

all valid portions hereof shall remain in full force and effect.

SECTION XX. WHEREAS, on account of promiscuous auction sales made by traveling auctioneers, as well as on account of the many acts of fraud, extortion and oppression growing out of misrepresentations and deceit practiced at auction sales on the public by unregulated auctioneers, engaged in the selling of the goods above described, there is created an urgency and an emergency in behalf of the preservation of the public peace, health and safety and requires this Ordinance to become effective upon its passage. It is accordingly so ordained that this Ordinance shall become effective immediately upon its passage, as in the Charter of this City in such cases made and provided.

PASSED AND APPROVED this 10th day of December, A. D. 1928.

ATTEST: Fred Fries.
City Clerk.

C. M. Chambers.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR.
CITY OF SAN ANTONIO.

Before me, the undersigned authority, on this day personally appeared

Thornton Hall

, who being duly sworn, says on oath that he is the proprietor and publisher of the San Antonio Evening News 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:

December 11th, 12th, 13th, 14th, 15th, 17th, 18th, 19th, 20th, 21st, 1928.

San Antonio Evening News.
Thornton Hall

Sworn to and subscribed before me this December 26th. 1928.

Edna Brown.
Notary Public in and for Bexar County,
Texas.

"SAN ANTONIO EGG LAW" *08-192-1*

An act to promote the development of the egg industry, to prohibit the sale of eggs unfit for human food, to prevent deception in the sale of eggs, to protect the consuming public in the matter of quality and weight, and to encourage greater consumption of eggs by regulating the standardizing the grading classification, and labeling of all eggs displayed for sale, providing penalties for the violation of the provisions of this act, and repealing all acts and parts of acts in conflict herewith.

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

1. That the wholesale egg trade uses terms indicative of size, age, quality, manner of preparation, and condition of storage, which have definite meaning to such wholesale egg trade only, because retail dealers have access to expert knowledge and recourse to authoritative arbitration vested with effective penal powers; that such terms have been subject to extensive abuse in retail trading with no recourse excepting the food laws; and that it is unnecessary and generally undesirable for the technical terminology required by the wholesale trade to be carried through to the retail purchaser of eggs.

That in order to take proper advantage of guarantees as provided for the Pure Foods Act, it is incumbent upon the retail dealer to obtain accurate information concerning the true meaning of the descriptive terms used by wholesalers in their guarantees; of else insist on guarantees being written in terms which he can pass on to the retail purchaser without violat-

ing the food laws.

11. (a) That the grade designated as U. S. Specials by the Bureau of Agricultural Economics of the United States Department of Agriculture represents the highest grade of eggs obtainable for the retail trade under the present conditions of distribution.

(b) That the term "fresh eggs," or its equivalent, as ordinarily used by retailer and consumer, indicates supreme commercial quality unless qualified by words indicating age, special methods of preparation or inferiority of quality or size.

(c) That such terms unqualified are properly applicable only to eggs which meet the present specifications of the U. S. Specials, except that yolks may be visible, and excluding all processed, cold stored, artificially cleaned and incubator eggs, and all sizes below 24 ounces average and 22 ounces minimum per dozen.

(d) That U. S. Specials are not necessarily suitable for hatching or preserving in water glass, or otherwise, and that purchasers desiring eggs for any purpose other than for immediate consumption should take necessary precautions and not depend on the regular retail trade for their supplies.

111. That the terms "eggs" "ranch eggs," "farm eggs", etc., apply only to eggs which meet the specifications of U. S. Standards, excluding all sizes below 24 ounces average and 22 ounces minimum per dozen, unless such terms are qualified by appropriate words indicating age, inferior quality, smaller size or special methods of preparation.

1V. That in order to meet the requirements of the Pure Foods Act it is necessary for all eggs not specified above to be sold under a label or representation which informs the purchaser accurately concerning the manner in which they differ from eggs described in 11 and 111.

V. That eggs below grade of U. S. Standards are not considered fit to enter direct consumptive trade.

VI. That "tolerance" in the U. S. grades refers to wholesale trading (and no tolerance should be allowable in direct consumptive trade.

VII. (a) That eggs are necessary articles of food and because of their expense at certain seasons it is essential that the purchaser receive full value; that the purchaser frequently does not do so because eggs are sold by count and not by weight and he is not accurately informed as to size, and that such terms as "medium" or "pullets" and "pewees" or "small" are commonly understood and serve to call attention to the fact that the eggs are not of usual size even though the description is not so definite as a statement of weight per dozen, and that "medium" or "pullets" properly apply to eggs weighing at least 20 ounces average and 18 ounces minimum per dozen.

(b) That such terms as "held," "stored", "eastern", etc., clearly indicate greater age.

(c) That the use of the term "fancy", "Selected", and like words or phrases indicate superior quality or size; that used in connection with the terms "fresh", "ranch", "farm", "cold stored", "processed" or "fresh eastern" they indicate a superior grade of eggs of that variety; that the term "special" and "extra" will be understood to apply to eggs so graded under the U. S. Standards.

(d) that such terms as "processed," "cold stored", "washed", "incubator;" "sterilized", "preserved", etc., indicate that the eggs have been subjected to some special process or treatment either for the purpose of improving their keeping qualities or appearance or merely incidental to some purpose.

VIII. That a simple and uniform retail trade nomenclature would be a great convenience

to all branches of the egg trade and the following is suggested as an appropriate system based on three quality grades and three sizes, and conforming with the "tentative U. S. grades of eggs".

THREE QUALITY GRADES.

"Fresh Eggs" or U. S. Specials - - - - - one-eighth inch air space
 "Eggs" or U. S. Extras - - - - - two-eighth inch air space
 "Held Eggs" or U. S. Standards - - - - - three-eighths inch air space

THREE SIZES FOR EACH QUALITY GRADE.

Large or Eggs - - - - - 24 oz. average and 22 oz minimum.
 Medium or Pullets - - - - - 20 oz. Average and 18 oz. minimum.
 Small or Pewees - - - - - 16 oz. Average and 15 oz. minimum.

IX. The use of the term "Bakers Eggs" in labeling or representation applies only to edible eggs.

X. That egg meats are very perishable and unless handled under the most sanitary conditions are apt to become a serious menace to the public health; and that nothing but edible stock should be used in their preparation either for drying, freezing, or immediate use.

CHART OF U. S. STANDARDS OF QUALITY FOR INDIVIDUAL EGGS.

U. S. D. A. BUREAU OF AGRICULTURAL ECONOMICS.

SPECIFICATION OF EACH QUALITY FACTOR.

QUALITY FACTORS	U. S. SPECIAL	U. S. EXTRA	U. S. STANDARD
Shell	Clean; sound.	Clean; sound.	Clean; sound.
Air Cell	1/8" or less; localized; regular	2/8" or less; localized; regular	3/8" or less; localized; may be slightly tremulous.
Yolk	May be dimly visible	May be visible.	May be visible; mobile
White	Firm; clean.	Firm; clear.	Reasonably firm.
Germ	No visible development	No. visible development	Development may be slightly visible.

Section 1. No person shall sell, or offer to sell, or sell, or expose for sale, any eggs unfit for human food unless the same are broken in shell and then denatured so that they can not be used for human food. For the purposes of this act an egg shall be deemed unfit for human food if it be addled or moldy, if it contains black spot, black rot, white rot, or blood ring; if it has an adherent yolk or a bloody or green white (albumen); or if it consist in whole or in part of a filthy, decomposed or putrid substance.

Section 2. Unless the context otherwise requires, the words and phrases employed in this act shall have the meanings hereinafter defined;

- (a) "Addled" or "white rot" means an egg which is putrid or rotten.
- (b) "Moldy" means an egg in which mold has developed inside the shell.
- (c) "Black spot" means an egg in which molds or bacteria have developed in isolated areas inside the shell.
- (d) "Black rot" means an egg which has deteriorated to such an extent that the whole interior presents a blackened appearance before the candle.
- (e) "Blood ring" means an egg which contains blood.
- (f) "Adherent yolk" means an egg in which the yolk has settled to one side and become fastened to the shell.
- (g) "Retailer" means any person, firm, or corporation or association which sells eggs to a consumer.
- (h) "Consumer" means any person purchasing eggs for his or her own family use or consumption, or a restaurant, hotel, boarding house, bakery or other institution purchasing

eggs for serving to guests or patrons, or for its or their use in cooking or baking.

(i) "Person" means any individual, firm, corporation, or association.

(j) "Eggs" mean: (1) eggs in the shell; (2) Liquid, frozen or dried whole egg meats, whites of egg or egg yolks.

Section 3. The city board of health is hereby empowered through its authorized agents, deputies and inspectors to enforce this act and shall have supervision and control over all enforcement officers of this act in the City of San Antonio, and all police officers shall be ex-officio officers of the city board of health for the purpose of enforcing this act.

Section 4. It shall be the duty of the City board of health to establish forthwith, and from time to time, specific grades or standards of quality and size or weight to govern the sale of eggs for human consumption, as permitted by this act, and to make rules and regulations for carrying out all its provisions, provided however, that such grades or standards or quality shall not permit the sale of any eggs of poorer quality than permitted by the grading standards, established from time to time by the United States department of agriculture, bureau of agricultural economics. All rules, regulations and standards of quality and weight, and supplementary changes therein as provided by this section, shall be filed in the office of the city board of health and shall be in effect immediately upon such filing.

Section 5. It shall be unlawful of any person to sell, or offer to sell or expose for sale to a consumer, any egg other than those of his own production intended for human consumption without notifying by suitable sign or label for person or persons purchasing or intending to purchase the same of the exact grade or quality and the size or weight of such eggs, according to the standards prescribed by the city board of health.

Section 6. Every person, in selling eggs to a retailer, shall furnish to said retailer an invoice showing the exact grade of quality and the size or weight of such eggs according to the standards prescribed by the city/^{board of} health. A copy of such invoice shall be kept on file by the person selling and by the retailer at their respective places of business for a period of thirty days, and shall be available for inspection at all reasonable times by accredited inspectors or representatives of the city board of health.

Section 7. No retailer shall be prosecuted under the provisions of this act when he can establish a guaranty from the person from whom any eggs are purchased, to the effect that said eggs at the time of such purchase conformed to the grade or quality and the size or weight as stated in the invoice; provided, said eggs has been labeled by the retailer for resale in accordance with the purchase invoice; and provided, further, that said guaranty shall not exempt from prosecution any retailer who may have kept the eggs, covered by said guaranty for such time after their purchase or under such conditions as to cause said eggs to deteriorate into a lower grade or standard.

Section 8. Every person who violates any of the provisions of this act shall be guilty of a misdemeanor and upon conviction for the first offense shall be punished by a fine of not less than ten dollars (\$10) nor more than fifty dollars (\$50); for the second offense a fine of not less than fifty dollars (\$50) nor more than one hundred dollars (\$100); for the third and subsequent offense by a fine of not less than one hundred dollars (\$100) nor more than two hundred dollars (\$200). All fines collected for violation of this act shall be paid to the City treasurer of the city of San Antonio and said moneys shall be placed to the credit of a special fund for enforcement of this act, the same to become immediately available, and to be paid out upon the presentment of vouchers issued by the Secretary of the city board of health.

Section 9. This act and each section and subsection thereof shall take precedence over

all acts and parts of acts at variance or conflicting herewith in the matter of quality standards, grading, classification and labeling of eggs intended for human food.

Section 10. All acts and parts of acts in conflict herewith are hereby repealed.

PASSED AND APPROVED, this 7th day of January, 1929.

ATTEST: Fred Fries.
City Clerk.

C. M. Chambers.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO.

Before me the undersigned authority, on this day personally appeared
Thornton Hall, who being by me duly sworn, says on oath he is one
of the Secretary of the San Antonio Evening News 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: January 9th,
10th, 11th, 12th, 14th, 15th, 16th, 17th, 18th, 19th,
1929.

Thornton Hall

Sworn to and subscribed before me this January 22, 1929.

Edna Brown
Notary Public in and for Bexar
County, Texas.

AN ORDINANCE 98-193

Granting franchise to the International Exposition.

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

The "International Exposition", a corporation duly organized and existing under and by virtue of the laws of the State of Texas, with its principal place of business in the City of San Antonio, Bexar County, said state, is hereby granted the exclusive possession of the following described premises, viz:-

All those certain tracts or parcels of land lying and being in Bexar County, Texas, on the North side of the Saint Hedwig Road and East of the Right of Way of the San Antonio Belt and Terminal Railway Company, out of Original City Lots Six (6) and Seven (7), and the "Rail Road Reserve," in District 1, of the Ancient City Tract, and out of Survey Number Fifteen (15), patented to George W. Paschal, assignee of Guillermo Nunez, on August 1, 1854, by Patent No. 119, Volume 11, embraced within the following field notes, to-wit:

Beginning at a fence corner on the North side of the Saint Hedwig Road and the East right-of-way fence of the San Antonio Belt and Terminal Company, for the Southwest Corner of this tract of land;

Thence along said East right-of-way fence North 1923.0 feet to an angle point;

Thence continuing along said fence North 3 degrees 50' East 603.6 feet to an angle point;

Thence continuing along fence North 19 degrees 47' East 211.0 feet to a fence corner, for the North-west corner of this tract, said corner being also the Southwest corner of the A. C. Gemblar 17.27 acre tract;

Thence North 88 degrees 24' East along the North fence line of this tract 2661.71 feet to a point;

Thence leaving fence South 0 deg. 13' East 2787.63 feet to a point in the fence along

the North side of the Saint Hedwig Road for the Southeast corner of this tract;

Thence alongsaid fence South 89 degrees 47' West 2783.01 feet to the place of beginning, containing one hundred and seventy-five (175) acres of land, more or less;

saving and excepting therefrom, the following tracts of land heretofore conveyed by the International Exposition:-

1st.- 1.21 acres of land to Willow Springs Golf Club, on May 15, 1928, by deed recorded in Volume 894, page 397, of the Bexar County Records;

2nd.- 1.93 acres of land, to Bexar County, on May 15, 1928, by deed recorded in Volume 891, page 638, of said Records; and

3rd.- An underfined acreage, for road purposes, to Bexar County, on January 19, 1926, by deed recorded in Volume 1007, page 355 of said Records; now known as "Exposition Park; together with all buildings, improvements, fixtures, structures, located thereon, and all appurtenances in connection therewith, for sixty (60) consecutive days in the Autumn of each year, during the period of twenty (20) years beginning January 1, 1929, for the purpose of making preparation for and holding an annual Public Fair, Exposition and Entertainment, and for thirty (30) consecutive days in the Spring of each year, during the said period of twenty (20) years, for the purpose of making the necessary preparations for, and holding an annual Race Meet, Carnival, or other entertainment, subject to the following conditions and stipulations, viz:-

1. The particular time in the Autumn and Spring of each year when possession is to be delivered to the International Exposition for such purposes, shall be fixed by said International Exposition by written notice of the time determined upon, same to be delivered to the Mayor of the City of San Antonio at least sixty (60) days in advance of the opening of any such Fair, Exposition, Entertainment, Race Meet, or Carnival, and at the same time, the complete list and schedule of premiums, prizes and purses which are proposed to be awarded, shall be filed with the Mayor, and at least ten (10) days before the opening of such Fair, Exposition, Entertainment, Race Meet or Carnival, proper security or assurance shall be given the City that the said premiums, prizes and purses shall be paid, and the City held harmless from any liability thereby, the sufficiency of such security or assurance to be approved by the governing body of said City.

2. The International Exposition agrees that it will annually, within the sixty (60) days in the Autumn of each year for which the exclusive possession of the said Exposition Park is delivered to it, hold a public Fair, Exposition and Entertainment on the said grounds as herein provided for, and further agrees that within the thirty (30) days in the Spring of each year for which exclusive possession of the said Exposition Park is delivered to it, may hold a Spring Carnival, Entertainment or Race Meet; provided however, it is mutually understood that the holding of a Spring Carnival, Entertainment or Race Meet may be omitted or dispensed with if in the judgment of the International Exposition, the same is deemed to be inadvisable; provided furthermore, however, that nothing herein contained shall ever be construed to relieve the said International Exposition from its obligation to hold a public Fair, Exposition and Entertainment as provided for herein, in the Autumn of each year, as more particularly shown in Section 3 hereof.

3. The true purpose and spirit of this concession is to create a cordial co-operative relationship between the City of San Antonio on the one part and the International Exposition on the other, in securing and perpetuating the giving of an annual Fair and Exposition and Entertainment of a high standard of excellence and of a moral and educational character.

that is, where the agricultural, horticultural and forestry products and other natural advantages of the State, nation or other countries, may be displayed or exposed, either competitively or otherwise, including their soil and mineral wealth; where live stock and poultry breeding and raising, as well as the various phases of animal industry, may be exhibited competitively or otherwise; where machinery and implements of all kind may be shown, demonstrated or exhibited, where the products of manufacturers or dealers may be shown, demonstrated or exhibited, either competitively or otherwise; where the fine arts or inventions of all kinds may be shown and exhibited, either competitively or otherwise, where the progress in all kinds of educational facilities or in all branches of science may be exhibited or demonstrated, either competitively or otherwise; as well as where the people may gather in annual festival for their mutual entertainment and edification; and without limitation upon the foregoing language, for the purpose of developing and promoting the moral and educational advantages of the State in every respect. That the Spring Race Meet or Carnival herein contemplated shall be of a high standard for the class and kind so given.

For the purpose of securing this end, the City shall have the right, whenever any of the terms of this concession are being violated on account of any act of mismanagement or waste or extravagance, neglect or fraud, to take any suitable action that it may deem advisable for the carrying out of the purposes hereof, or of correcting any such violation or abuse, and may adopt such measures as it may deem advisable for the purpose of insuring the giving of the said annual Exposition and Fair herein contemplated.

4. The International Exposition shall have the right to close the gates and exclude the public from the use of and admission to the grounds, or any part thereof, except upon the payment of such sum as shall be prescribed by the International Exposition and approved by the City, the fee for admission to the grounds not to be in any case in excess of Fifty (50¢) Cents, unless otherwise charged, for one paid admission for a person more than ten (10) years of age, and not in excess of Twenty-five (25¢) Cents, unless otherwise charged, for one paid admission for a person less than ten (10) years of age; provided, however, with the consent of the City, the admission fee may be increased or diminished, as may be deemed advisable by the International Exposition; provided further, that the charge or fee for admission shall not include special entertainments or attractions within the grounds.

5. During the time when exclusive possession of the grounds shall be held by the International Exposition under this agreement, it shall have the right to make such use of the grounds and buildings and everything connected therewith, as shall be necessary and appropriate to adapt and accommodate the same to the purposes and uses for which said grounds are surrendered to the International Exposition, and at the end of the period in which the International Exposition has possession of said ground, it shall re-deliver said grounds and improvements to the City of San Antonio in the same condition as when received by said International Exposition.

6. All cost and expense of holding any such Fair, Exposition, Entertainment, Race Meet or Carnival, shall be borne by said International Exposition, which also assumes and agrees to pay all the necessary upkeep and repairs to all buildings and improvements on said premises, now or hereafter constructed thereon, and shall receive all revenues from all sources within said premises during the period of each of said Fair, Exposition, Entertainment, Race Meet or Carnival, including concessions and privileges during such time, but all revenue received from all sources other than during the times when said International Exposition shall have possession, as above set forth, shall be collected and received by the City, and held and kept by it in a separate fund to be used only for improvements and betterments, as well as upkeep of said premises; and provided further, that all such receipts and revenues so collected by said International Exposition shall be kept in a separate fund, and full accounting thereof, receipts

and expenditures, to be made to, and approved by the City; and the balance remaining out of such receipts, after paying such expenditures, shall be set aside in a separate fund, and be used only for the erection of permanent improvements on the grounds, under the control and direction of the City, the City to have the control, if deemed necessary by it, of the checking, auditing, and spending of the money received at such Exposition, but the City shall in no event be liable for any deficit caused by expenses or outgo exceeding income, during the time that said International Exposition has possession of said premises, or of any expense or liability growing out of or in connection with the holding of any such Fair, Exposition, Entertainment, Race Meet or Carnival; and provided further, that no building or improvement shall be converted from its original condition or character, except by consent of the City.

7. All buildings, improvements and appurtenances on the said premises, subject to destruction by fire, shall be insured and kept insured during the entire period hereof, for a proper amount to be fixed by the City of San Antonio, and the payments thereon made by the International Exposition; in case of loss by fire, the money collected on such insurance shall be used to repair the property destroyed or damaged, or may be expended in other improvements, subject to the approval of the City. Such policies shall be payable to the City of San Antonio.

8. A full itemized statement showing in detail all receipts and disbursements of the International Exposition in connection with use of the grounds and other property herein mentioned and contemplated, shall be rendered to the City within thirty (30) days after the closing of each Fair, Exposition, Entertainment, Race Meet or Carnival, and said International Exposition shall keep an accurate record of everything pertaining to its affairs and financial condition, submitting the same to the City for approval, and shall select an auditor or certified accountant who shall be approved by the City, and such auditor or accountant shall keep an accurate account of all such receipts, disbursements and transactions, and all books, records and papers of said International Exposition shall be open to and subject to inspection and audit of the City at any and all times.

9. No dividend shall ever be declared or paid, directly or indirectly, and no pecuniary profit shall ever result to any employee, member, stock or share holder, of the International Exposition, from the operation of its business under the terms of this ordinance.

10. No director or other officer of said International Exposition shall receive or be allowed any compensation whatever, save and except the Secretary thereof, whose compensation shall be fixed by the International Exposition, with the approval of the City, and such compensation may be increased, diminished or abolished by said International Exposition, with the approval of the City, at any time during the term of such employment; every person connected with the International Exposition, handling money, shall give proper and sufficient bond in such amount as may be fixed by the International Exposition with the approval of the City.

11. The treasurer of the International Exposition shall give a bond to be approved by the City, payable to the International Exposition and the City, in an amount which shall be fixed and determined by the International Exposition, by and with the approval of the City; which bond may be increased or decreased during the term of office of the said treasurer, by the consent of the City and the International Exposition.

Upon the recommendation of the International Exposition or if its own motion, the City may demand additional sureties thereon, provided that said bond shall never be fixed at a lower sum than Ten Thousand Dollars (\$10,000.00).

Said bond shall be conditioned that said Treasurer shall safely keep all moneys coming

into his hands, and shall pay the same out only upon proper authority, and shall faithfully discharge all the duties imposed upon him under the terms of this ordinance, and may be recovered upon by any person or persons injured by reason of said Treasurer's failing to faithfully discharge the duties of his office.

12. No officer, director, employee, agent or servant of the International Exposition or of the City of San Antonio, or connected with such International Exposition or said City shall in any wise, directly or indirectly, be pecuniarily interested in any show or attraction or any other concession or enterprise which is or may be operated within the said Exposition Park during the term hereof; and should any such person violate the provisions of this section, such person shall be immediately dismissed from service; it being understood that the International Exposition and the governing body of the City each has and reserves the right at all times to make suggestions, one to the other, and furnish information concerning the conduct of any of the employees or servants or agent of the other, connected with the proper operation of the provisions of this ordinance.

13. The International Exposition shall fully protect and indemnify the City against all damages, cost or expense, from any injury or damage (real or asserted) to person or property, for which the City may be held responsible, occurring on said premises during the time the same shall be in possession of said International Exposition, and give the City proper security therefor, but this provision shall not create any liability on the part of the City of San Antonio or the International Exposition, that would not otherwise exist in law.

14. The City will not permit races, carnivals or other attractions on said premises that may be inconsistent with or conflicting with the International Exposition during the time that such International Exposition is in possession, as above provided, but it is understood, nevertheless, that said City retains exclusive jurisdiction over said premises at all times, except during the times that said International Exposition may be in possession.

15. True and correct copies of all agreements, concession and other contracts that may be made by said International Exposition, with any and all persons whomsoever, whether concessionaires or others, shall be filed with the City immediately upon being made, and all receipts and revenues of whatsoever nature, accruing to said International Exposition shall be used and appropriated for and applied to the following purposes, and none other:

- (a) For the purpose of conducting and maintaining an annual Fair, Exposition and Entertainment of a high grade and excellence, as contemplated herein.
- (b) For the purpose of insuring a Spring Carnival, Festival, Entertainment, or Race Meeting in the spring of each year.

In this connection it is distinctly understood the payment of premiums, purses, attractions and other expenses necessary to the conduct of a first class annual fair, Exposition and Entertainment, and a Spring Carnival, Festival, Entertainment or Race Meeting in the spring of each year, shall be deemed to be a proper application of such funds.

- (c) For permanent buildings and improvements of said grounds suitable and appropriate for Fair purposes.
- (d) To the City for park and upkeep purposes.

Unless otherwise provided by special contract between the City and said International Exposition, said funds shall be set aside and appropriated in the order above set forth; provided that after the necessary funds are set aside for the conduct of the annual Fair and Exposition and the Spring Carnival, Festival, Entertainment or Race Meeting, as provided by subdivisions (a) and (b) hereof, such remaining funds and revenues may be kept intact, with the consent of the City, for the construction of any particular improvement until such fund is increased to a sufficient amount to make any such particular improvement, and with the consent of the City,

In case of emergency, the future receipts to be derived from the operation of said International Exposition may be pledged to aid in carrying out the making of any particular improvement agreed upon by and between the City and the said International Exposition, but in no event shall the City be liable for any such expense provided for in subdivisions (a), (b), (c) and (d), or the keeping intact of any funds or revenues for the construction of any particular improvement, or the pledging in case of emergency, of any future receipts, or any obligation thereby resulting, it being intended that all such expenses shall be borne and paid by said International Exposition.

16. The said International Exposition shall have the right to increase its capital stock to such an amount as may be deemed advisable by its Board of Directors, subject to the approval of the City, and shall have the right to sell stock or memberships in its organization under such plan or plans as may be decided upon by the said International Exposition, and approved by said City.

17. Police protection shall be furnished by the City during the period of the annual Exposition hereinabove provided for, but the expense thereof shall be paid by said International Exposition.

The City shall at all times have the right and authority to enforce all laws and police regulations now or that may hereafter be in effect, and also make such regulations for the exclusion of objectionable characters from the grounds, that it may be lawfully authorized to make.

18. All buildings or other improvements of a permanent nature, placed in or upon the said Exposition Park, from whatever fund, shall be and remain the property of the City of San Antonio, subject to the right of the use thereof by the International Exposition, in accordance with the terms hereof; provided, however, that such buildings, devices or other improvements now erected thereon, or which may be erected, by private exhibitors or concessionaires under such permits as have been or may be granted by the City or the International Exposition and approved by the City, shall remain the property of the said exhibitors in accordance with the terms of the permit so granted; provided that failure on the part of the said exhibitors or concessionaires to comply with the terms of their respective permits will constitute a cancellation or forfeiture of all rights and titles to such property, and the same shall pass to the ownership of the City of San Antonio.

19. The infield of the race tract, if one is constructed, shall be left free of any obstruction, in order to furnish an athletic field for the use of the public, provided that the same may at any time be changed by the International Exposition with the approval of the City; and a certain space may be reserved in the Art Building, or such other building as may be designated by the City for the use of the Texas Museum of Natural History; and that the Stock Arena or some other buildings designated by the City may be used for a basket-ball court by the public; and a nominal fee charged for the use of same; also that during the period of time the said premises are in possession of the said International Exposition the said International Exposition shall pay all the expenses of maintaining the same, including the expense of lighting the same; and at the close of said Fair, Exposition, Entertainment and Race Meet, the International Exposition shall remove or cause to be removed, at its own cost and expense, all temporary stands and houses which in the judgment of the City should be removed.

20 All buildings or other improvements of a permanent nature which are to be paid for out of and from the proceeds of the International Exposition, may from time to time be suggested by the International Exposition to the City, but no permanent building or other improvement of any nature shall be made or located in the said Exposition Park by the International

Exposition, without first obtaining the consent of the City. All permanent improvements of any nature involving an expenditure of a sum greater than Five Hundred (\$500.00) Dollars, shall as far as practicable, be made after competitive bids are received therefor, which bids shall remain on file for public inspection; provided that nothing herein shall be construed to prevent the City or the International Exposition from making any such public improvements by day labor or any other economical method after the receipt of any such bids. No permanent changes or alterations in any building or improvement now on said Exposition Park or hereafter placed thereon, shall be made by the International Exposition without the consent of the City.

All buildings and improvements now situated on said Exposition Park or hereafter to be placed thereon, shall during the time the said International Exposition is in possession of said grounds, be cared for and maintained by the said International Exposition; and at all other times the same shall be cared for and maintained by the City.

21. The rights and privileges hereby conferred on said International Exposition shall never be transferred, assigned or hypothecated, either by voluntary sale or hypothecation, or through forced or involuntary sale by virtue of any judgment, execution, trustee, receiver, or other judicial or non-judicial proceedings, and should such rights and privileges be so assigned, transferred, ^{or hypothecated,} then such rights and privileges shall be forfeited, and shall no longer exist, upon declaration of the governing body of the City by ordinance, at least thirty (30) days after its introduction and giving notice thereof to said International Exposition at its last known place of address, and said City shall thereupon be no longer bound to said International Exposition by reason of this ordinance.

22. Should for any reason the said International Exposition fail or refuse to comply with any of the conditions of this ordinance, then the same shall become void, and of no further force or effect, and may be declared abrogated by ordinance of the City, passed thirty days after its introduction and giving notice to said International Exposition at its last known address.

23. Venue of all suits and litigation growing out of the provisions of this ordinance, is expressly agreed laid in Bexar County, Texas.

24. This ordinance shall become effective upon its acceptance by said International Exposition, evidenced by resolution of its Board of Directors and the signature of its President, attested by its Secretary, under its corporate seal, endorsed hereon, within twenty (20) days after the passage and approval hereof, and should said acceptance not be given within such twenty (20) days then this ordinance shall not be of any force or effect.

PASSED AND APPROVED this the 14th, day of January, A. D. 1929.

C. M. Chambers.

Mayor.

ATTEST: Fred Fries.
City Clerk.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

We, W. A. Wurzbach, President, and Edward Raymend, Secretary, of the International Exposition, hereby certify that at a meeting of the Board of Directors of the International Exposition, held at its office in the City of San Antonio, Bexar County, Texas, on the 22nd day of January, A. D. 1929, a full quorum being present, the following resolution was unanimously adopted, viz:-

BE IT RESOLVED:

That the provisions of an ordinance entitled "An Ordinance Granting Franchise to the International Exposition", passed and approved on January 14, 1929, by the Commissioners of the City of San Antonio, be and the same are hereby accepted and in accordance therewith.

the President and Secretary of the International Exposition are authorized and directed to sign hereto, under the corporate seal of said International Exposition, the same to be affixed to said ordinance in accordance with the provisions thereof.

In Witness Whereof, we have hereunto set our hands this the 22nd day of January, A. D. 1929, with the impress of the corporate seal hereto affixed.

W. A. Wurzbach.
President-International
Exposition.

Attest: Edward Raymond.
Secretary-International Exposition.

AN ORDINANCE 08-194

Levying special taxes for the payment of interest on and to create a sinking fund for the ultimate payment of certain issues of bonds, issued on the credits of Improvement Districts Nos. 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, and 14, in the City of San Antonio, Texas, for the fiscal year beginning June 1, 1928 and ending May 31, 1929.

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

Section 1. That for the payment of the interest on a certain issue of Bonds in the sum of \$23,500.00, issued on the credit of Improvement District No. 1, as authorized at a special election held in said improvement District on the 3rd of April, 1905, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a Sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1928 and ending May 31, 1929, a special tax of Two Cents (2) on the One Hundred Dollars valuation on all property, real, personal, and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 1, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 2: That for the payment of the interest on a certain issue of bonds in the sum of \$30,000.00, issued on the credit of Improvement District No. 2, as authorized at a special election held in said Improvement District on the 13th day of October 1903, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1928 and ending May 31, 1929, a special tax of Three Cents (3) on the One Hundred Dollars valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 2, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 3: That for the payment of interest on a certain issue of bonds in the sum of \$38,000.00 issued on the credit of Improvement District No. 3, as authorized at a special election held in said Improvement District on the 21st day of December, 1904, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1928 and ending May 31, 1929, a special tax of Four Cents (4) on the One Hundred Dollars valuation of all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 3, in the City of San Antonio, as the said has been defined by ordinance of the City Council of