

500 weeks from the date of the injury. To the end that the above be paid, I suggest the adoption of the following resolution.

Respectfully submitted,
JAS. R. WALSH,
Assistant Corporation Counsel.

By Councilman Castator:

Resolved, That the Controller be and he is hereby instructed to draw his warrant upon the proper fund in favor of James Wyman, employe Department Street Railways; William Danhue, Charles Piper, James Burke, employes Department Parks and Boulevards; Anthony Robwicz, Peter Schneider, J. Macomko, Gasper Gammicha, Louis Bodelon, employes Department Public Works, at the rate of 66 2-3 per cent of their average weekly wages, not to exceed \$18 per week, said sum to be paid during the period of disability not to exceed 500 weeks from the date of the injury.

Adopted as follows:

Yeas—Councilmen Bradley, Callahan, Castator, Dingeman, Ewald, Littlefield, Stevenson and the President—8.

Nays—None.

From the Corporation Counsel

October 27, 1927.

To the Honorable, the Common Council:

Gentlemen—Replying to your request for an opinion as to whether the Common Council is required to pass on claims for damages against the Department of Street Railways or whether the Street Railway Commission has the final disposition of said claims, kindly be advised that Title 4, Chapter 13, Section 17 of the Charter of the City of Detroit provides as follows:

"All claims that may arise in connection with said railway system shall be presented as are ordinary claims against the city. Provided, that written notice of all claims based upon injury to persons or property must be served upon the city clerk, within sixty days from the happening thereof and the disposition thereof shall rest in the discretion of the board and the costs of investigation, attorney's fees, all claims that may be allowed and final judgments obtained from said claims shall be paid from the operating revenues of said railway."

Under the provisions of the charter, all claims that may arise in connection with said railway system shall be presented to, audited, allowed or rejected by the Street Railway Commission and the Common Council has no authority to pass upon these claims.

Replying to the last paragraph in

your communication in which you ask to be advised whether or not the claimant would jeopardize his claim in court if same were not acted upon by the Council, kindly be advised upon inasmuch as the Common Council has no right or authority to act upon these claims, claimant's interest would in no way be jeopardized by the Council's failure so to do.

I am attaching hereto copy of the pleading which was brought up before the Council Committee.

Very truly yours,
JAMES R. WALSH,
Assistant Corporation Counsel.

Approved.

CHAS. P. O'NEIL,
Corporation Counsel.

Accepted and placed on file.

From The Corporation Counsel

November 1, 1927.

To the Honorable the Common Council:

Gentlemen—Preparatory to filing the petitions for the awarding of damages, if any have been sustained, on account of the separation of grades at Springwells and Chamberlain Avenues, it is essential for the Common Council to pass a resolution declaring the improvement necessary for the public benefit.

I herewith submit the appropriate resolution and ask for its passage.

Very truly yours,
CHAS. P. O'NEIL,
Corporation Counsel.

By Councilman Dingeman:

Whereas, On the twenty-ninth day of May, A. D. 1916, an agreement was entered into between the City of Detroit and the Michigan Central Railroad Company, the New York Central Railroad Company, the Wabash Railway Company, the Pere Marquette Railroad Company and the Detroit United Railway, providing for the separation of certain grade crossings in the said City of Detroit at the intersections of several streets in the district from Junction Avenue to River Rouge, a copy of which agreement is set forth in the Journal of the Common Council, pages 1463, 1464, 1465 and 1466, October 10, 1916, and a copy of which agreement is also 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 inexpedient to affect a compromise with all of the parties having an interest in the lots or property abutting on that portion of the following streets and highways, to-wit: Springwells Avenue and Cham-

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berlain Avenue, as heretofore maintained and which for long have been dangerous and a constant menace to human life, and the separation of grades at these points will facilitate travel and promote traffic upon said Springwells Avenue and Chamberlain Avenue; and

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 separations of grades, in accordance with the plans prescribed by said agreement; and 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 the same in the office of the Register of Deeds of Wayne County. The following is the agreement:

GRADE SEPARATION AGREEMENT

City of Detroit and The Michigan Central Railroad Company, The New York Central Railway Company, Pere Marquette Railroad Company, Detroit United Railway.

Contract for the Separation of Grades, Junction Avenue to River Rouge.

DETROIT UNITED RAILWAY

Interurban Building

Detroit, Mich., August 21st, 1916.

Mr. Harry Dingeman,
Corporation Counsel.

Dear Sir—I enclose herewith Grade Separation agreements, signed by the Michigan Central, Wabash, Pere Marquette and Lake Shore and this company, for the separation of grades between Junction Avenue and the River Rouge.

The present contract does not provide sufficient clearance for our cars. We are signing this contract upon the assurances, this day made, that the City would depress its streets six inches lower and the railroads elevate their tracks six inches higher than that indicated in this contract, and also upon the condition that the parties hereto sign a supplemental contract to this effect.

Very truly yours,

E. J. BURDICK,
Asst. Genl. Manager.

THIS AGREEMENT, made this 29th day of May, A. D. 1916, by and between the City of Detroit, a Municipal Corporation, hereinafter called the City, party of the first part, and The Michigan Central Railroad Company, The New York Central Railroad Company, Wabash Railway Company, Pere Marquette Railroad Company, Dudley E. Waters and Paul H. King, Receivers, hereinafter called the railroad companies, and the Detroit United Railway Company, hereinafter

called the street railway company, parties of the second part:

WITNESSETH:

Whereas, the City desires to discontinue as soon as may be practicable the grade crossings in the said City at the intersections of the several streets in the district from Junction Avenue to River Rouge, with the rights of way owned, used and occupied by said railroad companies and to substitute therefor overhead crossings by said railroad companies, and the parties hereto by their duly authorized representatives have agreed upon uniform profiles fixing the minimum elevations of the extreme under clearances of bridges to carry the tracks of said railroad companies which shall be elevated in said district, to provide for separation of grades of the several streets at present opened and used or which may be hereafter opened and used across said rights of way, and have also reached an agreement determining the method, the terms and the conditions of and general specifications for effecting said changes in said crossings:

Now, therefore, in consideration of the premises and the mutual undertakings of the parties hereinbefore expressed, it is agreed:

1. The City shall by proper ordinance adopt the lines shown on the profiles identified by the signature of the City Engineer and the signature of the Chief Engineer of The Michigan Central Railway Company, and filed in the office of said City Engineer, and made a part hereof and marked "Exhibit A," as the profiles permanently fixing the levels in said district in said City between Junction Avenue and the River Rouge, to which the streets shall be depressed and the levels of the minimum under clearance of bridges required to carry the tracks when elevated to provide for the separation of grades of the streets at present opened and used or which may be hereafter opened and used across the rights of way of said railroad companies within the limits of said district; and the City hereby covenants and agrees that the said railroad companies shall not be required to raise their bridges at the intersection of any street within the limits of said district higher than the level fixed by said profiles, respectively, and that the separation of grades at all street crossings within said district shall be effected hereafter by lowering the grades of the streets sufficiently to allow the streets to pass under the railroad tracks when so elevated.

2. That the City shall from time to time by proper ordinance whenever required for the purpose of separating grades, change and lower the grades of the several streets now opened and used, or hereafter to be

opened and used across said rights of way at the crossings within the limits of said district aforesaid so as to permit the separation of grades in accordance with the profiles aforesaid; and it shall thereby authorize the construction of said railroads overhead across said streets at such new grades, and shall and hereby does assume the payment of all abutting damages, if any there be, to the property of persons (other than the parties of the second part) arising in any way from said change in the grade of any such streets, and all costs, expenses, charges or liability in any proceedings which may be instituted to effect such separation of grades or which may be instituted to prevent the performance of this agreement; it being understood that the performance on their part of this contract shall release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal 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 and changes of grade; and the City hereby assumes to itself and agrees to pay and assume and indemnify and save harmless said parties of the second part and each of them from and against all assessments, damages, costs or expenses, except for construction as hereinafter mentioned, without charge, recourse to or recharge over against such second parties or any of them; and the parties of the second part hereby respectively waive any and all claims for damages by reason of the change of grade of any of said streets to any abutting property owned or controlled by them or the said railroad companies respectively agree to save, keep harmless and indemnify the City from any claims of tenants now occupying said railroad companies' rights of way under leases, for any damages to any parts of said rights of way so occupied, caused by the change of grade herein provided for of any of said streets, and will insofar as they shall be able by the exercise of rights reserved by them under the terms of existing leases prevent or reduce any such claims of tenants now occupying properties outside the limits of their rights of way, and in future leases made by them will provide that any claim for such damages shall be waived.

3. In Consideration Thereof, the parties of the second part shall construct and build the entire work involved in said changes of grades and all excavating, paving and repaving, all retaining walls, abutments, sidewalks and guard rails,

and supports of adjacent buildings made necessary by the construction of said overhead crossings, including any and all relaying of pavements and sidewalks incident to said change of grades. And the parties of the second part further agree that all sewers, water or drain pipes and conduits which are the property of the City and which will be injured or disabled by the proposed changes in grade shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

The work to be done by the said parties of the second part shall include all excavations necessary or made necessary by said changes of grades as well on the intersecting streets as on the streets crossed, the pavement of all roadways after the excavation, the construction of all sidewalks and of all wings, retaining walls and abutments; and the street railway company shall bear the expense of relaying all street railway tracks which may be disturbed.

All such work shall be done in accordance with said profiles and the general specifications hereto attached and made a part hereof and with particular plans to be agreed upon, which plans (reasonable provision being made therein for access to and from the property of said railroad companies) shall be substantially the same as the plans adopted for the separation of grades of Grand River Avenue, Warren Avenue and Beaubien Street and conform thereto as nearly as may be practicable. In case of failure of the parties hereto to agree upon the plan for any crossing the plan to be adopted shall be determined by a board of arbitrators, consisting of the persons who at the time may be the City Engineer and Chief Engineer of said Michigan Central Railroad Company and the Presiding Judge of the Wayne Circuit Court, and the plan determined upon by said arbitrators or by a majority of them shall be adopted by the parties hereto. The said second parties and each of them shall release all damages, charges or claims arising from loss of traffic or otherwise occasioned by said changes of grades.

4. After the completion of the work of separation of grades at any street, the City shall maintain and repair or cause to be maintained and repaired at its own expense all sewer and water pipes, the roadway, pavement and the sidewalks on the streets and avenues, except as between the City and the street railway company. The street railway company tracks and also the spaces between the same shall be maintained and kept in repair by the street railway company when so provided by ordinance; and the said railroad companies shall maintain and repair

or cause to be maintained or repaired at their expense parts of the structure upon the plans and specifications of the separation of grades of the streets, including retaining walls of the approach.

5. The City shall have demand the separation of any of the streets shown hereon upon the profiles attached hereto within said district hereof within the method and terms and conditions of the second part hereby agreed to and the plans and specifications determined upon as aforesaid and such changes of grade, and form the work of construction and all obligations of their part in accordance with the terms and conditions of this agreement, provided that the grades shall be separated where the grades shall have been separated.

The said The Michigan Central Railroad Company and the New York Central Railroad Company, having with other railroad companies heretofore entered into agreements with the City for the separation of grades of streets and in localities in said City, shall not be required to do any work under said agreements while they are separating the grades in the streets mentioned and specified hereon if before the work under the agreement shall have been completed the Common Council of the City of Detroit desires work under said agreements to be resumed and directs, then during such work, that the said railroad companies, such as the Michigan Central Railroad Company, shall not be required to do any work hereunder until the work so to be performed is completed. It being understood that all the agreements of the said railroad companies who are parties to this agreement shall not be required to expend an aggregate sum in any one year in excess of Two Hundred Thousand Dollars (\$200,000.00) in any one year in the City of Detroit.

6. Said railroad companies shall have the right to separate the grades in any street in the City of Detroit now opened and under the terms and conditions of this agreement, and the City agrees to such changes of grade as are shown on the plans and specifications attached hereto.

or cause to be maintained and repaired at their expense all other parts of the structure as shown upon the plans and specifications for the separation of grades at said several streets, including wings and retaining walls of the approaches.

5. The City shall have the right to demand the separation of grades at any of the streets shown and designated upon the profiles and the schedule hereto attached and made part hereof within said district in accordance with the method and under the terms and conditions of this agreement, in which case the parties of the second part hereby agree to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grade, and to perform the work of construction and maintenance and all obligations on their part in accordance with and under the terms and conditions of this agreement, provided that the grades shall be separated only at crossings lying next to the streets where the grades shall have been separated.

The said The Michigan Central Railroad Company and said The New York Central Railroad Company, having with other Railroad Companies heretofore entered into agreements with the City of Detroit for the separation of grades on other streets and in localities elsewhere in said City, shall not be required to do any work under said former agreements while they are at work separating the grades in districts mentioned and specified herein, but, if before the work under this agreement shall have been completed, the Common Council of the City of Detroit desires work under said former agreements to be resumed and so directs, then during such work the Railroad Companies, party to this agreement, shall not be required to do any work hereunder unless all the work so to be performed shall not require the expenditure of more than Two Hundred Thousand Dollars (\$200,000.00) in any one year by the Railroad Companies, parties to this agreement. It being agreed and understood that all the said Railroad Companies who are parties to this agreement shall not be required to expend an aggregate sum in excess of Two Hundred Thousand Dollars (\$200,000.00) in any one year in separating grades in the City of Detroit.

6. Said railroad companies may from time to time separate the grades of any street now opened and used across their rights of way within said district in accordance with the method and under the terms and conditions of this agreement, and in such case the City agrees to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grades and to perform all the obligations on its part in

accordance with the method and under the terms and conditions of this agreement.

7. The City agrees to provide for the temporary closing of streets within said district upon which it may be necessary to stop public travel during the progress of the work of grade separation at each street, and until its completion, and for the necessary change of grate of the streets which will remain at the railroad rail level in the vicinity of the street where the separation of grades is made.

8. The said street railway company shall be authorized, in order to facilitate the work and for the accommodation of the public during the pendency thereof at each street, to construct under the supervision of the Commissioner of Public Works street railway tracks through some other street or streets in that locality to be designated by said Commissioner of Public Works, the same to be temporary and to be removed by said street railway company when the separation of grades at the street from which the tracks have been diverted shall have been completed; and it is hereby authorized to relay its tracks upon all streets where the same are or have been laid within said district at the time when said grade separation is effected; provided, that nothing in this paragraph contained shall be taken to grant any franchise right or add to or take away any of the franchise right of said street railway company.

9. The provisions of this contract shall apply only to the streets shown and designated upon the profile and schedule hereto attached which are made a part hereof; and the City covenants and agrees that any streets which may be opened and used hereafter across said rights of way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks when elevated in accordance with said profile, to permit the streets to pass under the tracks; and the City shall assume and pay the entire cost of the work of such separation of grades at such new crossings.

10. The railroad companies hereby waive any and all claims for damages arising from the opening of such new streets across said rights of way and all claims for damages to any abutting property owned or controlled by them or either of them arising therefrom, and hereby release all damages, charges, or claims arising from the loss of traffic or otherwise occasioned by the separation of grades at said crossings of such new streets.

11. Said street railway company shall perform all the work of removing its tracks and trolley wires and of the reconstruction thereof upon any street where its street railway tracks are laid within said district, includ-

ing the pavement between the outer rails of its tracks, at their sole cost and expense, and shall also bear an equal proportion with each of the railroad companies of the cost of sub-drainage and of any other sub-surface work, and the laying and relaying of any pipes, which may be necessary to be done at the expense of said railroad companies and said street railway company.

12. Neither this agreement, nor anything contained in the ordinances and resolutions to be passed by the City of Detroit, as above provided, shall restrict or limit the parties of the second part in any of the rights they now possess in respect to said street crossings except as herein expressed.

In witness whereof the parties hereto have caused these presents to be signed on their part by their proper officers on the day and year first above written.

CITY OF DETROIT.

By OSCAR B. MARX,
Mayor.

By JAMES CRANSHAW, JR.
Chairman Committee on Grade Separation.

RICHARD LINDSAY,
City Clerk.

THE MICHIGAN CENTRAL RAILROAD COMPANY,

A. H. SMITH,
President.

Attest: E. F. STEPHENSON,
Assistant Secretary.

THE NEW YORK CENTRAL RAILROAD COMPANY,

A. H. SMITH,
President.

Attest: E. F. STEPHENSON,
Assistant Secretary.

M. C. R. R. APPROVAL

Form: HENRY RUSSELL, General Counsel.

Plan and Estimate: G. H. WEBB,
Chief Engineer.

Plan and Operation: S. W. BROWN,
Gen'l Supt.

For Execution: E. D. BRONNER,
Gen'l Manager.
J. J. TURNER,

PERE MARQUETTE RAIROAD COMPANY.
PAUL H. KING,
Receiver.

Approved as to form: J. S. PARKER,
WABASH RAIWAY COMPANY,
By E. F. KEARNEY,
President.

Form approved: N. S. Brown.
Accounting. L. G. SCOTT, Comptroller.

Description: A. O. CUNNINGHAM,
Chief Engineer.

Operation: J. E. TAUSSIG, Vice President.

Attest: T. J. TOBIN,
Assistant Secretary.

DEROIT UNITED RAILWAY,
By F. W. BROOKS,
President.

Correct in form and execution,
BERNARD F. WEADOCK, Atty.
Attest: A. E. PETERS,
Secretary.

NEW YORK CENTRAL

Form approved: ROBERT J. CARY.

Description approved: G. C. CLEVELAND.

Terms and Conditions Approved: F. H. WILSON, D. C. MOON, A. T. H.

SPECIFICATIONS FOR THE SEPARATION OF GRADES

At the crossings of the Michigan Central, the New York Central and the Wabash Railway at Livernois, Dix, Waterman, Central, Springwells, Lafayette, Lawndale Avenues, Fort Street and Dearborn Avenue, at either Beard Avenue or Green Avenue, as the City may select; and also at the crossing of the Pere Marquette Railroad at Dearborn Avenue.

The streets shall be lowered to conform to grades to be established by the City by proper ordinance and the railway tracks elevated and carried over them on through girder or deck bridges substantially similar to those over Grand River Avenue, Warren Avenue or Beaubien Street.

The Railway structures or bridges shall extend the full width of each street.

Rows of supporting columns or bents having dimension transverse to the street not greater than 2 ft. 6 in. may be placed within the street lines and parallel thereto, in accordance with schedule herein contained and with particular plans to be agreed upon and furnished by the City Engineer.

The ends of the bridges shall be supported by abutment walls whose front face shall be on the street line.

The rate of grade on the approaches and on intersecting streets lowered to conform to them shall not exceed three per cent.

The following schedule gives the minimum elevation of under-clearance of bridges, referred to in city datum, clear height from crown of pavement to underclearance, width of pavement for driveways and lengths of approaches to the limits of work to be done by the Railroad Companies.

All elevations and distances are given in feet and decimals of a foot.

Name of Street	Width
Livernois	66'
Dix	70'
Waterm'n	66'
Beard	60'
Green	60'
Central	66'
Sp'ngw'ls	60'
Lafayette	66'
Lawndale	66'
Fort	100'
Dearborn	66'

Retaining walls abutment walls shall be out the limits of the railroads except to provide access to the property of the companies.

Retaining walls cent property at with necessary steps same, shall be built within the limits change of grade exc ference of elevation feet, and in accordance the property of the companies.

All abutments and shall be built of concrete with the stand of the Michigan Company.

All sidewalks to be concrete and all driv paved with such n Commissioner of Pu direct according to t cations as far as th pleable, and under th the said Commissio Works and the City E

All water and drain the property of the be injured or disable posed change shall diverted and restored the satisfaction of the

Drainage or Drivewa provided for in accorda furnished or approved Engineer.

Bridge floors shall be with proper conductor to city drains, together laid behind and thro and retaining walls thro satisfaction of the City

All of the above agre struction within the lim pletely done by the r panies with the lim at their cost. all reason

The City Engineer sh the street lines and th cross-sections for

Name of Street	Wdh Paved Width Driveways Clearance				Apr'ches Intersecting Streets			R. of W. to End of R. R. N. or W. S. or E.	Name Length of R. Co.'s Work			
	Old App'	New R. of W.	No. Width	Height Elev.	End of R. R. N. or W. S. or E.	Intersecting Streets	R. of W. to End of R. R. N. or W. S. or E.					
Livernois	66'	30'	30'	40'	2	18.25'	12'	119.80	185'	273'	Toledo	180'
Dix	70'	46'	50'	50'	2	23.25'	14'	121.04	250'	370'	Carter	250'
Waterm'n	66'	26'	26'	30'	1	30'	13'	120.38	100'	270'	Desmond	180'
Beard	60'		30'	40'	2	18.25'	13'	121.38				
Green	60'		30'	40'	2	18.25'	13'	121.38				
Central	60'		30'	30'	1	30'	14'	120.38	12'	65'		
Sp'ngw'ls	66'	26'	40'	46'	2	21.25'	14'	120.80	310'	103'		
Lafayette	60'		30'	40'	2	18.25'	13'	119.28	70'	107'	Chamb'rli'n	75'
Lawndale	66'		30'	40'	2	18.25'	13'	119.35	217'	173'		
Fort	100'	60'	60'	70'	2	20'	14'	117.50	150'	140'	Lawndale	185'
Dearborn	66'	30'	40'	46'	2	21.25'	14'	115.48	100'	297'	Harbaugh	185'
											Woodmere	150'
											Leigh	200'
											Carbon	150'
											Sire	60'

Retaining walls continuous with abutment walls shall be built throughout the limits of the rights of way of the railroads except where necessary to provide access from the street to the property of the railroad companies.

Retaining walls to support adjacent property at its existing level, with necessary steps or approaches to same, shall be built where required within the limits of the proposed change of grade except where the difference of elevation is less than two feet, and in accordance with particular plans to be agreed upon.

All abutments and retaining walls shall be built of concrete in accordance with the standard specifications of the Michigan Central Railroad Company.

All sidewalks to be constructed of concrete and all driveways are to be paved with such materials as the Commissioner of Public Works may direct according to the City's specifications as far as the same are applicable, and under the supervision of the said Commissioner of Public Works and the City Engineer.

All water and drain pipes which are the property of the City which will be injured or disabled by the proposed change shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

Drainage or Driveways shall be provided for in accordance with plans furnished or approved by the City Engineer.

Bridge floors shall be water tight with proper conductor pipes leading to city drains, together with drains laid behind and through abutments and retaining walls constructed to the satisfaction of the City Engineer.

All of the above agreed upon construction within the limits to be completely done by the railroad companies with all reasonable dispatch at their cost.

The City Engineer shall establish the street lines and the elevations and cross-sections for pavements.

The City Engineer shall furnish particular plans showing grades, dimensions of curbs, pavements and sidewalks, subject to the schedule herein contained.

The City shall undertake to see that such pipes, conduits, wire lines, or other semi-public or private appurtenances as may be affected by the work are reconstructed by the owners.

The City shall provide that the Street Railways whose tracks occupy part of any of said streets where the grade is to change shall make such changes in their tracks from time to time as may be directed by the Engineer of the Railroad Companies in charge of the work, and, further, that all of the traffic in the part of the street where grade is to be changed shall be suspended at and during the time that said Engineer shall deem it necessary for the safe conduct and expedition of the work.

The City shall provide by proper resolution for the removal and reconstruction of said Street Railway Company's tracks and for such portion of the removal and reconstruction of the pavement in or reconstruction of the pavement in the driveways as devolves upon the Street Railway Company in any way by their occupancy of the streets.

The City to provide that the crossings which may have been heretofore used at Harbaugh and Herkimer Streets to be closed and abandoned and that the crossings of Springwells Avenue to be so changed that its alignment shall be at right angles to that of the Railways.

Lafayette Avenue and either Green or Beard Avenue as before mentioned shall be considered as having been opened across the rights of way of the Railroads and the grades separated according to these specifications:

Adopted as follows:

Yeas—Councilmen Bradley, Callahan, Castator, Dingeman, Ewald, Littlefield, Stevenson and the President—8.

Nays—None.

From The City Treasurer

November 1, 1927.

To the Honorable the Common Council.

Gentlemen—The following checks issued by the City of Detroit in payment of services rendered have been lost by the people to whom issued and payment stopped on them. I would respectfully recommend that I be directed to issue duplicates:

Check No. 319522, \$16.00, James Gardiner, dated 10-14-27.

Check No. 280369, \$35.94, Stanley Wisniewski, dated 8-30-27.

Check No. 81186, \$26.40, W. Louthan, dated 8-13-27.

Check No. 177874, \$165.50, Marie Le Vine, dated 9-28-27.

Respectfully submitted,
GUY L. INGALLS,
City Treasurer.

Accepted and recommendation concurred in as follows:

Yeas—Councilmen Bradley, Callahan, Castator, Dingeman, Ewald, Littlefield, Stevenson and the President—8.

Nays—None.

From The Department of Public Works.

November 1, 1927.

To the Honorable the Common Council:

Gentlemen—This department recommends that the City Treasurer be directed to accept the sum of \$53.08 in full payment of sidewalk assessment against lot 150 on the west side of St. Marys between Whitlock and Paul, as shown on roll No. 1118 and to cancel the balance, \$6.60, on account of error in measurement, a charge having been made for driveway where none was laid.

We further recommend that the Department of Public Works be authorized to draw a voucher in favor of the City Treasurer for \$6.60 against Acct. 702 cement sidewalks in order to adjust assessment roll.

Respectfully submitted,
JOHN W. REID,
Commissioner.

By Councilman Dingeman:

Resolved, That on recommendation of the Department of Public Works, the City Treasurer be and is hereby directed to accept the sum of \$53.08 in full payment of sidewalk assessment against lot 150 on the west side of St. Marys between Whitlock and Paul, as shown on roll No. 1118 and to cancel the balance \$6.60, and be it further

Resolved, That the Department of Public Works, be and is hereby directed to draw a voucher in favor of the City Treasurer for \$6.60 against Acct. 702 cement sidewalks in order to adjust assessment roll.

Adopted as follows:

Yeas—Councilmen Bradley, Callahan, Castator, Dingeman, Ewald, Littlefield, Stevenson and the President—8.

Nays—None.

From the Department of Public Works

November 1, 1927.

To the Honorable, the Common Council:

Gentlemen—In reply to a notice from this office the following proposals were received for paving alleys:

ALLEY No. 3447—The T-alley in block between Springwells, Caspar, Michigan and Panama, 18 ft. wide, with one-course concrete:
Otis Cement Construction Co., \$3,587.14.

Bishop & Weir, Inc., \$3,894.29.

C. L. Lincoln, \$3,716.64.

Otis Cement Construction Company is the lowest bidder; average cost per square yard, including inspection, etc., \$1.87.

ALLEY No. 3448—The N. and S. alley first W. of Trumbull in block between National, Trumbull, Ash and Sycamore, 18 feet wide, with one-course concrete:

Otis Cement Construction Co., \$1,031.24.

Bishop & Weir, Inc., \$1,023.94.

Bishop & Weir, Inc., is the lowest bidder; average cost per square yard, including inspection, etc., \$2.20.

ALLEY No. 3449—The L-alley in block between Lincoln, Brooklyn, Ly-sander and Forest, 15 and 20 ft. wide, with one-course concrete:

Otis Cement Construction Co., \$1,488.93.

Bishop & Weir, Inc., \$1,498.18.

Otis Cement Construction Company is the lowest bidder; average cost per square yard, including inspection, etc., \$2.13.

ALLEY No. 3450—The E. and W. alley first N. of Pilgrim in block between Idaho, Joslyn, Pilgrim and Puritan, 18 ft. wide, with one-course concrete:

Otis Cement Const. Co., \$830.14.

Bishop & Weir, Inc., \$940.89.

Otis Cement Construction Company is the lowest bidder; average cost per square yard, including inspection, etc., \$2.07.

ALLEY No. 3451—The N. and S. alley in block between Inverness, Log Cabin, Grove and Six-Mile Road, 18 ft. wide, with one-course concrete:

Otis Cement Const. Co., \$2,466.96.

Bishop & Weir, Inc., \$2,654.48.

Otis Cement Construction Company is the lowest bidder; average cost per square yard, including inspection, etc., \$1.86.

ALLEY No. 3452—The alley in block between Central, Florida, McGraw and

Wagner, 15.63 with one-course
Otis Cement
Bishop & Weir
C. L. Lincoln
Otis Cement
is the lowest bidder
square yard
etc., \$1.90.

ALLEY No. 3446—The block between
Globe and Pi
wide, with one
Otis Cement
216.85.
Bishop & Weir
C. L. Lincoln
Otis Cement
is the lowest bidder
square yard,
etc., \$1.80.

ALLEY No. 3445—The block between
tor and Modern
with one-course
Otis Cement
Bishop & Weir
Bishop & Weir
bidder; average
including inspec

ALLEY No. 3444—The alley in block bet
Louise and Flo
with one-course
Otis Cement C
Bishop & Weir
Otis Cement C
is the lowest bid
square yard, in
etc., \$1.92.

ALLEY No. 3443—The block between Petoskey
and Richton, 13.8
course concrete:
Otis Cement C
Bishop & Weir,
Otis Cement C
is the lowest bid
square yard, in
etc., \$1.97.

ALLEY No. 3442—The block between Gr
vison and Victor.
one-course concret
Otis Cement Const
Bishop & Weir,
Bishop & Weir,
bidder; average cost
including inspectio

ALLEY No. 3441—The block between Riop
vison and Victor,
one-course concret
Otis Cement Const
Bishop & Weir, I
Bishop & Weir, I
bidder; average cost
including inspe

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