and Clerk be authorized and directed to execute the several bonds for said issue and deliver the same to the Treasurer, and that the Treasurer be authorized and directed to deliver the entire issue of said bonds to the said highest and best bidder, the said Illinois Trust and Savings Bank, upon the payment to him of the amount of said bid.

The Committee further recommends that the Clerk of the District be directed to deposit the check of said Illinois Trust and Savings Bank in the sum of $45,000 00 with the Treasurer of the District, said sum to apply on the purchase price of said thirteenth issue of bonds, said check having accompanied the bid of said Illinois Trust and Savings Bank for the purchase of said bonds.

And the Committee further recommends that the Clerk of the District be directed to return the check of the First National Bank in the sum of $45,000.00, said check having been deposited with the joint bid of the First National Bank, the Merchants' Loan and Trust Company, N. W. Harris & Company and Farson, Leach & Company

for the purchase of the said thirteenth issue of the said above described bonds.

Respectfully submitted,

Z. R. CARTER,
Chairman,
WM. H. BAKER,
J. C. BRADEN,
THOMAS J. WEBB,
FRANK X. CLOIDT,
ALEX. J. JONES,
THOMAS A. SMYTH,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

(Accompanied by the bid of the Illinois Trust and Savings Bank and the joint bid of the First National Bank, Merchants' Loan and Trust Co., Farson, Leach & Co., and N. W. Harris & Co.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

COMMUNICATION FROM THE GLUCOSE SUGAR REFINING COMPANY.

The Clerk presented and read a communication from the Glucose Sugar Refining Company, referring to the construction of the new dock at Taylor and Beach Streets.

The communication, by unanimous consent, was referred to the Committee on Engineering.

RESOLUTION DIRECTING THE ATTORNEY FOR THE BOARD TO FILE A CERTAIN STIPULATION AND AGREEMENT IN THE CONDEMNATION SUIT OF THE SANITARY DISTRICT VS. THE PEOPLES GAS LIGHT AND COKE COMPANY, ET AL.

Mr. Jones presented the following resolution:

Resolved, That the Attorney for the Sanitary District of Chicago be and is hereby authorized and directed to file in the Circuit Court of Cook County, Illinois, the following stipulation and agreement of the Sanitary District of Chicago:

STATE OF ILLINOIS, } ss. 228792.
County of Cook, }

In the Circuit Court of Cook County:

The Sanitary District of Chicago vs. The Peoples Gas Light and Coke Company; Chicago Gas Light and Coke Company; The Fidelity Insurance, Trust and Safe Deposit Company of Philadelphia, Penna., Trustee; Union Trust Company of New York, Trustee; Central Trust Company of New York, Trustee; The Farmers' Loan and Trust Company of New York, Trustee; Wadislaw Jeschke; John Jeschke; Fred L. Amphlett; Geo. E. L. West; William West; Unknown Owners of Bonds and Unknown Owners and Parties in Interest.

1. It is hereby stipulated and agreed by the petitioner, the Sanitary District of Chicago, that in the performance and execution of the work of widening and deepening the Chicago River, by the Sanitary District of Chicago, and in excavating the property described as follows:

That part of Lot five (5), Blocks five (5) and six (6) in 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 Principal Meridian, lying northwesterly of the following described line:

Beginning at a point in the northeasterly line of South Loomis Street, three hundred and three and eighty-seven one-hundredths (303.87) feet distant from the southwest corner of said Lot five (5) measured in northwesterly direction along said northeasterly line of South Loomis Street; running thence northeasterly to a point in the dividing line between Lots one (1) and two (2), in said Blocks five (5) and six (6), four hundred thirteen and eleven one-hundredths (413.11) feet distant from the southwest corner of said Lot one (1), measured along said dividing line, containing four thousand three hundred seventy-two and thirty one-hundredths (4,372.30) square feet, more or less.

Also that part of Lot five (5), Blocks five (5) and six (6), in Canal Trustees' Subdivision of the blocks in the south fractional half of Section twenty-nine (29), Town-

ship thirty-nine (39) north, Range fourteen (14) East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point in the northeasterly line of South Loomis Street, three hundred three and eighty-seven one-hundredths (303.87) feet distant from the southwest corner of said Lot five (5), measured in a northwesterly direction along said northeasterly line of South Loomis Street; running thence northeasterly for a distance of twenty-seven and five-tenths (27 5) feet along a line which intersects the dividing line between Lots one (1) and two (2) in said Blocks five (5) and six (6) at a point four hundred thirteen and eleven one-hundredths (413.11) feet distant from the southwest corner of said Lot one (1), measured along said dividing line; running thence southeasterly on a straight line to a point on said northeasterly line of South Loomis Street one hundred ninety-seven and eighty-seven one-hundredths (197.87) feet distant from said southwest corner of said Lot five (5); running thence northwesterly along said northeasterly line of South Loomis Street, to the point of beginning; containing one thousand four hundred thirty-one (1,431) square feet, more or less, situated in the City of Chicago, County of Cook and State of Illinois; containing a total of five thousand eight hundred and three and thirty one-hundredths (5,803.30) square feet.

The Sanitary District of Chicago will so perform or execute said work as to cause no damage or injury, direct or indirect, to the gas holder and foundations thereof of The Peoples Gas Light and Coke Company, now situated upon said Lot five (5).

2. And the Sanitary District of Chicago further stipulates and agrees that in reconstructing or rebuilding the new dock on the dock line of said Lot five (5), as it will be after the said land has been excavated by the Sanitary District of Chicago, and being the parcel of land which is proposed to be taken for the widening and deepening of said river in the above entitled cause, said the Sanitary District of Chicago will take the necessary steps, precaution and procedure to prevent the slipping of the soil under or surrounding the foundations to the said gas holder, and that said the Sanitary District of Chicago, in driving piles or in any other way connected with the reconstruction of said dock, or the excavation of said parcel of land, will not injure, damage or destroy, directly or indirectly, the said gas holder and foundations thereof, so situated as aforesaid upon said Lot five (5).

3. And the Sanitary District of Chicago further stipulates and agrees that the construction of the bridge and approaches thereto and the installation of machinery and work in connection with said bridge, shall be so performed and executed as not to directly or indirectly injure, damage or destroy, or in any manner injuriously prejudice or affect, the said gas holder and foundations thereof, so situated on said Lot five (5).

4. And the Sanitary District of Chicago further stipulates and agrees that in the event the said gas-holding tank or the foundations thereof, or any part or portion thereof, be injured, damaged or destroyed, as the result or effect, directly or indirectly, of the excavation of said parcel of land, or the widening or deepening of said Chicago River, or the driving of piles, or the construction of the new dock herein provided to be constructed by the Sanitary District of Chicago, or the construction of the bridge or approaches thereto, or the installation or operation of the machinery installed, or used in connection therewith, or of any other work in connection with the said bridge and the erection, installation or operation thereof, the said petitioner, the Sanitary District of Chicago, hereby promises, covenants and agrees to pay all damage or injury thus occasioned, upon the ascertainment and determination thereof.

5. It is further stipulated and agreed by the Sanitary District of Chicago, the petitioner herein, that upon the entry of judgment in the above entitled cause, in favor of the petitioner, the Sanitary District of Chicago will excavate that part of Lot five (5) in Blocks five (5) and six (6) of Canal Trustees' Subdivision, as described in its petition and amendments thereto, with all reasonable dispatch and diligence, and that when the said land has been excavated, as shown upon the petitioner's plat filed herewith, it will then construct upon the dock line of said Lot five (5) (as it will be after the portion is excavated which is sought to be acquired)

a dock in accordance with the standard specifications of the Sanitary District of Chicago for timber docks built and to be built by it on the Chicago River, a copy of which is hereto attached, and that it will cause said dock to be built and constructed free of all cost to the said defendants, or any of them, and within as short a time after the completion of said excavation as is practicable and consistent with the prosecution of said work.

6. It is further stipulated and agreed by the petitioner, the Sanitary District of Chicago, that this stipulation may be entered as a matter of record in this Court and made a part of the final order for possession when the same is entered herein.

(The following are the standard specifications of the Sanitary District of Chicago for timber docks, referred to above):

TIMBER DOCKS.

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 tripple-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 at which cap is to be put on) and capped with one course of white or burr oak, at least twelve by twelve (12x12) 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-quarters (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 by twelve (4x12) inches white oak filler, overlapping the splices in the cap, making the cap practically twelve by sixteen (12x16) inches white oak. There will be four ten by three-eights (10x⅜) 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.

Back Logs.

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 by twelve (10 x 12) inches Norway pine or twelve by twelve (12x12) 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. Sound oak piles which have been removed from old docks may also be used for this purpose.

Stringers or Trimmers.

9. Stringers or trimmers, to support the dock sheeting, shall be three (3) in number. One stringer four by twelve (4x12) 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 end of plank. One six by twelve (6x12) inch pine shall be placed two (2) feet below Chicago city datum, and one eight by

twelve (8x12) inches pine shall be placed twelve (12) feet below Chicago city datum as mud sill.

Triple Lap Sheet Sheeting.

10. 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 by three-eighths (10x⅜) inches 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 (3) inches in depth, shall be driven in close contact with each other and with the stringers or trimmers. To draw the Wakefield sheeting 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 and 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.

Tie Rods.

11. Tie rods, generally 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 in 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.

Wales.

12. A white or burr oak wale twelve by twelve (12x12) 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 estimates or payments for such cleaning up and finishing.

14. In case local conditions demand occasional modifications in length of 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 protection 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.

Timber.

15. All timber and plank used shall be of best quality, sound and merchantable, and free from all defects that would make it unfit for first-class dock work.

Iron.

16. All wrought iron shall be of the best double refined American bar iron, tensile strength not less than forty-eight thousand (48,000) lbs. per square inch, capable of bending cold to a right angle around rod of its own diameter without flaw.

Drift Bolts and Rods.

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 upo

itself cold. Steel rods shall be rolled of full length required and the heads and screw ends made by upsetting the rod.

Piles.

18. 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 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 behind back log if necessary for this purpose. Fair bearings shall be provided wherever 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.

In this connection, Chief Engineer Isham Randolph, who was present, made the following statement, which was ordered printed in the Proceedings:

"I am firmly of the opinion that there is no danger of any damages resulting from this work."

Mr. Jones, seconded by Mr. Cloidt, thereupon moved the adoption of the resolution as read and shown above.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

RESIGNATION OF CLERK A. R. PORTER.

The Clerk presented and read the following resignation:

CHICAGO, November 26, 1902.

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

GENTLEMEN—Having been elected to the position of Clerk of the Appellate Court for the First District of Illinois, I beg leave to tender my resignation as Clerk of the Sanitary District of Chicago, same to take effect at the close of office hours of the Sanitary District, on the first day of December, 1902. My reason for being so explicit as to the hour of the acceptance of my resignation is, that under the law I must enter upon the duties of my office as Clerk of the Appellate Court on the first day of December, and on account of the last issue of Sanitary District bonds being dated and executed on the first day of December, and having my name as Clerk upon the coupons, it becomes necessary for me to affix my signature in an official capacity on the first day of December, the date of said bonds.

In severing my connection with the Sanitary District, I desire to say that I do so with deep regret, because of the pleasant relationship that has existed during my term of office, and I wish to thank the Trustees, officers and employes for the very courteous treatment that I have received.

Very respectfully submitted,

A. R. PORTER.

Mr. Braden, seconded by Mr. Baker, moved that the resignation of Mr. A. R. Porter, be accepted.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

In connection herewith, Mr. Braden presented and read the following resolution:

WHEREAS, The Board of Trustees of the Sanitary District of Chicago receives with regret the resignation of A. R. Porter, this day tendered, as Clerk of the Sanitary District; and

WHEREAS, The Board of Trustees recognizes in Mr. Porter 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 tenure of office; therefore be it

Ordered, That the Board of Trustees of the Sanitary District of Chicago, in accepting the resignation today received, desires to, and does hereby, express its deep appreciation of the constant fidelity of Mr. Porter as an exemplary public servant, and its 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

the new field of labor in which his official services shall be henceforth directed; and be it

Ordered, Further, That these resolutions be spread upon the records of this Board, and an engrossed copy thereof transmitted to Mr. Porter by the Clerk of the Sanitary District.

Mr. Braden, seconded by Mr. Baker, moved the adoption of the resolution.

The roll being called, the motion was carried by the following vote:

Yeas— Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

ELECTION OF CLERK.

Mr. Legner placed in nomination Stephen D. Griffin for Clerk of the Sanitary District of Chicago, to succeed A. R. Porter, resigned; and moved, seconded by Messrs. Wenter and Baker, that Mr. Griffin be elected.

There being no other nominations, the Chair instructed the Clerk to call the roll, which resulted as follows:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine.

Nays—None.

The Chair thereupon declared Mr. Griffin duly elected Clerk of the Sanitary District of Chicago.

Mr. Jones, seconded by Mr. Baker, moved that Mr. Griffin assume his duties as Clerk of the Sanitary District on the approval of his official bond by the Committee on Finance.

The motion prevailed unanimously and it was so ordered.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF NOVEMBER, 1902.

(*Published in accordance with the resolution adopted by the Board January 3, 1902.*)

CLERICAL DEPARTMENT.

A. R. Porter, Clerk District	$ 333 33
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$ 100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
George A. Keller, Assistant Operator	90 00
	$ 550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$ 583 33
G. M. Wisner, Asst. Chief Engineer	300 00
Albert S. Crane, Principal Asst. Engineer	250 00
C. R. Dart, Assistant Engineer	200 00
W. M. McCartney, Asst. Engineer	200 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Instrument Man	150 00
J. P. Murray, Sub Instrument Man	125 00
Robt. I. Randolph, Sub Instrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelly, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
John D. Atkinson, Inspector	93 75
A. G. Monahan, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Ellen Hubbard, Stenographer	100 00
	$7,824 58

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	125 00
Patrick Flynn, Messenger	35 00
	$235 00

LAW DEPARTMENT.

James Todd, Attorney	$ 416 66
John S. Runnells, General Counsel	416 66

Seymour Jones, Principal Ass't Att'y..	$ 333 33
P. C. Haley, Special Counsel.....	333 33
Joseph J. Murray, 2nd Ass't Attorney..	166 66
Frank J. Pait, 3rd Assistant Attorney..	150 00
Frank Wenter, Jr., Clerk..... ..	125 00
W. H. Beebe, Jr., Clerk.....	125 00
James M. Quinlan, Clerk.....	125 00
Stephen D. Griffin, Special Agent	150 00
John W. Nadelhoffer, Right of Way....	150 00
Gerald S. Barry, Stenographer.....	100 00
Sara E. Riley, Stenographer.....	100 00
	$2,691 64

POLICE DEPARTMENT.

E. J. Coen, Marshal.....	$ 200 00
D. C. McCarthy, Sergeant.	100 00
Thomas Balcer, Patrolman..... ..	83 33
James Rott, Patrolman.....	83 33
Henry Hart, Patrolman.....	83 33
M. J. Hishen, Sergeant.....	100 00
J. R. Wiggins, Patrolman..... ...	83 33
John Pickert, Patrolman.....	83 33
John L. Collins, Patrolman.....	83 33
William A. Vail, Patrolman.....	83 33
Frank DeLaby, Patrolman.....	83 33
John Morton, Patrolman.....	83 33
Fred J. Schwindler, Patrolman.....	83 33
Joseph A. White, Patrolman.....	83 33
James E. Laingor, Patrolman.....	83 33
John Fitzsimmons, Patrolman.....	83 33
Charles Wirth, Patrolman.....	83 33
Charles J. Frank, Patrolman	83 33
Samuel P. Luzzo, Patrolmam.....	83 33
	$1,733 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer.....	$208 33
S. P. Blount, Assistant Treasurer.....	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee.....	$250 00
Joseph C. Braden, Trustee.....	250 00
Zina R. Carter, Trustee.....	250 00
Frank X. Cloidt, Trustee....	250 00
Alexander J. Jones, Trustee.....	250 00
William Legner, Trustee.....	250 00
Thomas A. Smyth, President of Board..	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

ADJOURNMENT.

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

A. R. Porter.
CLERK

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 2, 1902.

OFFICIAL RECORD.

Published by author ity of the Board of Trustees o the Sanitary District of Chicago.

ANNUAL MEETING.

The Thirteenth Annual Meeting of the Board of Trustees of the Sanitary District of Chicago was held in the rooms of the Board, Security Building, Tuesday, December 2, 1902, at two o'clock P. M., persuant to the Rules.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present—Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Smyth, Webb and Wenter—Nine members.

The Board was then called to order.

PRESIDENT'S ANNUAL MESSAGE.

President Smyth presented his annual message, which was read by the Clerk, and is as follows:

CHICAGO, December 2. 1902.

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

GENTLEMEN—In the year which closes today the Trustees of this Board may look back with much satisfaction at the progress which has been made in bringing the enterprise committed to the Sanitary District of Chicago more nearly to its perfect consummation.

As presiding officer of your Honorable Body, I desire to express my sincere thanks to the Trustees who have co-operated so earnestly in the successful administration of the affairs of the District during the past year, and to congratulate you upon the progress we have made.

Much of the work of the District for the year past has been directed toward improving the Chicago River by deepening and

widening the same and by building new bridges in lieu of old ones, which formed obstructions to the flow of water in the river.

The progress on the Chicago River improvement has been steady. Docking has followed closely upon the acquisition of property, and the past season's work shows 2,158 lineal feet added to the previous amount of 3,757 lineal feet, giving a total of 5,913 feet of the most substantial docking ever constructed along the Chicago River. Within the season just ending in the process of dredging and deepening, 257,554 cubic yards of material has been removed from the river, at a cost of 25½ cents per cubic yard, or $65,676.27; in addition to which 1357 cubic yards of solid rock has been removed from the South Branch of the South Fork to restore navigable depths which had been obtained as the result of work done by the United States Government prior to the opening of the Sanitary Channel.

The close of the present year will see three bascule bridges in service, namely, Canal Street, Main Street and Ashland Avenue, and the bridges at State and Randolph Streets far on the way to completion. Legal complications at Harrison Street have so retarded the work of bridge construction there, that, as a relief to a long suffering public, a temporary pontoon bridge has been ordered for use at that crossing and will soon afford a much needed passage to users of Harrison Street. The contracts for a new bascule bridge at Eighteenth Street, the time limit on which is fifteen months, have been awarded, and the award will be made for a new bridge at Loomis Street of the same type, as soon as certain rights of way are acquired.

The right of the Sanitary District to ownership in water power "incidentally created" has been abundantly established in the lower courts, and already much work has been done preparatory to great development at Lockport. The work commenced at Hickory Creek prior to injunction proceedings, which caused its suspension, now awaits the orders of this Board for its early resumption.

The work on the intercepting sewer system, so vital to the success of the Sanitary District project, is being prosecuted by the City of Chicago. We learn from the Engineer in charge that fifty (50) per cent of the intercepting sewer system on the south side is completed; and that but 71 feet of the Thirty-ninth Street conduit remains to be completed. The contract for the pumps, which are to lift the sewer into this conduit, have been placed by the City with the Allis-Chalmers Co., and this District has placed the contract for the pumps for supplying pure water from the lake with the same firm. It may be of interest to note that the service required from these pumps is greater than was ever before attempted. Each of the two pumps is to deliver 40,000 cubic feet per minute. These two plants (that to be furnished by the City and that to be furnished by this District) are to be both under one roof, and a satisfactory agreement has been reached between the City and the District as to the division of cost of foundations, intake and house. On the North Side, we are advised that the intercepting sewers are completed, but that no progress has been made upon the Lawrence Avenue Conduit, which remains as it was a year ago. This condition is due to the failure of the original contractors and to resulting legal complications. These delays, however, should not cause any neglect on our part to secure necessary lands and prosecute the work of deepening the North Branch as far north as the site of the proposed Lawrence Avenue Pumping Station, for, be it remembered, the purpose of this work is to lessen the head against which the Lawrence Avenue pumps must work and thus reduce the cost of operation, a cost which this District must bear always. No adjustment of the vexed question of the relations of the Calumet region to this District has yet been arrived at and it must be ever remembered that until the sewage from the large area is directed from the lake the perfect accomplishment will never be attained of the great design of the Sanitary District for purification of Chicago's water supply.

At the present time there are outstanding against the Sanitary District bonds to the amount of $16,300,000.00. There is now in the Treasury of the District the sum of $2,391,123.43. The assessed valuation of the property within the bounds of the Sanitary District for the year 1902, as nearly as

can now be ascertained, will be about $382,800,000.00, which will permit us to increase our bond issue $2,840,000.00, which, with the sum now in the Treasury, makes the available working capital of the District $5,231,123.43.

The examination of abstracts of title to all the property necessary for the use of this District on the South Branch of the Chicago River, extending from Randolph Street to Robey Street, has been made by the Legal Department. On account of the destruction of the Records of Cook County, in many instances the written abstracts obtained from the Recorder of Cook County, and the Chicago Title & Trust Company had to be supplemented by a personal examination of the property to ascertain who was in possession and what claims they made to the property, and also in addition to the above, facts had to be learned from persons acquainted with conditions along the South Branch of the Chicago River many years ago. The investigation made by that Department developed the fact that a considerable portion of the property which this District desired to acquire was claimed by private individuals who had questionable title thereto. That is particularly true of Section 9, Township 39, and Section 29 in the same Township. In Section 9 large encroachments were made upon the river by docking out into it and filling in back of the docks, and in Section 29, the State is the owner of a strip of land 16 feet in width on the east bank of the South Branch of the river extending from the north line of Section 29 to the south line of Section 29, which property this District has a right to use for widening the river, if it is able to maintain the claim that the tow-path is property which in fact belongs to the State. Maps and evidence which the Legal Department believes to fully establish these encroachments and the existence of the 16-foot tow-path, have been procured, and the District hopes to save many thousands of dollars which it would otherwise have to pay to private individuals who claim to own the property absolutely and in fee simple.

Condemnation suits are now pending for the acquisition of all property not heretofore acquired by purchase and necessary to widen the South Branch of the river. Arrangements have been made for an early trial of the cases, and everything has been done by the Legal Department to have the cases tried and disposed of at the earliest practicable time.

There are many cases pending in the several courts of Cook County against this District and its contractors. Many of the cases have been disposed of during the last year, and in each instance, except one, with graitfying results to the District. The case of McMahon & Montgomery was decided adverse to the contention of the Legal Department, and that case has been appealed to the Appellate Court, where it is now pending and undetermined.

A large number of suits have been commenced against the District in the courts of Will County for damages alleged to have been occasioned by overflow. The Legal Department is giving the cases prompt and proper attention. Many new and novel questions have arisen with reference to the rights of the District, and two of the cases tried in the Will County Circuit Court have been appealed to the Appellate Court for the purpose of having questions of law decided by which the District may in the future be guided.

It is a pleasure to us to know that the recent effort of a private syndicate to deprive this District of the valuable water power at Joliet was unsuccessful. In a hotly contested case at Joliet the Sanitary District obtained a judgment, the effect of which was to save to the District and the taxpayers a water power of very great value.

In Fulton County two cases are pending to enjoin this District from removing the dams at Henry and Copperas Creek. Answers have been filed which fully set out the rights of this District, as it sees them, to remove the dams and at the same time continue and preserve the navigation of the Illinois River.

The case pending in the Supreme Court of the United States, brought against the State of Illinois by the State of Missouri, is yet undetermined. A commissioner, however, has been appointed to take the evidence, which, under the rule of that Court, must be closed by both parties by the first of July, 1903.

Respectfully submitted,

THOMAS A. SMYTH,

President.

At the conclusion of the reading of the message, Mr. Jones, seconded by Mr. Baker, moved that the same be received, printed in the Proceedings and placed on file; and that five hundred pamphlet copies thereof be printed for distribution.

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter —Eight.

Nays—None.

Mr. Smyth then called Vice-President Cloidt to the chair.

ELECTION OF PRESIDENT OF THE BOARD.

The Chairman announced that the next order of business was the election of President and Vice-President of the Bord.

Mr. Baker nominated Mr. Thomas A. Smyth for President of the Board for the ensuing year.

The nomination of Mr. Smyth was seconded by Mr. Braden.

There being no other nominations, the Chair instructed the Clerk to call the roll on the election of President, which resulted as follows:

For Mr. Thomas A. Smyth — Messrs. Baker, Braden, Carter, Cloidt, Jones, Legner, Webb and Wenter—Eight.

The Chairman thereupon declared Mr. Thomas A. Smyth to be duly elected President of the Board of Trustees of the Sanitary District of Chicago for the ensuing year.

Mr. Cloidt called Mr. Smyth to the chair, who then thanked the members for the honor conferred upon him.

ELECTION OF VICE-PRESIDENT.

Mr. Jones nominated for Vice-President of the Board for the ensuing year Mr. Frank X. Cloidt.

The nomination of Mr. Cloidt was seconded by Messrs. Legner and Wenter.

There being no other nominations the Chair instructed the Clerk to call the roll on the election of Vice-President, which resulted as follows:

For Mr. Frank X. Cloidt — Messrs. Baker, Braden, Carter, Jones, Legner, Smyth, Webb and Wenter—Eight.

The Chair thereupon declared Mr, Frank X. Cloidt duly elected Vice-President of the Board for the ensuing year.

RESIGNATION OF GENERAL COUNSEL FOR THE SANITARY DISTRICT.

The Clerk presented and read the following resignation:

CHICAGO, November 26, 1902.

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

GENTLEMEN—I wish to announce to you my resignation of the office of General Counsel for your Board. I find my engagements in the future are likely to be such as to prevent my giving to the work the time necessary to properly perform it.

In this connection, I beg to extend my hearty thanks for the uniform courtesy and consideration with which I have been treated by the Board and its members during the existence of our official relations.

Respectfully yours,

J. S. RUNNELLS.

Mr. Wenter, seconded by Mr. Jones, moved that the resignation be accepted and the thanks of the Board tendered Mr. Runnells for the valuable services rendered the District during his term of office as General Counsel for the Sanitary District.

The motion prevailed unanimously and it was so ordered.

APPOINTMENT OF STANDING COMMITTEES

President Smyth presented the list of standing Committees of the Board for the year 1902-1903, as follows:

Finance—Mr. Carter, Chairman; Messrs. Cloidt, Braden, Jones, Legner, Smyth, Webb, Wenter and Baker.

Federal Relations—Mr. Baker, Chairman; Messrs. Jones, Cloidt, Carter, Braden Legner, Smyth, Wenter and Webb.

Engineering — Mr. Braden, Chairman;

Messrs. Baker, Wenter, Webb, Legner, Cloidt, Carter, Jones and Smyth.

Judiciary — Mr. Legner, Chairman; Messrs. Jones, Baker, Braden, Carter, Cloidt, Wenter, Webb and Smyth.

Annexation — Mr. Cloidt, Chairman; Messrs. Braden, Carter, Wenter, Baker, Legner, Webb, Jones, and Smyth.

Labor—Mr. Wenter, Chairman; Messrs. Legner, Webb, Smyth, Cloidt, Carter, Braden, Jones and Baker.

Health and Public Order—Mr. Webb, Chairman; Messrs. Braden, Carter, Cloidt, Legner, Wenter, Jones, Baker and Smyth.

Rules—The President, Chairman; Messrs. Baker, Braden, Carter, Cloidt, Legner, Wenter, Jones and Webb.

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Cloidt, the Board then adjourned.

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 3, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, December 3, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were then

Present—Messrs. Braden, Carter, Cloidt, Jones, Smyth and Wenter—Six.

Absent—Messrs. Baker, Legner and Webb—Three.

Mr. Baker arriving subsequently.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, November 29, 1902)	$ 3,430 00	
Lydon & Drews Company (Harrison Street Bridge, November 30, 1902)	2,903 75	
Chicago Union Traction Company (Canal Street Bridge)	50 00	
Chicago Union Traction Company (Main Street Bridge)	50 00	
Chicago Union Traction Company (Ashland Avenue Bridge)	100 00	
Chicago Bridge and Iron Company (Ashland Avenue Bridge)	498 37	
John O'Brien (C. T. T. R. R. Co.'s Bridge)	420 00	
		$ 7,452 1

ENGINEERING DEPARTMENT.

G. H. Moore (gauge reading, November, 1902)	$ 30 00	
Hans Isak (gauge reading, November, 1902)	10 00	
Thomas Holliday (gasoline engine for launch)	170 00	
		210 00

LAW DEPARTMENT.

Barnard & Miller (printing abstract)	$ 354 50	
J. T. Fanning (expert services, suit of Gaylord vs. District)	228 50	
		583 00

GENERAL ACCOUNT.

G. W. Adelman & Co. (livery)	$ 38 50	
The Western Bank Note and Engraving Co. (engraving bonds)	762 50	
		801 00

RIGHT OF WAY.

Chicago Title and Trust Co. (opinion of title)	250 00

CITY OF CHICAGO.

John McGuire (Ashland Avenue Bridge)	404 40
Grand total	$ 9,700 52

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Braden, Carter, Cloidt, Jones, Smyth and Wenter—Six.

Nays—None.

CLERK'S REPORT IN REFERENCE TO DELIVERY OF THIRTEENTH ISSUE OF FOUR PER CENT CURRENCY BONDS OF THE SANITARY DISTRICT.

The Clerk presented a report, accompanied by the receipt of the Treasurer of the Sanitary District, for the delivery to him of $1,500,000 four per cent Sanitary District of Chicago bonds, being the bonds of the thirteenth issue; also receipt of the Treasurer for the check of $45,000, deposited with the bid of the Illinois Trust and Savings Bank, to apply as part payment on the purchase price of said bonds.

The following is the report:

CHICAGO, December 1, 1902.

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

GENTLEMEN—In accordance with the instructions received from the Board of Trustees at its regular meeting held on November 26, 1902, I beg to report that I have deposited the entire thirteenth issue, consisting of fifteen hundred Sanitary District of Chicago bonds, with F. M. Blount, Treasurer of the Sanitary District of Chicago, and have received his receipt for the same, which is hereto attached. I have also turned over to Mr. Blount the $45,000 check deposited by the Illinois Trust and Savings Bank with their bid for the thirteenth issue of Sanitary District bonds and have received his receipt for the same, which is hereto attached.

Respectfully submitted,

A. R. PORTER.
Clerk.

RECEIPT FOR BONDS OF THE THIRTEENTH ISSUE.

CHICAGO, December 1, 1902.

Received of A. R. Porter, Clerk of the Sanitary District of Chicago, fifteen hundred bonds, being the entire thirteenth issue of the Sanitary District of Chicago bonds, numbering from 20591 to 22090, both inclusive, the same having been sold to the Illinois Trust and Savings Bank, to be delivered to them by me.

F. M. BLOUNT,
Treasurer.

RECEIPT FOR CHECK OF THE ILLINOIS TRUST AND SAVINGS BANK.

CHICAGO, November 28, 1902.

Received of A. R. Porter, Clerk of the Sani-

tary District of Chicago, cashier's check of the Illinois Trust and Savings Bank, No. 212203, for the sum of forty-five thousand dollars ($45,000), payable to the "Clerk of the Sanitary District of Chicago," the same having been deposited with the bid of the Illinois Trust and Savings Bank for the thirteenth issue of the Sanitary District of Chicago bonds, and is to apply as part payment on purchase price for the said thirteenth issue of Sanitary District bonds, as per order of the Board of Trustees of the Sanitary District of Chicago, November 26, 1902.

F. M. BLOUNT,
Treasurer.

By unanimous consent, the report from the Clerk was ordered printed and, with accompanying receipts from the Treasurer of the District, placed on file.

CLERK'S REPORT ON EMPLOYES.

The Clerk presented a report showing the number of persons employed by the Sanitary District during the month ending November 30, 1902, which, by unanimous consent, was ordered printed and placed on file:

The following is the report:

CHICAGO, November 29, 1902.

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 of the District for the month ending November 30, 1902, as the same has been reported to me:

Engineering Department	57
Clerical Department	4
Law Department	11
Treasury Department	1
Police Department	18
General	3
Maintenance	6
Total employes	100

Respectfully submitted,

A. R. PORTER, *Clerk.*

(Two enclosures.)

REPORT APPROVING BOND OF CLERK STEPHEN D. GRIFFIN.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee with reference to, and accompanied by the official bond and oath of office of Stephen D. Griffin as Clerk of the Sanitary District.

The report is as follows:

CHICAGO, December 3, 1902.

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

GENTLEMEN — The Committee on Finance respectfully reports that is has examined the official bond of Mr. Stephen D. Griffin, the newly elected Clerk of the District, and finds that the same, and the sureties thereon, are satisfactory.

The Committee, therefore, recommends that the said bond be approved by your honorable body and placed on file with the Treasurer of the District.

Respectfully submitted,

Z. R. CARTER,
Chairman
JOS. C. BRADEN,
ALEX. J. JONES,
THOMAS A. SMYTH,
FRANK WENTER,
Committee on Finance.

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

The roll being called the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Jones, Smyth and Wenter—Seven.

Nays—None.

COMMUNICATION FROM THE ATTORNEY FOR THE BOARD WITH REFERENCE TO SETTLEMENT OF THE SUITS OF WILLIAM J. ADAM, ROBERT M. ADAM AND JANETTE A. ROYER AGAINST THE DISTRICT.

The Clerk presented a communication from the Attorney for the Board, recommending that settlement be made in the suits of William J. Adam, Robert M. Adam and Janette A. Royer against the Sanitary District to recover certain interest moneys, in the amounts as set forth in the communication.

The communication is as follows:

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

GEMTLEMEN — Three suits were com-

menced in the Circuit Court of Cook County against this District in favor of the property owners of Joliet, to recover interest upon money after the verdict and judgment of the Circuit Court in condemnation case, and pending an appeal taken by the District from the judgment of the Will County Circuit Court to the Supreme Court of Illinois.

In these cases the plaintiffs are are W. J. Adam, Robert M. Adam and J. A. Royer, respectively.

The claim of the plaintiffs arise in this way: The Sanitary District was not satisfied with the judgment of the Circuit Court in the case where, what was known as the "Adam Dam," was condemned, and thereupon it prayed an appeal to the Supreme Court of this State.

The Circuit Judge of Will County required that the amount of the award, approximatly $77,000.00, should be deposited in banks at Joliet to await the result of the appeal.

The Supreme Court held the case for about one year, or perhaps a little more, and then that Court affirmed the judgment of the Circuit Court of Will County. Thereupon the plaintiffs or owners of the property became entitled to their money, but not before. In the meantime, however, the District had the use of the plaintiffs' land and the plaintiffs were deprived of both the use of their land and money for a period of about one year, as above stated. They sue now to recover as damages interest at the rate of 5 per cent, being the award of the jury and the judgment of the court.

The amount due William J. Adam is $1,419.43, Robert M. Adam $1,361.11, and Janette A. Royer $1,361.11. I have examined the authorities upon that question and am satisfied that the law is that they are entitled to recover.

One of these cases has been tried by Judge Tuthill and there was a finding in his court against the District.

I recommend that a settlement be made in the three above cases for the above amounts, which I have ascertained to be correct.

Respectfully submitted,

JAMES TODD.

Attorney.

Mr. Carter, seconded by Mr. Wenter, moved that the communication be received, printed in the Proceedings and the recommendations of the Attorney contained therein concurred in.

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Carter, Cloidt, Smyth and Wenter—Five.

Nays—Mr. Jones—One.

Excused and not voting: Mr. Braden—One.

COMMUNICATION FROM THE ATTORNEYS FOR JAMES RAY.

The Clerk presented a communication from Messrs. Reynolds and Purkhiser, attorneys for James Ray, requesting settlement of the judgment rendered in the case of James Ray vs. The Sanitary District of Chicago.

By unanimous consent, the communication was received and referred to the Law Department with instructions to report back to the Judiciary Committee.

ADJOURNMENT.

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

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 10, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, December 10, 1902, at 2 o'clock, P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were then

Present—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Absent—Mr. Jones—One.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Cloidt, seconded by Mr. Braden, the minutes of the annual meeting, held December 2, 1902, and of the regular meeting, held December 3, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company (Main Street Bridge, December 5, 1902)	$20,000 00	
Champion Oil Company (oil, Ashland Avenue Bridge)	13 00	
Lydon & Drews Company (Chicago River Improvement, Dec. 1, 1902)	38,499 78	
		$ 58,512 78

ENGINEERING DEPARTMENT.

G. M. Wisner (expense)	$ 2 95	
Wm. M. McCartney (expense)	17 03	
D. C. Custer (expense)	2 95	
Chas. Wink (expense)	10 38	
H. Channon Company (tools)	2 57	
Eugene Dietzgen Company (blue prints)	20 33	
Keuffel & Esser Company (drafting material)	62 67	
W. H. Salisbury & Co. (rubber boots and gloves)	15 69	
Al. Goetzinger (coal)	5 25	
Chicago Printing and Embossing Company (voucher blanks)	18 00	
Standard Oil Company (oil)	5 30	
Knickerbocker Ice Company (ice)	2 70	
The Artificial Ice Company (ice)	4 00	
American Spring Water Supply Company (water)	3 38	
		173 20

CLERICAL DEPARTMENT.

Stafford Stamp Works (rubber stamps)	$ 3 80	
American Spring Water Supply Company (water)	10 12	
		13 92

LAW DEPARTMENT.

John W. Nadelhoffer (expense)		86 24

GENERAL ACCOUNT.

Security Building Receivership (rent offices, December, 1902)	$ 478 33	
The Chicago Eagle (advertising)	20 00	
		498 33

MAINTENANCE ACCOUNT.

H. Channon Company (paint brushes, etc.)	$ 7 31	
A. L. Gaines & Son (roller towels)	7 20	
Thos. F. Ryan (coal)	10 50	
Mrs. Thomas O'Brien (cartage)	11 93	
		36 94

MAINTENANCE HIGHWAY BRIDGES.

Francis Beidler & Co. (lumber)	$ 42 96	
Joseph Dixon Crucible Company (paints)	1,613 70	
H. Channon Company (paint, etc.)	118 48	
Chas. Wink (expense)	8 71	
		783 85

CITY OF CHICAGO.

John McGuire (Main Street Bridge approaches)	360 00
Grand total	$ 61,465 26

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE LAW DEPARTMENT.

The Clerk presented the report of the

Law Department for the month of October, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

CHICAGO, December 5, 1902.

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 October, 1902. The following are the expenses and disbursements of the Law Department for the month:

Expert services	$ 1,600 00
Attorney's roll	2,691 64
Mathewson maps	2,000 00
Legal services	712 50
Court costs	666 65
Stationery, books, etc	567 20
Expenses	300 89
Total	$ 8,538 88

The following suits were begun during the month:

Corrigan Transit Company, J. V. Painter, Mariette Huntington, et al. vs. the Sanitary District of Chicago, Gen. No. 9457, in the District Court of the United States. This is a suit in admiralty for $1,081.86 for damage to the steam barge "Algeria," alleged to have been caused by the current in the Chicago River.

The following four cases pending in the Superior Court of Cook County and involving a total amount claimed of $170,000 00 have been settled for $600.00, and the suits have been dismissed on motion of plaintiff.

August Triebul vs. City of Chicago et al., Gen. No. 204056.

William Mensching vs. Sanitary District of Chicago, Gen. No. 204057.

William Rohn vs. Sanitary District of Chicago, Gen. No. 204055.

John Busse et al. vs. City of Chicago et al., Gen. No. 203692.

The case of the Joliet Pioneer Stone Company vs. the Sanitary District of Chicago has been appealed to the Appellate Court. Abstracts and briefs on behalf of the Sanitary District have been prepared and filed.

In addition to the above the preparation of certain condemnation cases for trial, the regular routine work of the office and the care of the matters in its charge have occupied the time of the department.

Respectfully submitted,

JAMES TODD,
Attorney.

MONTHLY REPORT OF THE TREASURY DEPARTMENT.

The Clerk presented the report of the Treasury Department for the month of November, 1902, which, by unanimous consent, was ordered printed and placed on file.

The following is the report:

SANITARY DISTRICT OF CHICAGO—TREASURER'S REPORT FOR NOVEMBER, 1902.

Receipts.

Balance on hand at date of last report		$ 1,109,828 66
From County Treasurer, Sanitary District Tax Account	$ 152,255 24	
From A. R. Porter, Clerk, Dock and Land Improvement and Rental Account	1,391 60	
From A. R. Porter, Clerk, Construction Account	2,382 94	
From A. R. Porter, Clerk, Maintenance Account	12 40	
From Home Savings Bank, Interest Account	213 75	
From Equitable Trust Company, Interest Account	976 73	
Total cash received for month		157,232 66
		$ 1,267,061 32

Disbursements.

Police Department	$ 90 14
Maintenance Account	385 69
Treasury Department	375 00
Engineering Department	795 33
Construction Account	53,815 47
Law Department	3,832 83

Land Account	$ 82,409 43	
General Account	6,769 06	
Taxes on Land, Will County	25 28	
Maintenance of Highway Bridges	12 50	
Capitalization and Maintenance of Bridges	36,476 30	
Telephone Line	20 25	
Water Power Development	17,416 35	
Bond Account	100,000 00	
Bond, Interest and Premium Account	27,500 00	
Total cash disbursed		$ 329,929 63
Balance this date in banks, as per schedule endorsed hereon		937,137 69
		$ 1,267,061 32

Schedule.

Chicago National Bank	$ 137,930 15
Equitable Trust Company	600,000 00
Home Savings Bank	175,000 00
National Bank of Illinois	24,207 54
Total	$ 937,137 69

CHICAGO, December 8, 1902.

F. M. BLOUNT, *Treasurer.*
By S. P. BLOUNT, *Assistant Treasurer.*

REPORT DIRECTING THE CLERK TO OPEN AN ACCOUNT ON THE BOOKS OF THE DISTRICT WITH THE CITY OF CHICAGO.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee, as follows:

CHICAGO, December 10, 1902.

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

GENTLEMEN—Your Committee on Finance herewith reports that it has had under consideration the matter of adjustment of accounts between the City of Chicago and the Sanitary District; and after carefully considering the matter, recommends that the Clerk of the District be directed to open up an account with the said City, and that the amounts of all work performed by the City for the District be charged, in said account, against the District and, also, that the amounts of all work performed by the District for the City, or which should be properly charged against the City, be charged, in said account, against the City of Chicago.

Respectfully submitted,

ZINA R. CARTER,
Chairman.
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
THOMAS J. WEBB,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

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

The motion prevailed unanimously, and it was so ordered.

STIPULATION IN THE CONDEMNATION PROCEEDINGS OF THE SANITARY DISTRICT AGAINST HENRY A. DUPONT ET AL.

Under the head of new business, Mr. Legner presented and, seconded by Mr. Carter, moved that the Attorney for the Board be authorized and directed to file, in the Circuit Court of Cook County, the following stipulation in the condemnation proceedings of the District vs. Henry A. Dupont et al.

The motion prevailed unanimously, and it was so ordered.

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

In the Circuit Court of Cook County:

The Sanitary District of Chicago vs. Henry A. Dupont; Pauline Dupont, wife of Henry A. Dupont; Rathbone, Hair and Ridgeway Company; and Unknown Owners and Parties in Interest—Stipulation.

It is hereby stipulated and agreed by the petitioner, the Sanitary District of Chicago, that upon the entry of judgment in the above entitled cause in favor of the peti-

tioner, the said Sanitary District of Chicago will excavate the tracts described in the amended petition in said cause, which said Sanitary District of Chicago seeks to acquire for its corporate purposes, to a navigable depth so that the waters of the Chicago River may flow over said tracts after the same are excavated, said tracts being described in said petition as tracts 69, 70, 71 and 71 A; and that when the said tracts have been excavated, said Sanitary District will then construct along the new dock line of the real estate remaining and adjoining said tracts 69, 70, 71 and 71 A respectively, a new dock according to the specifications hereto attached of the Sanitary District of Chicago for wooden docks along the south branch of the Chicago River.

SANITARY DISTRICT OF CHICAGO.

By.....

(Accompanied by copy of the standard specifications of the Sanitary District of Chicago for timber docks.)

ADJOURNMENT.

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

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 17, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, December 17, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called, there were then

Present—Messrs. Braden, Carter, Cloidt, Legner, Smyth, and Wenter—Six.

Absent — Messrs. Baker, Jones and Webb—Three.

Messrs. Baker and Webb arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Cloidt, the minutes of the regular meeting held November 26, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

CONSTRUCTION ACCOUNT.

American Bridge Company, (State Street Bridge, December 10, 1902)..	$ 7,620 00
American Bridge Company, (Randolph Street Bridge, December 10, 1902)	3,000 00
Lydon & Drews Company, (Canal Street Bridge, December 13, 1902)...	1,573 00
The A. T. & S. F. R'y. Co. (near Section 17, between Lockport and Joliet)	3,743 46

Chicago Union Traction Company (Canal Street Bridge)	$ 100 00	
Chicago Union Traction Company (Main Street Bridge)	100 00	
Chicago Union Traction Company (Ashland Avenue Bridge)	100 00	
		$ 16,236 46

WATER POWER DEVELOPMENT.

A. R. Porter, Clerk, (pay roll, November 29, 1902)	$ 5,318 57	
Isham Randolph, Chief Engineer, (expense)	6 40	
		5,324 97

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer, (expense)	$ 90 86	
Jones, Coates & Bailey, (boat house, Adams Street)	27 55	
		118 41

LAW DEPARTMENT.

James Todd, Attorney (expense)	$ 204 76	
George A. Schilling (expert services)	30 00	
E. Lee Heidenreich (expert services)	125 00	
John B. Knight (expert services)	100 00	
George Birkhoff, Jr. (expert services)	100 00	
Edgar M. Snow & Co. (expert services)	100 00	
Edwin F. Getchell (expert services)	125 00	
R. P. Butler (court reporting)	6 87	
Walton, James & Ford (court reporting)	17 75	
Walton, James & Ford (certified copy, Hanreddy decision)	9 50	
C. S. Cutting (rent Joliet office, November, 1902)	20 00	
R. Oliver (witness fee, Gaylord vs. Sanitary District)	10 00	
Thayer & Jackson Stationery Company (stationery)	49 27	
Wyckoff, Seamans & Benedict (adjusting typewriter)	1 75	
		899 90

GENERAL ACCOUNT.

Clohesey & Co. (printing)	$ 116 50	
Wm. Handlen & Son (lettering boat)	3 00	
Thos. B. Banner (ship chandlery)	32 46	
Chas. Brunner (repairs, "Ana Aina")	100 13	
J. J. Clinch (account repairs, "Ana Aina")	16 50	
S. D. Childs & Co. (recounter seal)	2 50	
G. W. Adelmann & Co. (livery)	19 50	
A. R. Porter, Clerk (pay roll, November 29, 1902)	1,319 54	
A. R. Porter, Clerk (expense)	463 35	
S. D. Griffin, Clerk (expense)	3 10	
Standard Opinion (advertising)	9 60	
The Financier Company (advertising)	15 00	
		2,101 18

MAINTENANCE ACCOUNT.

A. R. Porter, Clerk (pay roll, November, 1902)		142 60

MAINTENANCE HIGHWAY BRIDGES.

A. R. Porter, Clerk (pay roll, November, 1902)	$ 2,015 11	
Isham Randolph, Chief Engineer (expense)	80 96	
		2,096 07

TELEPHONE LINE.

Isham Randolph, Chief Engineer (repairs)		8 00

CITY OF CHICAGO.

John McGuire (Main Street Bridge)		440 00
Grand total		$ 27,367 59

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

The roll being called, it was so ordered by the following vote:

Yeas—Messrs. Baker, Braden, (*except as to construction account voucher for work near Section "17," between Lockport and Joliet, in favor of the Atchison, Topeka and Santa Fe Railway Company, in the sum of $3,743.46, on which Mr. Braden voted "Nay;"* Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None (*except as above stated*).

REPORT IN REFERENCE TO COMPLETION OF CONTRACT FOR DREDGING THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee in reference to, and accompanied by, the final certificate of the Chief Engineer of the District as to the completion of the contract with the Lydon & Drews Company for the dredging of the Chicago River and performing certain collateral work.

The report is as follows:

CHICAGO, December 17, 1902.

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

GENTLEMEN —The Committee on Engineering presents herewith the final certificate of the Chief Engineer of the District for nine thousand two hundred and forty and sixty-eight one-hundredths ($9,240.68) dollars in favor of Lydon & Drews Company, for work done by the said company covered by its contract, dated September 21, 1900, for the dredging of the Chicago River, and performing certain collateral work, and reports that the Committee has examined such 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, the sum found to be due in said final certificate hereto attached, to-wit: the sum of nine thousand two hundred and forty and sixty-eight one-hundredths ($9,240.68) dollars, when said company shall have filed with the District a receipt and release in full for said amount.

Respectfully submitted,

JOS. C. BRADEN,
Chairman
Z. R. CARTER,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner and Smyth—Six

Nays—None.

Excused and not Voting—Mr. Wenter—One.

The following is the final certificate of the Chief Engineer accompanying the report of the Committee on Engineering:

CHICAGO, December 8, 1902.

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 September 21, 1900, for the dredging of the Chicago River and performing certain collateral work, and that the said work has been accomplished to my satisfaction.

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the work done under this contract is as follows:

Excavation, 928,272 cubic yards, at 24½c	$227,426 64
Dock removed, 1,461 lineal feet, at $1.75	2,556 75
Piles pulled and removed, 434, at $1.50	651 00
New dock, 2,094 lineal feet, at $21.85	45,753 90
Hardwood piles furnished and driven, 46, at $7.00	322 00
Hemlock timber, back logs, 180 feet B. M., at $29.50 per M	5 31
Oak timber, 228 feet B. M., at $48.00 per M	10 94

Oak timber, 956 feet B. M., at $43.50 per M	41 59
Pine timber, 96 feet B. M., at $35.00 per M	3 36
Tie rods, 56 pounds, at 6⅝c	3 57
Total amout earned	$276,775 06
Amount paid on previous vouchers	267,534 38
Amount due and unpaid	$ 9,240 68

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

REPORT DIRECTING THE CHIEF ENGINEER TO REMOVE THE BOOM ANCHORED ACROSS THE ENTRANCE OF THE CHANNEL AT RUBY STREET, JOLIET.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee as follows:

CHICAGO, December 17th, 1902.

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 requesting authority to make the necessary expenditure for removing the boom anchored across the entrance of channel at Ruby Street, Joliet, and storing in a place of safety for the winter.

The Committee, having duly considered said request, recommends that the Chief Engineer be authorized and directed to have said work performed, the cost of same not to exceed one hundred and fifty ($150) dollars.

Respectfully submitted,

JOS. C. BRADEN,
Chairman.
Z. R. CARTER,
FRANK X. CLOIDT,
FRANK WENTER,
WM. LEGNER,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas— Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, and Wenter—Seven.

Nays—None.

REPORT IN REFERENCE TO AGREEMENT WITH RATHBORNE, HAIR & RIDGEWAY COMPANY FOR THE PURCHASE OF CERTAIN LEASEHOLD INTEREST, ETC.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee in reference to, and accompanied by, a form of agreement between the Sanitary District of Chicago and the Rathborne, Hair & Ridgeway Company, providing for the purchase from said company of the leasehold interest and removal of all buildings, etc., from a certain piece of property located adjacent to the Chicago River.

The report is as follows:

CHICAGO, December 17, 1902.

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

GENTLEMEN—Your Committee on Finance reports that it has reached an agreement with the Rathborne, Hair and Ridgeway Company, now in possession as tenant and having a leasehold interest in certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river. Said property is described as follows:

That part of Lot one (1), N. K. Fairbank's partition of Lot eleven (11), Block two (2), of Edward McConnell's Subdivision of part of the north fraction of the northwest quarter, and also Lot seventeen (17), of Morris & Johnson's Subdivision of eight (8) acres in said north fraction of said northwest quarter of Section twenty-eight (28), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian; also that part of Lots one (1) and two (2), in Morris & Johnson's Subdivision of eight (8) acres in the north fraction of the northwest quarter of Section twenty-eight (28), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point in the dividing line

between Lot one (1), N. K. Fairbank's partition, and Lot ten (10), Block two (2), in said Edward McConnell's Subdivision, two hundred and forty-three and sixty-six one hundredths (243.66) feet distant from the south line of Lumber Street, measured along said dividing line; running thence southwesterly on a straight line to a point in the west line of said Lot two (2), Morris & Johnson's Subdivision, two hundred and forty-eight and nine one-hundredths (248.09) feet distant from the northwest corner of said Lot two (2) measured along said west line of said Lot two (2); running thence on a straight line continued in the same direction to a point in the present (November 1st, 1902,) north dock line of the South Branch of the Chicago River; running thence southeasterly along said north dock line of the South Branch of the Chicago River to the dividing line between said Lot one (1), N. K. Fairbank's partition, and said Lot ten (10), Block two (2), in said Edward McConnell's Subdivision; running thence northwesterly along said dividing line to the point of beginning, containing fifteen thousand five hundred and twenty-four and forty-nine one-hundredths (15,524 49) square feet, more or less.

The Committee has agreed on behalf of the District to pay to said Rathborne, Hair & Ridgeway Company, for the removal of all buildings, machinery and lumber, and also all other property of a personal nature, and for the releasing of any and all claims for damages to its business, plant, real estate and leasehold interest, the sum of twenty-five hundred ($2,500 00) dollars, and to build a dock along the remaining portion of said property.

The Committee therefore recommends that the President and Clerk be authorized and directed to pay in the usual manner the sum of twenty-five hundred ($2,500 00) dollars to the said Rathborne, Hair & Ridgeway Company, and that the President and Clerk be further authorized and directed to execute said agreement in form as hereto attached when the said company shall have executed and delivered said agreement to the Sanitary District, such payment to be made when said agreement shall have been executed and delivered by said Rathborne, Hair & Ridgeway Company.

Respectfully submitted,

Z. R. CARTER,
Chairman,
WM. H. BAKER,
J. C. BRADEN,
FRANK X. CLOIDT,
WM. LEGNER,
FRANK WENTER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

The following is the form of agreement with the Rathborne, Hair & Ridgeway Company:

THIS AGREEMENT, Made and entered into this —— day of December, A. D. 1902, by and between the Sanitary District of Chicago, party of the first part, and Rathborne, Hair & Ridgeway Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part,

Witnesseth, Whereas, the said party of the second part is in possession of as tenant, and has a leasehold interest in the following described real estate, known as Tracts sixty-nine (69), seventy (70) and seventy-one (71), situated in the City of Chicago, County of Cook, and State of Illinois, to-wit:

That part of Lot one (1), N. K. Fairbank's partition of Lot eleven (11), Block two (2), of Edward McConnell's Subdivision of part of the north fraction of the northwest quarter (¼) and also Lot seventeen (17) of Morris & Johnson's Subdivision of eight acres in said north fraction of said northwest quarter (¼) of Section twenty-eight, Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian; also that part of Lots one (1) and two (2), in Morris & Johnson's Subdivision of eight (8) acres in the north fraction of the northwest quarter of Section twenty-eight (28), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point in the dividing line be-

tween Lot one (1), N. K. Fairbank's partition, and Lot ten (10), Block two (2), in said Edward McConnell's Subdivision, 243.66 feet distant from the south line of Lumber street, measured along said dividing line, running thence southwesterly on a straight line to a point in the west line of said Lot two (2), Morris & Johnson's Subdivision, 248.09 feet distant from the northwest corner of said Lot two (2), measured along said west line of said Lot two (2); running thence on said straight line continued in the same direction to a point in the present (November 1, 1902) north dock line of the South Branch of the Chicago River; running thence southeasterly along said north dock line of the South Branch of the Chicago River to the dividing line between said Lot one (1), N. K. Fairbank's partition, and said Lot ten (10), Block two (2) in, said Edward McConnell's Subdivision; running thence northwesterly along said dividing line to the point of beginning; containing 15,524.49 square feet, more or less.

And whereas, the Sanitary District of Chicago is engaged in widening and deepening the South Branch of the Chicago River, and requires said property above described for its corporate purposes;

Now therefore, it is agreed as follows:

1. Said Rathborne, Hair & Ridgeway Company, in consideration of the payment hereinafter to be made by said Sanitary District of Chicago, hereby agrees to remove all buildings, machinery, lumber and also all other property of a personal nature, at its own cost and expense, from said premises above described, on or before February 1st, 1903, to a distance sufficiently far back from the new dock line in order that a new dock may be constructed by said first party; and said second party also, in consideration of said payment to be made by said first party, hereby waives and releases any and all claims for damages to its business and plant, real estate, and leasehold interest which may be occasioned by the widening and deepening of the South Branch of the Chicago River, and all claims whatsoever against said Sanitary District, and agrees that said Sanitary District may excavate said real estate above described and construct a good and sufficient dock along the water front of that portion remaining of said Lot one (1), N. K. Fairbanks' partition of Lot eleven (11), etc., and that portion of Lots one (1) and two (2) in Morrison & Johnson's Subdivision of eight acres, etc., remaining after said tracts above described and known as sixty-nine (69), seventy (70) and seventy-one (71) are excavated.

2. In consideration whereof said Sanitary District of Chicago agrees to pay said Rathborne, Hair & Ridgeway Company, upon the removal of the buildings, machinery, lumber and personal property from the tracts above described as sixty-nine (69), seventy (70) and seventy-one (71), the sum of two thousand five hundred ($2,500.00) dollars, and agrees also to construct a good and sufficient dock according to the specifications of the Sanitary District of Chicago, for docks along the South Branch of the Chicago River, along that portion of said Lot one (1), N. K. Fairbanks' partition, etc., and along that portion of Lots one (1) and two (2) in Morris & Johnson's Subdivision of eight acres, etc., after the property described as Tracts sixty-nine (69), seventy (70) and seventy-one (71) shall have been excavated and removed, said dock to be constructed between February 1st and May 1st, 1903, and replank the same in as good condition as the present dock.

In Witness Whereof, The said parties to this agreement have caused the same to be executed the day and year first above written.

SANITARY DISTRICT OF CHICAGO,
By.... .....
Its President.

Attest:
.....
Clerk.

RATHBORNE, HAIR & RIDGEWAY COMPANY,
By..... .....

Attest:
... .

APPROVAL OF BONDS OF THE LYDON & DREWS COMPANY ON CONTRACTS FOR THE SUBSTRUCTURES OF THE BRIDGES ACROSS THE CHICAGO RIVER AT LOOMIS STREET AND EIGHTEENTH STREET.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee in reference to the approval of the bonds of the Lydon & Drews Company for the construction of the substructures of the bridges at Loomis Street and Eighteenth Street, the report being accompanied by said bonds and contracts in duplicate; the bonds being in the sum of $15,000.00 each, with the City Trust, Sate Deposit and Surety Company of Philadelphia as surety.

The report is as follows:

CHICAGO, December 17th, 1902.

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

GENTLEMEN—The Committee on Finance herewith reports that it has examined the bond given by the Lydon & Drews Company for the construction of the sub-

structure for the bridge across the Chicago River at Loomis Street, said bond being in the sum of fifteen thousand ($15,000) dollars, with the City Trust, Safe Deposit and Surety Company of Philadelphia as surety; also the bond of said Lydon & Drews Company for the construction of the substructure for the bridge across the Chicago River at Eighteenth Street, with the same surety as above mentioned, in the sum of fifteen thousand ($15,000) dollars.

The Committee finds said bonds to be executed in proper form, and hereby approves the surety on each of said bonds and recommends that the same be approved by your Honorable Body.

Respectfully submitted,
Z. R. CARTER,
Chairman,
J. C. BRADEN,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER,
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

The following are the contracts for the substructures of the Loomis Street and Eighteenth Street Bridges:

SUBSTRUCTURE FOR THE EIGHTEENTH STREET BRIDGE.

SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Substructure of a Highway Rolling Lift Bridge of the Scherzer type, crossing the South Branch of the Chicago River, in the City of Chicago, to be built for the Sanitary District of Chicago.

This Agreement, Made and entered into this sixth day of December, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and The Lydon & Drews Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, in 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 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 Highway Rolling Lift Bridge for the Sanitary District of Chicago, crossing the South Branch of the Chicago River at Eighteenth Street, in the City of Chicago.

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 to 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 of the Sanitary District or their duly authorized and accredited agents.

Whenever the word "Engineer" is used herein, it shall be understood to mean either the Chief Engineer of the Sanitary District of Chicago or the duly designated representative of the Sanitary District.

Wherever the word "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 con-

tract, 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."

SUBSTRUCTURE—GENERAL.

Work Included.

1. The work included under the contract for the substructure consists in removing from the site all of the superstructure, the abutments, piers, foundation piles and fenders of the old bridge, and such a part of the present docks and approaches as is necessary for the completion of the new bridge, and furnish all labor and materials, except the steel or iron, and erecting, complete in place, the substructure as hereinafter specified and detailed on masonry sheet herewith, refilling such a part of the dock removed as directed by the Engineer, and the dredging of the channel of the river as hereinafter specified; also extending water tunnel, supporting and maintaining approach span, and diverting sewers, as shown on drawings and hereinafter specified. All steel or iron in the substructure, together with paint for same, will be furnished by the Contractor for the superstructure, but the Contractor for the substructure shall erect and paint such steel or iron in the field, as specified. All work shall be carried on simultaneously on both sides of the river unless otherwise permitted by the Engineer.

Old Bridge.

2. The bid for removal of the existing structure must cover as a lump sum the removal of the entire superstructure; and as a lump sum the removal of the substructure, including all masonry, iron, piles, timber and other material in pier and two abutments, and the existing approaches, as much as is necessary; the protection pier and the pulling of all piles entering into its construction; all other protections and protection piles, necessary docking, and the pulling of all other piles in or about the center pier and abutments. Such white oak or burr oak piles as are found after pulling to be in good condition and the requisite size and length may be used in the new work. The superstructure of the old bridge and all of the old material in the substructure removed, unless otherwise specified, shall become the property of and must be removed by the Contractor, the cost of removing the same to be covered in the price bid for removing old substructure and superstructure as specified.

2a. The superstructure of the existing Eighteenth Street Bridge, including the swing span complete with its center and end supports, machinery, locks, operators' house, bolts, rods and other material forming a part of it, excepting timber flooring, shall be carefully dismantled in such manner as to injure it as little as possible and so that it can be readily re-assembled and erected complete. All such material shall be carefully sorted, scheduled and piled as directed on the dock on west side of the river north of the bridge. All machinery and other finished portions of the structure shall be protected by shelters constructed of lumber obtained from the bridge, the roof of which shall be made water-tight. All of the above work shall be done to the satisfaction and under the direction of the Engineer.

Plans and Specifications.

3. The accompanying plans form a part of the specifications, and in the event of any discrepancy between the plans and these specifications the judgment of the Engineer shall be decisive thereon. The figured dimensions on the drawings are to be taken whenever they do not agree with the dimensions obtained by scaling from the drawings.

Detail Plans.

4. All detail plans required shall be made at the expense of the Contractor, and shall be submitted to the Engineer for approval before beginning work. Such detail plans shall have a uniform size of twenty-six (26) inches by forty (40) inches, inside border lines, with a border margin of one and one-half (1½) inches on the left-hand edge and one-half (½) inch on all other

edges. When submitted for approval three (3) complete sets of prints of such detail plans shall be sent to the Sanitary District of Chicago. The Contractor shall furnish the Sanitary District of Chicago with six (6) complete sets and Frank M. Montgomery & Co. with two (2) complete sets of these approved plans, free of cost. No alterations of approved plans will be made by the Contractor without the written consent of the Engineer. The approval of the Engineer will not relieve the Contractor from the responsibility of errors thereon.

Approval of Plans.

5. All detail plans before accepted by the Engineer must be submitted to and meet the approval of Frank M. Montgomery & Co., who shall also have authority to inspect the erection of work.

Checking Plans.

6. All of the accompanying plans shall be carefully checked by the Contractor before beginning work. Should any errors be discovered the Engineer's attention shall be called to the same and corrections made, after which the contractor shall be responsible for all errors which may occur or which may have occurred.

QUALITY OF MATERIAL.

Piles.

7. All foundation piles supporting masonry shall be Norway pine, and all others must be of white or burr oak. They must be sound and straight, not less than fourteen (14) inches at the butt nor less than nine (9) inches at the small end, and must taper uniformly from end to end. Piles for the foundations are to be of such length that they may be driven, if possible, to rest upon solid rock.

Timber.

8. All timber used in docks, anchors, sheeting, wales, fenders, etc., must be sound, straight and free from any defects which might impair its strength or durability, and be of such variety and dimensions as hereinafter specified or shown on drawings.

Broken Stone.

9. All broken stone for concrete shall be as nearly as possible cubical in shape, free from dirt or other foreign substances, and must also be free from flat chips or dust. Stones shall not be larger than one and one-half (1½) inches in any direction, and shall be of the grade known commercially in Chicago as "medium fine," and in quality subject to the approval of the Engineer.

Portland and Natural Cements.

10. The best Portland and natural cements shall be used, brand and quality to be subject to approval of the Chief Engineer, who shall, from time to time, cause such tests to be made as may seem to him proper for determining the quality of the cement which is to be used in the work. The development of tensile strength for Portland cement shall be four hundred (400) pounds per square inch, after having set seven (7) days, and for natural cement one hundred (100) pounds per square inch, after having set seven (7) days. All lumpy, dirty or damaged cement shall be rejected; also damaged and short weight packages. The Contractors shall keep on hand a supply of cement equal to the average consumption in the work during a period of ten days, and it shall be protected against rain or dampness, and so stored that samples for testing may be easily procured.

Sand.

11. The sand shall be coarse, sharp and clean, free from all clay, loam or gravel, and of a quality approved by the Engineer.

Brick.

12. The brick for sewers shall be selected and of first grade of hard sewer brick, equal in quality to requirements of city ordinances.

CLASS OF WORK.

Bridge Excavation—Eighteenth Street.

13. The foundations shall be prepared to receive the masonry by the Contractor, who shall excavate to a depth and width sufficient to allow of the construction of the work herein specified. The Contractor may do this work in any manner that is safe and good practice and having the approval of the Engineer, but in no case will the Contractor be allowed to excavate by means of a dredge to a lower elevation than —18 C. C. D. The Contractor will be paid for such material as it is necessary to excavate within the lines marked "Outside line of allowed bridge excavation," shown on accompanying plans, and to a depth sufficient to permit the construction of the piers and abutments as shown on plans, the price per cubic yard, measured in place, named in the bid, such price to include the disposition of material excavated. No excavation shall be paid for outside of the lines marked "Outside line of allowed bridge excavation," unless ordered excavated by the Engineer, in writing, excepting as herein specified in regard to dredging. The Contractor shall do all refilling ordered by the Engineer behind the docking or around the abutments, free of cost to the Sanitary District.

Bridge Excavation—Loomis Street.

14. The above specifications for Eighteenth Street Bridge foundation excavation and back filling apply to the excavation for the piers and abutments of the Loomis Street Bridge and to the back filling, excepting that no excavating by means of a dredge will be allowed on the south side of the river, unless it is thought advisable, by the Engineer, to dredge the river bottom along the line of the proposed coffer-dam in order to clear the river of any submerged piles,

timbers or stone which would interfere with the construction of water-tight dam. Refilling behind the back walls of abutments shall be carried up to the elevation of present grade of the street, free of cost to the Sanitary District. All additional filling in the approaches shall be paid for as hereafter specified for filling in approaches.

General.

15. The Contractor shall, where necessary, supply and operate, free of cost to the Sanitary District, all pumps necessary to keep the foundation excavation dry. The Contractor shall provide, drive, frame and place all sheet piling or other timber work necessary to the successful excavation and protection of the foundation excavation, and shall maintain the same until the masonry shall have been built. All material excavated from the foundations, excepting such as shall be needed for filling back of docking and around the masonry of the new bridge, shall be removed entirely from the bridge site and disposed of as the Contractor may see fit, free of all cost or expense to the Sanitary District of Chicago; but none of the material so excavated shall be deposited in any navigable waters, save as permitted by the United States Engineer Department. The Contractor must remove the old docks, sidewalks and roadways, where it is necessary for the completion of the new bridge, and must do all the necessary filling around the abutment walls and join the new and old work to the satisfaction of the Engineer.

Piles.

16. All piles must be driven by a steam hammer, unless otherwise directed by the Engineer, and if so directed by the Engineer, a follower shall be used in driving. If, in the opinion of the Engineer, any pile proves imperfect or becomes unfit for use under the hammer, or is not driven straight, it must be removed by the Contractor without extra cost. If so directed by the Engineer, the piles shall have the bark removed. Should any of the piles raise or change their position after being driven, they shall be redriven, if so directed by the Engineer, at the expense of the Contractor. All piles must be cut level and at proper elevation. Payment for piles, excepting in coffer-dams, will be made on the following basis: First—Per lineal foot for all piles delivered on the order of the Engineer, at the site of the work. Second—For all piles driven, per lineal foot of that portion below the cut-off line.

Coffer-Dams.

17. Coffer-dams are to be built around the piers and abutments where, in the opinion of the Engineer, it is necessary, sufficiently heavy and strong to permit the excavation for foundations to a depth of thirty (30) feet below Chicago city datum, or to such further depth as the Engineer may direct. Sheet piling and bracing may be of any timber suitable for the purpose and shall be of such dimensions and placed as the Engineer may direct. Piles used in the construction of coffer-dams, other than sheet piling, may be of any timber that will stand the driving and have the necessary strength to stand the strains to which they will be subjected. Filling for coffer-dams may be of any suitable material that can be obtained and shall be so carefully placed in the dams as to not rupture the sheeting and piles by impact of masses of the filling when it is put in place. The manner of placing the filling in the coffer-dams shall always be subject to the direction of the Engineer. The prices for sheet piling and bracing and for piles used in coffer-dams, including all iron, shall be the unit prices named in the bid. "Triple Lap" sheet piling shall be used in coffer-dams when and where the Engineer may direct by written order, such sheet piling to consist of one course of four (4) inch oak and two (2) courses of other suitable approved material, thickness and length to be as directed. The plank used shall be surfaced to a uniform thickness and be well spiked and bolted together as directed, and the piling shall be carefully driven so as to make a water-tight wall. The Contractor shall receive as full payment for such triple lap sheet piling, driven in place and including all iron, the unit price for sheet piling and bracing named in the bid with twenty-five (25) per cent added. The Contractor shall furnish and place all filling in coffer-dams, shall maintain the coffer-dams and keep them pumped dry at all times during the progress of the work and shall remove the whole upon completion of the work, all at his own expense, free of cost to the Sanitary District.

Concrete.

18. All concrete used in the substructure shall consist of one part Portland cement, three parts sand and five parts broken stone, bulk measurement, not less than one hundred pounds of cement to be taken as a cubic foot. The mass must be turned over at least one hundred times by a mechanical mixer, of type approved by the Engineer. If the Engineer will permit, the mixing of the concrete may be done by hand on suitable platforms, in which case the cement and sand shall first be thoroughly mixed dry, after which the stone, properly moistened, shall be added with sufficient clean water to make the whole mass, when thoroughly mixed, a tenacious and quaking mixture without surplus of water. The concrete shall be immediately conveyed to the proper place in the work in large buckets, boxes or barrows, or by other means satisfactory to the Engineer, which will not tend to impair the uniformity of the mixture. The concrete shall be deposited in layers not over six (6) inches thick, each layer to be thoroughly and compactly tamped until the whole is perfectly solid and free mortar appears on the surface. The material forming all exposed surfaces shall

be so placed as to present a solid smooth finish when the forms are removed. All surfaces found to be rough or porous shall be neatly dressed, or pointed with mortar of the quality specified for pointing, free of cost to the Sanitary District. No retempering of concrete will be allowed. All loose stone and foreign material lying on the old concrete must be removed and the surface thoroughly drenched with clean water before laying any new concrete thereon. All dead concrete must be removed from the work. No concrete shall be placed in freezing weather unless permitted by the Engineer.

Mortar.

19. All mortar used shall be of the cement and sand hereinbefore specified. When used for track girder protection and track girder filling it shall be used in proportions of one part natural cement, bulk measurement, to two (2) parts sand. For bedding bolsters, posts, etc., it shall be mixed in proportions of one part Portland cement and two parts sand, bulk measurement, and for pointing, plastering and water-tight cement pit lining, it shall consist of one part Portland cement to one and one-half (1½) parts sand. These ingredients shall be thoroughly mixed dry, when sufficient clean water shall be added to make a paste of the proper consistency, and must be used at once. No mortar shall be used that has set or become stiff, nor shall any retempering be permitted.

Forms.

20. There will be two abutments of the dimensions and location shown on the accompanying plans. They will rest directly upon hard clay, upon piles or on rock as the Engineer may direct. Where piles are used they shall be driven as specified, and cut level at the elevations shown on the plans. If the ground on which the concrete is to be placed is soft, it shall be made compact by ramming cobble and broken stone in the same until it is solid and firm. The Contractor shall, when required to do so, carry the concrete or any portion thereof down to solid rock or to such point as the Engineer may direct after the character of the foundation has been determined. The price to be paid for Portland cement concrete placed above elevation minus thirty (—30) C. C. D. shall be a price per cubic yard named in the bid. The prices for Portland cement concrete and for excavation between elevations minus thirty (—30) and minus forty (—40) shall be the prices named in the bid, plus fifteen (15) per cent. The prices for Portland cement concrete and for excavation between elevations minus forty (—40) and minus fifty (—50) shall be the prices named in the bid plus twenty-five (25) per cent. The price to be paid for all sheeting and bracing below elevation —30 shall be the same as the price paid for sheet piling and bracing in coffer-dams. When directed by the Engineer by written order, broken stone of granite, of approved quality, shall be used in concrete, and the Contractor shall receive as extra payment therefor the difference in actual cost between such broken stone of granite and the broken stone herein specified for concrete. Where spaces in the abutments are required by the Engineer to be filled, such filling shall be of approved material, placed as directed, and the price to be paid for the furnishing and placing such filling shall be the actual cost of material and labor with fifteen per cent (15%) added.

21. The Contractor shall furnish all forms necessary for the concrete in the substructure. They shall be built true to lines and dimensions, of plank of sufficient thickness, surfaced one side, and so efficiently braced that they will retain their position and line until all concrete which will be against them has been placed and has set. The cost of all forms with necessary bracing shall be included in the price for concrete named in the bid.

Substructure Metal.

22. The steel and iron to be known as substructure metal and which shall be erected or set by the Contractor will be as follows: Anchor columns with beams, stiffening beams, tie rods, anchor rods and bolts, washers, track girder protection boxes, pit linings and any metal entirely embedded in concrete excepting short stone bolts at base of columns. The substructure metal for Loomis Street Bridge shall also include the track girders with track plates and anchor bolts, the horizontal bracing between the track girders, and the horizontal bracing outside of the track girders connecting with the foot of machinery girders. All substructure metal shall be located and set with the greatest care and, excepting where otherwise specified, shall be entirely surrounded with mortar of the quality used in concrete, sufficient in amount to insure thorough contact with all imbedded surfaces of the metal. Track girders and track girder protection boxes shall be filled with natural cement mortar of the quality heretofore specified and of such consistency that it will fill all spaces, leaving no voids. All anchorages must be held securely and accurately in place while the concrete is being built up around them in layers, as specified, to the dimensions and form shown on the plans. The Contractor shall do all field riveting in connections between pieces of substructure metal as called for on the plans and, at Loomis Street Bridge, shall bolt the track plates in place after the track girders have been filled with mortar specified. Such exposed metal as will, on removal of the coffer-dams, be submerged or inaccessible shall, where directed by the Engineer, be thoroughly cleaned and painted with two coats of paint before the coffer-dams are removed. Paint will be furnished by the Contractor for the superstructure, but shall be applied by the Contractor for the substructure. The Contractor

shall make any or all templates that are called for by the Engineer, and place the same so as to secure accurate lines for setting any work that may require such, and shall also set any templates furnished by the Contractor for the superstructure. The cost of setting, erecting, riveting and painting all substructure metal and the furnishing and setting of templates for same, as above specified, shall be included in the price to be paid for setting iron and steel in masonry. The cost of mortar, as specified, placed against surfaces of metal work and for bedding bolsters, posts, etc., shall be included in the price for concrete named in the bid. The price to be paid for natural cement mortar filling in track girders and track girder protection boxes shall be the same as the price for Portland cement concrete named in the bid.

Water Tight Counter-Weight Pits.

23. The Contractor shall build abutments according to one of the two following methods proposed for securing water tight counterweight pits, as directed by the Engineer.

Cement Linings.

24. The abutments shall be built with counterweight and floor pits six (6) inches larger all round than dimensions shown on plans. When an abutment has been completed and the substructure metal set, or when directed by the Engineer, the Contractor shall build water tight forms on the neat lines of the pits. He shall fill the space between these forms and the concrete with liquid mortar of the quality specified and shall carry on the work continuously, as directed by the Engineer, from bottom to top of pits without allowing any portion of the mortar lining to set before the next layer is placed. Especial attention is called to this point, as it is of extreme importance that there be no leak in the pits. It having been demonstrated, in similar foundations heretofore constructed, that cement linings carefully put in place as here specified will not leak, the Contractor is required to guarantee that, on completion, the pits will be water tight. The forms shall be of surfaced lumber, neatly fitted so as to give a smooth and true surface to the lining and shall be of such thickness and so efficiently braced as to withstand the fluid pressure and remain true to line until the mortar has set. Where directed by the Engineer there shall have been set in the concrete bolts about twenty-four inches, centers projecting into this mortar lining. The cost of placing the lining as specified, including all forms with necessary bracing and the setting of above mentioned bolts, shall be at a price per cubic yard named in the bid. All leaks in the lining shall be repaired by the Contractor to the satisfaction of the Engineer free of cost to the Sanitary District.

Steel Lining.

25. The alternative method of lining counterweight and floor pits to be used, if so ordered by the Engineer, is with steel plates and angles anchored to the concrete by means of channel iron lugs as shown on the plans. These shall be erected true to line, riveted, caulked, and the anchors set as the concrete is placed. The surfaces of the metal shall receive a coat of paint as directed by the Engineer, such paint to be furnished by the Contractor for the superstructure, but shall be applied by the Contractor for the substructure. Where the masonry joins the linings there shall be placed in contact with every part of the surface of the metal a layer of mortar of the quality specified for cement pit lining, to be about four (4) inches in thickness and to be placed, as nearly as possible, simultaneously with the concrete. The substructure contractor shall guarantee that these linings will not leak when completed. The price to be paid for setting these linings and doing all work, as above specified, shall be a price per pound to be named in the bid. The price for cement mortar above specified shall be the same as for mortar in cement pit linings named in the bid.

Flood Guards.

26. The Contractor shall make such provision along and around the tops of the piers and abutments where indicated on detail plans that a steel guard or protection of plates and angles may be readily and securely fastened there, if found necessary at some future time, to protect the track girders and counterweight pits from being flooded by high water. Provision has been made in the general plan for such a guard.

Track Girder Protection.

27. The track girders shall be protected by a steel trough composed of three-eighths (3/8) inch plates and three by three by one-half (3x3x1/2) inch angles, where shown on detail plans, the intervening space being filled with natural cement mortar, as specified. The price per cubic yard to be paid for this mortar is to be the same as the price for Portland cement concrete named in the bid.

Protections.

28. The large corner clumps of the protections shall be fifty (50) foot oak piles, where that length can be driven, securely bound together with five (5) laps of three-fourths (3/4) inch chain spiked all around with six by one-fourth (6x1/4) inch wrought iron spikes. The piles in front and flank aprons shall be of oak, fifty (50) feet long, where that length can be driven, and spaced as shown. Caps shall be twelve by twelve (12x12) inch oak, and wales eight by twelve (8x12) inch oak, all secured as shown. Any temporary protection piles required shall be put in place and removed at the expense of the Contractor.

Approach—Retaining Walls.

29. The Contractor for substructure of Loomis Street Bridge shall build, when required

to do so, retaining walls for approaches as directed, of concrete composed of approved natural cement, with sand and broken stone of same quality and in the same proportions as specified for Portland cement concrete. The price to be paid for such natural cement concrete, including all forms, and the price for excavation for retaining walls, including necessary backfilling, shall be a unit price for each named in the bid. All excavated material not required for backfilling shall be deposited in the approaches, as the Engineer may direct, without extra charge.

Approach Filling.

30. After the completion of the masonry in the retaining walls, the roadway and sidewalks to the full width between the walls shall be filled by the Contractor when so directed by the Engineer. All filling must be done with good material deposited and spread in layers not over one foot in thickness and in such manner as to receive the greatest possible amount of compacting and settlement during the progress of the work. No garbage or refuse of any kind will be allowed in the filling, and before commencing the work all material not suitable for filling, as directed by the Engineer, shall be removed from the area to be filled. The embankment shall be watered from time to time and rolled or tamped, as required by the Engineer. The price to be paid for all filling so placed, not including re-filling heretofore specified or material obtained from excavation for retaining walls, shall be a price per cubic yard, measured in place, named in the bid.

Docking.

31. All docking along either bank of the river, wherever disturbed or damaged, shall be reconstructed by the Contractor to the satisfaction of the Engineer. The same must butt against the new work in a workmanlike and substantial manner.

Delivery of Substructure Metal.

32. All substructure metal will be furnished by the Contractor for the superstructure, and will be delivered to the Contractor for the substructure, as needed, on the ground at site of the bridge or at such points as the latter party may designate convenient for both parties. Any expense caused by delay due to non-delivery of substructure metal, excepting for maintenance of coffer-dams, shall not be charged to the Sanitary District.

Removal of Old Bridge—Dredging.

33. The Contractor shall not commence the work of removing the old superstructure and ubstructure until he shall have received written notification from the Engineer to do so, but when such notification is received he shall thereafter immediately proceed dilgently to remove the superstructure, center pier and protections, abutments and their protections, old piles, etc., as specified, and to do the channel dredging herein provided for. The Contractor shall dredge the river between the dock lines for the entire length of and fifty (50) feet beyond each end of the protection pier, to a depth of sixteen (16) feet at the dock lines, increasing to twenty-six (26) feet below hydraulic grade line in the channel, the channel depth to be twenty-six (26) feet; provided, however, that no dredging shall be done where coffer-dams are to be placed, excepting as herein specified under "Bridge Excavation," until after removal of the coffer-dams; and provided, further, that all dredging shall be subject to the direction of the Engineer. The price to be paid for dredging, including removal of all dredged material, shall be a unit price per cubic yard, named in the bid. No obstruction of any kind or nature shall be left in the above described limits in the channel. All material deposited during the progress of the work under this contract, in the river or upon adjacent streets or grounds, must, upon completion of the contract, be promptly removed by the Contractor at his own expense.

Sewers.

34. The Contractor, when making excavation, shall provide proper supports for present sewers, and where necessary to tear out old sewers he shall provide, during construction of the substructure, temporary ducts to empty into the river. The Contractor shall construct permanent sewers wherever so shown on plans, and provide brick or Portland cement concrete parapet walls of approved dimensions at the outlets. He shall properly connect the sewers to city work, and all work must conform strictly to the requirements of the city ordinances. All of the above work shall be covered in a lump sum named in the bid.

East Approach Span, Eighteenth Street Bridge.

35. The Contractor shall remove the abutment under west end of east approach of Eighteenth Street Bridge, including all masonry, piles, timber, iron, or other material in or under said abutment. He shall also remove such portions of the floor of the approach span, including iron or steel, paving, planking, guard rails, hand railing, etc., as may be necessary in order to complete the substructure of the new bridge. Particular pains shall be taken to injure in no way any material removed which is to be afterwards replaced in the span. It shall be marked for identification, scheduled and stored for keeping in such place or places and in such manner as the Engineer may direct. The cost of performing all of the above work shall be included in the lump sum for removal of the substructure named in the bid The Contractor shall erect, under the direction of the Engineer, temporary supports under the said approach span of sufficient strength to safely carry said span during the construction of the new bridge. The cost of doing this work and furnishing all material and labor shall be paid for

at the actual cost, with fifteen (15) per cent. added; provided, however, that nothing shall be paid for on percentage basis that can be classified under any of the heads upon which prices are fixed by this contract. The Contractor shall be responsible for the safety of the span and shall conduct the work of construction of the substructure in such a manner as to in no wise endanger the span or the supports from settlement or movement of any kind, and shall maintain it in position at all times until the substructure is completed, free of cost to the Sanitary District.

Railway Tracks—Eighteenth Street Bridge.

36. The Contractor shall provide all necessary supports for the railway tracks adjacent to the substructure, under the direction of the Engineer. He shall furnish all material and labor required, and the price to be paid for this work shall be the actual cost with fifteen (15) per cent. added; provided, however, that nothing shall be paid for on percentage basis that can be classified under any of the heads upon which prices are fixed by this contract. Any subsequent disturbance or displacement of the tracks shall be repaired by the Contractor free of cost to the Sanitary District.

Water Tunnel—Eighteenth Street Bridge

37. The Contractor for substructure of Eighteenth Street Bridge shall arch over old shaft of water tunnel at top of tunnel and shall fill the shaft to the bottom of the substructure with clay and gravel or other approved material, properly moistened and rammed as directed. The price to be paid for arching over shaft, filling same and for maintaining the tunnel as necessary for extension of the tunnel, construction of the substructure, and until the completion of the work, shall be a lump sum to be named in the bid. The Contractor shall extend the old water tunnel as shown on the plans or to such point as the Engineer may direct. Such tunnel extension shall be unlined, of not less than forty (40) square feet sectional area, and shall be of such dimensions that a thirty (30) inch water pipe and two six (6) inch gas pipes can be readily placed and fitted therein. The price to be paid for extending the tunnel, as specified, including all material and labor, shall be a price per lineal foot of tunnel measured between centers of old and new shafts. The Contractor shall build a new shaft of eight (8) feet clear inside diameter at the end of the tunnel so extended. Such portion of the shaft as is not in solid rock shall be lined with eight (8) inches of brick of the quality specified for sewers. There shall be furnished for the shaft an oak cover with manhole, constructed of two thicknesses of three (3) inch oak plank and subject to the approval of the Engineer. The prices to be paid for unlined shaft in solid rock, measured to the bottom of the sump, and for brick lined shaft including cover, measured to top of the cover, shall be unit prices per lineal foot of shaft, named in the bid. All of the above work must be done to the satisfaction of the Engineer and of the Commissioner of Public Works of the City of Chicago.

Plans of Coffer-Dams.

38. Before commencing work the Contractor shall submit to the Engineer for approval, plans of such coffer-dams as he proposes to use in the work and when constructed in accordance with such plans, even though approved, should they afterwards prove insufficient in strength, the failure of such coffer-dams shall in no wise form the basis of claims for extra compensation for delay or damages caused by such failure, or for material and labor required for repairing such coffer-dams.

39. The Contractor shall, during construction, maintain the present water pipes, sewers and gas mains, or conduits of any kind, that may be unearthed by him. This maintenance must be done in a manner satisfactory to the Engineer and to the Commissioner of Public Works of the City of Chicago.

40. No water shall be drawn from the fire hydrants until the necessary permit is procured.

Examining Site.

41. Prospective bidders for this work are required to carefully examine the existing structure and adjacent premises in order to inform himself, or themselves, as to the magnitude and nature of all of the contemplated work, and also the facilities for the delivery of new material at the site. No plea of ignorance of what is required, as a result of failure to make proper examinations, will in any case be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of this contract.

Protection of Adjacent Structures.

42. The Contractor shall take all necessary precautions for the protection of walls and foundations of buildings or other structures contiguous to the excavation made for the foundations of this bridge, and shall keep the same safe throughout the period consumed in the erection of the structures covered by this contract, and shall leave the same in a permanently safe and secure condition. All to be done by the Contractor free of cost or liability for loss or damages on the part of the Sanitary District of Chicago.

Measurements.

43. Measurements of all masonry shall be by the cubic yard, and all payments shall be made upon the actual cubical contents of the completed masonry within the lines as shown on the plans. Measurements of all materials shall be in accordance with the units of measurements as herein specified.

Erection.

44. The Contractor shall furnish, free of charge, all staging and false work, excepting as heretofore specified, and all temporary protections necessary for the safety of the work. The Contractor shall assume all risks 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.

45. 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 inspected said material or workmanship shall not make the Sanitary District liable for extra cost for replacing the same with material or workmanship accepted by the Engineer on final acceptance.

GENERAL CONDITIONS.

46. The drawings furnished form a part of these specifications, and any work shown therein shall be executed the same as if mentioned herein. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any omissions in plans or specifications.

Changes in Plans.

47. The quantity of work and material figured from the plans is approximate, and the Sanitary District reserves the right to make any changes in the plans or specifications which may be deemed necessary either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not changed thereby. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages nor 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 work actually done, and at prices and rates established for such work under this contract. Notice of change of plan must be given to the Contractor in writing, and it is expressly agreed that no alterations or additions or extra work are to be paid for unless so directed in writing.

Extra Work.

48. All claims for extra labor or material furnished by the Contractor, or for damages from any cause whatever, must be reported to the Engineer at the time such labor or material is furnished 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 Committee on Engineering shall fix such prices for the work as they shall consider just and equitable, and the Contractor shall abide by such prices, provided he enters upon such work with a full knowledge of the prices so fixed by the said Committee; but if the Contractor declines executing said work at the prices fixed by said Committee, 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 Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and said Contractor shall accept such prices in full satisfaction of all the 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 for the same, the actual cost of the work with fifteen (15) per cent added; provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

Responsibility of Contractor.

49. 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. All work provided for in this contract is to be done under the direction and supervision of the 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 Engineer to properly give lines and grades and to inspect and measure the work from time to time.

50. All materials of whatever kind to be used in the work will be subject to the inspection and approval of the Engineer. All unsuitable or rejected materials must be removed from the premises at once by the Contractor.

51. All work shall be subject to constant inspection before acceptance. Any unfaithful or imperfect work that may be discovered before its final acceptance shall be corrected immediately, and any unsatisfactory material used in the work shall be rejected and removed on the re-

quirement of the Engineer, notwithstanding they may have been overlooked by the inspector and estimated. The inspection of any work shall not relieve the Contractor of any of his obligations to perform sound work, as herein specified, and all work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good and satisfactory work.

52. 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 thirty (30) days' notice, work a forfeiture of the contract at the option of the Sanitary District.

53. During all periods of construction the Contractor shall uninterruptedly keep open for navigation a channel of sufficient width in the river to permit continuous traffic on the same.

54. In the event of any action at law or in equity being taken by any person, persons or corporation which would restrain the Sanitary District from giving or the Contractor from securing possession of the site of the bridge, or in any way delay the execution of this contract, then in that case the Contractor shall not hold the Sanitary District liable for any loss or damage by him sustained on account of such interference, and the Contractor shall be accorded an extension of the period within which the work was to have been completed by the terms of this contract equal to the time lost by reason of such restraint.

55. The Contractor shall conform to all the ordinances of the City of Chicago and the regulations imposed by the United States Government in any manner affecting this work, and he will release the Sanitary District of Chicago from all responsibility for loss or damage occasioned by delays or inconveniences due to the navigation of the river by vessels of any sort or description or for other causes not now foreseen. He shall also be responsible for and make good all damages to adjoining property which may be occasioned by him or his work in the execution of this contract.

56. 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 thirty (30) days after the giving of said notice the Sanitary District may declare this contract forfeited, if there is a substantial failure to comply with its provisions.

Tools.

57. The Contractor is to furnish all the tools of every description, including pumps, cars and tracks, boats, barges and tugs, necessary to the full and complete carrying out of this contract, and on completion of the work is to remove all tools, buildings and materials of all kinds from the site of the bridge.

Precautions.

58. Whatever precautions may be necessary to render any 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, shall be taken by the Contractor.

Workmen.

59. The Contractor shall employ competent foremen 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. It is especially understood and agreed that eight (8) hours shall constitute a day's work, and that 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. 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 contractor, as liquidated damages, the sum of five dollars ($5) 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.

60. It is further agreed that the Contractor shall indemnify, keep and save harmless said Sanitary District from all liabilities, judgments, costs, damages and expenses which may in anywise come against said Sanitary District, 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 the Contractor and accepted by the Sanitary District, except the patents on a bridge design of the Scherzer type controlled by Frank M. Montgomery & Co., 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 Sanitary District, then the Sanitary District 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.

Damages.

61. If any damage shall be done by the Contractor or by any person or persons in his employ to the owner or occupants of land, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to said owner or occupant, and the amount so paid for said 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 omission or act 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 claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Time.

62. The Contractor shall commence the work of removal of old structure as soon as notified to do so by the Engineer. He shall thereafter proceed diligently to remove the center pier, abutments and protections, to do the channel dredging and to prosecute the building of the structure herein specified, simultaneously on both sides of the river so as to complete the same on or before six (6) months from the date of the written notification of the Engineer to enter upon the work of removal of the old structure.

Penalty.

63. The Contractor hereby agrees to forfeit as liquidated damages for any non-compliance with, or non-fulfillment of the provisions of this contract within the time specified, fifty dollars ($50) per day for each day beyond the date within which the work hereby provided is to be completed as defined in paragraph 62, time being an essential part of this contract.

Substructure Prices.

64. In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said Sanitary District agrees to pay to the said Contractor for the substructure the following amounts, and the said Contractor agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the materials, tools, labor, etc., to-wit:

(*a*) For each cubic yard of excavation for substructure above —30; price to include all necessary refilling, as specified, the sum of forty (40) cents.

(*b*) For each cubic yard of excavation for retaining walls, as specified, the sum of forty (40) cents.

(*c*) For sheet piling and bracing, per 1,000 feet, B. M. (price named to include all spikes, bolts, tie rods, bands or other iron to be used in constructing same), as per terms of this contract, the sum of thirty-seven ($37.00) dollars.

(*d*) For oak timber in wales, fenders in pier protections, per 1,000 feet, B. M. (price named to include all spikes, bolts, tie rods, chain, bands or other iron to be used in constructing same), as per terms of this contract, the sum of fifty ($50.00) dollars.

(*e*) For pine foundation piles, delivered at the site of the work, as specified, per lineal foot, the sum of fifteen (15) cents.

(*f*) For oak protection piles, delivered at the site of the work, as specified, per lineal foot, the sum of twenty (20) cents.

(*g*) For piles driven in foundations, as specified, per lineal foot, the sum of ten (10) cents.

(*h*) For oak piles driven in protections and docks, as specified, per lineal foot, the sum of ten (10) cents.

(*i*) For piles furnished and driven in cofferdams, as specified, per lineal foot, the sum of twenty-five (25) cents.

(*k*) For each cubic yard of Portland cement concrete placed above elevation —30, including all forms, as specified, the sum of six ($6.00) dollars.

(*l*) For each cubic yard of Natural cement concrete, including all forms, as specified, the sum of five ($5.00) dollars.

(*m*) For each cubic yard of Portland cement mortar facing for counterweight and floor pits, including all forms, as specified, the sum of twelve ($12.00) dollars.

(*n*) For erecting, riveting, caulking and painting water tight steel lining for counterweight and floor pits, as specified, the sum of one-half (½) cents per pound.

(*o*) For setting and erecting all substructure metal, as specified, including field riveting and bolting, the sum of one-half (½) cents per pound.

(*p*) For each cubic yard of dredging in chan-

nel, including the removal of dredged material, as specified, the sum of thirty (30) cents.

(q) For each cubic yard of filling in approaches, as specified, the sum of forty (40) cents.

(r) For removal of present superstructure, as specified, the sum of three thousand ($3,000.00) dollars.

(s) For removal of present substructure, including two abutments with their protection docks, center pier and its protection and necessary part of approaches and docking, as specified, the sum of three thousand ($3,000.00) dollars.

(t) For the removal of old sewers, maintaining flow during construction of substructure, and for reconstructing the diverted sewers, as specified, the sum of two hundred and fifty ($250.00) dollars.

(u) For arching and filling in old shaft of water tunnel and for maintaining water tunnel during extension of tunnel and construction of substructure, as specified, the sum of two hundred and fifty ($250.00) dollars.

(v) For extending water tunnel, including all material and labor, completing the same as specified, the sum of fifty ($50 00) dollars per lineal foot of tunnel.

(w) For building new eight (8) foot shaft for tunnel, unlined, in solid rock, including all material and labor, as specified, the sum of fifty ($50 00) dollars per lineal foot of shaft.

(x) For building new eight (8) foot brick lined shaft in earth, including all material and labor, and completing same with cover, as specified, the sum of fifty ($50 00) dollars per lineal foot of shaft.

The prices proposed must include all royalties for patents, or patented material 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 claims; provided, however, this does not apply to the patented design of the bridge of the Scherzer Rolling Lift Bridge Company, the right to use the same having been purchased by the Sanitary District.

65. It is agreed by the party of the first part that on or before the 10th and 25th days of each month during the progress of the work and subject to the provisions hereinbefore specified under the head of "Time," payment will be made to the said party of the second part to the amount of eighty-seven and one-half (87½) per cent. of the contract price of the substructure of the approximate amount of work done during the previous half month, upon written certificate from the Engineer that such approximate amount of wrok has been done during that period; twelve and one-half (12½) per cent. being reserved until the completion and acceptance of the whole work.

66. Upon the completion of the substructure in accordance with the specifications and contract, to the full satisfaction of the Engineer, and upon the inspection of same and the issuance of the final certificate by the Engineer, 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 said second party by the said certificate of said Engineer, including the twelve and one-half (12½) per cent reserved.

67. It is further agreed by the said party of the second part that, if the work to be done under this contract on the substructure shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, except 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 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 willfully 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 Engineer may deem necessary to complete the work herein described, or any part thereof. And, in so doing, said Engineer may use such tools, implements 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. 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. 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 ten (10) days after it shall have become due, then the party of the first part shall have power to pay for such labor or for materials, tools, explosives, machinery, appliances, fuel, provisions or sup

plies 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 the power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatsoever sort or kind, out of 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 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 material, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind consumed upon, in or on account of the work covered by this Contract in such manner and upon such proofs as the said Engineer may deem sufficient.

Contractor's Bond.

68. The contractor shall furnish bond in the sum of fifteen thousand ($15,000) dollars for the substructure of this bridge, 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, 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 place of the bond so having become insufficient or worthless.

Final Payment.

69. 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 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. 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.

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.

THE SANITARY DISTRICT OF CHICAGO,
[SEAL] By THOMAS A. SMYTH,
President.
Attest:
S. D. GRIFFIN,
Clerk.
THE LYDON & DREWS CO.,
[SEAL] By WM. A. LYDON,
President.
Attest:
WM. J. MCCARTHY,
Secretary.

SUBSTRUCTURE FOR THE LOOMIS STREET BRIDGE.

The contract and specifications for the substructure of a Highway Rolling Lift Bridge for the Sanitary District, crossing the South Branch of the Chicago River at Loomis Street, in the City of Chicago, are identical in every respect with those for the substructure of the Highway Rolling Lift Bridge crossing the South Branch of the Chicago River at Eighteenth Street, as printed in the Proceedings of this date on pages 9097-9109, except that part of these contracts pertaining to special prices for the work, etc., which parts are as follows:

SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Substructure of a Highway Rolling Lift Bridge of the Scherzer Type, crossing the South Branch of the Chicago River, in the City of Chicago, to be built for the Sanitary District of Chicago.

This Agreement, Made and entered into this sixth day of December, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and The Lydon & Drews Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, in 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 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 Highway Rolling Lift Bridge for the Sanitary District of Chicago, crossing the South Branch of the Chicago River at Loomis Street in the City of Chicago.

* * * * * *

Substructure Prices.

64. In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said Sanitary District agrees to pay to the said Contractor for the substructure the following amounts, and the said Contractor agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the materials, tools, labor, etc., to-wit:

(*a*) For each cubic yard of excavation for substructure above —30; price to include all necessary refilling, as specified, the sum of forty (40) cents.

(*b*) For each cubic yard of excavation for retaining walls, as specified, the sum of forty (40) cents.

(*c*) For sheet piling and bracing, per 1,000 feet, B. M. (price named to include all spikes, bolts, tie rods, bands or other iron to be used in constructing the same), as per terms of this contract, the sum of thirty-seven ($37.00) dollars.

(*d*) For oak timber in wales, fenders in pier protections, per 1,000 feet, B. M. (price named to include all spikes, bolts, tie rods, chain, bands or other iron to be used in constructing same), as per terms of this contract, the sum of fifty ($50.00) dollars.

(*e*) For pine foundation piles, delivered at the site of the work, as specified, per lineal foot, the sum of fifteen (15) cents.

(*f*) For oak protection piles, delivered at the site of the work, as specified, per lineal foot, the sum of twenty (20) cents.

(*g*) For piles driven in foundations, as specified, per lineal foot, the sum of ten (10) cents.

(*h*) or oak piles driven in protections and docks, as specified, per lineal foot, the sum of ten (10) cents.

(*i*) For piles furnished and driven in cofferdams, as specified, per lineal foot, the sum of twenty-five (25) cents.

For each cubic yard of Portland cement concrete placed above elevation —30, including all forms, as specified, the sum of five and fifty one-hundredths ($5.50) dollars.

(*l*) For each cubic yard of natural cement concrete, including all forms, as specified, the sum of four and fifty one-hundredths ($4 50) dollars.

(*m*) For each cubic yard of Portland cement mortar facing for counterweight and floor pits, including all forms, as specified, the sum of twelve ($12.00) dollars.

(*n*) For erecting, riveting, caulking and painting water tight steel lining for counterweight and floor pits, as specified, the sum of one-half (½) cent per pound.

(*o*) For setting and erecting all substructure metal, as specified, including field riveting and bolting, the sum of one-half (½) cent per pound.

(*p*) For each cubic yard of dredging in channel, including the removal of dredged material, as specified, the sum of thirty (30) cents.

(*q*) For each cubic yard of filling in approaches, as specified, the sum of forty (40) cents.

(*r*) For removal of present superstructure, as specified, the sum of five hundred ($500.00) dollars.

(*s*) For removal of present substructure, including two abutments with their protection docks, center pier and its protection, and necessary part of approaches and docking, as specified, the sum of five hundred ($500.00) dollars.

(*t*) For the removal of old sewers, maintaining flow during construction of substructure, and for reconstructing the diverted sewers, as specified, the sum of two hundred and fifty ($250.00) dollars.

(*u*) For arching and filling in old shaft of water tunnel, and for maintaining water tunnel during extension of tunnel and construction of substructure, as specified, the sum of two hundred and fifty ($250.00) dollars.

(*v*) For extending water tunnel, including all material and labor, completing the same as specified, the sum of fifty dollars ($50.00) per lineal foot of tunnel.

(*w*) For building new eight (8) foot shaft for tunnel, unlined, in solid rock, including all material and labor, as specified, the sum of fifty dollars ($50.00) per lineal foot of shaft.

(*x*) For building new eight (8) foot brick lined shaft in earth, including all material and labor, and completing same with cover, as

specified, the sum of fifty dollars ($50.00) per lineal foot of shaft.

* * * * * *

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.

THE SANITARY DISTRICT OF CHICAGO,
[SEAL] By THOMAS A. SMYTH,
President.

Attest:
[SEAL] S. D. GRIFFIN,
Clerk.

THE LYDON & DREWS CO.
[SEAL] By WM. A. LYDON,
President.

Attest:
[SEAL] WM. J. MCCARTHY,
Secretary.

APPROVAL OF BONDS OF THE JACKSON & CORBETT COMPANY ON CONTRACTS FOR THE SUPERSTRUCTURES OF THE BRIDGES ACROSS THE CHICAGO RIVER AT LOOMIS STREET AND EIGHTEENTH STREET.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee in reference to the approval of the bonds of the Jackson & Corbett Company on the contracts for supplying and erecting the superstructures of the bridges at Loomis Street and Eighteenth Street, the report being accompanied by the contracts and bonds in duplicate; the bonds being in the sum of $35,000.00 each, with the City Trust, Safe Deposit & Surety Company of Philadelphia as surety.

The report is as follows:

CHICAGO, December 17, 1902.

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

GENTLEMEN — The Committee on Finance, herewith reports that it has examined the bond given by Jackson & Corbett Company for the erection of the superstructure for the bridge across the Chicago River at Loomis Street, the said bond being in the sum of thirty five thousand ($35,000) dollars with the City Trust. Safe Deposit and Surety Company of Philadelphia as surety; also the bond given by the Jackson & Corbett Company for the erection of the superstructure for the bridge across the Chicago River at Eighteenth Street, with the same surety as above mentioned in the sum of thirty-five thousand ($35,000) dollars.

The Committee finds said bonds to be executed in proper form, and hereby approves the surety on each of said bonds, and recommends that the same be approved by your Honorable Body.

Respectfully submitted,

Z. R. CARTER,
Chairman.
J. C. BRADEN,
FRANK X. CLOIDT,
THOMAS A. SMYTH,
WM. LEGNER.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Wenter—Seven.

Nays—None.

The following are the contracts for the superstructures of the Loomis Street and Eighteenth Street bridges:

SUPERSTRUCTURE FOR THE EIGHTEENTH STREET BRIDGE.

SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Superstructure of a Highway Rolling Lift Bridge of the Scherzer Type, Crossing the South Branch of the Chicago River, in the City of Chicago, to be Built for the Sanitary District of Chicago.

THIS AGREEMENT, Made and entered into this sixth day of December, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and Jackson & Corbett Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, in 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 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 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 Highway Rolling Lift Bridge for the Sanitary District of Chicago, crossing the South Branch of the Chicago River at Eighteenth Street, in the City of Chicago.

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 to 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 of the Sanitary District or their duly authorized and accredited agents.

Wherever the word "Engineer" is used herein, it shall be understood to mean either the Chief Engineer of the Sanitary District of Chicago, or the duly designated representative of the Sanitary District.

Wherever the word "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 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."

SUPERSTRUCTURE—GENERAL.

Work Included.

1. The work included under the contract for the superstructure consists in furnishing all materials and labor, and erecting complete in place, ready for operation and use for traffic, the superstructure, operating machinery, locks, electrical equipment, river and highway signals, houses, stairs, etc., wooden floor, sidewalks, gas-pipe railings, with the necessary spikes, bolts and washers, and the furnishing of all anchor rods, tie rods, track girder protections, I-beams, anchor columns; in fact, all iron or steel to be set in structure, including all templates for setting same and all paint, and it shall be furnished by the Contractor on the ground at the site and at such time as may be required by the progress of the work of the substructure contractor. The contract for the superstructure, in fact, includes everything not included in the sub-

structure contract to put the bridge in complete working order, except the motive power, which will be electricity, furnished at the switchboards in the operator's houses. The removal of the old bridge is included in the contract work on the substructure. The steel linings for the counterweight pits are to be furnished by the Contractor, if so ordered by the Engineer, at the separate pound price named in this bid.

2. The contract for the superstructure of Eighteenth Street bridge includes also the maintenance of the east approach span during erection of the superstructure, connecting the span with the new work and replacing portions removed during construction, completing the same ready for use of traffic as shown on the plans and as hereinafter specified.

Substructure Metal.

3. The steel and iron to be known as sub structure metal and which will be erected by the contractor for the substructure shall be as follows: Anchor columns with beams, stiffening beams, tie rods, anchor rods and bolts, washers, track girder protection boxes, pit linings, and any metal entirely embedded in the concrete excepting short stone bolts at bases of columns. The substructure metal for Loomis Street bridge shall also include the track girders with track plates and anchor bolts, the horizontal bracing between the track girders and the horizontal bracing outside of the track girders connecting them with the foot of machinery girders. All other metal shall be erected by the contractor for the superstructure.

4. The accompanying plans form a part of the specifications, and, in the event of any discrepancy between the plans and these specifications, the judgment of the Engineer shall be decisive thereon. The figured dimensions on the drawings are to be taken whenever they do not agree with the dimensions obtained by scaling from the drawings.

Detail Plans.

5. All detail and shop plans required shall be made at the expense of the Contractor, and shall be submitted to the Engineer for approval before beginning work. Such detail plans shall have a uniform size of twenty-six (26) inches by forty (40) inches, inside border lines, with a border margin of one and one-half (1½) inches on the left-hand edge and one-half (½) inch on all other edges. When submitted for approval, three (3) complete set of prints of such detail plans shall be sent to the Sanitary District of Chicago. The Contractor shall furnish the Sanitary District of Chicago with six (6) complete sets and F. M. Montgomery & Co. with two (2) complete sets of these approved plans, free of cost. No alterations of approved plans will be made by the Contractor without the written consent of the Engineer. The approval of the Engineer shall not relieve the Contractor from the responsibility of errors thereon.

Approval of Plans, Etc.

6. All detail and shop plans before accepted by the Engineer must be submitted to and meet the approval of Frank M. Montgomery & Co., who shall also have authority to inspect the erection of work.

Checking Plans.

7. All of the accompanying plans shall be carefully checked by the Contractor before beginning work. Should any errors be discovered, the Engineer's attention shall be called to the same and corrections made, after which the Contractor shall be responsible for all errors which may occur or which may have occurred. Any interferences in the metal work which may be found at any time shall be corrected by the Contractor, free of cost to the Sanitary District, unless due to errors of the contractor for the substructure.

QUALITY OF MATERIAL.

Wrought Iron.

8. All wrought 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 20 per cent in eight inches, and be so ductile that, when bent cold through 180 degrees and hammered down flat on itself, it shall show no signs of fracture on convex side of curve.

Steel.

9. All steel shall be uniform in quality, and made by the "Open Hearth" process.

Structural Steel—Number of Tests.

10. All structural steel shall be medium steel. Tests shall be made upon pieces cut from the finished material, and shall be not less than one-half (½) square inch in sectional area. At least one tensile and one bending test shall be made from each melt of steel as rolled. Also, at least one tensile and one bending test shall be made of each "variety" of material into which a melt is rolled. Each of the following shall constitute a "variety": (1) Angles and "Z" bars; (2) I-beams and Channels; (3) Universal Plates; (4) Sheared Plates; (5) Bars and Rounds. Also, steel varying materially in thickness from the steel tested shall be separately tested. If more than ten tons is rolled from any melt for this order, then at least two tensile and two bending tests shall be made from the steel of such melt as rolled, but not more than one test of each kind shall

be made from a single piece of steel as rolled. When tested in specimens as above, medium steel shall have an ultimate tensile strength of from sixty thousand (60,000) pounds to sixty-eight thousand (68,000) pounds per square inch, and elastic limit of not less than thirty-six thousand (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. The test piece must also bend cold one hundred and eighty (180) degrees around a curve whose diameter is equal to the thickness of the piece, without crack or flaw on convex side of bend. A hole punched for a three-quarter (¾) inch rivet, one and one-half (1½) inches from the edge of the plate, shall be capable of being enlarged by drifting to one and one-eighth (1⅛) inches in diameter, without a sign of fracture.

Rivet Steel.

11. Rivet steel shall have an ultimate strength of fifty thousand (50,000) to fifty-eight thousand (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 in eight (8) inches, and must bend one hundred and eighty (180) degrees flat on itself without sign of fracture on convex side of bend. All rivets, whether shop or field, shall be of the best quality of rivet steel, as specified.

Quench Tests.

12. 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 eighty-two (82) degrees Fahrenheit, must conform to the bending requirements above.

Chemical Analysis.

13. The chemical analysis for carbon and phosphorus of each melt must be furnished to the Engineer or his inspectors before any of the material rolled from said melt is shipped from the mill. Phosphorus must not exceed .06 per cent for acid steel, or .04 per cent for basic steel.

Chippings and Alterations.

14. 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.

15. The original melt 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 melt number must be stamped on each piece of finished material from said melt.

Finish.

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

Brittle Steel.

17. 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.

Steel Castings.

18. All steel castings shall have an ultimate strength of not less than sixty-two thousand five hundred (62,500) pounds per square inch, an elastic limit of not less than thirty-two thousand (32,000) pounds per square inch, shall elongate not less than twenty-five (25) per cent in two (2) inches, and show a reduction at point of fracture of not less than thirty (30) per cent. The amount of phosphorus contained shall not exceed .06 per cent. All steel castings shall be sound and free from blow holes and roughness, sponginess, pitting, shrinkage cracks and other cracks, cavities, etc., and shall be thoroughly annealed according to the best practice. Each cast shall be so made that a sufficient number of test pieces can be cut as to enable the Engineer or his inspectors to satisfy themselves of its quality.

Machinery Steel.

19. The materials used for shafting and forgings, except where otherwise specified, shall be of "medium" basic or acid "open hearth" steel, of a good finish and uniform quality in which phosphorus shall not exceed .06 per cent. When tested in specimens of not less than one-half (½) square inch sections, it must show an ultimate strength of sixty thousand (60,000) to sixty-eight thousand (68,000) pounds per square inch, with an elastic limit of at least fifty (50) per cent of the ultimate, and an elongation of at least twenty-five (25) per cent in eight (8) inches, and forty (40) per cent reduction in area at point of fracture, and it must bend cold one hundred and eighty (180) degrees over a diameter equal to its thickness without sign of fracture. All steel forgings must be thoroughly annealed.

Cast Iron.

20. Cast iron, except counter weight castings, must be the best quality of soft iron. The casting must be free from flaws, ragged edges or any other defects impairing its ef-

ficiency 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.

Phosphor Bronze.

21. Phosphor bronze shall be of the best quality for the purpose for which it is to be used. The castings shall contain eighty-eight (88) per cent of copper and twelve (12) per cent. of phosphorized tin; the phosphorized tin to contain five (5) per cent of phosphorus. Upon each casting shall be cast suitable test pieces, which, in breaking, must show a good uniform metal, and when broken in testing machine shall show at least thirty-five thousand (35,000) pounds per square inch ultimate tensile strength.

Babbitt Metal.

22. All the babbittmetal used shall have the following composition: Fifty (50) parts tin, one (1) part copper, five (5) parts antimony.

Counter-Weight.

23. The counter weight blocks shall be of cast iron. They must be smooth and true to diminsions within one-quarter (¼) inch, and free from cracks and blow holes,

WORKMANSHIP.

Character of Work.

24. More than ordinary care must be taken to have all workmanship strictly first class. The bearings for all shafts must be set to a true line, parallel, and the proper distance between centers. No shimming will be allowed. All bolt holes for connection to the structure of any part of the machinery must be drilled to an iron template or preferably with parts assembled, and unless otherwise specified all bolts must be turned to a driving fit. All shafting must be turned, care being taken to leave proper fillets at points where the diameter is reduced, and all shafts five and one-half (5½) inches and over in diameter shall be bored their entire length. All parts of the machinery shall be so designed as to be readily removed and replaced by new parts. All machinery before connecting with the bridge shall be operated for twenty-four (24) hours or for a sufficient length of time to secure smooth running and correct mesh of the gearing.

Nuts and Nut Locks.

25. All nuts shall be hexagonal in shape. Positive nut locks for all bolts shall be furnished, subject to the approval of the Engineer.

Gear Wheels.

26. All gear wheels must be closely bored to fit their axles or shafts, and properly keyed to the same. They shall be of cast steel, as herein specified, and one duplicate of each different gear shall be furnished by the Contractor, if ordered by the Engineer, at the price per pound named in the bids. All gears are to be molded from patterns and such patterns shall become the property of the Sanitary District as herein specified. All teeth of less than two (2) inches pitch shall be cut.

Irregularities.

27. Any irregularities that may occur in teeth of the gears or rack castings must be chipped to template.

Bearings.

28. All bearings, unless otherwise shown on the plans, shall be babbitted.

Oil Cups.

29. Proper provision must be made for oiling all bearings, using oil cups approved by the Engineer.

Wrenches.

30. Suitable wrenches to fit the nuts of all bolts shall be furnished by the Contractor without extra charge.

Track Girders.

31. The web plates, top side plates and angles of the track girders must be faced on top and the cast steel track plates must get perfect bearing on them. The webs must be planed or fitted on the bottom for bearing on the lower cover plate over the bolsters. The lower surfaces of the girders where they bear on the bolsters must be planed parallel to top of track plates and the total depth of the girders out to out must be the same at all bolsters. The stiffener angles must have perfect bearing under the flange angles. The cast-steel track plate must be planed on top, (see detail on track girder sheet), and over the bottom surface, and the projecting teeth on all four sides to true width and pitch. All holes in the web plates, side plates, flange plates, flange angles, and track plates must be reamed with the parts assembled.

Segmental Girders.

32. The segmental girders, with their track plates, and the several members connecting to them, must be assembled in the shop and all rivet holes reamed to proper size, and all pieces properly marked before taking them apart. The web plates of these segmental girders and the side plates and flange angles must be faced absolutely true to the circle called for, and out of wind, and particular care must be taken to obtain full and perfect bearing of webs, side plates and angles on the track plates throughout their length. All girders without complete bearing will be rejected. The track plates must be faced on

top, bottom, and ends and must present a true circular surface on the outside. The rectangular holes in the track plates, which engage with the teeth on the track girders, must be properly bevelled and cut to exact pitch, and the width must be such that the lateral play is not more than one-eighth (⅛) inch. All holes in the webs, side plates, flange angles and track plates must be reamed with the parts assembled. Extra precautions must be taken to insure the proper distance from the center line of tooth holes in any segmental girder to the center line of tooth holes in the other girder of the same leaf of the bridge. Especial attention is called to this point as being a frequent source of trouble in erection of this type of bridge.

Operating Struts.

33. The operating struts must be perfectly true and straight for their full length. The cast-steel racks, forming a part of them, must be planed on both sides and both ends, on center top rib and on the edges at the sides of the teeth at the height of the pitch line, and riveted up so that the pitch is uniform and the pitch line absolutely straight. The pin holes must be bored so that the axis of the hole shall be at a true right angle with the center line of the strut and exactly in the pitch plane of the teeth. The several pieces of rack must be examined carefully, and, if any difference is found between them, those varying the same should be placed so in the struts that they come opposite each other. The cast steel racks must all be placed by measuring from the center of the pin, and no variation of more than one thirty-second (1-32) inch will be allowed. Tap-bolts, one (1) inch diameter shall be used and made to connect the web plate to every second (2d) tooth, near the pitch line one each side of strut.

Pins.

34. Pins for connection of operating struts to the trusses shall be turned straight and smooth and shall fit the pin holes within 1-32 inch. It is important, and pains must be taken, to bore the pin holes exactly perpendicular to plane of trusses in order to give true alignment to the operating struts and to obtain uniform bearing on the pins.

Erection of Machinery.

35. The trusses marked "A" and "B," on plans, which support machinery must first be erected in the shop and all parts carefully and accurately fitted in order to insure the exact alignment of bearings and meeting of pitch lines of gears and rack, after which the whole must be match-marked before taking apart for shipment. All holes for field rivets must be reamed and holes for machinery bolts drilled, and bolts turned to exact but not driving fit.

36. When erected, the shaft supporting the main pinion must be at a true right angle to the axis of the operating strut, so that the teeth of the pinion shall accurately engage the teeth of the operating strut on their respective pitch lines the entire width of the teeth.

Milling.

37. All milling and facing must be carefully done according to the best practice. Chattering or excessive play in tool will not be allowed and all milled surfaces must be smooth and true.

38. The bottoms of vertical posts, including connection angles and gussets, shall be faced for bearing on base plates. All lug angles and diaphragms which receive stress from bolts and anchor rods shall be faced to a true plane for bearing against washers. All joints in chord members shall be neatly milled to proper angle and, where so shown on plans, shall be fitted for true bearing between abutting members. All stiffener angles and the lug angles above mentioned must be carefully ground at ends to fit surfaces on which they should bear.

39. Ends of floor beams and stringers need not be milled provided care is taken to insure exact lengths as called for on the plans and to set the connection angles truly opposite and at proper angle so as to fit closely to connecting members before bolting up.

Riveting.

40. The pitch of rivets shall never exceed six inches unless otherwise shown on the plans, or sixteen times the thinnest outside plate, nor be less than three diameters of the rivet.

41. The rivets used shall be generally ¾ and ⅞ inch in diameter.

42. The distance between the edge of any piece and the center of a rivet hole must never be less than 1¼ inches excepting for bars less than 2½ inches wide; when practicable it shall be at least two diameters of the rivet.

43. All rivet holes must be so accurately spaced and punched that when the several parts forming one member are assembled together, a rivet 1-16 inch less in diameter than the hole can generally be entered, hot, into any hole without reaming or straining the metal by "drifts." Occasional variations must be corrected by reaming.

44. The rivets when driven must completely fill the holes. The rivet heads must be round and of a uniform size for the same sized rivets throughout the work. They must be full and neatly made and be concentric to the rivet hole, and thoroughly pinch the connected pieces together. No caulking or recupping of cold or loose rivets will be allowed.

45. Wherever possible all rivets must be

machine driven. The machines must be capable of retaining the applied pressure after the upsetting is completed.

46. Field riveting must be reduced to a minimum or entirely avoided where possible.

Punching.

47. For punching the diameter of the die shall in no case exceed the diameter of the punch by more than 1-16 of an inch and all holes must be clean cuts without torn or ragged edges.

Reaming.

48. All reamed holes shall be punched to a diameter at least ⅛ inch less than diameter of the finished hole and all the sheared surfaces must be removed by the reaming tool. The outside burr must be removed by use of a countersunk or other suitable tool.

49. All rivet holes in medium steel five-eighths (⅝) inch and over in thickness shall be reamed after the various pieces have been punched and assembled. Track girders and segmental girders shall be reamed in a similar manner and as heretofore specified.

50. All open holes in connections between truss members, in vertical posts and in ends of floor beams shall be accurately reamed to an iron template, or while assembled in the shop, or in the field after assembling. All parts shall be properly marked that they may be reassembled in the same relative position upon erection.

51. All plates shall be universal mill plates when practicable. Sheared plates in chord members and tension members, excepting tie plates, shall have all sheared edges planed off to a depth of ⅛ inch. No sharp or unfilleted angles or corners will be allowed in any piece of metal.

Annealing.

52. Any pieces which may have been partially heated or bent cold, excepting crimped stiffeners, must be wholly annealed unless otherwise directed by the Engineer. All forgings and steel castings must be annealed according to the best practice as heretofore specified.

53. All members must be free from twists and bends. The several pieces forming a built member must fit closely together and when riveted must be free from twists, bends, or open joints. Portions exposed to view shall be neatly finished.

ELECTRICAL EQUIPMENT.

Center Locks.

54. The center lock, shown on truss detail sheet, consists of a long tongue fastened between the members of the chord of Leaf No. 1 (which has one controller,) extending into the members of the chord of Leaf No. 2 (which has two controllers,) and resting on a diaphragm between the members of Leaf No. 2. It also consists of a short extension of the members of the chord of Leaf No. 2, resting on brackets fastened to the members of Leaf No. 1. In operating the bridge (closing), Leaf No. 2 will be lowered first to a position in which the brackets of Leaf No. 1 will clear the extension of Leaf No. 2 within a few inches; then Leaf No. 1 will be lowered until its tongue touches the diaphragm of Leaf No. 2, after which both leaves will come down together. In operating the bridge (opening), both leaves are raised simultaneously. Indicators, approved by the Engineer, must be provided which will show the position of each leaf during operation to each operator, day and night.

Rear Locks.

55. For each truss of each leaf of the bridge there shall be one rear lock, located and attached as shown on the machinery detail sheet. The rear locks are applied by gravity and opened by solenoids, each solenoid to have a lifting capacity of four hundred (400) pounds over and above the weight of its iron core and lock, when plunger is farthest out, and a stroke of six (6) inches.

56. The rear locks must be operated from the operators' houses, and so wired that the first notch of the controller lever operates the locks, releasing them. The rear locks of Leaf No. 1 must be fitted out with submarine electric connections, to be operated in the manner described above, from either of the two operators' houses. Indicators must be provided which show the positions of the locks to the operators, day and night, and the position of the rear locks on Leaf No. 1 must be indicated in the same manner to the operator on the opposite side of the river.

Brakes.

57. Each leaf of the bridge shall be provided with band brakes, located and attached as shown on the machinery detail sheet, the wheels of which shall be made of cast steel, the faced to be turned. The brake bands shall be of steel, lined with 2x½ inch soft iron strips. The power brakes shall be worked each by an electric solenoid, braking automatically when the current operating the bridge is cut off through the controller, the first notch of the controller releasing the brake without influencing the motors. Two auxiliary foot lever band brakes, located and attached as shown on the machinery detail sheet, shall be provided for each leaf. They shall be so connected to one foot lever in the operators' houses that the pressure of the operator's foot will be distributed equally to each brake, but they shall

be arranged in such a manner that the working of either brake will not be affected by failure of the other. One (1) extra band for foot brakes and two (2) extra bands for power brakes shall be furnished by the Contractor without extra charge, such bands to be fitted ready for use and marked to show their proper position.

Motors.

58. Each leaf of the bridge shall be operated by electric motors, located and attached as shown on machinery detail sheet. These motors shall be of the railway type, series wound, single reduction, multi-polar, water proof, with steel frame and iron clad armature; each to have a capacity of horse power as shown on machinery detail, at normal speed and five hundred (500) volts, and to be capable of carrying an overload of thirty-three and one-third per cent (33⅓%) for thirty (30) minutes or fifty per cent (50%) for five (5) minutes, without injurious heating. The armature speed to be not more than six hundred (600) revolutions per minute, when the horse-power hereinbefore specified is being delivered by the motor at five hundred (500) volts. With each motor shall be furnished a cut pinion and gear with a standard reduction of 1:4 78. If any other reduction is used, the next pair of gears shall be changed correspondingly, so that the speed of the remaining train of gears will not be changed as originally designed. These pinions and gears shall be protected by a removable gear case, The Contractor shall furnish free of cost one extra armature, field coil, pinion and split gear, same to be duplicates of those furnished with the motors. The motors and solenoids for brakes and tail locks shall be arranged in shunt.

Pumps and Auxiliary Motors.

59. Pumps and electric motors for operating such pumps shall be furnished and set by the Contractor on each side of the river, with necessary piping and wiring and connections to switchboard. They shall have a suction pipe to bottom of each counterweight pit and shall be of such size and capacity as to pump all pits in one abutment, if filled with water, dry in one hour, and shall be of such design and detail as will meet the approval of the Engineer and F. M. Montgomery & Co.

Controllers.

60. One controller, to be placed in each operating house to govern the main operating bridge motors, shall be of the reversible type, fitted with a device for blowing out, and shall be capable of varying and maintaining the speed of the motors from slow speed at the starting point to a maximum speed when full on, without sparking, and without shock or jar. It shall be of ample carrying capacity to transmit for one-half (½) hour, without injurious heating, thirty-three and one-third per cent (33⅓%) above the normal amount required by the motors at full load, or transmit for five (5) minutes fifty per cent (50%) above the normal amount required by the motors. An additional controller, fulfilling the same requirements, shall be provided and placed in the operator's house on the side of the river designated by the Engineer, and so connected by submarine cables, switches, etc., as to be able to control the leaf of the bridge on the opposite side of the river. Care shall be taken to place the long tongue of the center lock on the leaf of the span opposite this additional controller. The first notch, or the first position of each controller lever, shall only release the electric brakes and rear locks, the second notch or position of the controller lever being the first to cut out resistance from, and start the operating motors Two starting boxes for the pump motors shall be provided and placed on the switch-board, one in each operator's house.

Wiring and Cables.

61. All wiring from the end of the supply wire at the switch-board in the operators' houses on each side of the river shall be furnished by the Contractor. All wiring between the switch-boards, motors, signals, and lights, except the wiring within the operating houses, shall be lead covered, with rubber insulation, and run in iron conduits. Between the switchboards in the operators' houses shall be furnished and laid, thirty-two (32) feet below Chicago datum, iron armored submarine cables of sufficient insulation and capacity to carry safely the necessary current in strength and frequency to perform the various operations of the motors, locks and brakes, as designated above. All of this work to be subject to the approval of the Engineer and of F. M. Montgomery & Co.

Lights.

62. In the operators' houses on each side of the river shall be placed five (5) 16 candle-power lights, and ten (10) additional lights with waterproof sockets shall be placed on each side of the river about the machinery at such points as will be designated by the Engineer.

Cut-Outs.

63. An automatic circuit breaker shall be placed between each feeder and the switchboard. Each submarine cable, each line to motors, each line to solenoids, and each lighting circuit shall be protected by suitable cutouts, adapted to five hundred (500) volts and the load of the motor.

Switches and Boards.

64. Suitable switches shall be provided for each motor circuit and for each supply wire.

The switches to be of ample carrying capacity for their respective loads, and to be mounted on a suitable switch-board, which shall be placed in a convenient position in each operator's house.

65. All switches, cut-outs and buttons shall be suitably named and labeled, as directed, indicating their office. A voltmeter, equal to the Weston in quality, shall be placed in each operator's house on the switch-board. The Contractor shall also provide and place on each switch-board one ammeter, reading to two hundred (200) amperes, and one fifty thousand (50,000) ohm magneto testing bell.

Signals.

66. At the extremity of each river arm shall be secured a suitable standard, one on each side of the roadway, upon which shall be mounted signal stands showing targets by day and red lights by night. Standards shall be of sufficient height that each light may be readily seen from the river on either side of the bridge. The whole shall be subject to the approval of the Engineer.

67. In each operator's house shall be placed a telephone, complete, with receiver, transmitter, battery and magneto bell, connected by cable beneath the river. Upon the operator's house in which are placed the two controllers shall be placed a one hundred and ten (110) pound Meneeley bell (Troy, N. Y.), to be properly hung, with a cord leading to suitable points inside of the operator's house.

MISCELANEOUS.

Operators' Houses, Stairways, Etc.

68. On each side of the river, located as shown on the approach detail sheet, shall be built and secured in place an operator' shouse, to be of such general dimensions and appearances as shown on the detail sheet of operator's houses. Stairways and walks of wood on steel framing, from the machinery to the ground, and from the operating house to the machinery, and wooden houses to protect the machinery and electric equipment from the weather, with floors or platforms convenient for inspection, oiling and repairs, shall be provided and placed, subject to the approval of the Engineer.

Heating.

69. One coal stove with suitable cast iron pipes and chimneys shall be furnished and set in each operating house subject to the approval of the Engineer.

Railings.

70. Railings shall be made of gas pipe, of such size and design as shown on the detail drawings furnished herewith.

Roadway Paving.

71. Where shown on plans, the roadway floor for the stationary parts of the bridge shall consist of yellow pine block paving, blocks to be seven and one-half (7½) inches long, resting on a floor of yellow pine planking four (4) inches thick, surfaced on one side and to uniform thickness. The planking shall be laid at right angles and shall be fastened to stringers. The blocks shall be laid with close joints and in parallel rows across the roadway, and shall conform in every respect to standard specifications of the City of Chicago. Where not otherwise shown, stationary roadway will be the same as for movable roadway. The roadway floor of the movable parts of the bridge shall consist of two courses of planking. The first course shall be of yellow pine surfaced on one side to a uniform thickness of three and three-quarters (3¾) inches and from six to ten (6 to 10) inches wide, laid one and one-quarter (1¼) inches apart at an angle of one in two (1 in 2) with center lines of the floor beams. Each plank must be fastened to each stringer by two three and one-half by three eighths (3½x⅜) inch railroad spikes driven from under side of the floor. There shall also be four (4) three-quarters (¾) inch carriage bolts bolting this planking to the stringers at each end of each stringer. All pine in the bridge must be long leaf southern yellow heart pine, good quality merchantable lumber, cut from live trees, and shall be out of wind and free from decayed or sap wood, wind shakes, large or loose knots, or other defects impairing its strength or durability. The top course shall be white oak surfaced on one side to uniform thickness of two and three-quarters (2¾) inches laid at right angles to the line of the bridge and well spiked to the lower course. The oak plank shall be from six to ten (6 to 10) inches wide, well seasoned and dry, and free from large or loose knots and other defects.

Sidewalks.

72. The sidewalk planking shall consist of good quality pine, as above specified, surfaced on the upper side and edges. Planks shall be six (6) inches wide, to be laid at right angles to bridge with one-quarter (¼) inch open joints. Planks are to be well spiked to wood strips on stringers.

Wheel Guards.

73. The wheel guard shown on plans shall be of pine and run the entire length of bridge, including approaches, and shall be surfaced one side and one edge to true size.

Camber.

74. The trusses of the bridge shall be so constructed as to give a slight camber to the floor, under the full live load.

Name Plates.

75. Two name plates, 16 inches by 26 inches, shall be furnished by the Contractor. These plates shall bear the following inscription: "Invented by William Scherzer, C. E. Patented December 26th, 1893. Designed by the Scherzer Rolling Lift Bridge Co., Chicago, Ill." These plates shall also properly mention all additional patents owned and designated by the Scherzer Rolling Lift Bridge Company at the time of preparing the plates. Two additional plates shall be inscribed as directed by the Engineer. All plates shall be placed on the structure as directed by the Engineer.

Duplicate Castings.

76. The Contractor must furnish such duplicates of the finished castings as directed by the Engineer, at the price per pound named in the bids. They must be fitted ready for use in the structure.

Patterns.

77. All patterns for castings shall be the property of the Sanitary District, and shall be delivered by the Contractor where directed by the Engineer.

Painting.

78. All of the structural metal work before leaving the shop shall be thoroughly cleaned from all dirt, oil, loose scale and rust, and shall receive one good coat of paint of quality hereinafter specified, well rubbed in. In the riveted work the surfaces coming in contact shall be painted with two coats of paint as above. Bottom of bed plates, bearing plates and any parts not accessible for painting after erection shall have two coats of paint as above. After the structures are erected all metal work in substructure and superstructure shall be cleaned of all rust and dirt and be thoroughly and evenly painted with two additional coats of paint of quality as herein specified. The paint must be delivered at the bridge site at least ten (10) days in advance of the time it is to be used, and samples must be submitted to the Engineer for approval as to quality and color. No painting will be permitted to be done in wet or freezing weather. In case any paint is washed or scraped off before becoming dry the work must be repainted to the satisfaction of the Engineer, and at the Contractor's expense. All turned or planed surfaces must receive a coat of white lead and tallow before leaving the works. The operators' houses shall be painted as specified on plans.

79. All metal set by the Contractor for the substructure with surfaces below the water line or otherwise inaccessible after erection shall receive two additional coats of asphalt or other paint as designated by the Engineer. The paint shall be furnished by the Contractor for the superstructure, but applied by the Contractor for the substructure.

Paint.

80. The paint to be used as first or shop coat shall be the highest grade of red oxide of iron paint, the pigment to contain at least forty (40) per cent sesqui-oxide of iron and be mixed with best boiled linseed oil and a minimum amount of turpentine japan dryer. No benzine will be allowed in the paint.

81. The paint for the second and third coats shall be the same as the first coat with the addition of one (1) ounce of best Germantown lamp black to each gallon of paint for the second coat and one and one-half (1½) ounces of the same lamp black to each gallon of paint for the third coat, to be thoroughly stirred in by machinery.

82. A written statement and guarantee of the composition of the paint shall be given the Engineer by the manufacturer furnishing the paint.

Shipping.

83. All parts shall be carefully loaded so as to avoid injury in transportation, and shall be at the Contractor's risk until acceptance of the bridge. All screw ends shall be wrapped with twine before shipment. 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 three copies of each invoice shall be furnished the Sanitary District of Chicago. The above weights shall be the actual, not estimated, weights.

Flood Guards.

84. Steel flood guards around track girders, constructed of ⅜-inch plate and 3-inch by 3-inch by ½-inch (3-inch by 3-inch by ½-inch) angles shall be furnished and set securely in place, if so directed by the Engineer, and the price to be paid for same shall be the pound price for extra medium or soft steel erected in place, mentioned in the bid.

Delivery of Substructure Metal.

85. The Contractor shall furnish all substructure metal called for on the plans and deliver same when needed on the ground at site of the bridge or at such places as the Contractor for the substructure may designate reasonably convenient for both parties. When this metal cannot be rolled in time for fabrication and delivery as required it must be procured at once from material already manufactured, and, when desirable, modifications of sections and grade of material may be made as authorized by the Engineer. A reasonable and sufficient number of tests of such

material, to satisfy the Engieeer as to its quality, shall be furnished free of charge. Any expense incurred by the Sanitary District due to non-delivery of substructure material when needed, excepting through circumstances entirely beyond control, shall be properly charged to the Contractor. On this point the Engineer shall be sole judge and his decision shall be binding to both parties to this contract.

Approach Span Eighteenth Street Bridge.

86. The Contractor for the substructure of Eighteenth Street Bridge will erect temporary supports to carry the east approach span, and will maintain the same in a safe condition until the east abutment is turned over to the Contractor ready for erection of the superstructure. The Contractor shall thereafter assume all responsibility for the safety and maintenance of said span until the completion and acceptance of the bridge. The Contractor shall make all connections between the new work and said approach span as shown on the plans and shall restore, in a manner acceptable to the Engineer, such part of the floor system, roadway planking and paving, guard rails, sidewalks, hand rails, etc., as may have been removed during construction of the substructure or superstructure, the amount removed being not to exceed two panel lengths. The old planking and paving taken out shall not be used again in the floor unless so allowed by the Engineer. The Contractor shall make all necessary examinations and measurements, do all shop and field work and furnish all iron, steel, lumber, paint and other material, and the labor necessary for the maintenance of this span and connecting it with the new bridge complete and ready for use and traffic, and the cost of this work shall be included in the lump sum price for the superstructure named in the bid. Prospective bidders are required to carefully examine the existing structure in order to inform themselves as to the magnitude and nature of this work.

87. The Contractor, shall, as soon as can be done with safety, remove the temporary supports under the above mentioned approach span, cut off all piles in these supports and perform any other labor as directed, and shall convey all material to such place or places, as the Engineer may direct. The price to be paid for this work shall be the actual cost plus fifteen (15) per cent.

Erection.

88. The Contractor shall furnish all staging and false work, shall erect and adjust all the metal work, except metal work in substructure as herein specified, and shall furnish and put in place all floor timbers and timber guards. The Contractor shall assume all risks 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. After all flooring, iron and electrical work, etc., have been placed on the movable parts the Contractor shall adjust the counterweights so as to make the bridge in proper balance to the satisfaction of the Engineer and F. M. Montgomery & Co. All counterweight metal required over and above the amount shown on the plans shall be paid for at the unit price per pound for extra counterweight castings named in the bid. All power used in operating the bridge or machinery or for other purposes, before the acceptance of the bridge by the Sanitary District, shall be furnished by the Contractor at his own expense.

Inspection.

89 All facilities for inspection of the materials and workmanship shall be furnished by the Contractor. He shall furnish without charge such specimens (prepared) of the several kinds of steel to be used as may be required to determine their character.

90. The Contractor must furnish, free of cost, the use of a testing machine capable of testing the above specimens at all mills where the steel may be manufactured.

91. Full sized parts of the structure may be tested at the option of the Engineer, but if tested to destruction such material shall be paid for at cost, less its scrap value to the Contractor, if it proves satisfactory. If it does not stand the specified test it will be considered rejected material and be solely at the cost of the Contractor.

Extra Inspections.

92. Should the preparation of the material for this structure be widely distributed, or should unnecessary delays in getting out the same, or delay in the required date of final completion occur, the cost of extra inspection shall be borne by the Contractor; the Engineer to be sole judge of what is to be deemed extra inspection.

Final Acceptance.

93. 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 inspected said material or workmanship shall not make the Sanitary District liable for extra cost for replacing the same with material or workmanship accepted by the Engineer on final acceptance.

94. The contractor for the superstructure

shall have his material ready for erection and shall proceed to erect the same as soon as either substructure of the bridge is ready to receive it; and should both substructures be ready at the same time, the erection of the two halves of the superstructure shall be carried on simultaneously, if so ordered by the Engineer; it being understood that five (5) months is allowed for the erection of the superstructure, and that the Contractor for the superstructure shall not be compelled to begin erection more than five (5) months before the date upon which his contract will expire.

Maintenance.

95. The Contractor will be required to maintain the superstructure work for a period of twelve (12) months after the same shall have been completed to the satisfaction of the Engineer, keeping the same in perfect repair during that time against all damages of wear and tear due to imperfect material or faulty workmanship which may be discovered under the legitimate use or operation of the bridge. He shall be required to execute a bond in the sum of $15,000 for the faithful performance of this before receiving a final payment of his contract.

GENERAL CONDITIONS.

96. The drawings furnished form a part of these specifications, and any work shown therein shall be executed the same as if mentioned herein. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any omissions in plans or specifications.

Changes in Plans.

97. The quantity of work and material figured from the plans is approximate, and the Sanitary District reserves the right to make any changes in the plans or specifications which may be deemed necessary either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not changed thereby. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages nor 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 work actually done, and at prices and rates established for such work under this contract. Notice of change of plan must be given to the Contractor in writing, and it is expressly agreed that no alterations or additions or extra work are to be paid for, unless so directed in writing,

Extra Work.

98. All claims for extra labor or material furnished by the Contractor, or for damages from any cause whatever, must be reported to the Engineer at the time such labor or material is furnished 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 Committee on Engineering shall fix such prices for the work as they shall consider just and equitable, and the Contractor shall abide by such prices, provided he enters upon such work with a full knowledge of the prices fixed by the said Committee; but if the Contractor declines executing said work at the prices by said Committee, 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 Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and said Contractor shall accept such prices in full satisfaction of all the 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 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 for the same, the actual cost of the work with fifteen (15) per cent added. Provided further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

Responsibility of Contractor.

99. 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. All work provided for in this contract is to be done under the direction and supervision of the 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 extra charge therefor, to enable the Engineer to properly give lines and grades and measure the work from time to time.

100. All materials of whatever kind to be used in the work will be subject to the inspec-

tion and approval of the Engineer. All unsuitable or rejected materials must be removed from the premises at once by the Contractor.

101. All work shall be subject to constant inspection before acceptance. Any unfaithful or imperfect work that may be discovered before its final acceptance shall be corrected immediately, and any unsatisfactory material used in the work shall be rejected and removed on the requirement of the Engineer, notwithstanding they may have been overlooked by the inspector and estimated. The inspection of any work shall not relieve the Contractor of any of his obligations to perform sound work, as herein specified, and all work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good and satisfactory work.

102. 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 thirty (30) days' notice, work a forfeiture of the contract at the option of the Sanitary District.

103. In the event of any action at law or in equity being taken by any person, persons or corporation, which would restrain the Sanitary District from giving or the Contractor from securing possession of the site of the bridge, or in any way delay the execution of this contract, then, in that case, the Contractor shall not hold the Sanitary District liable for any loss or damage by him sustained on account of such interference, and the Contractor shall be accorded an extension of the period within which the work was to have been completed by the terms of the contract, equal to the time lost by reason of such restraint.

104. During all periods of construction the Contractor shall uninterruptedly keep open for navigation a channel of sufficient width in the river to permit continuous traffic on the same.

105. The Contractor shall conform to all the ordinances of the City of Chicago and the regulations imposed by the United States Government in any manner affecting this work, and he shall release the Sanitary District of Chicago from all responsibility for loss or damage occasioned by delays or inconveniences due to the navigation of the river by vessels of any sort or description or for other causes not now foreseen. He shall also be responsible for and make good all damages to adjoining property which may be occasioned by him or his work in the execution of this contract.

106. 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 thirty (30) days after the giving of said notice the Sanitary District may declare this contract forfeited, if there is a substantial failure to comply with its provisions.

Tools.

107. The Contractor is to furnish all the tools of every description, including pumps, cars and tracks, boats, barges and tugs necessary to the full and complete carrying out of this contract, and on completion of the work is to remove all tools, buildings and materials of all kinds from the site of the bridge.

Precautions.

108. Whatever precautions may be necessary to render any 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, shall be taken by the Contractor.

Workmen.

109. The Contractor shall employ competent formen 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. It is especially understood and agreed that eight (8) hours shall constitute a day's work, and that 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. In the event of any violation of the above eight (8) hour provision, it is hereby agreed 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 Contractor, as liquidated damages, the sum of five dollars ($5) 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.

110. It is further agreed that the Contractor shall indemnify, keep and save harmless said

Sanitary District from all liabilities, judgments, costs, damages and expenses which may in anywise come against said Sanitary District, 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 the Contractor and accepted by the Sanitary District, except the patents on a bridge design of the Scherzer type controlled by Frank M. Montgomery & Co., 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 Sanitary District, then the Sanitary District 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.

Damages.

111. If any damage shall be done by the Contractor or by any person or persons in his employ to the owner or occupants of land, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, 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 said 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, 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 omission or act 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 claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Time.

112. The Contractor agrees to begin the work covered by this contract within fifteen (15) days after said contract shall have been executed, and to prosecute the building of the structure herein provided for so as to complete the same on or before the end of the fifteenth (15th) month from the date of this contract.

Penalty.

113. The Contractor hereby agrees to forfeit as liquidated damages for any non-compliance with, or non-fulfillment of the provisions of this contract within the time specified fifty dollars ($50) per day for each day beyond the date within which the work hereby provided is to be completed as defined in paragraph 112, time being an essential part of this contract.

114. In case the substructure is not completed and ready to receive the superstructure by November 6, 1903, an extension of time will be granted for the completion of the superstructure equivalent to the time required beyond November 6, 1903, for the completion of the substructure. Provided, however, that the construction of the substructure has not been delayed by failure of the Contractor for the superstructure to supply the steel which enters into or must be embedded in the substructure masonry.

Prices.

115. In consideration of the said work being carried on and completed in the time and manner as hereinbefore specified, the said Sanitary District agrees to pay to the said Contractor for the superstructure the following amounts, and the said Contractor agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the materials, tools, labor, etc., to-wit:

(*a*) For the superstructure, furnished and erected complete, including operating machinery, locks, signals, electric equipment, pumps with motors, houses, etc., for operating this bridge, as specified, and to furnish all iron, steel and paint in the substructure at the site of the bridge, except the steel lining to counterweight pits, and for maintaining, connecting with and restoring approach span as specified and shown on plans, the sum of one hundred fifteen thousand eight hundred seventy ($115,870.00) dollars.

(*b*) For furnishing the steel lining for counterweight pits, if required, as shown on drawings, the sum of six and one-half (.06½) cents per pound.

(*c*) For extra medium or soft steel, erected in place, the sum of six and one-half (.06½) cents per pound.

(*d*) For extra iron castings, erected in place,

the sum of five and three-quarters (.05¾) cents per pound.

(e) For extra cast steel in track plates, erected in place, the sum of fifteen (15) cents per pound.

(f) For extra steel castings and all other steel for machinery, erected in place, the sum of fifteen (15) cents per pound.

(g) For extra phosphor bronze, erected in place, the sum of forty-one (41) cents per pound.

(h) For extra counter-weight block castings, erected in place, the sum of five (5) cents per pound.

(i) For extra yellow pine or oak put in place, as specified, per thousand (1,000) feet, B. M., the sum of sixty dollars ($60.00.)

The prices proposed must include all royalties for patents, or patented material or 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 claims; provided, however, this does noes not apply to the patented design of the bridge of the Scherzer Rolling Lift Bridge Company, the right to use the same having been purchased by the Sanitary District.

Time and Manner of Payment.

116. It is agreed by the party of the first part that on or before the 10th day of each month during the progress of the work, and subject to the provisions hereinbefore specified under the head of "time," payment will be made to the said party of the second part to the amount of sixty (60) per cent of the value, as estimated by the Engineer, of the structural metal delivered under this contract, upon written certificate from the Engineer that such amount of material has been delivered during that period at the site of the bridge; forty (40) per cent being reserved until the completion and acceptance of the work by the party of the first part. The said forty (40) per cent to be paid upon the written certificate of the Engineer within thirty days after said acceptance.

Certificate.

117. Upon the completion of the superstructure in accordance with the specifications and contract, to the full satisfaction of the Engineer, and upon the inspection of same and the issuance of the final certificate by the Engineer, 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 said certificate of the said Engineer.

Failure to Complete.

118. It is further agreed by the said party of the second part that if the work to be done under this contract on the superstructure 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 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 Engineer may deem necessary to complete the work herein described, or any part thereof. And, in so doing, said Engineer may use such tools, implements 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. Should there be a failure by the second party to deliver said material of the character and strength herein provided for, at the time herein specified; or if after delivery of same, as herein provided, said Contractor should fail financially, either before or after having been paid the sixty (60) per cent of the contract price, as hereinabove 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. 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 ten (10) days after it shall have become due, then the party of the first part shall have power to pay for such labor or for materials, tools, 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 the power to pay for such labor or materials, machinery, appliances, fuel, provisions or supplies of whatever sort or kind, out of money 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 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, machinery, appliances, fuel, provisions or supplies of any sort or kind consumed upon, in or on account of the work covered by this Contract in such manner and upon such proofs as the said Engineer may deem sufficient.

Contractor's Bond.

119. The Contractor shall furnish bond in the sum of thirty-five thousand ($35,000) dollars for the superstructure of this bridge, 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, 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 place of the bond so having become insufficient or worthless.

Final Payment.

120. 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 the agreement, nor until 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 the 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.

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.

THE SANITARY DISTRICT OF CHICAGO,

(SEAL) By THOMAS A. SMYTH,
President.

Attest:
S. D. GRIFFIN,
Clerk.

JACKSON & CORBETT COMPANY,

(SEAL) GEORGE W. JACKSON,
President.

Attest:
JAMES J. GRAHAM,
Secretary.

SUPERSTRUCTURE FOR THE LOOMIS STREET BRIDGE.

The contract and specifications for the superstructure of a Highway Rolling Lift Bridge for the Sanitary District crossing the South Branch of the Chicago River at Loomis Street, in the City of Chicago, are identical in every respect with those for the superstructure of the Highway Rolling Lift Bridge crossing the South Branch of the Chicago River at Eighteenth Street, as printed in the Proceedings of this date on pages 9111-26, except that part of these contracts pertaining to special prices for the work, etc., which parts are as follows:

SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Superstructure of a Highway Rolling Lift Bridge of the Scherzer Type, Crossing the South Branch of the Chicago River, in the City of Chicago, to be built for the Sanitary District of Chicago.

This Agreement, Made and entered into this sixth day of December, A. D. 1902, by and between the Sanitary District of Chicago, of the first part, and Jackson & Corbett Company, a corporation organized and existing under the Laws of the State of Illinois, of Chicago, in 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 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 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 Highway Rolling Lift Bridge for the Sanitary District of Chicago, crossing the South Branch of the Chicago River at Loomis Street in the City of Chicago.

* * * * * * * * *

Prices.

115. In consideration of the said work being carried on and completed in the time and manner as hereinbefore specified, the said Sanitary District agrees to pay to the said Contractor for the superstructure the following amounts, and the said Contractor agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the materials, tools, labor, etc., to-wit:

(*a*) For the superstructure, furnished and erected complete, including operating machinery, locks, signals, electrical equipment, pumps with motors, houses, etc., for operating this bridge, as specified, and to furnish all iron, steel and paint in the substructure at the site of the bridge, except the steel lining to counterweight pits, and for maintaining, connecting with and restoring approach span as specified and shown on plans, the sum of one hundred twenty-one thousand six hundred twenty dollars ($121,620).

(*b*) For furnishing the steel lining for counterweight pits, if required, as shown on drawings, the sum of six and one-half (6½) cents per pound.

(*c*) For extra medium or soft steel, erected in place, the sum of six and one-half (6½) cents per pound.

(*d*) For extra iron castings, erected in place, the sum of five and three-quarters (5¾) cents per pound.

(*e*) For extra cast steel in track plates, erected in place, the sum of fifteen (15) cents per pound.

(*f*) For extra steel castings and all other steel for machinery, erected in place, the sum of fifteen (15) cents per pound.

(*g*) For extra phosphor bronze, erected in place, the sum of forty-one (41) cents per pound.

(*h*) For extra counterweight block castings, erected in place, the sum of five (5) cents per pound.

(*i*) For extra yellow pine or oak put in place, as specified, per thousand (1,000) feet B. M., the sum of sixty ($60.00) dollars.

* * * * * *

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.

THE SANITARY DISTRICT OF CHICAGO,
By THOMAS A. SMYTH,
President.

Attest:
S. D. GRIFFIN,
(SEAL) *Clerk.*

JACKSON & CORBETT COMPANY.
GEORGE W. JACKSON,
President.

Attest:
JAMES J. GRAHAM,
(SEAL) *Secretary.*

COMMUNICATION FROM THE SCHERZER ROLLING LIFT BRIDGE COMPANY.

The Clerk presented a communication from The Scherzer Rolling Lift Bridge Company in reference to furnishing plans, designs and specifications for Scherzer Rolling Lift Bridges at Harrison Street and Loomis Street, which, by unanimous consent, was referred to the Committee on Engineering.

PRESENTATION OF BID FOR THE SUPERSTRUCTURE OF THE BRIDGE CROSSING THE CHICAGO RIVER AT HARRISON STREET.

Under the head of new business, the President announced that, in conformity with the advertisement inviting proposals for erecting and supplying the superstructure for the bridge across the Chicago River at Harrison Street, in the City of Chicago, duly published, giving sixty days' notice, as required by the Sanitary District act, and as authorized at the meeting held October 15, 1902, the Board would now

proceed to open the bids received in response to said advertisement.

The Clerk reported that but one bid had been received, and thereupon proceeded to open the same, as shown hereafter.

At the conclusion of the reading of the bid, Mr. Braden, seconded by Mr. Cloidt, moved that the bid received be 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 bid received for erecting and supplying the superstructure for the Harrison Street Bridge, being accompanied by a certified check in the sum of $3,000.00:

THE BID IN DETAIL FOR ERECTING THE SUPERSTRUCTURE OF A HIGHWAY BRIDGE CROSSING THE CHICAGO RIVER ON THE LINE OF HARRISON STREET.

Bid Opened December 17th, 1902.

NAME OF BIDDER.	—a— Superstructure.	—b— Steel Lining. Cents per lb.	—c— Extra Medium or Soft Steel. Cents per lb.	—d— Extra Iron Castings. Cents per lb.	—e— Extra Steel Castings and Machinery Steel. Cents per lb.	—f— Extra Phosphor Bronze. Cents per lb.	—g— Extra Counterweight Block Castings. Cts. per lb.	—h— Extra Yellow Pine or Oak. Per 1,000 Ft. B. M.	Total.
Jackson & Corbett Company, Chicago, Ill.....	$159,000 00	6½	7½	5	15	55	5	$60 00	$159,000 00

RESOLUTION IN REFERENCE TO THE LOCATION OF THE LAWRENCE AVENUE PUMPING STATION.

Mr. Webb presented and the Clerk read the following resolution:

"WHEREAS, The City of Chicago has acquired for the purpose of a pumping station, the following described premises, to-wit:

Lot fifty-six (56) in Sam Shakeford's Subdivision of the southwest quarter (¼) of the southwest quarter (¼) of Section twelve (12), Township forty (40) North, Range thirteen (13), east of the Third Principal Meridian, situated in Cook County, Illinois; and

WHEREAS, The Sanitary District of Chicago, did, on the 23d day of April, A. D. 1902, by its ordinance, change the route of the North Branch of the Chicago River; and

WHEREAS It would be unwise to locate the pumping station upon said Lot fifty six (56); and

WHEREAS, The Northwest Land Association is the owner of the following described premises, to wit:

That part of the northeast quarter (¼) of the northwest quarter (¼) of Section thirteen (13), Township forty (40) North, Range thirteen (13), East of the Third (3rd) Principal Meridian, situated in Cook County, Illinois, being described as follows:

Beginning at a point in the north line of said section thirteen (13), 3163 02 feet west of the northeast corner of said section thirteen (13), measured along said north line running thence east 260 feet along said north line of said section thirteen (13), running thence south 233 feet on a line at right angles with said north line of section thirteen (13), running thence west on a line parallel with said north line of section thirteen (13) to its intersection with the east line of the proposed new channel of the North Branch of the Chicago River; running thence northwesterly along said east line of said new channel to the point of beginning; which tract of land is sufficient for a pumping station, and is preferrable to the site first selected; and,

WHEREAS, Said Northwest Land Association is willing to exchange its said described property for said Lot fifty-six (56); therefore be it

Resolved, By the Board of Trustees of the Sanitary District of Chicago, that we recommend that the City of Chicago make such exchange with the Northwest Land Association."

Mr. Webb, seconded by Mr. Legner, moved the adoption of the resolution as read and shown above,

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

In this connection Mr. Legner, seconded by Mr. Webb, moved that the Clerk be authorized and directed to forward a certified copy of the resolution just passed to the Commissioner of Public Works of the City of Chicago.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Baker, the Board then adjourned.

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 24, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, December 24, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were then

Present—Messrs. Baker, Braden, Carter, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Cloidt and Jones—Two.

Mr. Cloidt arriving subsequently.

President Smyth then called the Board to order.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department (Chief Engineer's, December, 1902)	$ 7,924 58
Clerical Department (Clerk's, December, 1902)	958 33
Treasury Department (Treasurer's, December, 1902)	375 00
General Account (General, December, 1902)	240 00

Police Department (Marshal's, December, 1902)		$ 1,733 28
Maintenance Account (Controlling Works, December, 1902)		550 00
		$ 11,781 19

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (State Street Bridge, December 15, 1902)	$ 1,750 00	
American Bridge Company (Canal Street Bridge, December 22, 1902)	20,000 00	
The A., T. & S. F. Ry. Co. (Belt Railway permanent bridge, Sec. "K")	1,597 26	
J. W. Landis (Ashland Avenue Bridge, lumber)	32 06	
The Krug Sand Company (Ashland Avenue Bridge, sand)	4 35	
S. D. Griffin, Clerk (account Main Street Bridge, pay roll)	30 00	
		23,413 67

WATER POWER DEVELOPMENT.

Barrett Hardware Company (hardware)	$ 9 65	
H. Channon Company (railroad plows)	41 00	
S. D. Griffin, Clerk (pay roll December 1, 8 and 13, 1902)	1,268 98	
		1,319 63

ENGINEERING DEPARTMENT.

E. H. Heilbron (expense)	$ 57 35	
Wm. Sullivan (expense)	46 70	
J. E. Grady (expense)	17 90	
Knickerbocker Ice Company (ice)	2 50	
H. Channon Company (ship chandlery)	5 54	
Ralph Modjeski (inspecting bridge material)	121 47	
		251 46

LAW DEPARTMENT.

James Todd, Attorney (expense)	$ 342 55	
E. C. Shaw (transcript Gaylord vs. Sanitary District)	293 00	
John G. Drennan (legal services, State of Missouri vs. State of Illinois)	2,500 00	
George M. Brill (expert services)	110 00	
Ervin T. Geist, Recorder (certified copy of release deed)	2 35	
Chicago Daily Law Bulletin (annual dues, 1903)	12 00	
Edward Thompson Company (law books)	12 00	
Callaghan & Co. (law books)	4 00	
John W. Nadelhoffer (expense)	36 02	
		$ 3,311 92

POLICE DEPARTMENT.

Mrs. Bridget Lambert (laundry)	15 00

GENERAL ACCOUNT.

Illinois Engraving Company (etch diagrams for memorials)	$ 2 58	
Clohesey & Co. (envelopes)	25 50	
John F. Higgins (printing proceedings)	165 25	
Twentieth Century Press Clipping Bureau (clippings, November, 1902)	4 00	
Andrew Loehnes (engrossing resolutions, A. R. Porter)	50 00	
S. D. Griffin, Clerk (expense)	12 00	
S. D. Griffin, Clerk (expense)	77 00	
		336 33

MAINTENANCE OF HIGHWAY BRIDGES.

S. D. Griffin, Clerk (pay roll December 6, 1902)	557 95
Grand total	$ 40,987 15

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Cloidt, Carter, Legner, Smyth, Webb and Wenter — Seven.

Nays—None.

ORDER FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF BONDS MATURING JANUARY 1, 1903.

Under the head of new business, Mr. Carter presented and the Clerk read the following 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 eight hundred thirty-seven thousand four hundred twenty-five dollars ($837,-425.00), to be used by said Treasurer in the payment of the principal and interest of bonds maturing on the first day of January, A. D. 1903, as follows:

Second issue, ninth installment	$ 150,000 00	
Fourth issue, eighth installment	200,000 00	
Fifth issue, seventh installment	40,000 00	
Sixth issue, sixth installment	40,000 00	
Ninth issue, third installment	50,000 00	
Twelfth issue, first installment	100,000 00	
Total bonds		$ 580,000 00
Second issue, six months' interest on $1,800,000 at 5%	$ 45,000 00	
Third issue, six months' interest on $1,800,000 at 5%	45,000 00	
Fourth issue, six months' interest on $2,600,000 at 4½%	58,500 00	
Fifth issue, six months' interest on $ 560,000 at 4½%	12,600 00	
Sixth issue, six months' interest on $ 600,000 at 4½%	13,500 00	
Seventh issue, six months' interest on $ 200,000 at 3½%	3,500 00	
Eighth issue, six months' interest on $ 190,000 at 3½%	3,325 00	
Ninth issue, six months' interest on $ 900,000 at 4%	18,000 00	
Tenth issue, six months' interest on $ 900,000 at 4%	18,000 00	
Twelfth issue, six months' interest on $2,000,000 at 4%	40,000 00	
Total interest		$ 257,425 00
Grand total		$ 837,425 00

Mr. Carter, seconded by Mr. Wenter, moved that the order, as read and shown above, be passed.

The roll being called, the order was passed by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

VERBAL REPORT IN REFERENCE TO INCREASE OF COUNTERWEIGHTS FOR THE STATE AND RANDOLPH STREETS BRIDGES.

Under the head of new business, Chief Engineer Isham Randolph made a verbal report with reference to the gallows frames to be erected by the Union Traction Company for the support of the trolley wires on the new bridges crossing the Chicago River at State and Randolph Streets, which will require an increase of counterweights for said bridges and be an additional expense to the District, stating that provisions must be made at this time to allow for the added weight of the frames; and further requesting to be informed as to whether such additional expense should be charged to said Union Traction Company.

Mr. Baker, seconded by Mr. Carter, moved that the Chief Engineer be author-

ized and directed to confer with the Engineer of the City of Chicago in reference to the matter in question, and report their conclusions to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

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

Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

DECEMBER 31, 1902.

OFFICIAL RECORD.

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

REGULAR MEETING.

The Five 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, December 31, 1902, at 2 o'clock P. M.

The President, Mr. Smyth, took the chair, and the roll being called there were

Present — Messrs. Baker, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Seven.

Absent—Messrs. Braden and Jones—Two.

Mr. Braden arriving subsequently.

President Smyth then called the Board to order.

MINUTES.

On motion of Mr. Legner, seconded by Mr. Carter, the minutes of the regular meetings held December 10th, 17th and 24th, 1902, were approved as printed.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Law Department (Attorney's, December, 1902)	$ 2,299 98
General Account (Trustees', December, 1902)	2,333 33
	$ 4,633 31

CONSTRUCTION ACCOUNT.

Lydon & Drews Company (Main Street Bridge)	$ 176 70	
S. D. Griffin, Clerk (pay roll, Main Street Bridge)	95 00	
Champion Oil Company (oil, Main Street Bridge)	7 50	
J. J. McMullin & Co. (coal, Main Street Bridge)	7 50	
J. L. Snydacker & Co. (coal, Main Street Bridge)	12 00	
The Johnston & Jennings Company (iron, Ashland Avenue Bridge)	138 00	
S. D. Griffin, Clerk (pay roll, account Ashland Avenue Bridge)	300 00	
J. J. McMullin & Co. (coal, Ashland Avenue Bridge)	7 50	
J. L. Snydacker & Co. (coal, Ashland Avenue Bridge)	12 00	
W. F. Kelley (teaming, Ashland Avenue Bridge)	24 00	
		780 20

WATER POWER DEVELOPMENT.

Max Wulff (blacksmithing)		11 15

ENGINEERING DEPARTMENT.

Jas. T. Bransfield (expense)	$ 23 28	
Hans Isak (gauge reading, December, 1902)	10 00	
G. H. Moore gauge reading, December, 1902)	30 00	
Samuel L. Hanks (ice, October, November and December, 1902)	27 00	
Lake Shore Engine Works (repairing engine)	400 00	
		490 28

CLERICAL DEPARTMENT.

A. B. Dick Company (mimeograph supplies)		2 40

LAW DEPARTMENT.

James Todd, Attorney (expense)	$ 49 00	
J. W. Arnold, Jr. (services, condemnation suit)	57 00	
E. Meers, (special services, Joliet Pioneer Stone Company vs. Sanitary District)	558 20	
Aaron M. McKay (expert services)	400 00	
C. H. Pegler (expert services)	100 00	
D. H. Barnes (expert services)	700 00	
Harry Mace (expert services)	575 00	
Call McNaughton (legal service, Gaylord vs. Sanitary District)	279 75	
		2,718 95

CITY OF CHICAGO.

Dolese & Shepard Company (crushed stone, Ashland Avenue Bridge)	$ 342 63	
Dolese & Shepard Company (crushed stone, Ashland Avenue Bridge)	480 53	
Dolese & Shepard Company (crushed stone, Main Street Bridge)	358 00	
John McGuire (cinders, Canal Street Bridge)	182 00	
		$ 1,363 16
Grand total		$ 9,999 45

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

The roll being called, it was so ordered by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

MONTHLY REPORT OF THE CLERICAL DEPARTMENT.

The Clerk presented the report of the Clerical Department for the months of October and November, 1902, which, on motion of Mr. Wenter, seconded by Mr. Legner, was ordered printed in the Proceedings and referred to the Committee on Finance.

The following is the report:

CHICAGO, December 1, 1902.

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 October and November, 1902.

The total expenditures of the District for the months of October and November, 1902, were $508,119.68 and $125,250.79, respectively, aggregating the sum of $633,370.47, all of which was paid by regular warrants drawn on the Treasurer.

The total amount expended on account of, and charged to, the Clerical Department was $1,925.41, of which amount the sum of $1 916.66 was for salaries and the sum of $8.75 for general office expenses.

The total amount expended for account of, and charged to, the General Account was $9.729.99, divided as follows:

Rent of offices, October and November, 1902	$ 956 66
Printing	223 33
Advertising	395 55
Salaries	5,476 66
General expenses	2,677 79
Total	$ 9,729 99

Of the total tax levy warrants heretofore issued, all have been redeemed, except $5 212.91 of the levy of 1896.

The following is a tabulated statement of the total expenditures for the months of October and November, 1902:

Account.	*October.*	*November.*	*Totals.*
Engineering Department	$ 8,647 50	$ 9,092 42	$ 17,739 92
Clerical Department	967 08	958 33	1,925 41
Law Department	8,538 88	8,171 57	16,710 45
Treasury Department	375 00	375 00	750 00
Police Department	1,777 28	1,733 28	3,510 56
General Account	4,872 36	4,857 63	9,729 99
Maintenance Account	1.500 32	963 32	2,463 64
Bond Account, first issue	100,000 00	.....	100,000 00
Interest on Bonds	27,500 00	.....	27,500 00
Right of Way	258,773 12	19,046 53	277,819 65
Bridge Construction, Main Channel	179 53	.....	179 53
Bridge Construction, Chicago River	50,439 17	56,267 21	106,706 38
Chicago River, Dredging, Docking, etc.	34,906 80	11,191 67	46,098 47
Water Power Development	9,042 64	12,588 58	21,631 22
Land Damages	600 00	.....	600 00
Telephone Line		5 25	5 25
Totals	$ 508,119 68	$ 125,250 79	$ 633,370 47

Respectfully submitted,

A. R. PORTER, *Clerk.*

MONTHLY REPORT OF THE ENGINEERING DEPARTMENT.

The Clerk presented the report of the Engineering Department for the month of November, 1902, which, by unanimous consent, was ordered printed in the Proceedings and placed on file.

The following is the report:

CHICAGO, December 27, 1902.

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, 1902, giving the detailed operations of same.

The value of construction work done was $76,377.36. Vouchers were issued on this account to the amount of $98,974 94. The engineering expenses were $8 452 29, divided as follows: Salaries, $7,744.58; supplies, etc., $707.71. Vouchers were also issued account maintenance of highway bridges to the amount of $3,929.92. Details of the figures here given are shown in the tabulated statements submitted herewith.

Chicago River.

The record of the contractor for the

dredging and docking of the river is as follows: Dredge No. 2 worked from the 1st to the 9th dredging to grade in front of the Commonwealth Electric Company's property, west of Halsted Street, on the north side of the river. On the 10th and 11th, dredging to grade in front of the Philadelphia and Reading Coal Company's property; dredging through the opening of Canal Street Bridge, and backfilling the new dock at the Gibson property. From the 13th to the 22nd, excavating new dock cut in front of the Commonwealth Electric Company's property on the south side of the river; and from the 23rd to the end of the month, dredging to grade was carried on between Ashland Avenue and Wood Street. The Fitz-Simons and Connell Co.'s dredge No. 5 was used from the 1st to the 20th and its dredge No. 3 on the 11th, in excavating for the new dock line in front of the property of the Glucose Sugar Refinery. One floating pile-driver was at work from the 3rd to the 14th, pulling old dock and piles, and from the 21st to the 29th, driving dock piles and sheeting for the new dock at the Glucose Sugar Refinery. On the 28th and 29th, a land driver drove the anchor piles at this point. Driver No. 2 worked at the Commonwealth Electric Company's property on the north side of the river, driving dock piles and sheeting from the 1st to the 24th, and driver No. 7 was employed at the same work from the 6th to the 11th. The new dock at this place was completed on the 29th. Driver No. 7 was employed in pulling old dock at the Commonwealth Electric Company's property on the south side of the river on the 15th, 17th and 18th; land driver No. 8 drove anchor piles on the 21st and 22nd and driver No. 10 drove dock piles from thd 26th to the 29th. At the Heldmaier property, driver No. 7 pulled the old dock on the 14th and 15th; driver No. 10 drove dock piles on the 20th and 21st; driver No. 8 drove anchor piles on the 24th; and driver No. 2 drove the sheeting from the 25th to the 29th. The new dock at this property was almost completed at the end of the month.

At the State Street Bridge an average daily force of 34 men was employed on the substructure contract and the record of work done is as follows: From the 1st to the 22nd, about 1,800 cubic yards of concrete was laid, which finished that class of work with the exception of about 50 yards which cannot be laid until after the track girders and machinery bracing has been set and rivited. The bolsters were set on the 21st and the track girders on the 24th. Mortar was placed in the track girders on the 25th. On the 26th and 28th, the concrete forms were stripped from the tail pits and, on the 29th, the framing and placing of the new forms for the mortar lining of the tail pits was started. An average daily force of about 20 men was employed on the superstructure contract and the record of work done is as follows: On the north side seven men were employed from the 25th to the 30th in placing and riviting the approach bents and stringers. On the south side the riveting of the south leaf was carried on until the 20th, at which time it was finished with the exception of riveting the laterals. The machinery trusses were set on the 13th and 14th and from the 18th to the 22nd the machinery trusses were riveted and the machinery placed. The operating struts were placed on the 24th and 25th. Work was carried on on the operating house supports from the 25th to the end of the month.

At the Randolph Street Bridge an average daily force of 40 men was employed on the substructure contract and the record of work done is as follows: On the east side the building of protection was carried on from the 7th to the 11th. From the 11th to the 21st, the finishing of the back walls was carried on as was also the grouting of the machinery columns and operater's house supports. On the west side, between the 1st and the 7th, steel sheeting was driven, the first set of braces was finished, and the pumping out of the dam was begun. Excavation for pier foundations was carried on from the 7th to the 19th. The raising of the viaduct over the C. M. & St. P. Ry. Co.'s tracks and concreting the supports for same was carried on between the 19th and 29th. Excavating and concreting was carried on the last two days of the month. An average daily force of about 24 men was employed on the superstructure contract and the record of work done is as follows: On the east side counterweights were lowered and anchor columns riveted between the 1st and the 9th. The work of lining up machinery was carried on from the 1st to the 11th. The operator and flood guards were riveted from the 11th to the 21st. The

building of the operator's house was carried on from the 21st to the 24th and motors were connected and machinery run from the 24th to the end of the month. On the west side a derrick was erected and iron unloaded during the month.

At the Harrison Street Temporary Bridge an average daily force of about 12 men was employed by the contractor. Work on the trusses, scow and approaches was carried on throughout the month. The framing of the trusses was finished on the 10th. On the 20th the steamer "Thomas Davidson" ran into the west approach but did no damage to speak of.

At the Canal Street Bridge a daily average force of seven men was employed on miscellaneous work. The sidewalks on the south approach were finished and all work exclusive of the superstructure was completed with the exception of some filling of the approaches, of macadamizing the roadway and of finishing the protections. An average daily force of about fifteen men was employed on the superstructure contract in laying sidewalks on the bridge; in placing hand railing; in installing electrical equipment, including pumps; in placing counterweight; in painting and in other miscellaneous work. The bridge was practically completed on the 28th. The work remaining to be done consists of rebuilding the north operating house, of making some few repairs and of adjusting the brakes and electrical devices.

At the Main Street Bridge a daily average force of five men was employed at painting, adjusting electrical machinery, placing extra counterweight and miscellaneous repair work. The bridge was opened for foot traffic on the 25th. At the end of the month there remained to be done some filling of the approaches and macadamizing of the roadway.

At the Ashland Avenue Bridge a daily average force of 10 men was employed at painting, chipping track plates, placing extra counterweights, and at miscellaneous work. The bridge was opened for both wagon and foot traffic on the 25th. At the end of the month there remained to be done some repair work to the operating screw, to the air pipes and to the electrical machinery, and some painting.

Water Power Development at Lockport.

This work was continued throughout the month in the same manner as shown in the report for the month of October with an average daily force of about one hundred and four men.

Miscellaneous.

The work of cleaning and painting the iron in the highway bridges crossing the Main Channel and the Desplaines River near Lockport was begun on the 6th and continued throughout the balance of the month. An average daily force of about sixty men was employed on this work.

In the Drafting Department work on the 50-foot scale map of the North Branch of the Chicago River was continued and the following drawings were made: Map showing land to be transferred by the Sanitary District to the Chicago, Santa Fe and California Railway Company; map showing land to be transferred by the Chicago, Santa Fe and California Railway Company to the Sanitary District; map and profile of location of Loomis Street Bridge, Chicago River; plat of land required from Twelfth Street to Taylor Street, along the Chicago River, from recent surveys; plat of tracts 70, 71 and 71a, South Branch of Chicago River, for use in lawsuit; plat of tracts 105 and 105a, South Branch of Chicago River; and map showing proposed windage basin in Chicago River near Ashland Avenue.

Work on the revision of the plans for the superstructure of the proposed Harrison Street Bridge, with a view to lessening the cost of same, was completed as were also the specifications covering same. Work was continued on the plans for the proposed temporary structure at the Harrison Street crossing of the Chicago River.

A plan was made showing the additional counterweights necessary to be placed on the Main Street Bridge crossing the Chicago River.

In addition to the work reported above, the engineer corps continued taking and recording hydraulic measurements, in computing estimate notes, in developing plans for water power, in carrying on operations in the Illinois River Valley, in inspecting

bridge work, in preparing information and acting as witnesses for the Law Department, and in making surveys, etc.

I estimate the expenses of this department for the month of December will be $100,000.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES FOR THE MONTH OF NOVEMBER, 1902.

CLASSIFICATION.	ENGINEERING EXPENSES			Construction.	Capitalization and Maintenance of Bridges.
	Salaries.	Supplies, Etc.	Total.		
Maps and Plans for General Use	$ 200 00	$ 19 51	$ 219 51	.....	.....
Chicago River Surveys	289 08	5 90	294 98	.....	.....
Right of Way	510 83	4 00	514 83	.....	.....
Hydraulic Measurements	323 75	77 00	400 75	.....	.....
Mortar, Sand and Cement Tests	243 75	5 30	249 05	.....	.....
Photographs of Works	125 00	40	125 40	.....	.....
Thirty-ninth Street Conduit and Pumping Plant	322 50	10 00	332 50	.....	.....
Illinois River Valley Work	320 54	17 83	338 37	.....	.....
Chicago River Dredging, Docking, etc., North Branch	25 00	.....	25 00	.....	.....
Chicago River Dredging, Docking, etc., South Branch	1,447 52	152 60	1,600 12	$ 47,740 46	.....
State Street Bridge, Chicago River	798 75	52 61	851 36	9,576 88	.....
Randolph Street Bridge, Chicago River	535 80	52 62	588 42	2,739 31	.....
Harrison Street Bridge, Chicago River	534 58	61 19	595 77	2,903 75	.....
C. T. T. R. R. Co.'s Bridge, Chicago River	.....	.....	.....	420 00	.....
Eighteenth Street Bridge, Chicago River	161 36	25 77	187 13	.....	.....
Canal Street Bridge, Chicago River	279 85	28 53	308 38	50 00	.....
Main Street Bridge, Chicago River	195 87	30 90	226 77	62 00	.....
Loomis Street Bridge, Chicago River	215 87	47 96	263 83	.....	.....
Ashland Avenue Bridge, Chicago River	227 10	29 10	256 20	26,171 92	.....
Main Channel and River Diversion Excavation, etc	.....	.....	.....	—5 00	.....
Southwest Boulevard Permanent Bridge, Main Channel, Section "O"	.....	.....	.....	.....	$1,221 82
Pan Handle Temporary Bridge, Main Channel, Section "O"	.....	.....	.....	.....	.....
Kedzie Avenue Permanent Bridge, Main Channel, Section "N"	.....	.....	.....	.....	316 36
Lyons-Summit Road Permanent Bridge, Main Channel, Section "F"	.....	.....	.....	.....	264 10
Willow Springs Road Permanent Bridge, Main Channel, Section "1"	.....	.....	.....	.....	422 72
Lemont Road Permanent Bridge, Main Channel, Section "8"	.....	.....	.....	.....	382 33
Romeo Road Permanent Bridge, Main Channel, Section "12"	.....	.....	.....	.....	438 39
Bear Trap Dam Permanent Bridge, Section "15"	.....	.....	.....	.....	56 60
Lockport Road Permanent Bridge, Section "16"	.....	.....	.....	.....	452 51
Wire Mills Road Permanent Bridge, Section "16"	.....	.....	.....	.....	375 09
Water Power Development at Lockport	871 43	76 97	948 40	9,157 12	.....
Water Power Development at Hickory Creek	116 00	9 52	125 52	168 00	.....
Totals	$ 7,744 58	$ 707 71	$ 8,452 29	$98,974 94	$3,929 92

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Done by Contractors During November, 1902—Quantities.

CLASSIFICATION.	Glacial Drift. Cu. Yds.	New Dock. Lineal Feet.	Masonry and Concrete. Cu. Yds.
Chicago River, dredging, docking, etc.	69,544	1,105	.....
State Street Bridge, Chicago River	.....	.....	2,000
Totals	69,544	1,105	2,000

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

Amount Earned by Contractors During November, 1902.

CLASSIFICATION.	CHICAGO RIVER.		MAIN CHANNEL.		Water Power Development.	Totals.
	Dredging, Docking, Etc.	Bridges.	Excavation, Etc.	Bridges.		
Chicago River dredging, docking, etc	$48,383 44					$ 48,383 44
Pan Handle Temporary Bridge, Main Channel, Section O				$—9 50		—9 50
Section 12			$—5 00			—5 00
State Street Bridge, Chicago River		$10,945 00				10,945 00
Randolph Street Bridge, Chicago River		3,130 63				3,130 63
Harrison Street Bridge, Chicago River		2,903 75				2,903 75
C. T. T. R. R. Co.'s Bridge, Chicago River		420 00				420 00
Canal Street Bridge, Chicago River		50 00				50 00
Main Street Bridge, Chicago River		62 00				62 00
Ashland Avenue Bridge, Chicago River		1,171 92				1,171 92
Water power development at Lockport and Hickory Creek					$9,325 12	9,325 12
Totals	$48,383 44	$18,683 30	$—5 00	$—9 50	$9,325 12	$ 76,377 36

REPORT IN REFERENCE TO THE COMPLETION OF CONTRACT FOR THE EXCAVATION OF SOLID ROCK FROM THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

Mr. Braden, Chairman of the Committee on Engineering, presented a report from the Committee in reference to, and accompanied by, the final certificate of the Chief Engineer of the District regarding the completion of contract with the Lydon & Drews Company for the excavation of solid rock from the South Fork of the South Branch of the Chicago River.

The report is as follows:

CHICAGO, December 31, 1902.

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

GENTLEMEN — The Committee on Engineering presents herewith the final certificate of the Chief Engineer of the District for ninety ($90.00) dollars in favor of Lydon & Drews Company for work done by said company, covered by its contract dated March 11, 1901, for the excavation of solid rock from the south fork of the South Branch of the Chicago River, and as per authority of the Board of Trustees, dated June 11, 1902(page 7922 of the Proceedings), and reports that the Committee has examined such 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, the sum found to be due in said final certificate hereto attached, to-wit, the sum of ninety ($90.00) dollars, when said company shall have filed with the District a receipt and release in full for said amount.

Respectfully submitted,

JOS. C. BRADEN,
Chairman

WM. H. BAKER,
FRANK X. CLOIDT,
Z. R. CARTER,
THOMAS A. SMYTH,
WM. LEGNER,
THOMAS J. WEBB,
Committee on Engineering.

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth and Webb—Seven.

Nays—Mr. Wenter—One.

The following is the final certificate of the Chief Engineer accompanying the report of the Committee:

CHICAGO, December 27, 1902.

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

GENTLEMEN—I hereby certify that the Lydon & Drews Company has completed the work of excavating solid rock from the South Fork of the South Branch of the Chicago River, near Thirty-fifth Street, as per its contract with the Sanitary District, dated March 11, 1901, and as per authority of the of Board Trustees, dated June 11, 1902, (see page 7922 of the Proceedings).

This certificate is given subject to any unaccrued or unmatured obligations imposed by the contract.

A statement of the volume and value of the work done is as follows:

Excavation of solid rock to —20 C. C. D., 2871 cubic yards, at $6.35..... ..	$18,230 85
Excavation of solid rock from —20 to —21C. C. D., 1602 cubic yards, at $3.17½.....	5,086 35
Three days delay of rock drill, waiting for soundings, from June 25,1902, at noon, to June 28, at noon, at $30	90 00
Total amout earned....	$23,407 20
Amount paid on previous estimates..	23,317 20
Amount due on final estimate....	$ 90 00

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.

REPORT IN REFERENCE TO REDUCTION OF BOND OF A. AND P. ROBERTS COMPANY, CONTRACTORS FOR THE SUPERSTRUCTURE OF THE EIGHT-TRACK BRIDGE ON SECTION "O".

Mr. Carter, Chairman of the Committee

on Finance, presented a report from the Committee, as follows:

CHICAGO, December 31, 1902.

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

GENTLEMEN — The Committee on Finance which reported at the meeting of the Board of Trustees April 16, 1902 (page 7834 of the Proceedings), in favor of the reduction of the bond of A. and P. Roberts Company, contractors for the superstructure of the eight-track railroad bridge on Section "O", now reports that the bond of ten thousand ($10,000.00) dollars to be furnished in lieu of the original bond of seventy thousand ($70,000.00) dollars, 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 your Honorable Body.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
JOS. C. BRADEN,
FRANK X. CLOIDT,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER,
Committee on Finance.

(Accompanied by executed bond in the sum of $10,000.00.)

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

The roll being called, the motion was carried by the following vote:

Yeas — Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter —Eight.

Nays—None.

REPORT IN REFERENCE TO THE PURCHASE OF CERTAIN PROPERTY ADJACENT TO THE CHICAGO RIVER FROM SUSAN KEITH, ET AL.

Mr. Carter, Chairman of the Committee on Finance, presented a report from the Committee as follows:

CHICAGO, December 30, 1902.

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

GENTLEMEN — The Committee on Finance reports that it has reached an agreement with Susan Keith, widow, Walter W. Keith, Frances Brown Keith, wife of Walter W. Keith, Edson Keith and Nettie Keener Keith, wife of Edson Keith, for the purchase of certain property located adjacent to the Chicago River, the acquirement of which is made necessary in the widening, deepening and improving of said river. Said property is described as follows:

That part of Lots one (1), two (2), three (3) and four (4) in Block one (1) of Canal Trustees' Subdivision of the blocks in the south fractional half (½) of Section twenty-nine (29), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, lying north of a straight line described as follows: Beginning at a point in the west line of Halsted Street one hundred and eighty-three and forty-six one-hundredths (183.46) feet north of the northwest corner of Halsted and Cologne Streets, measured along said west line of Halsted Street; running thence southwesterly to a point in the present (November 1, 1902,) south dock line of the South Branch of the Chicago River, said line intersecting the west line of Lime Street at a point two hundred and eighteen and sixty-four one hundredths (218.64) feet north of the point of intersection of the north line of Cologne Street extended with said west line of Lime Street, measured along said west line of Lime Street, situated in the County of Cook and State of Illinois, and containing eleven thousand five hundred and ninety eight and ninety-six one-hundredths (11,598 96) square feet more or less.

The Committee has agreed on behalf of the District to pay for said property the sum of eleven thousand five hundred and ninety-eight and ninety-six one-hundredths ($11,598.96) dollars, reserving, however, out of said amount the sum of six hundred and ninety-two and ninety-five one hundredths ($592.95) dollars, being the proportionate amount of rental for a term of one year,

four months, under a lease expiring April 30, 1904, of the property herein described, and to build a dock along the remaining portion of said property.

Your Committee therefore recommends that the President and Clerk of the District be authorized and directed to pay, on the voucher of the Attorney, the sum of eleven thousand five hundred and ninety-eight and ninety-six one-hundredths ($11,598 96) dollars, less six hundred and ninety-two and ninety-five one-hundredths ($692.95) dollars, to the said Susan Keith, widow, Walter W. Keith, Frances Brown Keith, wife of Walter W. Keith, Edson Keith and Nettie Keener Keith, wife of Edson Keith, when the said Susan Keith, widow, Walter W. Keith, Frances Brown Keith, wife of Walter W. Keith, Edson Keith and Nettie Keener Keith, wife of Edson Keith, shall have executed and delivered to the Sanitary District of Chicago a good and sufficient warranty deed, conveying to said District the above described property free and clear from all incumbrances, excepting and reserving, however, a certain lease of said premises and adjoining property to the Presidents, Managers and Company of the Delaware and Hudson Canal Company, dated April 22, 1899, for a term ending April 30, 1904.

Respectfully submitted,

Z. R. CARTER,
Chairman.

WM. H. BAKER,
THOMAS J. WEBB,
THOMAS A. SMYTH,
FRANK WENTER,
WM. LEGNER.
Committee on Finance.

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

The roll being called, the motion was carried by the following vote:

Yeas—Messrs. Baker, Braden, Carter, Cloidt, Legner, Smyth, Webb and Wenter—Eight.

Nays—None.

PAY ROLLS OF THE SANITARY DISTRICT OF CHICAGO FOR THE MONTH OF DECEMBER, 1902.

(*Published in accordance with the resolution adopted by the Board January 3, 1902.*)

CLERICAL DEPARTMENT.

S. D. Griffin, Clerk District	$ 333 33
L. C. Legner, Assistant Clerk District	200 00
F. M. Stringfield, Clerk	150 00
J. J. Corcoran, Bookkeeper	175 00
Florence Boyer, Stenographer	100 00
	$ 958 33

CONTROLLING WORKS—MAINTENANCE ACCOUNT.

F. G. Blakeslee, Operator	$ 100 00
Otto Hartmann, Assistant Operator	90 00
M. J. O'Donnell, Assistant Operator	90 00
Thos. Conley, Assistant Operator	90 00
A. Strauss, Assistant Operator	90 00
George A. Keller, Assistant Operator	90 00
	$ 550 00

ENGINEERING DEPARTMENT.

Isham Randolph, Chief Engineer	$ 583 33
G. M. Wisner, Asst. Chief Engineer	300 00
Albert S. Crane, Principal Asst. Eng'r.	250 00
*C. R. Dart, Bridge Engineer	300 00
W. M. McCartney, Asst. Engineer	200 00
E. H. Heilbron, Sub Asst. Engineer	175 00
E. L. Cooley, Sub Assistant Engineer	175 00
J. E. Grady, Instrument Man	150 00
D. C. Custer, Instrument Man	150 00
Jas. T. Bransfield, Instrument Man	150 00
Chas. Wink, Instrument Man	150 00
M. J. Cross, Instrument Man	150 00
Theo. Buskirk, Instrument Man	150 00
Wm. Sullivan, Instrument Man	150 00
J. P. Murray, Sub Instrument Man	125 00
Robt. I. Randolph, Sub Instrument Man	125 00
Edw. J. Fucik, Sub Instrument Man	125 00
E. J. Kelly, Sub Instrument Man	125 00
W. J. Powers, Sub Instrument Man	125 00
Edw. L. Lahey, Computer	113 75
John Gaynor, Computer	113 75
C. McArthur, Computer	113 75
Rudolph Schapp, Computer	113 75
James Gahan, Computer	113 75
E. J. Riley, Computer	113 75
Wm. Chalmers, Computer	113 75
J. P. Moore, Computer	100 00
W. H. Ward, Rodman	93 75
Thos. Dullard, Rodman	93 75
C. C. Rossner, Rodman	93 75
C. W. Schmidt, Rodman	93 75
S. Shaffer, Rodman	93 75
W. J. Cunningham, Rodman	93 75
Thos. J. Cullerton, Rodman	93 75
J. C. Tatge, Inspector	100 00
W. C. Olson, Inspector	100 00
M. S. Kisselburg, Inspector	93 75
Jas. Daly, Inspector	93 75
Frank Lupe, Inspector	93 75
John Bauer, Inspector	93 75
John P. Dougherty, Inspector	93 75
John Wallace, Inspector	93 75
A. J. Krug, Inspector	93 75
Robert G. Fisher, Inspector	93 75
John J. Kelly, Inspector	93 75
John D. Atkinson, Inspector	93 75
A. G. Monahan, Inspector	93 75
G. H. Hillebrand, Chief Draftsman	175 00
J. T. Soderstam, Draftsman	150 00
T. F. Parry, Draftsman	150 00
W. Artingstall, Draftsman	125 00
W. G. Langenheim, Bridge Computer	150 00
E. A. Mollan, Cement Tester	150 00
S. K. Green, Cement Tester	93 75
Wm. Trinkaus, Record Clerk	150 00
Samuel Erman, Assistant Record Clerk	113 75
E. B. Spencer, Photographer	125 00
Ellen Hubbard, Stenographer	100 00
	$7,924 58

*Salary increased from $200 to $300 per month

and title changed from Assistant Engineer to Bridge Engineer.

GENERAL ACCOUNT ROLL.

Mary Morris, Operator	$ 75 00
Joseph A. Culkin, Committee Clerk	125 00
Patrick Flynn, Messenger	40 00
	$240 00

LAW DEPARTMENT.

James Todd, Attorney	$ 416 66
Seymour Jones, Principal Ass't Att'y	333 33
P. C. Haley, Special Counsel	333 33
Joseph J. Murray, 2nd Ass't Attorney	166 66
Frank J. Pait, 3rd Assistant Attorney	150 00
Frank Wenter, Jr., Clerk	150 00
W. H. Beebe, Jr., Clerk	125 00
James M. Quinlan, Clerk	125 00
William T. Moran, Special Agent	150 00
John W. Nadelhoffer, Right of Way	150 00
Gerald S. Barry, Stenographer	100 00
Sara E. Riley, Stenographer	100 00
	$2,299 98

POLICE DEPARTMENT.

E. J. Coen, Marshal	$ 200 00
D. C. McCarthy, Sergeant	100 00
Thomas Balcer, Patrolman	83 33
James Rott, Patrolman	83 33
Henry Hart, Patrolman	83 33
M. J. Hishen, Sergeant	100 00
J. R. Wiggins, Patrolman	83 33
John Pickert, Patrolman	83 33
John L. Collins, Patrolman	83 33
William A. Vail, Patrolman	83 33
Frank DeLaby, Patrolman	83 33
John Morton, Patrolman	83 33
Fred J. Schwindler, Patrolman	83 33
Joseph A. White, Patrolman	83 33
James E. Laingor, Patrolman	83 33
John Fitzsimmons, Patrolman	$ 83 33
Charles Wirth, Patrolman	83 33
Charles J. Frank, Patrolman	83 33
Samuel P. Luzzo, Patrolmam	83 33
	$1,733 28

TREASURY DEPARTMENT.

Fred M. Blount, Treasurer	$208 33
S. P. Blount, Assistant Treasurer	166 67
	$375 00

TRUSTEES—GENERAL ACCOUNT.

William H. Baker, Trustee	$250 00
Joseph C. Braden, Trustee	250 00
Zina R. Carter, Trustee	250 00
Frank X. Cloidt, Trustee	250 00
Alexander J. Jones, Trustee	250 00
William Legner, Trustee	250 00
Thomas A. Smyth, President of Board	333 33
Thomas J. Webb, Trustee	250 00
Frank Wenter, Trustee	250 00
	$2,333 33

ADJOURNMENT.

On motion of Mr. Legner, seconded by Mr. Baker, the Board then adjourned.

Clerk.