

vey has been accepted in writing by the Motor Products Corporation. Therefore Be It

Resolved, That the City Clerk, City Controller and the Corporation Counsel be and are hereby directed to prepare the proper deeds of the following described property now owned by the City to the Motor Products Corporation and the proper deeds of the following described property now owned by the Motor Products Corporation, north of Warren Avenue, to the City of Detroit, and the following described property owned by said Corporation, south of Warren Avenue, to the City of Detroit, and that upon the proper execution of said deeds, in duplicate, the same are to be recorded and made a part of the City records. The descriptions are as follows:

(1) Property to be deeded to the Motor Products Corporation by the City of Detroit:

All that part of Lot 4 of Corby's Subdivision of part of Frl. Sec. 25, T. 1 S. R. 12 E., also part of P. C.'s 386 and 392 Gratiot (Now Detroit) Wayne Co., Mich., as recorded in Liber 21, page 64, of Plats of Wayne County Records and all that part of P. C. 128, T. 1 S. R. 12 E., more particularly described as follows: Beginning at a point in P. C. 128, said point also being in the northerly line of O. L. 12 of Subdivision of the front part of Private Claim 392 Grosse Pointe (now Detroit) as recorded in Liber 1, page 167, of Plats of Wayne County Records and being distant south 81 degrees 11 minutes west 492.50 feet along the northerly line of Warren Avenue, 105 feet wide as now established from the westerly line of Conner Avenue, 86 feet wide as now established, said point of beginning also being distant north 48 degrees 48 minutes west 99.72 feet from last mentioned point in the northerly line of Warren Avenue; thence along a line north 48 degrees 48 minutes west 767.59 feet to a point in Lot 4 of Corby's subdivision heretofore mentioned; thence along a line south 44 degrees 42 minutes 40 seconds west 158.13 feet to a point in the westerly line of Lot 4 of last mentioned subdivision; thence continuing in a southerly direction along the meander line of Old Connors Creek south 70 degrees 46 minutes 30 seconds east 35.89 feet; thence south 40 degrees 34 minutes 30 seconds east 209.43 feet; thence south 27 degrees 09 minutes east 99.44 feet; thence south 41 degrees 47 minutes 30 seconds east 66.69 feet; thence north 59 degrees 01 minutes 30 seconds east 132.84 feet; thence south 20 degrees 00 minutes 50 seconds east 213.44 feet; thence north 78 degrees 47 minutes 38 seconds east 246.43 feet to the place of beginning. Said par-

cel containing approximately 2.6900 acres.

(2) Property to be deeded to the City of Detroit by the Motor Products Corporation.

(a) South of Warren Avenue:

All that part of O. L. 12 of Subdivision of the front part of Private Claim 392, Grosse Pointe (now Detroit) as recorded in Liber 1, page 167, of Plats of Wayne County Records and that part of P. C. 687 lying between the southerly line of Warren Avenue, 105 feet wide, as now established; the easterly line of the Detroit Terminal Railroad right of way 254.5 feet wide as now established and the meander line of Old Connors Creek, said meander line being the westerly boundary line of property now owned by the City of Detroit. Said parcel containing approximately 1.552 Acres.

(b) North of Warren Avenue:

All that part of O. L. 12 of Subdivision of the front part of Private Claim 392, Grosse Pointe (now Detroit) as recorded in Liber 1, page 167, of Plats of Wayne County Records lying north of Warren Avenue and being more particularly described as: Beginning at a point in the northerly line of Warren Avenue, 105 feet wide, as now established, said point being distant south 81 degrees 11 minutes west 492.5 feet from the intersection of said northerly line of Warren Avenue with the westerly line of Conner Avenue, 86 feet wide as now established; thence north 48 degrees 48 minutes west 99.72 feet to a point; thence along a line north 78 degrees 47 minutes 38 seconds east 105.64 feet to a point; thence along a line south 29 degrees 31 minutes 43 seconds east 86.39 feet to a point in the northerly line of Warren Avenue, 105 feet wide as now established; thence along said northerly line of Warren Avenue south 81 degrees 11 minutes west 72.04 feet to the place of beginning. Said parcel containing approximately .1626 acres.

Approved.

WALTER BARLOW,

Acting Corporation Counsel.

Adopted as follows:

Yeas—Councilmen Breitmeyer, Dingeman, Ewald, Kronk Lodge, Van Antwerp, and the President—7.

Nays—None.

From the Corporation Counsel

August 25, 1938.

To the Honorable, the Common Council:

Gentlemen—We are transmitting herewith a resolution for the initiation of grade separation proceedings at Grand River and Warren Avenues. The physical work has been completed and it is now necessary to de-

termine grade separation damages, if any.

We respectfully request your Honorable Body to pass this resolution.

Respectfully submitted,
JAMES H. LEE,
 Assistant Corporation Counsel.

Approved:
RAYMOND J. KELLY,
 Corporation Counsel.

By Councilman Kronk:

Whereas, On the 7th day of February, A.D. 1936, an agreement was entered into between the Michigan State Highway Department, the City of Detroit, the Michigan Central Railroad Company and the New York Central Railroad Company, lessee of and operating the railroad of the Michigan Central Railroad Company, and the Grand Trunk Western Railroad Company, providing for the reconstruction of Grade Separation on Grand River Avenue just beyond Warren Avenue, a copy of which agreement is enclosed herewith; and

Whereas, Said agreement has been duly executed by the parties hereto and the execution thereof has been ratified and confirmed by the Common Council; and

Whereas, The Common Council has deemed it expedient to effect a compromise with all of the parties having an interest in the lots or abutting property on that portion of Grand River, Warren and Stanton Avenues and Sixteenth Street, as heretofore maintained, and which for long has been dangerous and a constant menace to human life, and the reconstruction of grade separation, and the change of grades at these points will facilitate travel and promote traffic on Grand River Avenue, Warren Avenue, Stanton Avenue and Sixteenth Street. Therefore, be it

Resolved, That the Common Council of the City of Detroit hereby declares that it is necessary for the public benefit to make such reconstruction of grade separation in accordance with the plans prescribed by said agreement; and be it further

Resolved, That the City Clerk be and he is hereby instructed to file in the office of the Corporation Counsel a certified copy of this resolution and to record same in the office of the Register of Deeds of Wayne County.

Following is the agreement:
 This Agreement, made this 7th day of February, A.D. 1936, between the Michigan State Highway Department, acting by and through Murray D. VanWagoner, State Highway Commissioner of the State of Michigan, party of the first part, hereinafter referred to as the Highway Department; the City of Detroit, a municipal corporation of the State of Michigan, party of the second part, hereinafter referred to as the City; The New York Central Railroad Company, a corpora-

tion organized and existing under the laws of the State of New York, Michigan, and others, lessee of and operating the railroad of the Michigan Central Railroad Company, and the Michigan Central Railroad Company, a corporation organized and existing under the laws of the State of Michigan, parties of the third part, hereinafter referred to collectively as the Michigan Central, and the Grand Trunk Western Railroad Company, a corporation organized and existing under the laws of the State of Michigan, party of the fourth part, hereinafter referred to as the Grand Trunk, the parties of the third and fourth part being collectively referred to as the Railroad Companies.

Witnesseth:

Whereas, United States Highway No. 16, also commonly known as Grand River Avenue, crosses the right-of-way under the tracks of the Railroad Companies by means of underpasses in the City of Detroit, Wayne County, Michigan; and

Whereas, the reconstruction and improvement of these grade separations as a matter of public safety and convenience at the location noted above has been approved by the Federal Bureau of Public Works as a project for emergency construction through the use of funds provided by the United States Government for emergency highway construction to be expended under the provisions of the Fourth Deficiency Act, fiscal year 1933 as amended and supplemented by and subject to the provisions of the Act of June 18, 1934, and the Emergency Relief Appropriation Act of 1935; and

Whereas, the parties hereto have reached an understanding with each other respecting such construction, including the preparation and approval of plans and specifications, the further depression of the Highway, the removal and disposal of the existing structures, the temporary construction work necessary to provide for the operation of trains of the Railroad Companies during the construction period, the construction of the permanent grade separation, the incidental work made necessary by such construction and the payment of the cost thereof and desire to set forth their understanding in the form of a written agreement;

Now, Therefore, in consideration of the premises and the performance of the mutual undertakings of the parties hereto, it is agreed as follows:

1. That in accordance with the plans hereinafter mentioned, the Highway Department may and shall reconstruct the grade separation at the locations aforesaid without compensation to the Railroad Company other than the performance of this agreement by the Highway Department and the City and for the pur-

pose of said construction the Highway Department and its employees may enter upon and occupy any property of the Railroad Company provided that immediately upon completion of said work such railroad property shall be restored to a condition deemed by the Chief Engineer of the Railroad Companies to be suitable for railroad purposes.

2. That the Highway Department of the City shall, by proper means, the manner provided by the maps and plans as the project shows, the levels to which said streets shown on Exhibit No. 16 and the streets shown on Exhibit No. 17 be depressed and the minimum clearance of the bridge over the tracks of the Railroad Companies over the Highway for such grade separation.

3. That the general plans and exhibits, which are attached to this agreement, made a part of this agreement, are as follows:

Exhibit A—Preliminary Plan and Profile, showing the width of right of way, proposed profiles of highways, walks, and intersecting streets.

Exhibit B—Preliminary General Plan of grade separation structure involving the Michigan Central Railroad Company.

Exhibit C—Preliminary general plan of grade separation structure involving the Grand Trunk Western Railroad Company.

4. That the Michigan Central Railroad Company shall be and it is hereby obligated to prepare all detailed specifications for temporary construction work and support its tracks during construction period, provided such specifications shall be approved by the Highway Department and of the United States Department of Agriculture, Bureau of Road Construction, before the commencement of such temporary work and the awarding of construction contracts therefor. The current specifications shall govern the construction.

5. That the Michigan Central Railroad Company shall be and it is hereby obligated to prepare and furnish the detail plans and specifications for the removal and destruction of the permanent structure and the approval of the Highway Department and of the United States Department of Agriculture, Bureau of Road Construction, before the awarding of construction contracts therefor. Said work shall be done in accordance with the detailed and construction

pose of said construction said Highway Department and its contractors may enter upon and occupy the property of the Railroad Companies provided that immediately upon completion of said work such railroad property shall be restored to a condition deemed by the Chief Engineer of the Railroad Companies to be suitable for railroad purposes.

2. That the Highway Department of the City shall, by proper action, in the manner provided by law, adopt the lines shown upon the profiles, maps and plans as the profiles fixing the levels to which said United States Highway No. 16 and the intersecting streets shown on Exhibit "A" shall be depressed and the minimum underclearance of the bridges required to carry the tracks of the Railroad Companies over the Highway to provide for such grade separations.

3. That the general plans of the project are shown on the following exhibits, which are attached to and made a part of this agreement:

Exhibit A—Preliminary General Plan and Profile, showing general Plan of site, present and proposed widths of right of way, and present proposed profiles of highway, side walks, and intersecting streets.

Exhibit B—Preliminary Plan showing General Plan of grade separation structure involving the Michigan Central.

Exhibit C—Preliminary Plans showing general plan of grade separation structure involving the Grand Trunk.

4. That the Michigan Central and the Grand Trunk shall each respectively prepare all detail plans and specifications for temporary work including track work and bridges to support its tracks during the construction period, provided, such plans and specifications shall receive the approval of the Highway Department and of the United States Department of Agriculture, Bureau of Public Roads, before the commencement of such temporary work and before the awarding of construction contracts therefor. The current A.R.E.A. specifications shall govern the design and construction.

5. That the Michigan Central and the Grand Trunk shall each respectively prepare and furnish all designs, detail plans and specifications for the removal and disposal of the existing structure and the construction of the permanent structure supporting its tracks, the same to be subject to the approval of the Highway Department and of the United States Department of Agriculture, Bureau of Public Roads, before the commencement of work thereon and before the awarding of construction contracts therefor. Said work shall be designed, detailed and constructed in accord-

ance with the current standard specifications and standards of the Highway Department; except that the current A.R.E.A. specifications shall govern the design of such portions of the work as carry railroad loading.

6. That the Highway Department shall prepare all designs, detail plans and specifications for the approaches and facilities providing for highway traffic, connections for side drives and side streets, sidewalks, retaining walls, and highway drainage facilities where required. Said work shall be designed and constructed in accordance with the current standard specifications and standards of the Highway Department. The City shall at its own expense furnish such plans, designs and data as may be required for the construction of existing municipally owned utilities.

7. That the Michigan Central and the Grand Trunk shall each respectively at its own expense make all necessary temporary and permanent changes in railroad telegraph lines and railroad signal lines involved in connection with the work on its right-of-way, except that after said lines have once been removed to a temporary location any additional temporary changes required by the contractor in the prosecution of his work shall be without expense to the Railroad Companies. The Michigan Central for the sum of Nine Hundred Seventy-five dollars to be paid to it, and the Grand Trunk for the sum of Forty-eight Hundred Dollars to be paid to it, shall respectively provide all temporary operators, switch tenders, conductors, and flagmen necessary for the safe and proper operation of its railroad during the entire period of construction of the grade separations.

8. That the remainder of the work of removing existing construction and constructing the new grade separation and approaches, including the reconstruction of existing municipally owned utilities, sidewalks, and connections for side drives and side streets, the depression of the two one-way, the remodelling of the two one-story buildings located on the North and South side of the Highway respectively and between the tracks of the Railroad Companies, the temporary diversion and support of the Railroad Companies' tracks during the construction period, the furnishing and erection of the structures, both temporary and permanent, to carry the Railroad Companies' tracks over and across the highway, and all work incidental thereto, shall be performed under contract. The Highway Department shall advertise the work in accordance with its regulations, considering bids therefor only from contractors prequalified by it for such

work and approved by the Chief Engineers of the Railroad Companies, and shall award the contract therefor. The Highway Department shall exercise complete supervision and control over such construction. The Railroad Companies' Chief Engineers may place on the work competent engineers, who, together with necessary assistants, shall assist the field representatives of the Highway Department to the fullest extent in order to coordinate the work and to obtain the greatest progress with the minimum delay or interference in carrying out the general grade separation project; and who shall have the right to inspect the erection and construction of all steel work and masonry and other parts of the project.

9. That, except as otherwise specifically provided herein, the Michigan Central and Grand Trunk shall each respectively bear all costs necessary to and incurred by it in connection with its performance of the provisions of paragraphs 4, 5 and 7 hereof; also the salary and expense of the engineers and assistants assigned by it under paragraph 8 hereof all without recourse to or reimbursement by either the Highway Department or the City.

10. That it is expressly understood and agreed that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal laws and regulations, which laws and regulations are hereby incorporated in and made a part of this agreement; and that in the event delays or difficulties occur in securing necessary Federal approval or acquiring necessary right-of-way or settling damage claims which in the opinion of the Highway Department render it impracticable to utilize Federal funds from the current appropriation for the construction of the project, and such event occurs before the commencement of work hereunder, the Highway Department may serve written notice thereof upon the other parties hereto, and this agreement shall thereupon terminate forthwith.

11. That, in the event any costs arising in the accomplishment of the aforesaid project are not payable by the Railroad Companies hereunder, and are not reimbursed by the Federal Bureau of Public Roads, such cost shall be borne by the Highway Department and the City in the proportions provided by Section 1 of Act 131 of the Public Acts of 1931.

12. That the reconstruction and improvement of said grade separations hereunder shall be executed without damage, and insofar as possible, without delay to the trains of either of the Railroad Companies, and that the Highway Department and its contractors will observe such restric-

tions as the Chief Engineers of each Company or his representatives on the ground, may impose to insure the safety and dispatch of persons and property of or in care of the Railroad and the safe and expeditious operation of its trains.

13. That in consideration of the completion of the project herein provided and pursuant to all of the terms and conditions of this agreement the Michigan Central and the Grand Trunk each hereby grants to the people of the State of Michigan and the City an easement and franchise for highway purposes across its right-of-way as shown on Exhibit A.

14. That the City shall and hereby does, assume the payment of all abuttal damages, if any there be, to property, business, or persons, other than the property of the Railroad Companies and arising in any way from said project and all costs, expenses, charges or liability in any proceeding which may be instituted in effecting such project or may be instituted to prevent the performance of this agreement, it being understood that the performance of this agreement on the part of the Railroad Companies shall release and discharge the Railroad Companies, and each of them, from any and all assessments of every nature and description, including assessments for benefits, and any and all charges, damages, or liability and be accepted as a full discharge of all obligations, present or future, to abutting owners, or arising from the failure of the City to adjust or pay such damages, costs or expenses in connection with such grade separation project and the change of grade of said United States Highway No. 16 and the intersecting streets shown on Exhibit A. The City hereby assumes to itself, and agrees to pay and assume and indemnify and save harmless the respective Railroad Companies against all assessments, damages, costs, and expenses without charge, recourse to or recharge over against the Railroad Companies, or either of them, and the Michigan Central and Grand Trunk each hereby waives any and all claims for damages by reason of the change of grade of said Highway to any abutting property owned or controlled by it within the District shown on Exhibit A.

15. That the Highway Department shall at its own initial expense acquire the six foot strips of property (except property owned or controlled by the Railroad Companies) along Grand River Avenue for the right of way of said Highway as required for the grade separation and as shown on Exhibit A, and that the City shall reimburse the Highway Department to the extent of fifty per cent (50%) of the cost thereof.

16. That in the event of occasioning loss or damage to property, or injury to or death of any of the parties hereto, or during the performance of or during the performance of this contract, either of the Railroad Companies or either of the said Highway or elsewhere therefor which any of the parties hereto shall suffer damage, shall be a part of the cost of the project and if, in the first instance, the same cannot be recovered against either of the parties hereto, the same shall be recovered against either of the parties hereto in a court of law having jurisdiction or shall be paid by either Railroad Company or the City at the consent of the City and the Highway Department it shall be reimbursed to that Railroad Company by the Highway Department in the proportions provided in Section 1 of Act 131 of the Public Acts of 1931 within six months from the rendition of the same; provided, however, that the extent that any such damage, or liability shall be borne by the contractor or contractor's surety by the sole negligence of the Railroad Company it shall not be a charge to the project nor reimbursement to the Highway Department and

17. That in connection with the work to be performed by the Highway Department as outlined in this agreement said Department shall require the contractor or contractors to procure and maintain following insurance in a form approved by an insurer or insurers, to wit: (1)—Workmen's Compensation Insurance.

(2)—PUBLIC LIABILITY Insurance covering injuries and death of persons in the amount of not less than five hundred dollars for any one person and not less than five hundred dollars for any one accident. (3)—PROPERTY DAMAGE Insurance covering the loss of, or damage to, the amount of one hundred thousand dollars. (4)—OWNERS' RISK Insurance in the amount of one hundred thousand dollars with above mentioned limits.

18. That, if at any time during the performance of the project herein provided for which is hereunder agreed to, the parties hereto shall cease and not be renewed for more than sixty days, the parties hereto shall agree upon and execute a new agreement and the Railroad Company shall place as is reasonably practicable and satisfactory an easement in highway and streets in highway and shall be reimbursed by the Highway Department and the City in the proportions provided in Section 1 of Act 131 of the Public Acts of 1931.

16. That in the event of accidents occasioning loss or damage to property, or injury to or death of persons, including the property and employee of any of the parties hereto arising out of or during the course of, or resulting from, the performance of this contract, either happening on the rights-of-way of the Railroad Companies or either of them or on said Highway or elsewhere any and all payments of damages or account thereof for which any of the parties hereto shall be or become liable or shall suffer damage, shall be considered a part of the cost of the project; and if, in the first instance, it shall be recovered, against either Railroad Company in a court of competent jurisdiction or shall be assumed and paid by either Railroad Company with the consent of the City and the Highway Department it shall be reimbursed to that Railroad Company by the Highway Department and the City in the proportions permitted in Section 1 of Act 131 of the Public Acts of 1931 within sixty (60) days from the rendition of proper bills therefor; provided, however, that to the extent that any such loss, damage, or liability shall be borne by a contractor or contractors, or caused by the sole negligence of either Railroad Company it shall not be charged to the project nor reimbursed by the Highway Department and the City.

17. That in connection with the work to be performed by the Highway Department as outlined hereunder said Department shall require its contractor or contractors to carry the following insurance in a form and with an insurer or insurers, acceptable to the Railroad Companies and the City:

(1)—Workmen's Compensation insurance.

(2)—PUBLIC LIABILITY insurance covering injuries and death of persons in the amount of not less than fifty thousand dollars for any one person, and not less than five hundred thousand dollars for any one accident, PROPERTY DAMAGE insurance covering the loss of, or damage to, property in the amount of not less than one hundred thousand dollars.

(3)—OWNERS' RISK insurance with above mentioned limits of liability.

18. That, if at any time, without fault of the parties hereto, the work which is hereunder agreed to be done shall cease and not be resumed within sixty days, the parties hereto shall then agree upon and perform such work as is reasonably necessary to place the Railroad Companies' tracks and the highway and intersecting streets in satisfactory permanent operating condition and the Highway Department and the City shall assume and pay the cost thereof, in the

manner and proportions provided in Article II hereof, provided that the aforesaid sixty day limitation shall not apply to the temporary suspension of work under order of a court of competent jurisdiction, in which event the work shall be resumed and completed, as soon as may be, in accordance with the terms of this agreement.

19. That, when the work of reconstruction of said grade separation has been completed the Michigan Central and the Grand Trunk, shall each at its own expense and cost maintain the structure supporting the tracks and repair or replace, at its sole expense, any portion or portions of the structures which may be damaged or destroyed, by accident or collision resulting from railroad traffic upon its lines. The Highway Department and the City shall, in accordance with existing laws and agreements, repair or replace any portion or portions of the structure which may be damaged or destroyed by highway traffic and shall maintain the roadway, paving, sidewalks, curbs, street retaining walls and drainage structure.

20. That either of the parties hereto may now, or at any time hereafter and from time to time, at its own option, and at its sole cost and expense construct or provide additional facilities and betterments together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments, provided, that all future construction shall maintain the minimum underclearance for the highway as shown on Exhibits B and C.

21. That it is specifically understood and agreed that this agreement shall become and be binding upon the parties hereto, their successors and assigns, when, but not until, the Michigan Public Utilities Commission has entered an order authorizing, permitting and approving the foregoing improvement and the United States Department of Agriculture, Bureau of Public Roads, has approved the project and allocated thereto an amount sufficient to pay the estimated cost thereof, and the State Administrative Board of the State of Michigan has BY RESOLUTION authorized the State Highway Commissioner to execute this agreement on behalf of State of Michigan, and the Common Council of the City of Detroit, has, by resolution, authorized and directed the Mayor and the City Clerk to execute this agreement on behalf of the City.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, the day and year first above written.

MICHIGAN STATE HIGHWAY DEPARTMENT
 (Signed) By H. C. Coons,
 Deputy State Highway Commissioner
 of the State of Michigan.

CITY OF DETROIT
 (Signed) By Frank Couzens,
 Mayor.

(Signed) Attest—Richard W. Reading,
 City Clerk.

THE NEW YORK CENTRAL RAILROAD

(Signed) By Henry Shearer,
 Vice President & General Manager.

THE MICHIGAN CENTRAL RAILROAD COMPANY,
 (Signed) By Henry Shearer,
 Vice President.

GRAND TRUNK WESTERN RAILROAD COMPANY,
 (Signed) By D. C. Grant,
 Vice President.

By Councilman Castator:

Whereas, formal agreements have been prepared between the State of Michigan, the City of Detroit, and the Michigan Central Railroad Company, the New York Central and Grand Trunk Western Railroad Companies, with reference to the reconstruction of the grade separation at Grand River, just beyond Warren Avenue; and

Whereas, such arrangements have been approved by the Corporation Counsel on behalf of the City; therefore, be it

Resolved, That the Mayor and the City Clerk are hereby authorized and directed to execute said agreement for and on behalf of the City of Detroit.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Engel, Jeffries, Lindsay, Lodge, Van Antwerp and the President—8.
 Nays—None.

By Councilman Ewald:

Whereas, the Michigan State Highway Department desires to substitute revised exhibits attached to the executed agreements between the City of Detroit, the Michigan State Highway Department, the Grand Trunk Western Railroad Company, the Michigan Central Railroad Company and the New York Central Railroad Company, with reference to the reconstruction of the grade separation on Grand River just beyond Warren Avenue; and

Whereas, the Michigan State Highway Department deems it essential that these revised exhibits be accepted by the parties to the agreement;

Whereas, such revised exhibits are approved by the Commissioner of Public Works; therefore, be it

Resolved, That the Mayor and the City Clerk are hereby authorized and directed to sign the revised exhibits, thereby indicating their acceptance on behalf of the City.

Approved as to Form,
 RAYMOND J. KELLY,
 Corporation Counsel.

Adopted as follows:
 Yeas—Councilmen Bradley, Castator, Engel, Ewald, Jeffries, Lodge, Van Antwerp and the President—8.
 Nays—None.

The above resolution was then adopted as follows:

Yeas—Councilmen Breitmeyer, Dingeman, Ewald, Kronk Lodge, Van Antwerp, and the President—7.
 Nays—None.

From the Corporation Counsel

August 24, 1938.

To the Honorable, the Common Council:

Gentlemen—In accordance with your request, we are enclosing herewith proposed ordinance changing the name of Dort Street, between West Jefferson Avenue and West Fort Street,, to Nineteenth Street.

We are returning herewith the petition of William T. Dort, (3280) requesting such change, together with communication from the City Plan Commission.

Very truly yours,
 RAYMOND J. KELLY,
 Corporation Counsel.

By Councilman Kronk:

AN ORDINANCE changing the name of Dort Street between West Jefferson Avenue and West Fort Street, to Nineteenth Street.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT:

Section 1. That the name of Dort 2 Street between West Jefferson Avenue and West Fort Street, be and 4 the same is hereby changed to and 5 shall hereafter be known as Nine- 6 tenth Street.

Sec. 2. All ordinances or parts 2 of ordinances in conflict herewith 3 are hereby repealed.

Approved:

RAYMOND J. KELLY,
 Corporation Counsel.

Read twice by title, ordered printed and laid on the table.

From the City Treasurer

August 24, 1938.

To the Honorable, the Common Council:

Gentlemen—Inasmuch as this office has been unable to collect taxes due on the attached description of property, I respectfully request that your Honorable Body refer this item to the office of the Corporation Counsel, with instructions that he proceed under the provisions of the City Charter, to take possession of same for the City of Detroit.

Respectfully submitted,
 ALBERT E. COBO,
 City Treasurer.

By Councilm
 Resolved,
 Counsel be a
 cordance and di
 ordinance wi
 city charter,
 ame of the
 following d
 the non-pay
 File 1282
 10-867, Loc
 144, Subdivi
 part of P. C
 Ave., Twp.
 Michigan.
 Adopted
 Yeas—C
 Dingeman,
 Antwerp, &
 Nays—N

From Dep
 S

To the
 Council:
 Re: 9062
 Gray Estate
 43 T. T. A.
 ling.

Gentlemen
 vacant and
 erable time a
 windows and
 elements hav
 troyed, leavin
 building in a
 gerous condit
 After due
 interest no st
 eliminate the
 condition of th
 in violation o
 Under these
 respectfully
 that the Co
 requested to or
 building by th
 Works as a pu
 Resp

From Depart
 Safety

To the Hon
 Council:
 Re: 6560 Russ
 of North 100 f
 and 19 of Schro
 story masonry
 and store build
 Gentlemen—T
 above location
 abandoned for
 removed doors and
 building leaving
 open to tree
 The