paving of this new thoroughfare. The estimated cost of a 50-foot pavement is \$30,000, and a 60-foot

pavement is \$36,000.

Will you kindly indicate to the department the width of pavement to be constructed on Madison Avenue between Randolph and St. Antoine Streets?

The replacing of six-foot sidewalks is estimated at \$2,500,00.

If all legal obstructions are taken care of within a reasonable time this street can be opened to the public within ninety days.

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Castator:

Resolved, That the Department of Public Works be and is hereby authorized and directed to proceed with the removal of all obstructions in the line of Madison avenue, as widened, and to pave same to a width of 60 feet.

Adopted as follows:

Yeas-Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson, and the President-9.

Nays-None.

## From the Department of Public Works.

April 10, 1925. To the Honorable the Common Council:

Gentlemen-I am submitting for the approval of your Honorable Body tenative agreement between the Grand Trunk Railway Company and the Turner Butler Coal Company, also a similar agreement between the Grand Trunk and the Lambert Coal Company, both owners of property abutting on the Dequindre line of the railroad in the district between East Lafayette and Mullett Streets.

Mr. Barton informs me that he has analyzed the Grand Trunk's comparative cost figures and while unable to arrive at the ame figures, he shows that the sloped embankment method as proposed in the two contracts is cheaper than the retaining wall method, beside having additional advantages. The agreements provide for the length-ening of the bridges at Monroe and Mullett Streets.

The approval by your Honorable Body of the agreements referred to should be conditioned upon the Detroit, Grand Haven and Milwau-kee Railroad Company agreeing to maintain the additional length of bridge to be constructed on Monroe and Mullett Streets, in accordance with the terms of these agree-

Body, sitting in Committee of the Whole, is desired at once, since condemnation proceedings have been started and will be proceeded with Monday morning, at which time the Jury is scheduled to visit the locality to view the premises. these agreements are satisfactory to your Honorable Body, the condemnation proceedings will be unnecessary.

> Respectfully submitted. JOHN W. REID, Commissioner.

OF PROPOSED MEMORANDUM SETTLEMENT between DETROIT GRAND HAVEN & MILWAUKEE RAILWAY COMPANY and TURNER & BUTLER COAL COMPANY with reference to the Railway Company's grade separation project on its Dequindre Line in the Vicinity of Lafayette Avenue East and Macomb Street.

The Railway Company has instituted condemnation proceedings in the Wayne Circuit Court to acquire strips of land of a width of thirty-five feet adjacent to its right of way from lots 10 and 11, block 17, lot 10, block 18, Dequindre Farm and lot 14, block 5, Witherell Farm, owned by Turner and Butler Coal Company. Under the proposed settlement the Railway Company are to be given an easement for sloped embankment on the easterly thirtyfive feet of said lots 10 and 11, block 17, Dequindre Farm, and the Turner & Butler Coal Company is to convey by warranty deed to the Railway Company, or its nominee, lot 14 and west one-half of lot 13, block 5, Witherell Farm, also lot 10, block 18, Dequindre Farm; abstracts of title certified to date covering property to be conveyed to be furnished by Turner & Butler Coal Company, showing good, merchantable title, the same to be furnished on or before April 15, 1925, and the attorneys for the Railway Company to have ten days thereafter to examine the same. The Railway Company are to pay Turner & Butler Coal Company the sum of Fiftynine Thousand Dollars (\$59,000) in cash, and in addition are to widen the proposed Monroe Avenue bridge westerly approximately nineteen feet, subject to the approval of the Common Council of the City of Detroit, (it being understood that the Turner & Butler Coal Company are join the Railway Company in petition to the Common Council for such widening of the Monroe Avenue bridge) in order to provide for a side track thereunder to serve the property of the Turner & Butler Coal Company between Lafayette Avenue East ents.

The action of your Honorable Said side track, if and when installed, is to be at the expense of

the Turner & Butler Coal Company including the necessary excavation expense on its property between Lafayette Avenue East and Monroe Avenue, and is to be installed and operated subject to the Railway Company's standard side track agreement, which shall be entered into between the parties when the Turner & Butler Coal Company require side track service. For the purposes of the installation of such side track, it is understood that the Railway Company will permit the use of that portion of lot 10, block 18, necessary therefor, and in con-nection with its grade separation work will, at its own expense. make the necessary excavation for said side track thereon. It is understood that the buildings or structures located on the property of the Turner & Butler Coal Company westerly of the Railway Company's right of way between Lafayette Avenue East and Monroe Avenue are to be removed, sufficiently to permit the Railway Company constructing its sloped embankment thereon; Turner & Butler Coal Company shall have the right to remove the same at their expense on or before May 1, 1925, and if not removed by them within that time, the Railway Company shall have the right of remove the same, dispose of the salvaged materials therefrom, and after deducting the expenses, remit any surplus of proceeds from such salvaged material to the Turner & Butler Coal Company. It is understood that formal agreement covering this understanding is to be executed between the parties, and that such agreement shall be executed, and the Fifty-nine Thousand Dollars (\$59,-000) in cash paid over simultaneously with such execution, on or before May 1, 1925, providing the abstracts show good, merchantable title. It is understood that the formal contract shall be in substantially similar form and contain similar provisions of other like contracts made by the Railway Company with other adjacent property owners. The condemnation proceeding, as against the Turner & Butler Coal Company, shall be continued pending the completion of the arrangement herein set forth, and on such completion shall be discontinued without costs. This proposition is by way of compromise and is without prejudice to the rights of either party, in the event the proposed transaction is not completed.

TURNER & BUTLER COAL

MILWAUKEE RAILWAY COMPANY,

By H. E. Whittenberger, General Manager.

Dated: March 28, 1925.

MEMORANDUM OF PROPOSED SETTLEMENT between DETROIT GRAND HAVEN & MILWAUKEE RAILWAY COMPANY and JOHN LAMBRECHT, SR., JOHN LAMBRECHT, JR., individually and as proprietor of John Lambrecht Coal & Coke Company, with reference to the Railway Company's grade separation project on its Dequindre Line in the vicinity of Clinton and Mullett Streets, Detroit, Michigan.

The Railway Company has insti-

tuted condemnation proceedings in the Wayne Circuit Court to ac-quire strips of land of a width of thirty-five feet adjacent to its right of way from lot 11, block 19, and lots 10 and 11, block 20, Dequindre Farm. Under the proposed settlement the Railway Company are to be given an easement for sloped embrankment on the easterly thirty-five feet of said lots 10 and 11, block 20, and said Lambrechts are to convey by warranty deed to the Railway Company, or its nominee, lot 11 and the easterly one-half of lot 12, block 19, Dequindre Farm; abstracts of title certified to date covering property to be conveyed to be furnished by Lambrechts showing good, merchantable title, the same to be furnished on or before April 15, 1925, and the attorneys for the Railway Company to have ten days thereafter to examine the same, The Railway Company are to pay the Lambrechts the sum of Thirty-eight Thousand Dollars (\$38,000) in cash, and in addition are to widen the proposed Mullett Street bridge westerly approximately nineteen feet, subject to the approval of the Common Council of the City of Detroit (it being understood that the Lambrechts are to join the Railway Company in petition to the Common Council for such widening of the Mullett Street bridge) in order to provide for a side track thereunder to serve the property of the Lambrechts between Clinton and Mullett Streets. Said side track, if and when installed, is to be at the expense of the Lambrechts including the necessary excavation expense on their property between Clinton and Mullett Streets, and is to be installed and operated subject to the Railway Company's agreement, standard side track which shall be entered into between the parties when the Lambrechts require side track service. For the purpose of the installation of such side track, it is understood that By Henry L. Butler, Treas. side track, it is understood that DETROIT, GRAND HAVEN & the Railway Company will permit

the use of that portion of lot 10, block 21, Dequindre Farm, necessary therefor, and in connection with its grade separation work will, at its own expense, make the necessary excavation for said side trach thereon. It is understood that the structures located on the property of the Lambrechts between Clinton and Mullett Streets are to be removed sufficiently to permit the Railway Company constructing its sloped embankment thereon; the Lambrechts shall have the right to remove the same and also structures from property to be by them conveyed at their expense on or before May 1, 1925, and if not removed by them within that time, the Railway Company shall have the right to remove the same, dispose of the salvaged material therefrom and after deducting the expenses, remiany surplus proceeds from such salvaged material to the Lambrechts. It is understood that until the completion of the Railway Com pany's grade separation work in the vicinity of Clinton and Mullett Streets, the Railway Company wiil give them the use at a rental of One Dollar (\$1.00) per year, of certain property belonging to the Railway Company bounded substantially as follows: On the south by At water Street; on the west by a certain railway siding known as No. 486, serving the Michigan Builders Supply Company; on the north by Guoin Street, so called; on the east by a certain cement driveway (def. inite description to later be determined and incorporated in formal agreement); it being understood that the Lambrechts are to have the use of the portion of said siding between Guoin Street and Atwater Street for the purpose of receiving deliveries of shipments to them also that they are to have the use of said cement driveway; the Railway Company to remove, at its own expense, old structure now on the southwest portion of said land. It is understood that formal agreement covering this understanding is to be executed between the parties and that such agreement shall be executed and the Thirty-eight Thousand Dollars (\$38,000) in cash paid over simultaneously with such execution on or before May 1, 1925, rroviding the abstracts show good merchantable title and the Common Council approves the widening of the Mullett Street bridge. It is understood that side track agreement dated January 3, 1922, and lease dated January 2, 1922, between the Railway Company and John Lambrecht Coal & Coke Company are to be cancelled simultaneously with the completion of the forego

in such event be deemed waived is understood that the formal contract shall be in substantially similar form and contain similar provisions of other like contracts made by the Railway Company with other adjacent property owners.
The condemnation proceeding, as against the Lambrechts, shall be continued pending the completion of the arrangement herein set forth, and on such completion shall be discontinued without costs. This propositioi is by way of compromise and is without prejudice to the rights of either party in the event the proposed transaction is not completed.

(signed) JOHN LAMBRECHT, SR., per John Lambrecht, J:

(signed) JOHN LAMBRECHT, JR.,

For himself and as proprietor of John Lambrecht Coal & Coke Co. DETROIT, GRAND HAVEN & MILWAUKEE RAILWAY CO.

(signed) By H. E. Whittenberger.

General Manager. per W. H. Edmondson.

Dated: Detroit, Michigan, April 6. 1925.

By Councilman Broderick:

WHEREAS, The grades are being separated along the Dequindre steet line of the Detroit, Grand Haven & Milwaukee Railway Company under an agreement between the Railway Company and the City of Detroit, and

WHEREAS, Incident to the separation of such grades it is necessary that the adjacent land be sup-

ported, and

WHEREAS, It will be more economical to support certain adjacent land by sloped embankments than

to construct retaining walls, and WHEREAS, Under said proposed slope embankment plan it is necessary to utilize additional land, and

WHEREAS, The adoption of the sloped embankment method will require the lengthening of the bridges at Monroe avenue and Mullett street as a consideration for the right to utilize such additional

land, therefore be it RESOLVED, That the City Engineer and Grade Separation Engineer of the City of Detroit be and are hereby authorized to approve of the agreements which the Detroit, Grand Haven & Milwaukee Railway Company propose to enter into with the Turner & Butler Coal Co., and the Lambert Coal Co., providing for the utilization the utilization of certain land adjoining and adjacent to the Dequin-dre line of said Railway Company for the purpose of making a sloped ing transaction, and that notices required by said agreements shall

politics Stevenson and College, Stevenson prompublic April Co

To the Honorable the Compeli: The Departme Conference The whom was re-Public warms for first paying he politions for Bruckna, Ma the paying of Renville no ne parines (fo

Walter D. J. Nolan, et the paring of Plymouth from wood to 200 ft. E. Meyers, that the petitioners are the of the greater number of real estate abutting the proposed to be improved. The Department therefor ommends that the prayers petitioners be granted, a streets named within the stated be paved.

It is estimated that the these improvements will be

Renville Ave., from Mich Handerson (formerly McGra in Sht. Asph., 8-in. Conct.

Estimated cost Stone Plymouth from Birwood to Canal Mayers, 11/2-in, Sht. As art base, 54 ft. wd.

submiti

the bridges caused by the adoption of the sloped embankment method.

Adopted as follows:

Yeas-Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson and the President .- 9.

Nays-None.

## From the Department of Public Works.

April 14, 1925.

To the Honorable the Common Council:

Gentlemen-The Department Public Works to whom was referred the petitions for first paving:

No. 7171-John Bruckna, et al, for the paving of Renville Ave., Michigan to Henderson (formerly

McGraw.)

No. 2549-D. J. Nolan, et al, for the paving of Plymouth from Birwood to 200 ft. E. Meyers, reports that the petitioners are the owners of the greater number of feet of real estate abutting the streets proposed to be improved.

The Department therefore recommends that the prayers of the petitioners be granted, and the streets named within the limits within the limits

stated be paved.

It is estimated that the cost of these improvements will be as fol-

Renville Ave., from Michigan to Henderson (formerly McGraw) 31/2in. Sht. Asph., 8-in. Conct. base, 28

> Stone Conct. curb curb

Estimated cost .....\$18,650 \$18,610 Plymouth from Birwood to 200 ft. E. Meyers, 3½-in, Sht. Asph. 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb Estimated cost.....\$30,150 \$29,480

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Dingeman:

Resolved, That Renville Ave. from Michigan to Henderson (formerly McGraw), Plymouth from Birwood to 200 ft. E. Meyers, be and the same are hereby ordered to be graded and paved with materials named and widths stated in the foregoing communication, in accordance with the petitions referred to, specifications adopted by the Common Council, the provisions of the Charter and Ordinances of the City of Detroit, and further be it

Resolved, That the Department of Public Works be, and is hereby ordered and directed to advertise five times for proposals for improv-

the recommendations contained in the foregoing communication and said Charter and Ordinances.

Adopted as follows:

Yeas-Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson and the President.-9.

Nays-None.

## From the Department of Public Works.

April 14, 1925. To the Honorable the Common Council:

Gentlemen-The Department of Public Works, to whom was referred the resolutions asking consideration of the matter of paving the following streets, under the Charter clause permitting \$3,250,-000.00 worth of paving to be contracted for in any one year, without the consent of the abutting property owners, wish to advise that the estimated cost was determined by this department as follows:

Six-Mile Road from Mt. Elliott to Van Dyke, 3½-in. Sht. Asph. 8-in. Conct. base, 54 ft. wd.

> Stone Conct. curb curn

Estimated cost ... ..\$106,200 \$103,840 Dexter from Alley N. of LaBelle to D. T. R. R., 3½-in. Sht. Asph. 8in. Conct. base, 50 ft. wd.

> Stone Conct. curb

Estimated cost.....\$25,080 \$23,940 Conant, Sec. 3, from Davison to Jerome, 3½-in. Sht. Asph. 8-in. Conct. base, 50 ft. wd.

Stone Const. curb curh

Estimated cost.....\$67,500 \$64,500 Conant, Sec. 4, from Jerome to 7-Mile Road, 3½-in. Sht. Asph., 8-in. Conct. base, 50 ft. wd.

Stone Conct curb curb

Estimated cost....\$112,500 \$107,500 Plymouth, Sec. 3, from Wyoming to Birwood, 3½-in. Sht. Asph., 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb

Estimated cost.....\$35,500 \$33,970 McGraw, Sec. 2, from Florida to Michigan, 3½-in. Sht. Asph., 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb eurb

Estimated cost.....\$144,000 \$140,800 Awaiting your instructions and orders in the matter of advertising, etc.

Respectfully submitted, JOHN W. REID, Commissioner.

By Councilman Dingeman: Resolved, That Six-Mile Road ing said streets, in accordance with from E. C. Mt. Elliott to W. L. Van