That weak, no-account feeling is dispelled by the use of South American Nervine. Faris Bros. only Agents for Monroe County.

Republican Progress

IN ADVANCE, $1.50 a Year

WILLIAM A. SALB, Editor and Publisher.

Republican County Ticket.

Clerk, - - - - - - - Enoch Fuller
Sheriff, - - - - - - Thomas J. Parr
Recorder, - - - - James W. Jackson
Treasurer, - - - - Ed. L. Anderson
Coroner, - - - Dr. Jas. D. Maxwell, Jr
Surveyor, - - - - - - C. F. Smith
Commissioners, - - { Wm. Peterson / Jos. S. Dissmore
For Judge—10th Judicial Circuit, HENRY C. DUNCAN.
For Prosecutor—Simpson Lowe.

Official Republican Paper of City, County, Township, State and United States.

—A great amount of unnecessary "gush" is indulged in over the recent execution of the murderer Kemler by the aid of electricity. It was the first attempt at a legal execution, and if it was not just as prompt as some persons think it ought to have been it was not near so blundering as many of the hangings that have been going on during the past century. Electricity kills quickly when an individual by mistake clutches a live wire, and it is reasonable to suppose that Kemler did not argue the matter long after the current struck him. If, however, Mr. Kemler is dissatisfied with the result the columns of the Progress are open to him.

—Mrs. M. L. Andrews, a lady of excellent literary ability, a daughter of the late Dr. Newland of Bedford, Ind., and leading member of the State Author's Association, has written the following letter to Judge H. C. Duncan of this city in relation to Mr. East's new novel:

Theophilus Wallop.

"Learned jurists, too, may wear the green
Of laurel leaves or shining holly,
And with the muses may be seen,
Discreetly gay or wisely jolly."

"Theophilus Wallop" is a romance from a new and graceful pen. The story moves naturally from inception to denouement, and is more realistic and is quite as artistic as any of Edward Eggleston's Hoosier stories. The scene is laid in Southern Indiana, and possibly within the borders of Monroe county, and it is even probable that many of the readers of the book will recognize some, or all of the characters; at any rate it is a faithful delineation of everyday life in that section of Hoosierdom, and can not fail to be interesting to Hoosiers of the central southern part of Indiana. The author, Hon. John R. East, has done himself credit in the story, and it is to be hoped that he will continue to be a hero of the pen. Bloomington is to be congratulated for more things than the fact that she is the seat of one of the finest universities in the United States, and among them is the pleasure of having Hon. John R. East for a citizen.

M. L. A.

—The F. M. B. A. celebration, or rally, on last Wednesday, was an imposing and largely attended affair. Men came to town that day who seldom leave their farms, and as a result the preparations to feed and entertain them were inadequate. The bakers were out of bread before the day had advanced very far, and the restaurants were taxed to their full capacity to meet the demands of hungry customers. A procession was formed at about 10 a. m., which passed north on Walnut street and south on College Avenue. The parade was quite long, one feature being some seventy horsemen bringing up the rear. Each Lodge was headed by its banner, with name and number. Several thousand people were in town, and the court house yard was comfortably filled. A brass band, glee clubs, etc., were parts of the display. At the grand stand in the court house park Hugh Martin called the meeting to order, and Calvin R. Perdue offered a prayer. Mr. Perdue then made the first speech, and occupied the time till 12 o'clock. In the afternoon a number of speeches were made, songs were sung, and the bands played. H. H. Haff of Illinois and W. T. Stillwell of this State were the principal speakers, and both went into an exhaustive discussion of F. M. B. A. theories. Mr. Haff was in favor of the farmers taking the building of railroads in their own hands (wish they'd build one in Monroe county), and insisted that tickets should be put in the field everywhere. The demonstration was a big one and shows thorough organization.

—The supreme court decides that a supervisor who takes up and impounds cattle cannot recover for feeding and caring for them where they escape from the owner's enclosure and be at once makes diligent search for them. Such cattle cannot be considered running at large within the meaning of the statute.

—Did you ever stop to think of the immense amount of pension money which comes into this county every quarter? Did you ever stop to think that it was the work of Republicans? That it was Republican policy? And that this has been brought about by Republican votes in Congress almost constantly opposed by Democrats?

—Martinsville Rep.: Elbert E. Sadler to-day made an assignment for the benefit of his creditors. Liabilities and assets unknown. Fred. Harrison has been appointed assignee of Mr. Sadler's assets and will proceed to close up the estate.

THE CLEAN GROCERS.

Full Weights!

Fair Treatment!

At Flood & Wetzell's Grocery Store,

NEXT TO MAY'S FEED YARD,

Opposite Seward's Foundry.

Goods of No. 1 Grade. Prices Low as Any. A Quick Delivery of Goods. Clean New Room, and Fresh, New Stock.

WE ASK YOU TO COME AND SEE US.

FLOOD & WETZELL.

—W. L. Breyfogle, president of the Louisville, New Albany and Chicago road, spent Wednesday a week in Lafayette, and was interviewed by a reporter on several matters. Regarding the recent accidents he said: "The accidents seem to have been due to the carelessness of our employes, and were of such a nature as not to be foreseen or prevented. The last one was caused by the carelessness of a conductor who was asleep at his post. No; it was not caused because he was overworked. He had just returned from an eight hour's lay off. None of our employes are overworked; that is, they are not worked over time. The new management are doing everything in their power to improve the road bed and equipment."

—Jas. Tilford, mail clerk, who was crushed and mangled in the Salt Creek wreck, died on Tuesday of last week. Conductor McDonald did not appear as a witness at the inquest, though he was expected to do so.

—Martinsville Reporter: Elmer E. Whitted and wife, after a week's visit among relatives in this city, went to Greencastle this morning, and after a few day's stay in that city will proceed to Denver, Col. Elmer has resigned his position as professor in Los Angeles, Cal., college, and has been admitted to the bar in Denver, where he will hereafter reside.

—Gosport Enterprise: Wednesday was a big day for Bloomington, and the F. M. B. A. The parade was a grand one, the procession being near two miles long and was nearly an hour marching around the public square. Able speakers addressed the thousands that were present, and Hoadley Bros. Artist Band, of this place, furnished music, and are high in their praise of the kindness and hospitality shown by the citizens of Bloomington.

—Mrs. John Fulford, the wife of a prominient and well-to-do farmer, living in the edge of this county, gave birth a few days ago to a child which is devoid of a tongue. The little stranger is hearty and gives promise of a long life. The parents are greatly worried over the deformity of their offspring.

CHEATS MEN'S VICTIMS.—Wallace's circus left many mourning victims of the little shell game. Three old farmers thought they saw where the ball was and paid from $100 to $50 apiece to tell where it was not. Robbery of all kinds was boldly carried on. Many people were robbed who refuse to make the amount of their losses known.—Carthage (Ills.) Journal.

—Quite a popular diversion for young people these summer evenings is to visit the Vandalia station at 8 p. m. and watch the electric head light of the fast mail train as it comes in from the east. It can be seen for five miles. The best place of observation is a point just east of the old freight depot—some distance from the station.—Greencastle Banner.

—Outside of a few counties in Michigan, Wisconsin and Minnesota where local rains have fallen, drought is universal in the States of Illinois, Indiana, Ohio, Missouri, Kansas, Michigan, Wisconsin, Minnesota, Dakota, Iowa, and Nebraska. As a natural consequence the corn crop is suffering. Unless rain comes soon and in an abundant supply, the crop will be a comparative failure. Spring wheat, also, is experiencing the blighting effects of drought. The average condition of that crop at present in Iowa, Nebraska, Wisconsin, Minnesota and Dakota is about 25 per cent.

—The Ohio & Mississippi R'y will sell round trip excursion tickets from Mitchell, Ind., at the low rate of $2.25 to Cincinnati and return. Tickets good only on special train leaving Mitchell at 8:05 a. m. August 21st, good, returning on special train August 21st, which leaves Cincinnati at 11 p. m., or on regular trains August 22d and 23d. For further information call on Local Agents O. & M. R'y, or address C. G. JONES, Dist. Passenger Agt., Vincennes, Ind.

Respect Your Mother.

Despite not your mother when she is old. Age may wear and waste a mother's beauty, strength, senses and estate, but her relation as a mother is as the sun when it goes forth in its might, for it is always in the meridian and knoweth no evening. The person may be gray-haired and wrinkled, but motherly devotion is always in its bloom. It may be autumn, aye, winter, but with the mother it is always spring. Alas! how little do we appreciate a mother's tenderness while living. How heedless are we in youth of all her anxiety and kindness. But when she is dead and gone—when the cares and coldness of this world comes withering to our heart—then it is when we think with bitter tears and unavailing regret of the mother we have lost.

CAUSE NO. 12-42.

Joseph S. Payne, Administrator with the will annexed, of the estate of William M. Tate, deceased, vs. Hattie Tate, Sarah M. Houston, William J. R. McClarkin and Julia Tate Browning.

In the Circuit Court of Monroe County, Indiana., September Term, 1890.

To Hattie Tate, Sarah M. Houston, William J. R. McClarkin and Julia Tate Browning.

You are severally hereby notified that the above named petitioner as Administrator of the estate aforesaid, has filed in the Circuit Court of Monroe county, Indiana, a petition, making you defendants thereto, and praying therein for order and decree of said court, authorizing the sale of certain real estate belonging to the estate of said decedent, and in said petition described, to make assets for the payment of the debts and liabilities of said estate; and that said petition, so filed and pending, is set for hearing in said Circuit Court, at the court house in Bloomington, Indiana, on the second judicial day of the September Term, 1890, of said court, the same being the 22 day of September, 1890.

Witness, the Clerk and seal of said court, this 11th day of August, 1890.

[SEAL] ENOCH FULLER, Clerk.

Aug. 13, 1890.

RESOLUTION for the improvement of Third Street.

Whereas, it has become necessary for the proper improvement of the City of Bloomington, Indiana, and the use of Third street in said city, that the said street be improved by laying a brick sidewalk on both sides of said street from Henderson street to College Avenue,

Be it therefore resolved by the Mayor and Common Council of said City of Bloomington, Indiana, two-thirds of the members thereof concurring therein, that it is necessary for the improvement of said city, and the use of said street, that the same be improved by laying a brick sidewalk, six feet wide, on both sides of said street from Henderson street to College Avenue, according to plans and specifications now on file thereto at the office of the Clerk of said city.

That objections thereto will be heard at the Mayor's office in said city on the 8th day of September, 1890, at 8 o'clock p. m., when and where the property owners along the line of said proposed improvement, can make objections to the necessity for the construction thereof.

I, Robert C. Greeves, Clerk of the City of Bloomington, Indiana, certify the foregoing resolution was adopted by the Common Council of said city at their regular meeting held August 5th, 1890.

ROBERT C. GREEVES,
Aug. 13, '90-3t. City Clerk.

NOTICE TO CONTRACTORS.

Bids will be received by the Common Council of the City of Bloomington, Indiana, in the Council Chamber, in said city at their regular meeting, to be held

TUESDAY, SEPTEMBER 2ND, 1890,

for finishing McAdamizing on West Sixth Street.

Specifications for said improvement are now on file, and can be seen at the City Clerk's office.

The Common Council reserve the right to reject any or all bids.

Contractors will observe the following resolution adopted by the Common Council:

Resolved, That hereafter no bids will be received, and acted upon by the Common Council, unless the names of the sureties who are to sign the bond of the applicant, in case he is awarded the contract, are given in the bid.

ROBERT C. GREEVES,
Aug. 13, '90.-3t City Clerk.

Notice of Application for License.

The State of Indiana, County of Monroe: The undersigned, a male person over twenty-one years of age, and an inhabitant of the city of Bloomington, in the county of Monroe, and the State of Indiana, hereby gives notice to the citizens of the said city of Bloomington, and of the First Ward of said city, and in Bloomington township, in the said county of Monroe and State of Indiana, that he will at September term of the Board of Commissioners of the county of Monroe, in the State of Indiana, in the year 1890, apply to the said Board for a license to sell intoxicating liquors, to-wit: spirituous, vinous and malt liquors, in a less quantity than a quart at a time, for the period of one year with the privilege of allowing the same to be drank upon the premises. The said premises upon which he desires to sell said spirituous, vinous and malt liquors, being situated in the said First Ward of the said city of Bloomington, in Bloomington township, in Monroe county, Indiana, and more particularly described as follows, to-wit:

A part of in-lot number one hundred and fifty-seven [157], in the city of Bloomington, Monroe county, Indiana, bounded and described as follows, to-wit: beginning at the southeast corner of said lot, running thence north on the east line thereof one hundred and thirty-two [132] feet, thence west on the north line of said lot nineteen [19] feet, thence south on a line parallel with the east line of said lot of one hundred and thirty-two [132] feet, thence east on the south line of said lot ninetean [19] feet, to the place of beginning.

Aug. 6, '90. JAMES KELLEY.

Notice of Application for License.

The undersigned, a male citizen over the age of twenty-one years, and an inhabitant of the city of Bloomington and county of Monroe, in the State of Indiana, hereby gives notice to the citizens of Bloomington and of the First Ward of said city and of Bloomington township, in said county of Monroe and State of Indiana, that he will at the September term, 1890, of the Board of Commissioners of the county of Monroe, State of Indiana, apply to said Board for a license to sell intoxicating liquors, to-wit: spirituous, vinous and malt liquors in less quantities than a quart at a time, for a period of one year, with the privilege of allowing the same to be drank on the premises upon which he desires to sell said spirituous vinous and malt liquors, and the premises being situated in the First Ward of said city of Bloomington, township of Bloomington, county of Monroe, and State of Indiana, and described as follows, to-wit:

Part of in-lot one hundred and fifty-nine [159] in the city of Bloomington, Monroe county, Indiana, bounded as follows: beginning at the southwest corner of said in-lot, thence east twenty [20] feet, thence north thirty-five [35] feet, thence west twenty [20] feet, thence south to the place of beginning thirty-five [35] feet.

EDWARD M. JOHNS.

Aug. 6, '90.

RECEIVER'S SALE.

Notice is hereby given, that the undersigned, as Receiver, appointed by the Monroe Circuit Court, in the cause of the First National Bank of Bloomington, Indiana, against George W. Bollenbacher, et al, to sell the partnership property of the firm of Bollenbacher & Sons, will by virtue of an order of the said Monroe Circuit Court, offer for sale and sell at auction at the Court House door, in the City of Bloomington, County of Monroe, and State of Indiana, on

SATURDAY, AUGUST 30TH, 1890,

the following described real estate, situate in the County of Monroe and State of Indiana, to-wit:

The south half of the southwest quarter of section eight [8], town eight [8] range one [1] east.

TERMS OF SALE.—One-third cash. The residue in equal payments at six and twelve months, with notes at interest, waiving relief from valuation or appraisement laws, and secured by good personal security.

Said sale will begin on said 30th day of August, at 1 o'clock p. m.

CHARLES H. MCPHEETERS,
Aug. 6, 1890. Receiver.

Buskirk & Buskirk and Louden & Rogers, Attorneys.

Notice to Voters.

Notice is hereby given, that the Board of County Commissioners of Monroe county, Indiana, at their regular June term, 1890, divided Monroe county into election precincts as follows, to-wit:

BEAN BLOSSOM TOWNSHIP.

Precinct No. One:

Beginning at a point in the south boundary line of said township, where the line dividing sections thirty-three (33) and thirty-four (34) in said township, intersects said south boundary line; thence running north until said line dividing sections thirty-three (33) and thirty-four (34) intersects Bean Blossom creek. Thence running in a northwesterly direction with the meanderings of said creek to a point where said creek intersects White River boundary line of said township. All that part of said township lying west and south of said line shall be in and known as precinct No. 1.

The voting place of said precinct shall be at Stinesville.

Precinct No. Two:

All that part of said township lying east and north of said line shall be in and known as precinct No. 2; and the voting place shall be at Mt. Tabor, with James W. Davis as inspector.

WASHINGTON TOWNSHIP.

Precinct No. One:

Commencing at a point in the southern boundary line of said township, where the Bloomington, Wayport and Martinsville roads intersects said southern boundary line; thence running with the meanderings of said road in a northeasterly direction until said road strikes the line dividing sections twenty-eight (28) and twenty-seven (27); thence in a northern direction with the meanderings of said road until said road leaves the line running north between sections twenty eight (28) and twenty-seven (27) and twenty-one [21] and twenty-two [22], and sixteen [16] and fifteen [15] and nine [9] and ten [10]. Thence running in a northeastern direction with the meanderings of said road until it intersects the northern boundary line of said Washington township.

All that part of said township lying east of said line shall be in and known as precinct No. 1, and the voting place of said precinct No. 1 shall be at Polley's school house.

Precinct No. Two:

All that part of said township lying west of said dividing line shall be in and known as precinct No. 2, and the voting place of said precinct No. 2 shall be at a place hereafter to be selected, with Wm. H. Mattingly inspector for precinct No. 2.

BLOOMINGTON TOWNSHIP.

Precinct No. One:

That part of the city of Bloomington within said township described as follows, to-wit:

Beginning at a point where the alley running north and south, which if continued, would run through the court house, intersects a line drawn from the east gate of the court house yard, to the west gate thereof; thence south along said line and the center of said alley to the township line; thence east along said township line to the corporate limits of the said city. Thence north on said line to the center of Sixth street in said city; thence west along the center of said Sixth street to the center of Walnut street; thence south along Walnut street to the east gate of the court house yard, thence west to the point of beginning, to be known as precinct No. 1. With voting place at County Treasurer's office, and with Joseph H. Kirby as inspector.

Precinct No. Two:

That part of the city of Bloomington within said township described as follows, to-wit:

Beginning at that point where the alley running north and south, which if continued, would run through the court house, intersects a line drawn from the east gate of the court house yard to the west gate thereof; thence south along said line and the center of said alley to the township line; thence west along said line to the corporation line of the city of Bloomington; thence north on said line to the center of Sixth street, in said city; thence east along the center of Sixth street to the center of College Avenue. Thence south along said College Avenue to the west gate of the court house yard; thence east to the place of beginning.

To be known as precinct No. 2, with voting place at the County Clerk's office, and with H. J. Brannock as inspector.

Precinct No. Three:

That part of the city of Bloomington within said township described as follows, to-wit:

Beginning at that point of intersection of the center of Sixth and Walnut streets, in said city, running thence east to the corporation line; thence north along said line to the corporation line on the north; thence west to the center of Walnut street; thence south to the place of beginning, to be known as precinct No. 3, with voting place at Seward's tin shop, corner of Walnut and Seventh streets.

Precinct No Four:

All that part of the city of Bloomington within said township described as follows, to-wit:

Beginning at the intersection of the center of Sixth street and College Avenue within said city; thence west to the corporation line thence north to the corporation line on the north side of said city of Bloomington; thence east to the point where said corporation line intersects a line drawn due north along and from the center of College Avenue, thence south along said line and center of said street to that place of beginning.

To be known as precinct No. 4, with voting place in the basement of the Progress Block, on Corner of Sixth street and College Avenue, and with George D. Thornton as inspector.

Precinct No. Five:

That part of the city of Bloomington lying north of a line drawn from the east gate of the court house yard to the west gate thereof, and lying between College Avenue and a line drawn therefrom north to the intersection of the corporation line on the north side of the city of Bloomington and Walnut street in said city, and all that part of Bloomington township not within the corporate limits of the city of Bloomington. To be known as precinct No. 5, with voting place at the County Library rooms, and with Jeff. Ward as inspector.

RICHLAND TOWNSHIP.

Precinct No. One:

Commencing on the southern boundary line of said township at a point where the line between sections thirty-three [33] and thirty-four [34] therein intersects said southern boundary line, thence north to a point in the northwest quarter of section ten [10] therein to the center of Association street in Ellettsville; thence southeast along the center of said Association street to the center of Main Cross street in Ellettsville; thence northeast with the center of said Main Cross street to the intersection of the Louisville, New Albany and Chicago railway; thence north with the line running through the center of sections ten [10] and three [3] therein, to the north boundary line of said township.

All that part of said township lying east of said line shall be in and known as precinct No. 1, with voting place at the Grand Army Hall in Ellettsville, Indiana, and with Wm. O. Draper as inspector.

Precinct No. Two:

All that part of said township lying west of said line shall be in and known as precinct No. 2, with voting place at the Center School House, in Ellettsville, Ind.

VAN BUREN TOWNSHIP.

Precinct No. One:

All that part of Van Buren township on the north side of the section line passing through the center of said township east and west and containing sections one [1] to eighteen [18] inclusive, shall be in and known as precinct No. 1, with voting place at Kirby's school house and with William M. A. Kirby inspector.

Precinct No. Two:

All that part of Van Buren township on the south side of the section line passing through the center of said township east and west and containing sections nineteen [19] to thirty-six [36] inclusive, shall be in and known as precinct No. 2, with voting place at Harmony.

PERRY TOWNSHIP.

Precinct No One:

Beginning at a point in the southern boundary line of said township, where the Salem road intersects said southern boundary line; thence running in a northern direction with the meanderings of said road through said township, to a point where the Salem road intersects the corporation line; thence north on Walnut street to where Walnut street is intersected by First street of the city of Bloomington; thence west on said First street to a point directly south of the center of College Avenue, thence north through College Campus to a point where Second street intersects College Avenue; thence east to a point where said Second street intersects Walnut street; thence North to a point where Walnut street intersects the northern boundary line of said Perry township.

All that part of said township which lies west of said line shall be in and known as precinct No. 1, with voting place in the west room of the old college building.

Precinct No. Two:

All that part of Perry township lying east of said line shall be in and known as precinct No. 2, with voting place in the east room of the old college building, with Wm. Hepley as inspector.

CLEAR CREEK TOWNSHIP.

Precinct No. One:

Commencing at a point on the southern boundary line of section thirty-four [34] in said township, where the line running north and south through the center of said section intersects said southern boundary line; running thence north to the southern boundary line of section fifteen [15] in said township; thence west to the northeast corner of section twenty-one [21] therein; thence north to the northeast corner of section sixteen [16] therein; thence west to the western boundary line of said township.

All that part of said township which lies south and west of the above described line shall be in and known as Harrodsburg precinct, with voting place at Harrodsburg, Indiana.

Precinct No. Two:

All that part of said township lying north and east of said dividing line shall be in and known as Smithville precinct, with voting place in Smithville, Indiana, and with J. T. Mitchell as inspector.

INDIAN CREEK TOWNSHIP.

Precinct No. One:

All of the territory included in Indian Creek township, Monroe county, Indiana, shall be in and known as precinct No. 1, with voting place at the Center School House.

POLK TOWNSHIP.

Precinct No. One:

All the territory included in Polk township shall be in and known as precinct No. 1, of said township and the voting place of said precinct shall be at the Blackwell School House.

SALT CREEK TOWNSHIP.

Precinct No One:

All of the territory included in Salt Creek township, shall be in and known as precinct No 1, of said township, and the voting place of said precinct shall be at the Knight School House.

BENTON TOWNSHIP.

Precinct No. One:

All of the territory included in Benton township, shall be in and known as precinct No 1 of said township, and the voting place of said precinct shall be at Unionville.

MARION TOWNSHIP.

Precinct No. One:

All of the territory included in Marion township, shall be in and known as precinct No. 1 in said township, and the voting place for said precinct shall be at the Stepp School House.

STATE OF INDIANA, MONROE COUNTY. } ss.

I, Wm. T. Blair, Auditor in and for said county, hereby certify the above to be a true and complete transcript of the action of the Commissioners of Monroe county, Indiana, at their June term, 1890, with reference to the establishing of voting precincts for said county, as required by the Acts of 1889.

Respectfully Submitted,
WM. T. BLAIR.
July 23, 1890. Aud. Monroe Co.

WATER WORKS ORDINANCE.

AN ORDINANCE,

providing for the supply of water to the city of Bloomington, Indiana, and its inhabitants, authorizing Jesse W. Starr or his assigns to construct, maintain and operate water works, securing protection to said works, contracting with said Jesse W. Starr or his assigns for a supply of water for public use, and giving said city an option to purchase said works.

Be it ordained by the City Council of the City of Bloomington, Indiana.

SEC. 1. A franchise is hereby granted to Jesse W. Starr or his successors and assigns for thirty (30) years from the passage of this ordinance to construct, maintain and operate within and near the City of Bloomington, Indiana, a water-works for supplying the said city and inhabitants thereof with pure and wholesome water for public and private uses, and to use the streets, alleys, sidewalks, public grounds, streams and bridges of the said City of Bloomington, Indiana, within its present and future corporate limits, for placing, taking up and repairing mains, hydrants and other structures and devices for the service of water that is necessary therefor.

SEC. 2. The water supplied by said works shall be good, clear water, of sufficient quantity and suitable for domestic, fire and manufacturing purposes, and the source of supply shall not be contaminated by the sewerage of said city or otherwise.

SEC. 3. The said water-works shall be complete and perfect in all its details, and the machinery shall consist of two separate and distinct compound duplex pumping engines, with suitable boilers constructed of the best quality of wrought iron and other necessary appurtenances to give a capacity to pump two millions (2,000,000) gallons in twenty-four hours against a pressure equivalent to one hundred and thirty (130) feet head at a piston speed not greater than one hundred (100) feet per minute, the pumping engines to be arranged so that they may be worked together or singly as required, and shall be so connected to the pipe system that the pressure may be changed from stand pipe to direct pumping pressure within at least ten (10) minutes. A stand pipe shall be erected on accessible high ground, top of said stand pipe to be not less than one hundred and forty (140) feet above the City Datum, and said stand pipe shall be constructed of iron of sufficient strength and thickness to give a tensile strength of not less than fifty thousand pounds per square inch, having a holding capacity of one hundred and fifty thousand (150,000) gallons and be of handsome and appropriate design.

SEC. 4. The pump house shall be built of stone or brick with stone foundation and with tin or iron roof, it shall be of handsome architectural design, of ample size and conveniently arranged for the holding and operating of the necessary pumps, boilers and machinery. All of the machinery shall be increased from time to time as the growth of the city may require.

SEC. 5. There shall be of not less than five (5) miles of the best quality of cast iron pipes for distributing water throughout the city, ranging in size from four (4) inch to 12 inch in diameter, as shown on the map of the pipe system submitted herewith, which shall be laid and properly embedded in the ground in trenches with not less than five and one half feet cover; the pipes to be used shall be tested at their place of manufacture to withstand a hydrostatic pressure of three hundred pounds to the square inch, and shall be of ample size to carry out the provisions of this agreement, and of affording the city, when pipes are laid, first-class fire protection. The fire hydrants rented by said city hereinafter stated, shall be what is known as the frost proof, each having two-and-one-half inch hose nozzles, and of standard thread. There shall be placed upon the pipe system a sufficient number of gates or valves of the most approved manufacture, so as to permit of shutting off the water from portions of the said system, without interfering with the general supply. There shall be a test of the capacity of said water-works on their completion, when said Jesse W. Starr or his assigns shall cause to be thrown at one time at least five (5) simultaneous streams, each through 250 feet of two and-one-half inch fire hose, and a one-and-one-quarter inch nozzle, from any five (5) hydrants, to the height of not less than one hundred (100) feet.

SEC 6. The said Jesse W. Starr or his assigns shall construct and maintain in good working order an electric fire alarm bell in the pump house, which may be connected by said city with the City Hall and Police Station or any building designated by City Council, and with any fire alarm system which may be in use in said city.

SEC. 7. The said Jesse W. Starr or his assigns shall commence the construction of said works within ninety (90) days from the passage and approval of this ordinance, and shall have them in successful operation with not less than five and one half miles of mains within twelve (12) months from such commencement, providing, however, than any delay caused by strikes, unavoidable accidents, injunction or order of court, or by malicious interference, or delay caused by parties furnishing pipe or material, shall work an extension of time for the loss of time so occasioned.

SEC. 8. There shall be no unreasonable obstruction of the streets, alleys, sidewalks, public grounds, streams and bridges of said city, by the said Jesse W. Starr or his assigns, in constructing the works, or in placing, taking up or repairing any mains, hydrants, or other structures or devices for the service of water, and the said Jesse W. Starr, or assigns, after using said streets, alleys, sidewalks, public grounds, streams and bridges, shall restore them within a reasonable time as nearly as practicable to their former condition, and shall hold said city harmless from any and all damages arising from negligence or mismanagement of the said Jesse W. Starr or his assigns or his employees, in placing, taking up or repairing such mains, hydrants, structures or devices, in making street excavations. The said Jesse W. Starr or his assigns, shall erect barricades and danger signals at the ends of such excavations and at all street crossings. If the said Jesse W. Starr or his assigns shall decide to lay a main in the street, the grade of which has not yet been established, it shall be the duty of said city to establish said grade forthwith.

SEC 9. Any person or persons engaged in removing any pavement or in making any excavation within the said city, pursuant to the provisions of this ordinance, who shall fail to properly guard and protect same, and to replace such pavement as soon as said work is finished, shall on conviction thereof be liable to a fine of not less than ten ($10) dollars or more than twenty ($20) for each and every offence.

SEC. 10. The said Jesse W. Starr or his assigns shall not charge during the existence of the franchise granted by this ordinance, exceeding the following maximum annual rates; but they shall have the right at their will at any time to insert a water meter into the service pipes of any customer, and to supply him at meter rates.

No. 1.—DWELLING HOUSES.

Occupied by one family, supplied by one faucet,	$10 00
Each additional faucet, not hereinafter specially rated,	2 00
When a house is occupied by more than one family, and all supplied by one faucet, for each family,	7 00
Each family having separate fixtures in a house occupied by more than one family, will be charged the same as if living in a separate house.	
One bath tub,	6 00
When used by more than one family, for each family,	4 00
Each additional bath tub	2 00
One water closet of approved kind,	6 00
When used by more than one family, for each family,	4 00
Each additional water closet,	2 00
When both bath tub and water closet are used, for both,	10 00
One self-closing urinal [no other allowed],	2 50
One set tub,	2 00
Each additional set tub,	1 00
Where a hot water faucet is used at the same vessel with a cold water faucet, but one faucet shall be charged for, and the same applies to boarding houses,	
Provided, that in no case shall the charges for the use of water by a private family, exclusive of hose and stable, exceed	25 00

No. 2.—BOARDING HOUSES.

Supplied by one faucet,	$12 00
Each additional faucet,	3 00
One bath tub,	10 00
Each additional bath tub,	3 00
One water closet of approved kind,	10 00
Each additional water closet,	3 00
Each self-closing urinal,	3 00

No. 3.—HOTELS—Special Rates.

Lodging houses, in addition to the rates for boarding houses, for each bed for boarders and lodgers, 1 00

No. 4—PUBLIC LAUNDRIES AND BATHS.

For each laundry tub,	10 00
For each bath tub,	12 00
For each water closet,	10 00
For each self-closing urinal,	4 00

No. 5.—STORES, OFFICES, AND WAREHOUSES.

First faucet,	10 00
Where two tenants are supplied by same faucet, each,	6 00
Where more than two tenants are supplied by same faucet, each,	5 00
Water closets used by one tenant only,	6 00
Water closet used by more than one tenant, each,	4 00
For each additional faucet or water closet, half the above rates will be charged.	
Self-closing urinal, each tenant,	2 00

No. 6.—SHOPS, SALOONS, RESTAURANTS, MARKETS, ETC.

Apothecary shops, one faucet,	15 00
Each additional faucet	3 00
Water closet and urinals same as for dwelling houses.	
Barber shops, one faucet and one chair,	10 00
Each additional faucet,	2 00
Each additional chair,	2 00
Dining saloons and restaurants, in addition to rates charged for boarding houses for each seat for customers,	1 00
Liquor or drinking saloons, one faucet	12 00
Each additional faucet,	3 00
Water closets and urinals same as for boarding houses.	
For purposes not included above, and requiring not more than an ordinary supply of water,	10 00 to 25 00

No. 7.—HOSE.

No hose allowed, unless at least ten dollars is paid for water for other purposes.

For hose having a nozzle of not over one-fourth inch orifice, used for washing windows, watering gardens and lawns, and sprinkling streets, the use being limited in all cases to three hours per day, for each hose,	12 00
This charge to be made whether the hose is used for the whole or a part of the year	
In no case will the use of hose be allowed after 9 p. m., nor before 4 a. m.	

No 8.—ORNAMENTAL FOUNTAINS.

TO BE USED NOT MORE THAN FOUR HOURS PER DAY:

For jet one-sixteenth inch diameter,	5 00
For jet more than one sixteenth and not over one-eighth inch in diameter,	12 00

TO BE ALLOWED TO BE USED MORE THAN FOUR AND NOT MORE THAN EIGHT HOURS PER DAY:

For jet one-sixteenth inch diameter,	9 00
For jet more than one-sixteenth and not over one-eighth inch diameter,	20 00

All rules applying to the use of hose apply also to fountains.

No. 9.—STABLES.

PRIVATE STABLES:—	
For each horse,	4 00
Each additional horse,	2 00
Neat cattle, each head,	2 00
LIVERY, CLUB AND BOARDING STABLES:—	
For each horse,	3 00

These charges include water for washing carriages with hose.

Parties using water for stables will be charged stable rates whether carried by hand or through pipe.

No. 10.—STEAM POWER.

For each steam boiler, working not over twelve hours per day, for first horse power,	8 00
For each additional horse power,	4 00

No. 11.—BUILDING PURPOSES.

For each cask of lime or cement used	06

No. 12.—METERED WATER.

FOR QUANTITIES AVERAGING:

Less than 200 gallons per day, per 1000 gallons,	40
200 to 500 gallons per day, per 1000 gallons,	35
500 to 1000 gallons per day, per 1000 gallons,	30
1000 to 5000 gallons per day, per 1000 gallons,	25
More than 5000 gallons per day, per 1000 gallons,	20

Meters will be allowed only at the discretion of the company, and in no case where a meter is used shall the annual charges be less than the following:

For three-quarter inch meters, or less,	25 00
For one inch meters,	40 00
For one-and-one-half inch meters,	60 00
For two inch meters,	100 00

For all uses not herein specified the rates shall be fixed by the company.

SEC. 11. The city of Bloomington, Indiana, reserves the right to acquire by purchase and become sole owner of said water-works, including all machinery, mains, pipes, buildings, and all other property thereto pertaining, free and clear of any and all liens of whatsoever kind, character or description, placed thereon by said Jesse W. Starr or his assigns, at any time after the expiration of five (5) years from the passage and approval of this ordinance, provided the city gives six (6) months notice of its desire to purchase, and assumes and pays all the outstanding obligations up to the amount of the approised value of said works [said notice to be given to Jesse W. Starr or his assigns]. The value of said property to be ascertained by appraisement as follows:—The said city shall select some one competent hydraulic engineer, and the said Jesse W. Starr or his assigns shall select another competent hydraulic engineer, and the two shall select a third, or in case they cannot agree, such third person shall be appointed by the Judge of the Circuit Court of the State of Indiana, County of Monroe, and the three said men so selected shall appraise the value of the said property, which appraisement shall be binding upon both parties as to the value thereof, and the said city shall have the right to purchase and become the absolute owner of said works, at such appraisement value, subject to the foregoing conditions, and upon payment thereof shall take immediate possession.

SEC. 12. In consideration of the benefit which will be derived by said city and its inhabitants, from the construction and operation of said water-works, and in further consideration of the water supply hereby secured for public uses, and as the inducement to the said Jesse W. Starr or his assigns, to accept the provisions of this ordinance and contract, and to enter upon the construction of said water-works, the franchise hereby granted to and vested in said Jesse W. Starr or his assigns, shall remain in force and effect for thirty (30) years from the passage of this ordinance, unless extinguished as herein provided. And for the same consideration and as the same inducement, the said city of Bloomington, Indiana, hereby rents of the said Jesse W. Starr or his assigns, for the uses hereinafter stated sixty (60) hydrants of the character hereinafter described for and during the term of thirty (30) years from the passage and approval of this ordinance, and agree to locate them promptly along the line of the mains within the city limits under the direction of the City Council as soon as the said Jesse W. Starr or his assigns, shall have located the line of said mains under the direction of the City Engineer, and said city of Bloomington, Indiana, further agrees to use all fire hydrants carefully, and to pay the said Jesse W. Starr or his assigns, for any injury which may happen to any of them when used by any officer, servant, or member of the fire department of said city or of any fire company, and agrees to pay rent for sixty (60) hydrants to the said Jesse W. Starr or his assigns, at the rate of forty-five ($45) dollars for each hydrant per year during the term of said franchise, and for any additional hydrants at the rate of thirty-five ($35) dollars per year per each hydrant, all of which said sums shall be paid to the said Jesse W. Starr or his assigns, beginning from the dates when each hydrant shall be in successful operation, and accepted by the City Council, in semi-annual installments on the first (1st) day of January and July each year, and terminating upon the expiration of thirty (30) years and shall continue during the full term specified in this ordinance, unless said city shall sooner become the owner of said water-works as hereinbefore provided. In the event that the said Jesse W. Starr or his assigns, shall issue mortgage bonds secured by mortgage or deed of trust, upon said water-works, their franchise, rentals, rights and liberties, so much of the hydrant rentals paid under the terms of this ordinance, as will discharge the interest upon said first mortgage bonds, as it shall mature from time to time shall be paid to the city of Bloomington, Indiana, to the trustees or trustee or such bonds, when and as such hydrant rentals are payable by the said city to the extent of such rentals, and such sum shall be paid so long as interest on such bonds shall remain due and unpaid, during the existence of this franchise, but the said city shall not be required at any time to pay to the trustees or trustee any greater amount than the amount due to said Jesse