AN ORDINANCE OF-35

Amending several ordinances, in so far as they refer to Section Three, as follows:

An ordinance of the City of San Antonio, passed and approved on the 14th day of December A. D. 1914; which was amended by an ordinance passed and approved on the 29th day of March, 1915; which was amended by an ordinance passed and approved on the 24th day of June, 1915; all of the said ordinances being entitled, "An ordinance regulating the production, making, manufacture, care, delivery and sale of Registered Milk or Cream, Pasteurized Milk or Cream, Cream, Milk, Skimmed Milk, and Buttermilk, within the limits of th4e City of San Antonio."

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

That Section 3 of an ordinance entitled as herein above set out, passed and approved on the 14th day of December, 1914, and as amended by the several ordiances hereinbefore mentioned, be amended so as hereafter to read only as follows:

Section 3: (a) Fee for Permit: A fee of One Dollar ($1.00) shall be paid to and collected by the License and Dues Collector of the City of San Antonio for each and every permit issued under the provisions of this ordinance, which permit shall also entitle the person, association of persons, firm or corporation named therein to a license tag for one vehicle used or to be used in the transportation of milk and its products within the City of San Antonio.

(b) Fee for License Tag: A fee of Twenty-five Cents (25¢) shall be paid to and collected by the License and Dues Collector of the City of San Antonio for each and every additional license tag; it being hereby required of the person, association of persons, firm or corporation named in such permit to procure a license tag for each and every additional vehicle that may be used for the transportation of milk and its products within this City. And all license tags shall be good and effective for the same period of time as the permit hereinbefore referred to.

(c) Each vehicle to have license Tag displayed: No vehicle shall be used for the purpose of any business so licensed unless such vehicle shall have securely fastened to it and prominently displayed on the side of the bed or box thereof, the license tag hereinbefore provided for and required.

Passed and Approved this 26th day of October A, D. 1916.

Attest: Clinton G. Brown,

Fred Fries, Mayor, City of San Antonio.

City Clerk.

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared Charles A. Duke, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Light, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: October 28, 29, 30, 31 - November 1, 2, 3, 4, 5, 6 1916.

Charles A. Duke

Sworn to and subscribed before me this November 16 1916.

Fred Fries
City Clerk.

AN ORDINANCE OF-36

Regulating Ice Cream Parlors and Soda Fountains.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO

That, Ice Cream Parlors and Soda Fountains must be kept in a clean and sanitary condition: The floors must be kept clean and free from litter and accumulated dirt: the walls and ceilings must be free from cobwebs, dust and accumulated dirt; the counters, shelves, drawers, bins and fixtures must be kept constantly clean; refrigerators and soda fountains must be kept free from foul and unpleasant odors, mold and slime. Glassware, spoons, etc. used at a soda fountain should be throughly washed and rinsed in clean water after each using; soda fountains, syrup cans and bottles shall be throughly washed before re-filling; draft tubes shall be kept clean. Drainage, boards, sinks, shelves, etc. on which glasses are placed must be kept clean. Beverages drawn from a fountain or faucet must be free from the danger of chemical action, while in contact with lead, copper and other metals.

Individual Drinking Cups, etc.

Hereafter, individual one-service drinking cups shall be provided and used in confectioneries and all other places dispensing soft drinks or other beverages, where such establishments do not maintain and properly use adequate facilities for the sterilization of glasses or other vessels used in dispensing beverages of all kinds. These shall be destroyed immediately after being used to serve a customer.

The use of straws is forbidden, except when such straws are kept protected from dust and dirt in suitable containers.

Drinking ~~xxxxxxxx~~ glasses for beverages at fountains etc. shall not be used a second time unless sterilized in the interim.

Any, person, firm or corporation who shall violate any of the provisions of this act shall be guilty of a misdemeanor and upon conviction thereof shall be sentenced to pay a fine of not less than Twenty Five Dollars nor more than Two Hundred dollars.

Passed and approved this 20th day of November, A.D.1916.

Clinton G. Brown

Attest: Mayor, City of San Antonio, Texas.

Fred Fries,

City Clerk.

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared Charles S. Diehl, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Light, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper om the following days, to-wit: November, 22, 23, 24, 25, 26, 27, 28, 29, 30 and Dec 1 1916.

Charles S. Diehl

Sworn and subscribed before me this 19th January 1917

Fred Fries
City Clerk

AN ORDINANCE OF-37

Regulating the manufacture, Sale, and Care of Ice Cream.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO,

That, no icecream shall be manufactured or stored in any portion of a building which is used for the stabling of horses or other animals or in any room used in whole or in part for ~~the~~ domestic or sleeping purposes, unless the manufacture and storage room for ice cream is seperated from other parts of the building to the satisfaction of the health officer. All rooms in which ice cream is manufactured or stored shall be provided with tight walls and floors, window and door screens and kept constantly clean. The walls and floors of said rooms shall be of such construction as to permit rapid and through cleansing. The room or rooms aforesaid shall be equipped with appliances for washing or sterilizing all utensils employed in the mixing, freezing, storage, sale or distribution of ice cream, and all such utensils after use shall be throughly washed with boiling water, or sterilized by staeam. Vessels used in the manufacture and sale of ice cream shall not be employed as containers of other substances than ice cream.

All establishments in which ice cream is manufactured shall be equipped with facilities for the proper cleansing of hands of operatives, and all persona immediately before engaging in the mixing of any ingredients entering into the composition of ice cream, or its subsequent freezing and handling, shall throughly wash his or her hands and keep them clean during such manufacturing and handling. All persons shall be dressed in clean garments while engaged in the manufacture and handling of ice cream.

No urinal, water closet or privy shall be located in the room mentioned above or or so situated as to pollute the atmosphere of said room.

All vehicles used in the conveyance of ice cream for sale or distribution shall be kept in a cleanly condition and free from offensive odors.

Ice cream kept for sale in any shop, restaurant or other establishment shall be stored in a covered box or refrigerator, such box or refrigerator shall be properly drained and cared for and shall be kept tightly closed, except during such intervals as are necessary for the introduction or removal of ice cream or ice, and they shall be kept in such location and under such conditions as shall be approved by the Board of Health.

Every person engaged in the manufacture, storage, transportation, sale or distribution of ice cream, immediately on the occurence of any case or cases of communicable disease either in himself or in his family or amongst his employes, or within the building or premises where ice cream is manufactured, stored, sold or distributed shall notify the Health department and at the same time shall suspend the sale and distribution of ice cream until authorized to resume the same by the Health Officer.

No vessels which have been handled by persons suffering from such disesse shall be used to hold or convey ice cream, until they have been thoroughly sterilized.

All cream, milk or skimmed milk employed in the manufacture of ice cream shall, before use, be kept at a temperature not higher than fifty degrees Fahrenheit, unless it is pasteurized before being so used. No creamm milk or skimmed milk produced at a place that is not licensed by the City shall be used in the manufacture of ice cream unless it has been pasteurized.

No person, by himself or by his servant or agent, or as the servant or agent of any other person, firm or corporation, shall, sell, exchange or deliver in the City of

San Antonio any ice cream which obtains more than 500,000 bacteria per cubic centimeter, or less than eight percentum butter fat, except where fruit or nuts are used for the purpose of flavoring, when it shall not contain less than six percentum butter fat.

When fruit or nuts are used in the manufacture of ice cream, the fruit shall be sound, clean and mature, the nuts shall be sound and non-rancid.

Ice cream shall be deemed adulterated within the meaning of this act:

First. If it shall contain boric acid, formaldehyde, or any other added substance or compound that is deleterious to health.

Second. If it shall contain salts of copper, iron oxide ochres or any coloring substance deleterious to health, provided that this paragraph shall not be construed to prohibit the use of harmless vegetable coloring matter in ice cream, when not used for fraudulent purposes.

Third. If it shall contain any deleterious flavoring matter or flavoring matter not true to name.

Fourth. If it be an imitation of or offered for sale under the name of another article.

Nothing in this act shall be construed to prohibit the use of fresh eggs and not exceeding one half of one percentum of pure gelatine, gum tragacant or other vegetable gums.

It shall be unlawful for any person, by himself or by his servant or agent, or as the servant or agent of another person, firm or corporation, to sell, offer for sale, expose for sale, or have in possession with intent to sell any icecream in any container which is falsely labeled or branded as to the name of the manufacturer thereof, or to misrepresent in any way the place of manufacture of ice cream or the manufacture thereof, or the ingredients therein contained; or any ice cream which has been adulterated within the meaning of this act

No old or melted ice cream, or ice cream returned to the manufacturer from whatever cause, shall again be used in the preperation of ice cream.

Any person, firm or corporation who shall violate any of the provisions of this act shall be guilty of a misdemeanor and upon conviction thereof shall be sentenced to pay a fine of not less than twenty five dollars nor more than two hundred dollars.

PASSED AND APPROVED this 20th day of November, 1916. Clinton G. Brown Mayor

attest Fred Fries, City Clerk

Affidavit of Publisher.

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

BEFORE me, the undersigned authority, on this day personally appeared Charles S. Duke, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Light, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 22, 23, 24, 25, 26, 27, 28, 29, 30, and Dec. 1 1916.

Charles S. Duke

Sworn to and subscribed be fore me this January 19, 1916.

Fred Fries
City Clerk.

In the matter of
The San Antonio Belt and Terminal Railway Company,

The Missouri, Kansas and Texas Railway Company of Texas,

C. E. Schaff, Receiver of M.K. & T.Ry of Texas,

and the ordinance of September 25th, 1916

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(1) Acceptance of said ordinance (Attached to ordinance)
(2) Certified Copy of Resolution of Board of S.A.B. & T.Ry Co. authorizing such acceptance.
(3) Certified Copy of Petition in U.S.District Court by C.E.Sxhaff, Receiver M.K & T. Ry. of Texas, for authority to execute contract.
(4) Certified copy of order of Court, dated November 2nd, 1916.
(5) Certified Copy of order of Court, dated December 8th, 1916, Amending order of November 2nd, 1916.
(6) Contract of M.K & T. Ry. Co. of Texas and C.E.Schaff, Receiver, dated December 11th, 1916.
(7) Certified Copy of Resolution of Board of M.K. & T.Ry. Co. of Texas, dated December 11th, 1916, and authorizing said Contract.

THE STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

This is to certify that I have examined the seven (7) papers above mentioned and find same in substantial conformity with the ordinance of the Board of Commissioners of the City of San Antonio passed and approved on the 25th day of September A.D.1916, in the matter of the construction, maintenance and operation by said San Antonio Belt and Terminal Railway Company, of a double track, standard guage, railroad etc., over and across the San Antonio River and Esatward to the City Limits, and prescribing the term, consideration and conditions of and for such grant; and all of said matters and proceedings as required by said ordinance appearing from the papers above mentioned to have been regularly done and performed, said matters, proceedings and papers are hereby approved by me.

Witness my hand at San Antonio, Texas, this 15th day of December A.D.1916

George R. Gillette
City Attorney

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

The matters, papers and proceedings above mentioned, appearing to be regular and in pursuance of said ordinance, aré hereby approved by me on behalf of the City. Witness my hand at San Antonio, Texas, this 23rd day of December A.D.1916

Clinton G. Brown,
Mayor, City of San Antonio.

Attest: Fred Fries, City Clerk,
By James Simpson, Ass't City Clerk.
(SEAL)

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me the undersigned authority in and for said county and State, on this day personally appeared C.E.Scharff, President, and Walter Walthall, Secretary of the San Antonio Belt and Terminal Railway Company, known to me to be the persons whose names are subscribed to the foregoing instrumentx, and each acknowledged to me that he signed the same for the purposes and considerations and in the capacity therein expressed.

Given under my hand and seal of office, this 11th day of December, A.D.1916.

Louise S. Barnett,
Notary Public in and for Bexar County,Texas.

BE IT FURTHER RESOLVED, that the President and Secretary of the Company be, and they hereby are, authorized to acknowledge and affix the corporate seal of the Company to the acceptance and covenant attached to said ordinance.

BE IT FURTHER RESOLVED, that the President of the Company shall file with the City Clerk of San Antonio, a copy of these resolutions, duly certified by the Secretary under his hand and the seal of the corporation, and do, execute and perform all other

things necessary to fully accept and carry out the provisions of said ordinance.

There being no further business before the meeting, upon motion, duly seconded ~~and carried~~, the same was adjourned.

Walter Walthall
Secretary.

I, Walter Walthall, Secretary of the San Antonio Belt & Terminal Railway Company, do hereby certify that the above and foregoing is a true copy of the minutes of a meeting of the Board of Directors of the San Antonio Belt & Terminal Railway Company held at its office in the City of San Antonio, Texas, on the 11th day of December, 1916.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of said Company.

Walter Walthall
Secretary.

THEREUPON, and after due consideration and, on motion, duly seconded, it was

RESOLVED, that the President of the Company be, and he is hereby, authorized to accept on behalf of the Company that certain ordinance passed by the City of San Antonio, Texas, on the 25th day of September, 1916, granting the Company the right to construct, maintain and operate a double track, standard guage railroad, including the necessary turnouts, side tracks, switches and telephone and telegraph lines, over and across the San Antonio River and the Streets and avenues in said ordinance mentioned; said acceptance to be in the form attached to said ordinance, which is as follows, to-wit:

The State of Texas
County of Bexar.

"This memorandum witnesseth, That the San Antonio Belt & Terminal Railway Company does hereby accept the foregoing franchise and consent of the City of San Antonio subject to the requirements, conditions, provisions and stipulations in the foregoing ordinance contained, and covenants and agrees, for itself and its successors and assigns, if any, and as its and their contract, to do, observe and perform all of said requirements, conditions, provisions and stipulations as set forth in the above and foregoing ordinance.

"IN TESTIMONY WHEREOF said San Antonio Belt and Terminal Railway Company, a railroad corporation duly incorporated under the laws of the State of Texas, has, by virtue of a resolution of its Board of Directors, a copy of which is hereto attached, caused this instrument to be executed by the hand of its president and attested by its Secretary and its corporate seal to be hereto affixed.

"Done at San Antonio, Texas, this 11th day of December, A.D. 1916.

"SAN ANTONIO BELT AND TERMINAL RAILWAY COMPANY

(SEAL) By C.E.Schaff,
President.

Attest:

Walter Walthall,
Secretary"

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF TEXAS, AT DALLAS.

D.B.Hussey,
Plaintiff, No. 2794
vs
The Missouri, Kansas & Texas Railway Company of Texas
Defendant.

----oOo---

TO SAID HONORABLE COURT:

Now come C.E.Scharff, Receiver, and respectfully shows to the Court; That pursuant to orders heretofore entered in this cause petitioner and the Missouri, Kansas & Texas Railway Company of Texas have made and entered into a user contract with the San Antonio Belt and Terminal Railway Company, whereby they are granted the right to use said San Antonio Belt & Terminal Railway Company's railway for a period of Ninety Nine years, beginning April 1, 1906.

That in furtherance of the work of constructing said railway and terminals the San

San Antonio Belt and Terminal Railway Company has procured the passage by the City Council of the City of San Antonio of an ordinance, which grants it the right to construct, maintain and operate its said railway over and across H. Street and a number of other streets in said City. This ordinance contains, among others, the following provisions:

SECTION TWO, Subdivision (l); Said Railway Company shall well and truly pay and satisfy any and all damages which may be awarded by final judgement in any court of competent jurisdiction, to owners of any private property situated along or near the line of such railroad as herein described, arising or alleged to arise out of the construction, maintenance, or operation, or proposed maintenance and operation, of said railroad or any of its appurtenances or the work herein authorizec or required; and this obligation shall extend to and become binding on the Missouri, Kansas and Texas Railway Company of Texas ad C.E.Schaff as Receiver thereof, as lessees of said San Antonio Belt & Terminal Railway Company as hereinafter provided and all successors, receivers, trusteex, lessees or other persons or corporations who may at any time have, acquire or assert any right title or interest, under said Railway Company, or in, to or under the privileges and franchise herein granted; lt being expressly understood and agreed that said City consents to such uses of said public streets on the condition that the lawful claims, if any, of owners of property damaged as aforesaid shall not be in any manner postponed or made subject to the claims of any other person, persons, or corporation whomsoever; and all rights granted to and improvements made by said Railway Company as authorized or required by this ordinance shall when effected on the ground become fully subject to this condition."

"SECTION TWO, Subdivision (p); Within ninety (90) days after the final reading and passage of this ordinance by the Commissioners of the City, and before any rights hereunder shall vest in said Railway Company, and before this ordinance shall eviidence any consent of this City to the use of its streets or public places as herein provided the Board of Directors of said San Antonio Belt and Terminal Railway Company shall duly pass a resolution authorizing its president to accept said privileges and franchise and to agree and obligate said Railway Company and its successors and assigns, if any, as its and their contract, to the conditions and stipulations herein set forth, and upon the form hereunto attached; and the President of said Railway Company shall thereupon file with the City Clerk a copy of said resolution duly certified and in form satisfactory to the Mayor; and the President and Secretary of said Railway Company shall also thereupon lawfully execute, acknowledge and affix the corporate seal of said Railway Company to the acceptance and covenant hereto attached.

"And also within said ninety days, and before said rights shall be come vested or said consent of the City become effective, as aforesaid, the Missouri, Kansas & Texas Railway Company of Texas, and C.E.Schaff as Receiver thereof, lessees of said San Antonio Belt and Terminal Railway Company, after being first duly and fully authorized by resolution of the Board of Directors of said Missouri, Kansas and Texas Railway Company of Texas, and also by a sufficient and valid order of thr court or Judge having jurisdiction and control over the receivership heretofore ordered and now existing for said Missouri, Kansas & Texas Railway Company of Texas, shll by a good and valid contract, duly execute, bind and obligate said Missouri, Kansas & Texas Railway Company of Texas and said C.E. Schaff, Receiver as aforesaid, to perform, observe and comply with all the conditions, stipulations and provisions of the foregoimg ordinance and in particular to comply with Paragraph L of Section 2 of said Ordinance, assuming and guaranteeing the payment as undertaken by said San Antonio Belt and Terminal Railway of all damages which may be

adjudged to owners of private property, and giving and granting to the owners of all such private property having claims against said San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad a right to bring suit on said contract against said Missouri, Kansas and Texas Railway Company or said C.E. Schaff as receiver thereof, in connection with any suit which they may file for such damages against said San Antonio Belt and Terminal Railway; and said resolution of said Board of Directors, said order of court and said contract of said Missouri, Kansas and Texas Railway Company of Texas and C.E.Schaff as receiver thereof shall be furnished to the City duly certified and executed, all in such manner and form as may be approved by the Mayor and City Attorney; all of which shall be done and performed before this ordinance shall become fully effective and before any rights hereunder shall vest as aforesaid; and the said San Antonio Belt and Terminal Railway Company shall likewise furnish to the City and file with the City Clerk the duly certified copy of any and all lease contracts now existing or hereafter made between said San Antonio Belt and Terminal Railway Company and any and all other railroad companies whatsoever."

That petitioner desires the acceptance of said ordinance and believes it will be to the advantage of the property he represents if he and the Missouri, Kansas & Texas Railway Company of Texas are authorized to make and enter into a contract with the City of San Antonio, as provided in the second paragraph of said Section Two, subdivision (p) of said ordinance.

That a form of said contract, a copy of which will be exhibited to the court upon the hearing hereof, has been agreed to by the said City and approved by petitioners counsel, whereby such sums, if any, as may become payable by said The Missouri, Kansas & Texas Railway Company of Texas, or the Receivers, under said contract are declared to be a part of the considerations of the user contract, dated April 1, 1916, and payable as a part of the ordinary operating expenses of said The Missouri, Kansas & Texas Railway Company of Texas of the Receiver; and whereby said The Missouri, Kansas & Texas Railway Company of Texas and the Receiver agree to exercise all rights which may have been, or may be, granted to them or either of them, by said San Antonio Belt and Terminal Railway Company, subject to all the terms and provisions of those two certain ordinances of said City under which the San Antonio Belt & Terminal Railway Company acquired the consent of said City for the construction, maintenance and operation of its said railroad.

WHEREFORE, petitoner prays that he and The Missouri, Kansas & Texas Railway Company of Texas be authorized to execute and deliver said contract.

Respectfully submitted,

C. E. Schaff, Receiver.

Joseph M. Bryson,
General Counsel for Receiver.
Charles C. Huff,
General Solicitor for Receiver.

We, solicitors respectively for plaintiffs and defendant, acknowledge receipt of a copy of the foregoing petition, and agree that it may be granted without further notice or hearing.

Coke & Coke
Solicitors of D.B.Hussey, Plaintiff.

A. H. McKnight, Solicitor
for the Missouri, Kansas & Texas Railway Company
of Texas,
Defendant.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF TEXAS, AT DALLAS.

I, LOUIS C. MAYNARD, Clerk of the District Court of the United States in and for the Northern Distrocc of Texas, do hereby certify that the above and foregoing is a full, true and correct copy of petition of Receiver for authority to enter into contract with the City of San Antonio, obligating himself and M.K & T Ry Co. of Texas to observe and comply with conditions, stipulations and provisions of a certain ordinance of the City of San Antonio approved _____1916

filed in cause No. 27694/50 in Equity, entitled D.B.Hussey, Complainant vs Missouri, Kansas & Texas Railway Company of Texas, defendant, as fully as the same now appears on file and of record in my office at Dallas, Texas.

IN TESTIMONY WHEREOF witness my hand officially and the seal of said District Court, at Dallas, Texas, this 9th day of December A.D. 1916.

LOUIS C. MAYNARD, Clerk

By E.C.Van Dusen,
Deputy.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF TEXAS, AT DALLAS.

D. B. Hussey, Plaintiff,	)	
vs/	)	In Equity No. 2794/50
The Missouri, Kansas & Texas Railway Company of Texas, Defendant.	)	

On this 2nd day of November, 1916, came on to be heard the petition of C.E. Schaff, Receiver, for authority on his behalf and on behalf of the Missouri, Kansas & Texas Railway Company of Texas to make and enter into a contract with the City of San Antonio whereby they shall bind and obligate themselves to perform, observe and comply with all the conditions, stipulations and provisions of that certain ordinance of the City of San Antonio approved the 25th day of September, 1916, and especially to comply with paragraph L of Section Two of said ordinance, and to assume the other obligations required to be assumed by them under subdivision P of Section Two thereof, and it appearing that counsel for plaintiff and defendant have been furnished a copy of the petition and make no objection thereto, but consent that it may be granted, and the Court being fully advised in the premises,

IT IS ,THEREFORE, ordered, adjudged and decreed, that the Receiver and the Missouri, Kansas & Texas Railway Company of Texas be, and they are hereby authorized to execute and deliver the contract contemplated by said ordinance as in said petition prayed for, provided that nothing in said ordinance & said contract or this order, shall be construed as creating or authorizing, as against the Deft. herein or said C.E. Schaff, Receiver, any preference in favor of those who may establish claims for damages under the provisions of said ordinance.

E.R.Meek,
U.S.Judge.

Endorsed; Filed 2 day of Novr, 1916, Louis C.Maynard,Clerk, By E.C.Van Dusen

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE

NORTHERN DISTRICT OF TEXAS, AT DALLAS.

I, Louis C. Maynard, Clerk of the District Court of the United States in and for the Northern District of Texas, do hereby certify that the above and foregoing is a full, true and correct copy of Order granting Receiver Authority to enter into a contract with City of San Antonio obligating himself and the M.K & T Ry Co. of Texas to observe and comply with conditions, stipulations and provisions of a certain ordinance of the City of San Antonio, approved_____,1916, filed in Cause No. 2794/50 In Equity, entitled D.B.Hussey, Complainant, vs. The Missouri, Kansas & Texas Railway Company of Texas, Defendant, as fully as the same now appears on file and of record in my office at Dallas, Texas.

IN TESTIMONY WHEREOF witness my hand officially and the Seal of said District Court, at Dallas, Texas, this 2nd day of November, A.D. 1916.

LOUIS C. MAYNARD, CLERK,

By E.C.Van Dusen,
Deputy.

IN THE DISTRICT COURT OF THE UNITED STATES FOR

THE NORTHERN DISTRICT OF TEXAS, AT DALLAS.

D.B.Hussey, Plaintiff	)	
vs.	)	In Equity No. 2794/50
THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, Defendant	)	

ORDER AMENDING THE ORDER OF NOVEMBER 2ND, 1916, AUTHORIZING THE RECEIVER AND THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS TO MAKE AND ENTER INTO A CONTRACT WITH THE CITY OF SAN ANTONIO, TEXAS.

On this the 8th day of December, 1916, came on for further hearing the petition of the Receiver for authority on his behalf, and on behalf of the Missouri, Kansas & Texas Railway Company of Texas to make and enter into a contract with the City of San Antonio, whereby the receiver and said railway Company would bind and obligate themselves to perform, observe and comply with all the conditions, stipulations and provisions of that certain ordinance of the City of San Antonio, approved September 25th, 1916, and especially with paragraph L of Section 2 of said ordinance, and to assume the other obligations required to be assumed by them under subdivision p of Section 2 thereof, and upon consideration, and for good cause shown, it is ordered that the second paragraph of the order relating to said petition made and entered herein November 2nd, 1916, be so amended that it shall hereafter read as follows:

It is therefore ordered, adjudged and decreed that the Receiver and the Missouri, Kansas & Texas Railway Company of Texas be, and they are hereby, authorized to execute and deliver the contract contemplated by said ordinance as in said petition prayed for, whereby said Receiver and The Missouri, Kansas & Texas Railway Company of Texas, bind and obligate themselves to perform, observe and comply with all the conditions, stipulations and provisions of said ordinance of the City of San Antonio, approved September 25, 1916, and especially with paragraph or subdivision L of Section 2 of said ordinance, and to assume the other obligations required to be assumed by them under subdivision P of Section 2 thereof; and agree that all sums assumed or to become payable by them, or either of them, thereunder shall be deemed to be a part of the rentals or considerations to be paid by them to the San Antonio Belt and Terminal Railway Company for the use of its railway and terminals as provided by the user contract between them, dated April 1st, 1916, and shall

be considered a part of the ordinary operating expenses of the Missouri, Kansas & Texas Railway Company of Texas, and of C. E. Schaff, Receiver thereof.

E. R. Meek.
Judge

Endorsed: Filed 9 day of December, 1916, Louis C. Maynard, Clerk.

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IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF TEXAS, AT DALLAS

I, Louis C. Maynard, Clerk of the District Court of the United States in and for the Northern District of Texas, do hereby certify that the above and foregoing ia a full, true and corredt copy of order amending the order of November 2nd, 1916, Authorizing the Receiver and The Missouri, Kansas & Texas Railway Company of Texas to make and enter into a contract with the City of San Antonio, Texas.
filed in cause No. 2794/50 in Equity, entitled D.B.Hussey, Complainant vs The Missouri, Kansas & Texas Railway Company of Texas, Defendant, as fully as the same now appears on file and of record in my office at Dallas, Texas.

IN TESTIMONY WHEREOF witness my hand officially and the Seal of said District Court, at Dallas, Texas. this 9 day of December, A.D.1916.

Louis C. Maynard, Clerk,
By E.C.Van Dusen, Deputy.

--

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, the City of San Antonio by an ordinance approved the 25th day of September, 1916, granted to the San Antonio Belt and Terminal Railway Company the right to construct, maintain and pperate a double track, standard guage railroad, including the necessary turn-outs, side tracks, switches et cetera, over and across H. Street, and a number of other streets, in which said ordinance the San Antonio Belt and Terminal Railway Company is authorized to permit the use of its said railroad and terminals, as therein provided by the undersigned; and

WHEREAS, said ordinance contains among other provisions, the following in Section Two thereof;

" Section Two. Subdivision (1); Said Railway Company shall well and truly pay and satisfy any and all damages which may be awarded by final judgement in any court of competent jurisdiction, to owners of any private property situated along or near the line of such railroad as herein described, arising or alleged to arise out of the construction, maintenance, or operation, or proposed maintenance and operation of said railroad or any of its appurtenances or the work herein authorized or required; and this obligation shall extend to and become binding on The Missouri, Kansas & Texas Railway Company of Texas and C.E.Schaff, as Receiver thereof, as lessees of said San Antonio Belt and Terminal Railway Company as hereinafter provided, and all successors, receivers, trustees, lessees or other persons or corporations who may at any time have, acquire, or assert any right, title or interest, under said railway Company, or in, to or under the privileges or franchise herein granted; it being expressly understood and agreed that said City consents to such uses of said public streets on the condition that the lawful claims, if any, of owners of property damaged as aforesaid shall not be in any manner postponed or made subject to the claims of any other person, persons, or corporation whomsoever; and all rights granted to and improvements made by said Railway Company as authorized or required by this ordinance shall when effected on the ground become fully subject to this condition."

" Section Two. Subdivision (p); And also within said ninety days, and before said rights shall become vested or said consent of the City become effective as aforesaid, the Missouri, Kansas & Texas Railroad Company of Texas, and C.E.Schaff, as Receiver thereof, lessees of said San Antonio Belt & Terminal Railway, after being first duly and fully authorized by resolution of the Board of Directors of said Missouri, Kansas & Texas Railway Company of Texas and also by a sufficient and valid order of the Court or Judge having jurisdiction and control over the receivership hereto -fore ordered and now existing for said Missouri, Kansas, & Texas Railroad Company of Texas, shall be a good and valid contract, duly executed, bind and obligate said Missouri, Kansas & Texas Railway Company of Texas and C.E.Schaff, Receiver as aforesaid

to perform, observe and comply with all the conditions, stipulations and provisions of the foregoing ordinance and in particular to comply with paragraph L of Section 2 of said ordinance, assuming and guaranteeing the payment as undertaken by said San Antonio Belt and Terminal Railway of all damages which may be adjudged to owners of private property, and giving and granting to the owners of such private property having claims against said San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad a right to bring suit on said contract against said Missouri, Kansas & Texas Railway Company, or said C.E.Schaff, as Receiver thereof, in connection with any suit which they may file for such damages against said San Antonio Belt and Terminal Railway, and said resolution of said Board of Directors, said order of Court and said Contract of said Missouri, Kansas & Texas Railrosd Company of Texas, and C.E.Schaff, as Receiver thereof, shall be furnished to the City duly certified and executed, all in such manner and form as may be approved by the Mayor and City Attorney; all of which shall be done and performed before this ordinance shall become fully effective and before any rights hereunder shall vest as aforesaid; and said San Antonio Belt and Terminal Railway Company shall likewise furnish to the City and file with the City Clerk the duly certified copy of any and all lease contracts now existing or hereafter made between said San Antonio Belt and Terminal Railway Company and any and all other railroad companies whatsoever," and

WHEREAS, the San Antonio Belt and Terminal Railway Company desires to accept said ordinance, and the undersigned wish the same to become effective; and

WHEREAS, the undersigned, on April 1st, 1916, made and entered into a user contract with the San Antonio Belt and Railway Company whereby they are granted the right to usesaid San Antonio Belt and Terminal Railway Company's railway and terminals in and about the City of San Antonio, Texas, for a period of ninety nine years.

Now, Therefore, in consideration of the premises and of the benefits to be derived by them from the passage of said ordinance and the use of the San Antonio Belt and Terminal Railway Company's railroad and facilities thereunder, we, The Missouri, Kansas & Texas Railway Company of Texas, acting herein by virtue of a resolution of its Board of Directors duly passed the 11th day of December, 1916, and also by virtue of an order of the District Court of the United States for the Northern District of Texas, Dallas Division, in Equity Cause No. 2749/50 D.B.Hussey, plaintiff, vs. The Missouri, Kansas & Texas Railway Company of Texas, defendant, made and entered in said cause on the 8th day of December, 1916, and C.E.Schaff, as Receiver of the railway and property of said Railway Company, acting herein under and by virtue of the aforesaid order, do hereby bind and obligate ourselves and agree with the City of San Antonio that we shall be bound and obligated to perform, observe and comply with all the conditions, stipulations, and provisions of the foregoing ordinance, and especially with paragraph L of Section 2thereof; and we hereby assume and guarantee the payment as undertaken by the San Antonio Belt and Terminal Railway Company of all damages which may be finally adjudged to owners of private property, and we further hereby agree that any owner of such private property having a claim or claims against the San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad shall have the right by virtue of this contract to sue the said The Missouri, Kansas & Texas Railway Company of Texas or C.E.Schaff, as Receiver aforesaid, or both of us, in connection with any suit which he may file for such damages against the said San Antonio Belt and Terminal Railway Company, it being understood that such suit or suits may be filed in the Courts of Bexar County, Texas, having jurisdiction over the subject-matter, and that the plaintiff or plaintiffs therein shall have the right to recover from us by virtue of this agreement any and all damages which he or they may be finally awarded against the San Antonio Belt and Terminal Railway Company on account of such construction, maintenance or operation of its said railroad.

And in further consideration of the premises, we, the said The Missouri, Kansas & Texas Railway Company of Texas and the said Receiver, do hereby declare that the aforesaid user contract of April 1st, 1916, made and entered into by and between us and the San Antonio Belt and Terminal Railway Company had in contemplation both the ordinance of the City of San Antonio approved May 13th, 1915, and therein mentioned, whereby said City granted to the said San Antonio Belt and Terminal Railway Company the right to construct, maintain and operate its line of railway within certain terminals between Probandt Street

and Dolorosa Street, and the ordinance subsequently approved, and herein mentioned, whereby the City granted to the San Antonio Belt and Terminal Railway Company the right to extend the said line of railway across the San Antonio River, Roosevelt Avenue and certain other streets and avenues, to the eastern limit of the City, both said Ordinances together, as so passed and approved, covering the proposed line of the San Antonio Belt and Terminal Railway Company from said Eastern City limit to Dolorosa Street, and we do hereby declare and agree that any and all sums hereby assumed, or to become payable by us, or either of us, as herein provided, shall be deemed to be a part of the rentals or considerations to be paid by us to the San Antonio Belt and Terminal Railway Company for and on account of the use of its railway and terminals as provided by said user contract of April 1st, 1916, and for the purposes of this contract all such sums shall be considered as a part of the ordinary operating expenses of the lines of Railway of the Missouri, Kansas and Texas Railway Company of Texas, whether operated by the Receiver or by said Railway Company, or by a successor company thereto, and all rights granted by the City or exercised under said two ordinances by The Missouri, Kansas & Texas Railway Company of Texas, or the Receiver, shall be and subject to and exercised in conformity with the terms and provisions of said ordinances.

IN TESTIMONY WHEREOF, witness our hands this the 11th day of December, 1916.

THE MISSOURI, KANSAS & TEXAS
RAILWAY COMPANY OF TEXAS,
BY C. E. SCHAFF
President.

E. S. Sherwin
Secretary

C. E. SCHAFF
RECEIVER of the Railway and Property of the
MISSOURI, KANSAS & TEXAS RAILWAY
COMPANY OF TEXAS.

(SEAL)

I hereby certify that the following is a true and correct copy of a Resolution passed, and Contract approved, by the Board of Directors of the Missouri, Kansas and Texas Railway Company of Texas at special meeting of said Board of Directors held in the General Office Building of said Company in Dallas, Texas, at 8.30 A.M. December 11th, 1916.

E.S.Sherwin,

Secretary.

The Chairman stated that the City of San Antonio had passed an additional ordinance, approved on the 25th day of September, 1916, granting to the San Antonio Belt & Terminal Railway Company the right to construct, maintain and operate a double track, standard guage railroad with the necessary turnouts, side tracks, switches, etc, over and across H.Street and a number of other streets, which, when constructed, are to be used by the Missouri, Kansas & Texas Railway Company of Texas, and by the Receiver of its Railway and property, under a certain user contract dated April 1, 1916, heretofore entered into between the San Antonio Belt & Terminal Railway Company, this company and the Receiver of its Railway and property, and read to the meeting paragraphs (l) and (p) of Section Two of said ordinance, and recommended that authority be given the President and Secretary of the Company to join with C.E.Schaff, as Receiver of the Company's railway and property in executing and delivering to and with the City of San Antonio, a contract as required by said ordinance.

Thereupon, and upon motion duly seconded, it was RESOLVED , that the President and Secretary of this Company be, and they are hereby, authorized to join C.E.Schaff, as Receiver of the Company's railway and property, in executing and delivering to and with the City of San Antonio, a contract in form and substance, as follows:

STATE OF TEXAS)
COUNTY OF DALLAS)

WHEREAS, the City of San Antonio by an ordinance approved the 25th day of September, 1916, granted to the San Antonio Belt and Terminal Railway Company the right to construct, maintain and operate a double track, standard guage railroad, including the necessary turnouts, side tracks, switches, et cetera, over and across H.Street, and a number of other street, in which said ordinance the San Antonio Belt and Terminal Railway Company is authorized to permit the use of its said railroad and terminals, as therein provided by the undersigned; and

WHEREAS, said ordinance contains among other provisions the following in Section Two thereof;

"Section Two, Subdivision (1); Said Railway Company shall well and truly pay and satisfy any and all damages which may be awarded by final judgement in any court of competent jurisdiction, to owners of any private property situated along or near the line of such railroad as herein described, arising or alleged to arise out of the construction, maintenance, or operation, or proposed maintenance and operation of said railroad or any of its appurtenances or the work herein authorized or required; and this obligation shall extend to and become binding on the Missouri, Kansas & Texas Railway Company of Texas and C.E.Schaff, as Receiver thereof, as lesses of said San Antonio Belt and Terminal Railway Company as hereinafter provided, and all successors, receivers, trustees, lessees or other persons or corporations who may at any time have, acquire, or assert any right, title or interest, under said Railway Company, or in, to or under the privileges or franchise herein granted; it being expressly understood and agreed that said City consents to such uses of said public streets on the condition that the lawful claims, if any, of owners of property damaged as aforesaid shall not be in any manner postponed or made subject to the claims of any other person, persons, or corporation whomsoever; and all rights granted to and improvements made by said Railway Company as authorized or required by this ordinance shall when effected on the ground become fully subject to this condition."

"Section Two, (Subdivision (p); And also within said ninety days, and before said rights shall become vested or said consent of the City become effective as aforesaid, the Missouri, Kansas and Texas Railroad Company of Texas, and C.E.Schaff, as Receiver thereof, lessees of said San Antonio Belt and Terminal Railway, and after being first duly and fully authorized by resolution of the Board of Directors of said Missourl, Kansas and Texas Railway Compaby of Texas and also by a suffici ent and valid order of the court or Judge havibg jurisdiction and control over the Receivership heretofore ordered and now existing for said Missouri, Kansas and Texas Railway Company of Texas, shall by a good and valid contract, duly executed, bind and obligate said Missouri, Kansas and Texas Railway Company of Texas and said C.E.Schaff, Receiver as aforesaid, to perform, observe and comply with all the consitions, stipulations and provisions of the foregoing ordinance and in particular to comply with paragraph L of Section 2 of said Ordinance, assuming and guaranteeing the payment as undertaken by said San Antonio Belt and Terminal Railway of all damages which may be adjudged to owners of private property, and giving and granting to the owners of such private property having claims against said San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad a right to bring suit on said contract against said Missouri, Kansas and Texas Railway Company, or said C.E.Schaff, as Receiver threreof, in connection with any suit which they may file for such damages against ssid San Antonio Belt and Terminal Railway, and said resolution of said Board of Directors, said order of court and said contract of said Missouri, Kansas and Texas Railway Company of Texas, and C.E.Schaff, as Receiver thereof, shall be furnished to the City duly certified and executed, all in such manner and form as may be approved by the Mayor and City Attorney; all of which shall be done and performed before this ordinance shall become fully effective and before any rights hereunder shall vest as aforesaid, and said San Antonio Belt and Terminal Railway Company shall likewise furnish to the City and file with the City Clerk the duly certified copy of any and all lease contracts now existing or hereafter made between said San Antonio Belt and Terminal Railway Company and any and all other railroad companies whatever"; and,

WHEREAS, the San Antonio Belt and Terminal Railway Company desires to accept said ordinance, and the undersigned wish the same to become effective; and

WHEREAS, the undersigned, on April lat, 1916, made and entered into a user contract with the San Antonio Belt and Terminal Railway Company whereby they are granted the right to use said San Antonio Belt and Terminal Railway Company's railway and terminals in and about the City of San Antonio, Texas, for a period of ninety nine years.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by them from the passage of said ordinance and the use of the San Antonio Belt and Terminal Railway Company's railroad and facilities thereunder, we, the Missouri, Kansas and Texas Railway Company of Texas, acting herein by virtue of a resolution of its Board of Directors duly passed the 11th day of December, 1916, and also by virtue of an order of the District Court of the United States for the Northern District of Texas, Dallas Division, in Equity Cause No.2794/50, D.B.Hussey, plaintiff, vs. The Missourl, Kansas and Texas Railway Company of Texas, defendant, made and entered in said cause on the 8th day

of December, 1916, and C.E.Schaff, as Receiver of the Railway and property of said Railway Company, acting herein under and by virtue of the aforesaid order, do hereby bind and obligate ourselves and agree with the City of San Antonio that we shall be bound and obligated to perform, observe and comply with all the conditions, stipulations, and provisions of the foregoing ordinance, and especially with paragraph L of Section 2 thereof; and we do hereby assume and guarantee the payment as undertaken by the San Antonio Belt and Terminal Railway Company of all damages which may be finally adjudged to owners of private property, and we further hereby agree that any owner of such private property having a claim or claims against the San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad shall have the right by virtue of this contract to sue the said Missouri, Kansas and Texas Railway Company of Texas or C.E.Schaff, as Receiver aforesaid, or both of us, in connection with any suit which he may file for such damages against the said San Antonio Belt and Terminal Railway Company, it being understood that such suit or suits may be filed in the Courts of Bexar County, Texas, having jurisdiction over the subject matter, and that the plaintiff or plaintiffs therein shall have the right to recover from us by virtue of this agreement any and all damages which he or they may be finally awarded against the San Antonio Belt and Terminal Railway Company on account of such construction, maintenance or operation of its said railroad.

And in further consideration of the premises, we, the said The Missouri, Kansas and Texas Railway Company of Texas and the said Receiver, do hereby declare that the aforesaid user contract of April 1st, 1916, made and entered into by and between us and the San Antonio Belt and Terminal Railway Company had in contemplation both the ordinance of the City of San Antonio approved May 13th, 1915, and therein mentioned, whereby said City granted to the said San Antonio Belt and Terminal Railway Company the right to construct, maintain and operate its line of railway within certain terminals between Probandt Street and Dolorosa Street, and the ordinance subsequently ~~apprd~~ approved, and herein mentioned, whereby the City granted to the San Antonio Belt and and Terminal Railway Company the right to extend the said line of railway across the San Antonio River, Roosevelt Avenue, and certain other streets and avenues, to the Eastern Limit of the City, both said ordinances together, as so passed and approved, covering the proposed line of the San Antonio Belt and Terminal Railway Company from said Eastern City limit to Dolorosa Street, and we do hereby declare and agree that any and all sums hereby assumed, or to become payable by us, or either of us, as herein provided, shall be deemed to be a part of the rentals or considerations to be paid by us to the San Antonio Belt and Terminal Railway Company for and on account of the use of its railway and terminals and provided by said user contract of April 1st, 1916, and for the purposes of this contract all such sums shall be considered as a part of the ordinary operating expenses of the lines of railway of the Missouri, Kansas and Texas Railway Company of Texas, whether operated by the Receiver or by said Railway Company, or by a successor company thereto, and all rights granted by the City or exercised under said two ordinances by the Missouri, Kansas and Texas Railway Company of Texas, or the Receiver, shall be subject to and exercised in conformity with the terms and provisions of said ordinances.

IN TESTIMONY WHEREOF, witness our hands this

the 11th day of December, 1916.

THE MISSOURI, KANSAS & TEXAS
RAILWAY COMPANY OF TEXAS,

BY C.E.Schaff,
President.

ATTEST:

C. S. Sherwin
Secretary

C. E. Schaff
RECEIVER of the Railway and
Property of the MISSOURI, KAN-
SAS & TEXAS RAILWAY COMPANY OF
TEXAS.

COPY

AN ORDINANCE OF-38

Providing for the closing of certain streets within the corporate limits of the City of San Antonio, Texas, and ceding jurisdiction thereof to the United States of America.

(Passed and approved February 5th, A.D. 1917)

For full text of this ordinance see"Minutes of the Proceedings of the Commissioners of the City of San Antonio, Vol. "B", pages 279 to 280 inclusive.