

THE  
CODE OF ORDINANCES

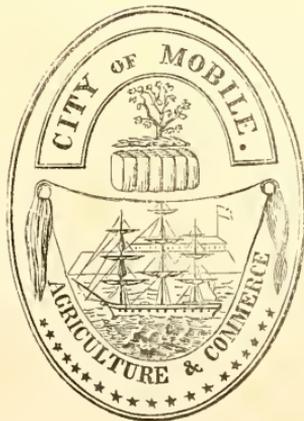
OF THE  
CITY OF MOBILE,  
*to*

With the Charter,  
*Councilman Geo. Schieffelin*  
AND AN APPENDIX.

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PURSUANT TO AN ORDER OF THE MAYOR, ALDERMEN, AND COMMON COUNCIL,

BY THE HON. ALEXANDER MCKINSTRY.



MOBILE:  
S. H. GOETZEL & CO., 37 DAUPHIN STREET.  
1859.

ACTS, CORRESPONDENCE AND CONTRACTS,  
FOR THE  
MOBILE CITY WATER-WORKS.

“ A SCHEDULE OF THE PAPERS. ”\*

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| <p>1. An Act to incorporate an Aqueduct Company in the City of Mobile, passed Dec. 20th. 1820.</p> <p>2. Articles of Agreement between “The Mayor and Aldermen of the City of Mobile, and Henry Hitchcock,” dated December, 1st. 1826.</p> <p>3. An Act to incorporate the “Mobile Aqueduct Company,” passed December 25th, 1837.</p> <p>4. Letter dated Mobile, January 17th, 1838. Henry Hitchcock to the Mayor and Aldermen of the City of Mobile.</p> | <p>5. Resolutions of the Mayor and Aldermen of the City of Mobile.</p> <p>6. Letter dated New Orleans, January 29th, 1838. Albert Stein to Henry Hitchcock.</p> <p>7. An Act for the promotion of the health and convenience of the City of Mobile, by the introduction of a supply of wholesome Water into said City, to be used for domestic purposes and the extinguishment of Fires, passed January 7th. 1841.</p> <p>8. Act December 25th. 1841.</p> <p>9. Act February 4th, 1846. (Part 123.)</p> |
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Dec. 20th,  
1820.  
Preamble.

*Whereas*, it has been represented, that it would be of singular advantage to the health and convenience of the city of Mobile, to be supplied with water from some of the running streams in its vicinity, which would be attended with too much labor and expense to be effected by laying a tax for the purpose ; and whereas it has also been represented that certain individuals have agreed to associate themselves together for the purpose of conducting a supply of water from a creek called Three Mile creek, otherwise Bayou Chatogue, for the use of the citizens and other persons residing in the city of Mobile ; therefore,

Members of  
incorpora-  
tion.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Alabama, in General Assembly convened*, That Lewis Judson, Addison Lewis, Archibald N. Gordon, William H. Robertson, and Francis W.

\* These papers, except the Acts of the legislature passed in 1846, were furnished by Mr. Stein, to the author, in 1846, while he was a member of the board of aldermen. The copy of the contracts with Stein cannot be found in the city archives. There is a copy on record in the probate office of Mobile county.

Armstrong, their heirs, executors, administrators and assigns, be and they are hereby created and constituted a corporation and body politic, by the name and style of "The Mobile Aqueduct Company," and, by that name, <sup>Style of incorporation.</sup> they shall be, and are hereby made able and capable in law, to have, purchase, receive, possess, enjoy and retain to <sup>Powers.</sup> them and their successors, lands, rents, tenements, hereditaments, goods, chattels, and effects of whatever kind, nature and quality, and the same to sell, grant, demise, alien, and dispose of; to sue and be sued, plead and be impleaded, answer and be answered, defend and be defended, in any suit, action, matter or thing depending, in any court of law or equity, and also to make and have, and use a common seal, and the same to break, alter and renew at their pleasure, and also to ordain, establish, and put in execution, such by-laws, ordinances, and regulations, as they shall deem necessary and convenient for the government of said corporation, and for the attainment of the object of its creation, not being contrary to the charter, or the laws of this State, or of United States, and generally to do, and to execute all and singular the acts, matters and things, which to them may appear necessary, or which to them it may appertain to do, as incident to bodies corporate under the restrictions before mentioned.

SEC. 2. That the members of the said corporation be, <sup>Privileges of corporation.</sup> and they are hereby authorized and empowered, as soon as practicable, and by the best means in their power, and by the nearest practicable route, to dig or cause to be dug, a channel or canal sufficiently deep and wide to contain logs of an aqueduct size, with a caliber large enough to contain and conduct a sufficiency of water to supply the citizens and other persons of Mobile with water, and from time to time and at all times hereafter, during the continuance of this charter, to enter upon the route and course of the said canal, or ditch, as they may deem it necessary, for the purpose of laying, repairing, altering, or amending the said logs, canal or ditch, hereby declaring it lawful for the members of the said corporation, or any or either of them, their successors or assigns, or others employed by them for that

purpose, from time to time, as often as in their opinions it may be necessary, to enter upon the lands of any person through which the said canal or ditch may pass, for the purpose of opening the said canal or ditch, and placing the logs therein, and from time to time, and at all other times thereafter, during the continuance of this franchise to re-enter as often as they may deem it necessary so to do, for the purpose of repairing the aforesaid canal or ditch, or replacing any logs that may be decayed, or otherwise injured, they being liable and accountable to the legal owner or owners of the land through which the said canal or ditch may pass, for any special damages that may be sustained by reason of the aforesaid canal or ditch being dug and continued as aforesaid; which said damages shall be ascertained by appraisers, two of whom shall be chosen by said corporation, and two others by the owner or owners of said land; and in case of difference, the said four appraisers shall choose a fifth appraiser or arbitrator, and the appraisement by them shall be conclusive on both parties as to the damage done: *provided, nevertheless*, that the said canal or ditch shall not be dug through any lot or lots in the city, but shall be conducted along any of the streets thereof, as may be most practicable.

Liability of.

Corporation to have exclusive privilege of supplying the city, for 40 years.

Provided the water-works become the property of the city.

SEC. 3. *And be it further enacted by the authority aforesaid*, That the said corporation, and their successors, shall have and enjoy the exclusive right and privilege of conducting and bringing water for the supply of said city, for the space of forty years: *provided*, the said corporation, or their successors, shall, before the expiration of three years from the passage of this Act, cause to be conducted the water from the said bayou or creek, to the said city of Mobile, in the manner hereinbefore proposed: *and provided, also*, that after the expiration of the said term of years, the said water-works shall become the property of the said city, and shall be for the free use of the inhabitants thereof, forever: *provided, also*, the said corporation shall not carry the canal or ditch through the land of any person or persons, without first obtaining from the owner, by purchase or otherwise, the privilege of doing so.

SEC. 4. *And be it further enacted,* That if any person <sup>Penalty for  
injuring the  
works.</sup> whatsoever shall wantonly deface, remove, or otherwise injure or disturb the logs placed in the aforesaid canal or ditch, pipe or pipes of lead or other thing, that may lead from the logs aforesaid, or shall remove from above the said logs, any earth covering them, or shall obstruct or injure, by logs, bushes, earth or other materials, the water of the said creek, at any place between the source thereof and the place whence the water may be taken or conducted for the use of the said city as aforesaid, he, she or they so offending, for every such offense shall forfeit and pay the sum of twenty dollars, to be recovered by action of debt before any justice of the peace ; one half thereof shall go to the use of the said city of Mobile, and the other to the informer ; and moreover, such person shall be liable to pay also any particular damage that may be sustained thereby, by the said corporation, and the informer is hereby declared a competent witness to prove any injury done as aforesaid.

SEC. 5. *And be it further enacted,* That it shall and <sup>Perquisites  
to corpora-  
tion.</sup> may be lawful for the said corporation and their successors, to take, demand and receive from every private family, a sum not exceeding one dollar per annum, for each and every person, including servants and children, of which said family may consist, in consideration of being supplied with water, as is in this Act provided ; and for each and every public house or tavern, the sum of twenty dollars, in addition to the sum demanded of a private family ; and for each and every private boarding-house, the sum of fifteen dollars, in addition to the rate or sum aforesaid, to be paid half yearly in advance : *provided,* that no person shall be obliged to pay for any time that the water may be stopped, whether by accident or otherwise, and a proportionable deduction shall be made for all such time as aforesaid : *and provided, also,* that no person shall be compelled to pay the sum or sums aforesaid, who does not use, directly or indirectly, the water conveyed to said city as aforesaid.

SEC. 6. *And be it further enacted,* That it shall and <sup>Perquisites  
to corpora-  
tion.</sup> may be lawful for the corporation aforesaid, and their successors, to demand, take and receive for each and every pipe

or hogshead of water, conveyed to the city as aforesaid, which may be taken for the use of ships or vessels, any sum not exceeding seventy-five cents, and in like proportion for casks of smaller size.

Penalty for using water without license.

SEC. 7. *Be it further enacted*, That any person or persons, inhabitants of said city, who shall use the water conveyed to the city, as aforesaid, and shall not have declared his, or her, or their intention so to do, nor have paid the sum or sums by this Act authorized to be demanded and received, any such person so offending shall forfeit and pay double the sum he, she or they would have been liable to have paid by the previous provisions of this Act, to be recovered by action of debt, before any justice of the peace, to the use of said corporation and their successors.

Hydrants to be placed by corporation.

SEC. 8. *Be it further enacted*, That the said corporation shall put up, or cause to be put up at least six hydrants, in six of the most convenient places within the said city, and also shall fix a like number of convenient places for use in case of fire, which places shall be designated by the mayor and aldermen of said city, and the said hydrants shall be supplied with convenient and good cocks to facilitate the drawing of the water.

Penalty for injuring hydrants.

SEC. 9. *Be it further enacted*, That if any person or persons shall wilfully cut, mutilate, or otherwise deface or injure the said hydrants, or any part thereof, he, she or they so offending, shall pay a fine of twenty dollars, recoverable by action of debt, before any justice of the peace, for the use of the corporation aforesaid; and if any person or persons shall carelessly or negligently leave the water running, or shall not stop the cock, for every such act, he, she or they (or if a child) his or her parent or guardian (or if a slave) his or her master shall pay for every such act of carelessness or negligence, the sum of two dollars, recoverable before a justice of the peace, at the suit of said corporation and to their use.

APPROVED, Dec. 20th, 1820.

AN ACT entitled "An Act to Incorporate an Aqueduct Company in the City of Mobile, passed December 20th, 1820.

SEC. 18. *And be it further enacted*, That the Act entitled "An Act to incorporate an aqueduct company in the city of Mobile, passed December the 20th, 1820, be, and the same is hereby declared null and void, the said company having failed to comply with the requisitions of said Act, and all the rights, privileges and immunities, powers, prerogatives and authority, which appertain to the said company by virtue of the aforesaid Act, are hereby transferred to, and vested in the corporation of the city of Mobile, for the use and benefit of the inhabitants thereof.

18th section  
of Act 24th  
Dec., 1824.

Aqueduct  
company in-  
corporation  
revoked.

Powers  
thereof  
transferred  
to the city of  
Mobile.

APPROVED Dec. 24th, 1824.

Articles of Agreement, made and entered into the first day of December, in the year one thousand eight hundred and thirty-six, by and between "the mayor and aldermen of the city of Mobile" of the first part, and Henry Hitchcock of the second part, witnesseth :

Agreement  
between  
Henry  
Hitchcock  
and the city  
of Mobile, to  
establish  
water-works  
1st Dec. 1836

That the said "mayor and aldermen of the city of Mobile," for and in consideration of the rents, covenants and agreements hereinafter contained, mentioned and reserved on the part and behalf of the said Henry Hitchcock, his executors, administrators and assigns, to be paid, kept, done and performed, have granted, leased, demised, and to farm let, and by these presents do grant, lease, demise, and to farm let unto the said Henry Hitchcock, his executors, administrators and assigns,

The entire use, control, management, rents, profits, issues, and enrollments of the "Mobile City Water Works," so called, embracing the ground at Spring Hill, where the fountain is situated, and the ground along which the pipes pass from the said fountain to the said city of Mobile, together with the use of all the wooden and iron pipes and logs already laid down, consisting of about sixteen thousand feet of three-inch caliber, and six thousand feet of six-inch caliber, as well as all the advantages which accrue to the said

“mayor and aldermen,” from, by or under an Act of the legislature of the State of Alabama, entitled, “An Act to incorporate an aqueduct company in the city of Mobile, passed December 20th, 1820;” and all ordinances and resolutions passed by the said “mayor and aldermen,” under, and by virtue of the said Act, or by the Act incorporating the said city of Mobile, and the several Acts amendatory thereto, which in any way or manner relate to the said city “water-works.”

To have and to hold the above-mentioned and described premises, property and privileges, together with all and singular the appurtenances, unto the same belonging, or in any wise appertaining unto the said Henry Hitchcock, his executors, administrators and assigns, from the day of the date hereof, for, during and until the full end and term of twenty years thence next ensuing, and fully to be complete and ended, yielding and paying therefore, unto the said mayor and aldermen of the city of Mobile, and to their successors in office, the rent, or sum of twenty-six thousand dollars, in payments, as follows, to wit :

The sum of five thousand six hundred and sixteen dollars on the first day of December next ; the further sum of six thousand and thirty-two dollars, on the first day of December, 1838, the further sum of six thousand four hundred and forty-eight dollars, on the first day of December, 1839 ; the further sum of six thousand eight hundred and sixty-four dollars, on the first day of December, 1840 ; and the further sum of seven thousand two hundred and fifty dollars, on the first day of December, 1841. The first payment thereof to begin, and to be made on the first day of December, 1837 ; for which said several sums or amounts of money, the said mayor and aldermen hereby acknowledge that they have received promissory notes for the respective amounts above stated, and reserved with endorsers to secure the payment thereof, at the times above stipulated, which notes, when paid, will be in full for the rent aforesaid. And the said Henry Hitchcock, for himself, his heirs, executors, administrators and assigns, doth hereby covenant and agree, to and with the said party of the first part, and their successors in office, that he will, during the said term hereby granted, well and

truly pay, or cause to be paid unto the said mayor and aldermen, and their successors in office, the rent above reserved, at the times and in the manner and form herein above limited and appointed, without deduction, fraud or delay, according to the true intent and meaning of these presents. And further, that he will, during said term hereby granted, use and occupy the said premises and privileges, in a careful and husband-like manner, without in any manner injuring or abusing the same (except to use and enjoy such part of the land and timber where the fountain is situated, as may be necessary for the alteration and repairing of the said "water-works.") And further, that he will, within the space of two years from the date hereof, put the said water-works in good and sufficient repair, so as to continue during the time hereby granted; and will also keep up the said water-works in good order as they now are, until they shall so be placed in good order and repair, so that the said city of Mobile and the inhabitants thereof, may at all times be supplied with such quantity of good wholesome water, as may be procured through the said aqueduct. And further, the said Henry Hitchcock covenants and agrees as aforesaid to surrender up the said "water-works" and all the appurtenances thereto belonging, unto the said mayor and aldermen, or their successors in office, in good order and condition, at the expiration of the said term of twenty years from the date hereof, they, the said mayor and aldermen, or their successors in office, paying to the said Henry Hitchcock, his executors, administrators or assigns, the amount which the said "water-works" have actually cost him, the said Henry Hitchcock, his executors, administrators or assigns, during said term of twenty years.

And further, the said Henry Hitchcock covenants and agrees at all times during the said term, to suffer and permit the said mayor and aldermen of the city of Mobile, and their successors in office, to use at least two hydrants to each square within said city, where there are pipes laid down, as may be necessary for washing streets, and take therefrom as much water as may be necessary therefor, and

in case of a conflagration or fire of buildings, as much water as may be necessary from any and all parts of the said "water-works." And the said mayor and aldermen of the city of Mobile, for themselves and their successors in office, hereby covenant and agree (he, the said Henry Hitchcock, well and truly complying with all and singular the foregoing stipulations and agreements on his part to be done, performed, and complied with) that he and his heirs, executors, administrators and assigns, shall and may retain the quiet possession of the said "water-works" and their appurtenances for the said term of twenty years, without let, molestation and hindrance of the said mayor and aldermen, or their successors in office, or any person or persons claiming by, through or under them. And that the said Henry Hitchcock, his executors, administrators and assigns, shall, during the said term of twenty years, have the exclusive privilege of furnishing to the citizens and inhabitants of the city of Mobile, water from the aqueduct or water-works aforesaid, at a sum or price which shall at no time be less than the following rates, to be paid by the person or persons receiving the same, and payable in advance :

To wit: twenty dollars for each family of six persons ; first, for each person in private dwellings, including servants (and persons from one to twelve years of age, to be estimated as two for one) two dollars per annum ; secondly, for retail grocery stores fifty dollars per annum, each ; third, for grocery stores where liquor is not retailed in quantities less than one quart, twenty-five dollars per annum ; fourth, for dry-goods stores without twenty dollars each ; fifth, for liquor stores doing the business of drawing off and bottling wine and other liquors, one hundred dollars each ; sixth, for coffee-houses, one hundred dollars each ; seventh, for oyster-houses, one hundred dollars each ; eighth, for confectioneries, fifty dollars each ; ninth, for a bath for a private family, five dollars each ; tenth, for a horse, three dollars each ; eleventh, for a carriage, three dollars each ; twelfth, for the use of ships, steamboats, vessels, and other water craft, per hogshead of 120 gallons, fifty cents each hogshead ; thirteenth,

for manufactories, hotels, taverns, boarding-houses, steam-mills, tan-yards, brick-yards, soda shops, livery stables, public baths, bakeries, dying, scouring and renovating establishments, not enumerated, may be supplied at an annual charge, according to the quantity of water that may be required, on such terms as the parties may agree; one hundred and twenty gallons for every twenty-four hours being estimated as the quantity consumed by a private family consisting of six grown persons, which said rates may be increased, raised and regulated by the said mayor and aldermen of the city of Mobile, or their successors in office from time to time, as may be deemed necessary and proper. And further, he, the said Henry Hitchcock, his executors, administrators and assigns, shall have the power to have, collect and receive from each and every person who shall take or receive water from the said water-works, the rates or prices per annum which may or shall be fixed and determined on by the said mayor and aldermen, or their successors in office; and further, shall have the power and authority to make such alterations and repairs upon the said works, and to erect such new works, and in such a manner as he may deem necessary and proper, and may at will change the fountain head, and conduct the water from any part of the Three Mile creek, so called, so that the same be good and wholesome, he, the said Henry Hitchcock, procuring at his cost the necessary ground for the reservoir or reservoirs, and that through which the pipes shall pass.

And the said mayor and aldermen of Mobile, for themselves and their successors in office, hereby further covenant and agree, that they will, at the expiration of the said term of twenty years, he the said Henry Hitchcock, his executors, administrators, or assigns, delivering up the said "water-works" and appurtenances in good order and repair, pay to him or them the actual cost and expenses which he or they shall have laid out and expended and which may be put upon the said works by him or them, or any of them, either by reason of repairs, or addition to the present works, or by alterations or improvements made

upon the said water-works during the said term of twenty years above stated.

In testimony whereof the mayor of the said city of Mobile, in the name and by the authority of the said mayor and aldermen of the said city of Mobile hath hereunto set his hand and seal of office, and the said Henry Hitchcock hath hereunto set his hand and seal the day and year first above written.

AN ACT to incorporate the Mobile Aqueduct Company.

Dec. 25th,  
1837.

Books of  
subscription  
opened.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Alabama, in General Assembly convened,* That books of subscription for the capital stock of the "Mobile Aqueduct Company" shall be opened at the mayor's office, in the city of Mobile, on the first Monday in January next, at ten o'clock in the morning and continue open from 10 A. M., to 3 o'clock, P. M., from day to day (Sunday excepted) till the sum of \$150,000 00 shall be subscribed, that said subscription shall be made under the superintendence of the mayor of the said city and any one of the aldermen, and in the absence of the mayor, of any two of the aldermen of said city.

Election of  
officers.

SEC. 2. *And be it further enacted,* That so soon as \$100,000 00 shall be subscribed, the mayor of the said city shall notify the subscribers by giving ten days' notice thereof in one of the newspapers published in the said city of Mobile, at which time the said subscribers shall meet at the said mayor's office and choose by ballot a president and four directors, who shall serve until the first Monday in January next after their election, and until their successors shall be duly elected, which shall be done annually on the first Monday in January, at the office of the company, but should no election be held on that day in any year, the same may be held at any time hereafter, on giving ten days' notice as aforesaid, of the time and place, by the president or any three of the directors or stockholders.

SEC. 3. *And be it further enacted,* That the said capital stock of said company shall be divided into shares of fifty dollars each, and that ten dollars on each share subscribed shall be paid at the time of subscribing ; \$15.00 in sixty days ; \$15 00 in one hundred and twenty days, and \$10 00 in one hundred and fifty days thereafter, unless the directors shall give longer, which shall only be done upon receiving good security for the same, and should any subscriber fail to pay an installment as the same falls due, the amount paid thereon shall be forfeited to the company, and the stock so forfeited shall be re-sold as aforesaid.

SEC. 4. *And be it further enacted,* That from and after the first election, as provided by the 2d section of this Act, the said subscribers shall constitute a body politic and corporate, by the name and style of the "Mobile Aqueduct Company," and as such, shall be taken, known and held in law, and shall so continue until the first day of December, 1856, and until they shall have been purchased out by the corporation of the city of Mobile, as is hereinafter provided ; during which period the said company shall have and enjoy all the rights, privileges, and immunities which are contained in the Act entitled, "An Act to incorporate an Aqueduct Company in the city of Mobile," passed the 20th day of December, 1820, which Act, except as modified by this Act, is hereby revived and declared to be in force, during the continuance of this Act.

SEC. 5. *And be it further enacted,* That the contract made and entered into by and between the mayor and aldermen of the city of Mobile, and Henry Hitchcock, on the first day of December, 1836, and which is recorded in the county clerk's office in Mobile, in which the said Henry Hitchcock became the lessee of the present city water-works, for the period of twenty years from the date thereof, be and the same is hereby recognized and confirmed ; and upon the said Henry Hitchcock and his executors or administrators assigning the same to the company hereby incorporated, which he is hereby authorized to do the same in all its parts, shall inure to the benefit of said company, and the said company shall be subject to all the covenants

Capital stock, how divided.

Name. Powers.

Length of continuance.

Vested with the powers under Act 20th Dec., 1820.

Contract with Hitchcock ratified.

To inure to this company.

contained therein, to be performed by said Henry Hitchcock.

Board may appoint officers.

SEC. 6. *And be it further enacted*, That the said president and directors shall appoint a secretary and such other officers, engineers and agents as they may think proper, and the same to displace. They shall keep a journal and proper records of all their proceedings, which shall be subject to the inspection of the stockholders. A statement of the affairs of the company shall be laid before the stockholders at each annual election ; semi-annual dividends of such portion of the profits as the directors shall think proper shall be declared and paid to the stockholders. The directors may make all needful rules and regulations relating to the management of the company, and the supply of water ; and they shall be permitted the use of the streets in the city of Mobile, free of charge, for the purpose of laying down pipes for the conveyance of water.

May make rules.

May use the street.

Incorporations may subscribe.

SEC. 7. *And be it further enacted*, That the several incorporated banking and insurance companies in the city of Mobile, except the branch of the Bank of the State of Alabama, at Mobile, be, and they are hereby authorized to subscribe a sum not exceeding ten thousand dollars each, towards the capital stock of, said company.

How rights of company may be acquired by city of Mobile.

SEC. 8. *And be it further enacted*, That so soon after the first day of December, 1856, as the said corporation of Mobile shall pay to the said company the cost of the said works, in conformity with their contract before referred to with the said Henry Hitchcock, then this Act shall cease to operate, and not before ; *provided*, that the said company shall have power to collect its debts, and wind up its affairs.

APPROVED Dec. 25th, 1837.

MOBILE, January 17th, 1838.

Letter of Henry Hitchcock to the city authorities in reference to the last Act.

*To the Mayor and Aldermen of the City of Mobile :*

GENTLEMEN :—I take the liberty to inclose a copy of a charter to incorporate the "Mobile Aqueduct Company," obtained by me at the last session of the legislature. By a reference to this Act it will be seen that the Act of 1820

is revived, that the contract made by the corporation with me is confirmed, and that the privileges of it are authorized to be transferred to the new company. To carry this into effect, I propose to assign the contract to the company upon the following terms :

1st. That the corporation take as stock the amount for which the works were sold to me, say \$26,000 00, and that they cancel the notes held by them, given by me, and that the corporation thereupon receive certificates of stock to the amount of \$26,000 00, or in case the corporation decline taking the stock, that I be allowed to subscribe the same, and I pay the notes.

2d. That the company take from me the piece of ground at the creek,  $3\frac{35}{100}$ th acres, purchased for the location of the steam engine, and the supply of water, and also that purchased of Charles Steel,  $2\frac{21}{100}$ th acres, for the site of a reservoir, at the prices I bought at, with the costs of surveys, &c., already made, and which amount in all to \$7,603 $\frac{44}{100}$ .

3d. That the company pay me \$10,000 00 for the privilege of the charter, in stock of the company, at par.

Under these conditions, so soon as \$100,000 00 shall be subscribed by individuals, I hereby bind myself to assign the contract to the company.

Your ob't serv't,

HENRY HITCHCOCK.

The committee to whom was referred the proposition of Henry Hitchcock, Esq., on the subject of the city water-works, beg leave to report the following resoluion, and to recommend its adoption :

Report of committee of the city authorities on Henry Hitchcock's communication.

*Resolved*, By the mayor and aldermen of the city of Mobile, that on the organization of the " Mobile Aqueduct Company," incorporated by Act of the legislature, and approved Dec. 25th, 1837, the city will invest the notes of H. Hitchcock, Esq., amounting to twenty-six thousand dollars, in the stock of said company, and for certificates of stock to that amount, will cancel or surrender to H. Hitch-

Resolution adopted thereon.

cock, the said notes given in payment for the lease and materials of the city water works.

GEORGE WALTON.

MOSES RYAN.

JOHN FOWLER.

J. B. TODD.

This resolution was adopted by the Board.

NEW ORLEANS, January 29th, 1838.

Letter of Albert Stein to Henry Hitchcock in reference to reservoir, steam engine and pumps.

HON. H. HITCHCOCK :

SIR :—You have again complimented me, by asking my opinion concerning “the best mode of introducing water from the Three Mile creek into the city of Mobile, the plan for the reservoir, steam engine and pumps, the length and bore of the main pipe, &c. &c., with the cost of the works, and their probable income.”

As to supply of water from Three Mile creek for 50,000 to 60,000 people, and sufficiency for cleaning streets and extinguishing fires.

I examined the creek last year, and found it to contain an abundant supply of excellent water—fully adequate to furnish a population of 50,000 or 60,000 persons with wholesome water for all domestic purposes, and at the same time to furnish an ample supply for all public objects, in cleaning streets and extinguishing fires.

As to the mode of introducing the water into the city.

The mode of introducing this water must be by constructing a reservoir about 1000 yards from the margin of the creek, where there is an eligible site ; the reservoir to be filled by forcing pumps, and the water so obtained to be conveyed to the city, as far as Dauphin street, by a main pipe, 2700 yards in length.

Engineer must make plan of reservoir, steam engine and pumps.

It would be invidious and useless for me to give a plan for the reservoir, steam engine and pumps, not to be constructed by myself. This must be left to the engineer actually engaged ; and their dimensions based on the quantity of water necessary for all public and private purposes.

As to the costs and income of the water-works

In considering the cost and income of the works, it will be necessary to recollect that 10,000 feet of cast iron pipes have already been laid, which can be rendered available ; and that there are 6000 feet 6-inch pipes on hand, thus considerably diminishing the outlay. And it will be equally essential to remember that, while the cost of materials and

labor are becoming gradually diminished, in the course of time, the demand for the water will be commensurate with the increased population of Mobile ; so that the cost of constructing and maintaining the works must be gradually lessened, while the revenue arising from their use will be as certainly augmented. The estimate of the cost and income must be based on a knowledge of these facts.

I send you a plan of your city, that you may perceive the necessary distribution of pipes through the streets, and also a profile of the line of pipes from the creek, where the engine and pump-house should be erected, to the site of the reservoir, thence to Dauphin, and along Dauphin to the river. From the creek to the reservoir, 1000 yards of pipes of 10-inch bore will be required, and the main pipe from the reservoir into the city should be 12-inch bore. The pipes required in Dauphin street, 1,350 yards, should be 10 and 8-inch bore, being for about 2,400 yards. Fire plugs are to be erected along the line of the pipes, for the purpose of extinguishing fires and washing streets, and stop-cocks placed to shut off the water from the pipes for repairs, making attachments or cleaning them. The mean height to which the water has to be raised from the creek into the reservoir, is 40 feet. The site for the reservoir is 20 feet higher than the highest ground in the city. I have made a minute enumeration of all required to raise and distribute 600,000 gallons per day, and an estimate accordingly, including the reservoir, the engine and pumps, and the pump-house. But it is not necessary to give you the particulars in detail. You may, however, rest assured that I have endeavored to be accurate in every particular, and you can be satisfied of the result thus briefly given of the probable cost :

Where the engine and pumps are to be erected

Site of the reservoir.

Fire plugs to extinguish fires and washing streets.

Water to be raised 20 feet higher than the highest point in the city. Costs to raise and distribute 600,000 gallons per day.

Accurate and particular statement by figures

Distribution of pipes agreeably to plan,	- - -	\$65,171 50
Reservoir,	- - - - -	25,000 00
Engine and pump-house,	- - - - -	10,000 00
Engine and pumps,	- - - - -	12,000 00
Incidental expenses, etc.,	- - - - -	7,828 50
		<hr/>
		120,000 00

The whole outlay, exclusive of the land for the house and reservoir, would therefore be \$120,000. The distribution (as set down) embraces a line of pipes from the pumps to the reservoir, thence to Dearborn in Dauphin street, thence along Dauphin street to the river. In Dearborn from Church street to Adams, and in Joachim street, the same distance, amounting in all to upwards of 425 miles of pipes including those necessary for fire plugs.

425 miles of pipe.

Income.

In ascertaining the probable income, we must calculate the annual cost of supplying the water, and the quantity of water likely to be required and consumed by the people of Mobile. As the creek water is of a very superior quality, and as all families capable of having it conveyed to their premises are almost certain to be customers, we may believe that at least 2000 will daily require its supply. Counting six persons in a family, and allowing each 30 gallons a day for every purpose, the quantity required per diem for consumption and supply will be 360,000 gallons.

2,000 families, with 6 persons in each; 30 gallons per day for each person.

To raise and distribute it will cost \$5,000 each year.

To raise such a quantity into the reservoir and distribute it through the streets and hydrants, would not cost more annually than \$5,000. And if a larger quantity be hereafter necessary, the annual cost will be very little increased, so that while an increased consumption of the water by families will certainly increase the profits of the works, the increased supply will augment their cost of maintenance. This difference must be greatly to the advantage of the corporation, and will be more sensibly felt in three or four years. At present, however, the probable income will be ascertained on the above data.

2,000 families, at \$20,	-	-	-	-	\$40,000 00
Annual cost,	-	-	-	-	5,000 00
					\$35,000 00
Receipt,	-	-	-	-	\$35,000 00
Interest on capital, \$200,000, at 6 $\frac{1}{4}$ ,	-	-	-	-	12,000 00
					\$23,000 00

Net income on this basis.

Income will be greatly increased.

You will perceive that had I assumed that 2,500 families would require water, as in a very few years will be the case, or had I assumed 25 or 30 dollars as the annual average

charge for each family, the clear income would be much greater.

In conclusion, I am clearly of opinion that the works can be easily constructed ; that the creek can afford an abundant supply of limpid and soft water ; that the Mobilians will generally use it, and that the works will shortly bring a handsome income.\*

I have the honor to be your most obedient,

ALBERT STEIN.

AN ACT for the promotion of the health and convenience of the City of Jan. 7, 1841.  
Mobile, by the introduction into said City, of a supply of wholesome  
Water, to be used for domestic purposes and the extinguishment of Fires.

SECTION 1. *Be it enacted by the Senate and House of* Agreement with Albert Stein, confirmed.  
*Representatives of the State of Alabama, in General Assembly convened,* That the agreement made and executed by and between the mayor, aldermen and common council of the city of Mobile, of the one part, and Albert Stein, of the other part, bearing date the 26th day of December, A. D. 1840, be, and the same is hereby fully confirmed.

Articles of Agreement, made and entered into the Agreement made 26th Dec., 1840.  
26th day of December, in the year one thousand eight hundred and forty, by and between the mayor, aldermen and common council of the city of Mobile, of the first part, and Albert Stein of the second part, witnesseth :

That the said mayor, aldermen and common council of the city of Mobile, for and in consideration of the covenants and agreements hereinafter contained, mentioned, and reserved on the part of the said Albert Stein, his executors, administrators and assigns, to be paid, kept, done and performed, have granted, and by these presents do grant unto the said Albert Stein, his heirs, executors, administrators or assigns, the sole privilege of supplying the city of Mobile with water from the Three Mile creek, for twenty years from the date of this agreement, as well as all the advantages and benefits which accrue to the said mayor, alder-

Granting the privilege of supplying water from Three Mile creek for 20 years from date of this agreement.

\* Henry Hitchcock died in August, 1839.

The benefit of the Act of 20<sup>th</sup> Dec., 1820 and the ordinances of the city.

And by the Act of incorporation.

And by the Act 23<sup>d</sup> Dec. 1837.

Value when delivered up to city to be determined by six arbitrators.

If they disagree, to be left to the water committee of Philadelphia

To be on day that award is made.

men and common council, from, by or under an Act of the legislature of the State of Alabama, entitled, "An Act to incorporate an Aqueduct Company, in the city of Mobile," passed December 20<sup>th</sup>, 1820, and all ordinances and resolutions passed by the said mayor, aldermen and common council, or by the mayor and aldermen of the city of Mobile, under and by virtue of the said Act, or by the Act of incorporation of the said city of Mobile, and the several Acts amendatory thereto, which in any way or manner relate to the said city water-works, or the right to supply said city with water, as well as all the benefits and advantages which accrue to the said mayor, aldermen and common council, or the mayor and aldermen of the city of Mobile, from, by, or under an Act of the legislature of the State of Alabama, entitled "An Act to incorporate the Mobile Aqueduct Company," passed December 23<sup>d</sup>, 1837, to have and to hold the above mentioned and described privileges, together with all and singular, the appurtenances unto the same belonging, or in any wise appertaining, unto the said Albert Stein, his executors, administrators and assigns, delivering up the said water-works and appurtenances in good order and condition, pay to him, his executors, administrators or assigns, their actual value as determined by six arbitrators, three to be chosen by the mayor, aldermen and common council of the city of Mobile, and three by the said Albert Stein, his executors, administrators or assigns: *provided*, that the said arbitrators shall not be members of the corporation of the city of Mobile. If they agree, and so report in writing, their award shall be binding on the respective parties, but in case of disagreement, the value of the works shall be left to the watering committee of the city of Philadelphia, or such committee of the city of Philadelphia, by whatever name, as may be charged with the water-works of said city, whose decision and award in writing, reported to the mayor, aldermen and common council of the city of Mobile, shall be binding and conclusive. The amount so agreed upon shall be paid on the same day on which the said award shall be reported, and the water-works, and all appurtenances

thereunto belonging, shall be delivered over to the corporation of the city of Mobile, by the said Albert Stein, his executors, administrators or assigns; and the said parties of the first part hereby covenant and agree with the said party of the second part, his executors, administrators and assigns, that he, his executors, administrators and assigns, shall have quiet possession of the said works during their erection, and after they shall be completed, for the said term of twenty years, and for any further time, until the said parties of the first part, or their successors in office, shall redeem said works from the said party of the second part, his executors, heirs, administrators or assigns, according to the aforesaid stipulation. And further, that they shall, as soon as possible, obtain from the legislature of the State of Alabama, an Act sanctioning this agreement and the stipulation thereof, as herein contained, with such other provisions as may be inserted by consent of the said parties. And the said mayor, aldermen and common council of the city of Mobile, for themselves, and their successors in office, hereby covenant and agree, (he, the said Albert Stein, his executors, administrators and assigns, well and truly complying with all and singular the within stipulations and agreements on his part to be done, performed, and complied with) that he and his executors, administrators and assigns, shall and may retain quiet possession of the said water-works for the said term of twenty years, without let, molestation or hindrance of the said mayor, aldermen and common council, or their successors in office, or any person or persons claiming by, through or under them. And that the said Albert Stein, his executors, administrators and assigns, shall, during the said term of twenty years or any further time, until said works are redeemed, as above stipulated, have the exclusive privilege of supplying to the citizens and inhabitants of the city of Mobile, water from the water-works aforesaid, at the sum or price which shall at no time exceed the following rates, to be paid by the person or persons receiving the water, *and payable in advance*, to wit:

Quiet possession until redeemed.

To be sanctioned by legislature of Alabama.

Quiet possession.

Exclusive privileges of supplying water from the water-works, Not to exceed rates here set forth

- For families of 6, \$20; for each additional, \$2; under 12 years, half price.
- Retail grocery, \$12.
- Retail grocery, where liquor is retailed, \$20 to \$50.
- Liquor stores \$30 to \$75.
- Stores, \$12.
- Baths, \$5.
- Horse, \$3.
- Carriage, \$2.
- Hogsheads for ships, &c. 50 cents.
- Coffee-houses, &c., an l all others to be agreed on.
- May collect as above.
- May conduct water from Three Mile creek, he paying for ground to place reservoir, engine an l pump-house, &c.
- 1st. For every family consisting of six persons, twenty dollars per annum, and two dollars for every person additional (and persons from one to twelve years of age, are to be estimated as two for one.)
- 2d. For retail grocery stores, where liquor is not retailed, twelve dollars per annum.
- 3d. For retail grocery stores, where liquor is sold in quantities less than one quart, from twenty to fifty dollars per annum.
- 4th. For liquor stores, doing the business of drawing off and bottling wine and other liquors, from thirty to seventy-five dollars per annum.
- 5th. For stores without families, offices, &c., twelve dollars per annum.
- 6th. For baths for private families, five dollars each, per annum.
- 7th. For a horse, three dollars per annum.
- 8th. For a carriage, three dollars per annum.
- 9th. For the use of ships, steamboats, vessels, and other water craft, per hogshead of 120 gallons, fifty cents each.
- 10th. For coffee-houses, oyster-houses, confectioneries, manufactories, hotels, taverns, boarding-houses, steam-mills, tan-yards, brick-yards, soda shops, livery-stables, public baths, bakeries, dying, scouring, and renovating or other establishments not herein enumerated, may be supplied at an annual charge, according to the quantity of water that may be required, on such terms as the parties may agree upon.
- And further, the said Albert Stein, his executors, administrators and assigns, shall have the power to collect and receive from each and every person or persons, who shall take and receive water from the water-works, the foregoing rates or prices per annum, and further shall have power and authority to conduct the water from any part of the "Three Mile creek" so called, so that the same may be good and wholesome, he, the said Albert Stein, his executors, administrators or assigns procuring at his or their cost, the necessary ground for the reservoir, engine and pump house, and that through which the pipes shall pass.

And the said Albert Stein, for himself and his executors, administrators and assigns, doth hereby covenant and agree to and with the said party of the first part, and their successors in office, that he will introduce the water into the city of Mobile within the space of two years from the date hereof, so that the said city of Mobile and the inhabitants thereof may at all times be supplied *with such a quantity of water as may be procured through the said pipes as far as they are laid*; and further, the said Albert Stein covenants and agrees as aforesaid, to surrender up the said water-works, and all the appurtenances thereto, to the said mayor, aldermen and common council, or their successors in office, at the expiration of the said term of twenty years from the date hereof, they, the said mayor, aldermen and common council, or their successors in office paying the said Albert Stein the value of the works determined as before mentioned.

To be introduced within 2 years.

Shall at all times, supply sufficient water.

And further, the said Albert Stein covenants and agrees at all times during the said term of twenty years, to suffer and permit the said mayor, aldermen and common council of the city of Mobile and their successors in office, to use two fire plugs and no more, at all times, within said city, where the pipes are laid down as often as may be necessary for washing the gutters of the streets, and in case of a conflagration or fire of buildings, as much water as may be necessary from any and all parts of the works. And further, the said Albert Stein, for himself, his executors, administrators and assigns, doth hereby covenant and agree, to and with the said party of the first part, that he will pay or cause to be paid unto the said mayor, aldermen and common council, or their successors in office, for the pipes which they have on hand and those laid in the ground, *which may be found fit for use*, the same rates and prices, and on the same terms as pipes of the same size and quality may be procured at, to be delivered in Mobile at the time when he, the said Albert Stein, may take into possession and use the said pipes now belonging to the said mayor, aldermen and common council.

City to use two fire plugs at all times, for washing gutters.

And in case of fire as much as is necessary, from all parts of works.

Stein shall pay for pipes same rate that city paid.

Old water-works to be abandoned.

And further it is understood between the contracting parties hereto, that as soon as the water is introduced under this agreement, the present water-works shall be abandoned and totally discontinued.

Shall be 4 fire plugs to each square of ground.

And further, the said Albert Stein doth hereby covenant and agree to place and so arrange the fire plugs that there shall be four fire plugs to each square of ground where the pipes are laid.

Water for guard house and city hospital, free.

It is further stipulated, understood and agreed, that the party of the second part, his executors, administrators or assigns, will grant to the corporation the use of the water for the city hospital and guard house free of charge.

Forfeited, if not introduced within 2 years.

It is further agreed and understood between the parties hereto, that if the party of the second part does not introduce the water into the city within two years from the date of this contract, he will forfeit not only the privilege and advantages of this contract, but also all improvements and expenses that he may have incurred, the same to inure to the use and benefit of the city.

To be commenced within one year after Act of legislature.

It is further understood and agreed between the parties hereto, that the party of the second part hereby covenants and binds himself, his heirs, executors, administrators and assigns, in the penal sum of ten thousand dollars, that he will commence the aforesaid works within one month after obtaining the consent of the legislature of the State of Alabama, to the stipulations, agreements and transfers herein made and contained, and that he will prosecute said works to completion with due speed and diligence.

Signed,

EDWARD HALL, *Mayor*.

ALBERT STEIN.

Per. pro LEWIS TROOST.

*Signed—attest :*

[SEAL.]

H. P. ENSIGN, *Clerk*.

Per. pro JNO. P. REMY.

Powers and privileges under Act of 20th Dec., 1820 not inconsistent with contract transferred to Stein.

SEC. 2. *And be it further enacted,* That all the rights, powers, privileges and immunities which were granted the Mobile Aqueduct Company, and to the mayor and aldermen of the city of Mobile, by an Act of the general assembly of the State of Alabama, passed on the 20th day

of December, 1820, not inconsistent with the terms of the beforementioned agreement be, and the same is hereby granted, vested in and confirmed to the said Albert Stein and assigns.

SEC. 3. *And be it further enacted*, That all the rights, powers, privileges and immunities which were granted to the Mobile Aqueduct Company, and to the mayor and aldermen of the city of Mobile by an Act of the general assembly of the State of Alabama, passed on the 25th day of December, 1837, not inconsistent with the terms of the beforementioned agreement be, and the same are hereby granted, vested in and confirmed to the said Albert Stein and his assigns.

Same as to  
Act 25th  
Dec., 1837.

SEC. 4. *And be it further enacted*, That the said Albert Stein and his assigns, by themselves and their agents, shall have full power and authority to use such of the public roads in the county of Mobile as may be in the direct route between the reservoir and fountain head of the water-works hereby to be erected, and the city of Mobile, for the purpose of laying the pipes for conducting the water into said city free from all charge or claim for damage therefor: *provided*, that the said Albert Stein and his assigns shall, at their own proper cost and charge, keep and preserve any portion of any of the said public roads, so used by them as aforesaid, in full and complete repair so long as the same may be used by them as aforesaid.

Privilege of  
using roads.

SEC. 5. *And be it further enacted*, That the said Albert Stein and his assigns shall have full power and authority to dispose of any and all of the aforesaid privileges, rights and immunities by deed, and that the said Albert Stein and his assigns may mortgage the said privileges, rights and immunities, by deed, to all and every person or persons whatsoever, and that the grantees of said Albert Stein and his assigns shall take and enjoy all and every right, privilege and immunity which the said Albert Stein might or could enjoy by virtue of the aforesaid agreement, and this Act, whether the same be granted absolutely or by way of mortgage or pledge.

May assign  
mortgage or  
transfer.

APPROVED January 7th, 1841.

Dec. 25th,  
1841.

AN ACT to be entitled an Act to amend an Act passed the 7th day of January, 1841, entitled An Act for the promotion of the Health and Convenience of the City of Mobile, by the introduction into said City, of a supply of wholesome Water, to be used for domestic purposes, and for the extinguishment of Fires.

Duty of  
judge.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Alabama, in General Assembly convened,* That it shall be lawful for Albert Stein, his executors, administrators and assigns, as often as it may be necessary, during the continuance of the privileges granted in the Act to which this Act is amendatory, to apply at any time to the judge of the county court of Mobile county, or in his absence to the clerk thereof, for a writ of *ad quod damnum*, which it shall be the duty of the said judge or clerk to issue immediately on such application, directed to the sheriff of Mobile county, commanding him to summon the proprietors of land at any point on the Bayou Chatogue or Three Mile creek, at which the said Albert Stein, his executors, administrators or assigns, shall conclude to fix his or their aqueduct, dams or reservoir, and also the proprietors of lands above and below the said points on the said bayou and creek, who may claim compensation for damages, in consequence of the said works, and also to summon a jury of seven discreet freeholders of the said county to view the said premises, at a time not exceeding ten days from the issuing of the writ aforesaid; and the jury shall examine the banks of the stream above and below the said points, and shall ascertain what amount of damage the said proprietors may sustain by the withdrawal of water or otherwise in consequence of the erection of the said works.

Jury.

And if the said Albert Stein, his executors, administrators and assigns, shall require any land for the use of his canal or ditches, or through which to pass his pipes, or for any of the purposes authorized by the Act to which this is amendatory, then the said jury shall ascertain the damage that the owner of the said land may sustain in consequence thereof; and it shall be the duty of the sheriff to return the verdict or verdicts of the said jury to the clerk of the county court, as soon as the same shall have been agreed upon by the said jury, or a majority of the same.

Damages  
ascertained.

SEC. 2. *And be it further enacted,* That any of the parties interested may, within ten days after the return of the said inquisition as aforesaid, except to the award of the said jury; and if within that time no exceptions to the said award shall be filed with the clerk of the said county court, then the judge of the said court shall forthwith make an order or decree, which shall vest absolute rights and ownership in the said Albert Stein, his executors, administrators and assigns, in and to the land, water, privilege or right that shall have been condemned by the said jury, and in the said proprietors to the money that shall have been assessed: *provided,* that if the said Albert Stein shall not fulfill the decree within thirty days from the entry of the same, he shall take no benefit therefrom.

SEC. 3. *And be it further enacted,* That if exceptions to the said award be filed as aforesaid, the same shall be heard and decided on by the said judge, at the next session of the court for testamentary or orphan business, or on some day appointed by the said judge, of which all parties interested shall have due notice. And the parties excepting may, at the hearing, propound his interest, and exhibit and prove the damage he may sustain, and the said judge may examine and decide upon all matters put in issue, and may, upon the application of either party, cause a jury to be impaneled, to determine any issue of fact in the cause, and either party may subpoena witnesses, the cost of whose attendance, as well as the costs of the appeal, shall be borne by the party against whom the judge may decide.

SEC. 4. *And be it further enacted,* That it shall be the duty of the sheriff to administer an oath to the said jurors, as in other cases of the execution of the said writ.

SEC. 5. *And be it further enacted,* That it shall always be lawful for the said Albert Stein, his executors, administrators and assigns, instead of the writ of "*ad quod damnum,*" allowed by the first section of this Act, to agree with the said proprietors, or any of them, upon the appointment of three arbitrators, and to apply to the said judge, or the clerk of the said court in his absence, by petition, stating the land, water, privileges or rights to be condemned.

and the willingness of the parties to refer the matter to the said arbitrators, and thereupon the said judge or clerk shall forthwith issue an order to the said arbitrators, stating the matter to them referred, and commanding them to view the premises, and ascertain the damages which may be sustained within ten days from the issuance of the said order, and to return their award to the said clerk. And it shall be the duty of the said arbitrators to ascertain the damage in the same manner as the jury are directed to do in the first section of this Act, and the said arbitrators, or a majority of them, shall make their award and return the same to the said clerk within five days after viewing the premises, and the same proceedings shall be sued upon the return of the said award, as are directed to be had upon the return of the inquisition in the second and third sections of this Act.

Arbitrators  
sworn.

SEC. 6. *And be it further enacted*, That the said arbitrators, before entering upon the investigation of the matters referred to them, shall take an oath or affirmation impartially to determine the matter to them subrittred, according to the equity of the case, to the best of their judgment, without favor or affection, which oath shall be administered by the said clerk or any justice of the peace.

APPROVED December 25th, 1841.

Feb'y 4th,  
1846.

AN ACT in aid of a Contract entered into between Albert Stein, and the Mayor, Aldermen, and Common Council of the City of Mobile.

Further  
privileges  
extended to  
sue before  
justice for  
water rents,  
&c.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Alabama, in General Assembly convened*, That from and after the passage of this Act, in addition to the other privileges heretofore granted to the Mobile Aqueduct Company, to the Mobile Water-Works Company, and to Albert Stein, and his associates, the present proprietors of the said works and privileges, it shall and may be lawful for the said Albert Stein, his associates and assigns, to proceed to collect before any justice of the peace in Mobile county, or any court of competent jurisdic-

tion in the State of Alabama, all such dues, demands, forfeitures, rents, sum and sums of money, as he, the said Albert Stein, his associates and assigns, may be entitled to by reason of the provisions of the contract made between him and the mayor, aldermen, and common council of the city of Mobile, by virtue of an Act of the senate and house of representatives of the State of Alabama, passed on the seventh day of January, eighteen hundred and forty-one, in like manner, as the said dues, and demands, rents, forfeitures, sum and sums of money, might heretofore have been collected before the mayor of the city of Mobile.

SEC. 2. *And be it further enacted,* That from and after the passage of this Act, that all the jurisdiction which has heretofore been vested in the mayor of the city of Mobile, touching and regarding the said Mobile Aqueduct Company, the said Mobile Water-Works Company, and the said Albert Stein, his associates and assigns, may be exercised by any justice of the peace for the county of Mobile, as fully and entirely as the said jurisdiction might have heretofore been exercised by the mayor of the city of Mobile.

Justice of peace to have same jurisdiction as mayor, of water demands.

APPROVED 4th February, 1846.

## GAS LIGHT CONTRACT.

This indenture, made and executed the twentieth day of September, in the year of our Lord, one thousand eight hundred and thirty-six, by and between James H. Caldwell, of the city of New Orleans, and State of Louisiana, of the first part, and the mayor and aldermen of the city of Mobile, of the second part, witnesseth: that the said James H. Caldwell, the party of the first part, for and in consideration of the covenants, agreements, and stipulations hereinafter contained, reserved and expressed, hath covenanted and agreed, and by these presents doth covenant and agree,

Gas contract with James H. Caldwell, Sept. 20th, 1836.