

covering spurtrack across Rivard Street, south of Franklin Street.

Respectfully submitted,  
F. M. McLAURY,  
Deputy Controller.

By Councilman Sweeny:

Resolved, that the bonds, waivers and agreements of the American Charcoal Co. covering spurtrack across Newborn and Klinger Sts. south of Jerome Ave., and of M. Jacob & Sons, covering spurtrack across Rivard St. south of Franklin St., be and the same are hereby approved.

Adopted as follows:

Yeas—Councilmen Comstock, Dorais, Edwards, Garlick, Rogell, Sweeny, Van Antwerp, and the President Pro Tem.—8.

Nays—None.

From the Controller

April 13, 1942.

To the Honorable, the Common Council:

Gentlemen—We submit for your approval the following statement covering extra day, time and a half and double time to be paid this week.

General Road, 4-4-42—straight \$11,051.63, time and half \$1,351.29, total \$12,402.92.

General (Airport), 4-4-42—straight \$69.70, time and half \$2.85, total \$72.55.

Public Bldg., 4-4-42 — straight \$31.40, time and half \$1.35, total \$32.75.

Mctor Trans., 4-4-42 — straight \$197.06, time and half \$37.22, total \$234.28.

Sewer, 4-4-42 — straight \$123.83, time and half \$4.70, total \$128.53.

Incinerators, 4-4-42 — straight \$670.68, time and half \$189.61, total \$860.29.

Park & Rec., 4-4-42, time and half \$4.62, double \$12.80, total \$17.42.

Water Board, 4-1-42 — straight \$183.60, time and half \$126.98, double \$32.40, total \$342.98.

Housing, 4-1-42, time and half \$25.20; 4-8-42, time and half \$16.80, total \$42.00.

Lighting (Atwater) 4-8-42—straight \$65.14, time and half \$12.16; (Mistersky), 4-8-42—straight \$30.84, time and half \$18.83; (Mullett), 4-8-42—straight \$10.32; (Traffic), 4-8-42—double \$2.95, total \$140.24.

Election, 4-8-42 — straight \$12.00, total \$12.00.

Assessors, 4-8-42 — straight \$23.08, total \$23.08.

Controller, 4-8-42—straight \$68.07, time and half \$42.53, total \$110.60.

Very truly yours,

F. M. McLAURY,  
Dep. City Controller.

Received and placed on file.

From the Corporation Counsel

April 6, 1942.

To the Honorable, the Common Council:

Gentlemen—We are returning herewith Petition (711) of Frank J. Martin, et al., requesting a quit claim deed to a nine (9) foot strip of City-owned land extending across lots in the Dover Park Subdivision south of Majestic Avenue between Wetherby and Livernois Avenues, upon which has been constructed a lateral sewer.

We have carefully investigated the matters set forth in this petition and find the same substantially correct, as will more fully appear by the copy of a letter from Mr. George R. Thompson, City Engineer, attached hereto.

The City Engineer believes that this petition should be granted, provided the right of the City to maintain the lateral sewer upon said strip is safeguarded, and provided the right to enter upon and across the rear portion of the lots involved, for the purpose of access to said lateral sewer and making connections thereto shall always be preserved for the use of residents on the south side of the alley adjacent to these lots.

We are submitting herewith, for your adoption, an appropriate resolution to accomplish the desired purpose.

Respectfully submitted,

JULIAN P. RODGERS,

Asst. Corporation Counsel.

Approved:

PAUL E. KRAUSE,

Corporation Counsel.

By Councilman Sweeny:

Resolved, that the City Controller be and he is hereby authorized and directed to execute a quit claim deed to all owners of record of lots in Dover Park Subdivision, lying south of Majestic Avenue between Wetherby and Livernois Avenues, to all that portion of the parcel of land nine (9) feet wide lying within the lot lines of their respective lots, said parcel being more particularly described as follows:

All that certain piece or parcel of land being a part of lots 333 to 376, all inclusive, of Dover Park Subdivision of part of fractional sections 3 and 4, Town 2 South, Range 11 East and part of Private Claim 266, all lying south of Tireman Avenue and west of Livernois Avenue, as recorded in Liber 32, page 23 of Plats, Wayne County Records, to-wit: Beginning at a point in the westerly line of Lot 333, 106.83 feet distant on a course of south 1 degree 04 minutes east from northwest corner of Lot 333, thence north 63 degrees 29 minutes 18 seconds east 747.14 feet to a point in the easterly line of Lot 353, thence south 26 degrees 31 minutes east along the easterly line of lot 353, 9 feet to a point, thence south

63 degrees 29 minutes 18 seconds west 751.43 feet to a point in the westerly line of lot 333, thence north 1 degree 04 minutes west along the westerly line of lot 333. 9.97 feet to the place of beginning.

Also beginning at a point in the westerly line of Lot 354, 97.18 feet distant on a course south 26 degrees 31 minutes east from the northwest corner of Lot 354, thence north 63 degrees 29 minutes 18 seconds east 782 feet to a point in the easterly line of Lot 376, thence south 26 degrees 31 minutes east along the easterly line of Lot 376, 9 feet to a point, thence south 63 degrees 29 minutes 18 seconds west 782 feet to a point in the westerly line of lot 354, thence north 26 degrees 31 minutes west along the westerly line of Lot 354, 9 feet to the place of beginning.

Provided, that said deed shall contain a provision reserving to the grantor a perpetual easement under and upon said described parcel of land for the purpose of maintaining the lateral sewer now located in said parcel.

Provided Further, that said deed shall contain a condition that the grantor shall always have the right to enter upon and excavate across the rear portion of said lots between the lateral sewer and the rear lot lines for the purpose of access to said lateral sewer and making connections therewith for the use of residents on the south side of the public alley adjacent to said lots, and the grantees herein hereby accept this deed upon the express condition that they hereby waive any claim for damages or compensation arising out of the exercise by the grantor of its right to maintain said lateral sewer and connections thereto. It is expressly understood and agreed that upon a breach by any of the grantees of any of the conditions herein contained by obstructing the rights of the grantor contrary to the terms of this condition, the title herein granted shall revert to the grantor in fee simple.

Provided Further, that as a condition precedent to the execution of the deed as herein provided the petitioner shall furnish the Corporation Counsel with an abstract of title or other satisfactory proof certified by a recognized Abstract Company, showing the present owners of record of the lots hereinbefore mentioned; and be it further

Resolved, that the Corporation Counsel be and he is hereby directed to draft the quit claim deed as herein authorized.

Approved:

PAUL E. KRAUSE,

Corporation Counsel.

Description correct:

W. J. WALLACE,

Engineer of Streets.

Adopted as follows:

Yeas—Councilmen Comstock, Dorais,

Edwards, Garlick, Rogell, Sweeny, Van Antwerp, and the President Pro Tem.—8.

Nays—None.

From the Corporation Counsel

April 10, 1942.

To the Honorable, the Common Council:

Gentlemen—As per your request, we are submitting herewith proposed ordinance amending Sections 1 and 6 of an ordinance entitled "An Ordinance to license and regulate the manufacture, selling, offering for sale, repairing, remaking, sterilizing or renovating of mattresses in the City of Detroit, and to provide a penalty for the violation thereof," as amended, as requested by the Retail Merchants Association, Petition 881.

Very truly yours,

JAMES R. WALSH,

Assistant Corporation Counsel.

By Councilman Sweeny:

AN ORDINANCE to amend Sections 1 and 6 of an ordinance entitled "An Ordinance to license and regulate the manufacture, selling, offering for sale, repairing, remaking, sterilizing or renovating of mattresses in the City of Detroit, and to provide a penalty for the violation thereof", as amended.

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

Section 1. That Sections 1 and 2 6 of an ordinance entitled "An 3 Ordinance to license and regulate 4 the manufacture, selling, offering 5 for sale, repairing, remaking, 6 sterilizing or renovating of mat- 7 tresses in the City of Detroit, and 8 to provide a penalty for the viola- 9 tion thereof", as amended, be and 10 the same are hereby amended to 11 read as follows:

Section 1. Definitions as used in 2 this ordinance are as follows:

3 (a) The word "mattress" means: 4 Any mattress, pad, upholstered 5 spring, studio couch, comforter, 6 pad cushion, or pillow designed for 7 purposes of sleeping or reclining.

8 (b) The term "new material" 9 means: Any material which has 10 not been used in the manufacture 11 of another fabric or article or used 12 for any other purpose.

13 (c) The term "second-hand ma- 14 terial" means: (1) Any material 15 which has been used in the manu- 16 facture of another article or used 17 for any other purpose; (2) Any 18 material made into thread, yarn, 19 fabric, matting, padding, or scraps 20 of the same, and subsequently 21 torn, shredded, picked apart, or 22 otherwise disintegrated.

23 (d) The term "reclaimed plum- 24 age" means: Second-hand feathers 25 renovated for re-use.

(e) The words "sell" or "sold"