

Rohde & Co., D.	\$1.50
Hiley, A. J.	3.25
Scoville, Mfg. Co.	23.25
Strohecker & McDermid.	15.11
Thomlinson, A. R.	14.40
Trouker, P. E.	10.45
Walker, E. & Cogswell Co.	38.65
Warren Harness Co.	8.75
\$ 558.70	
Park Commissioners—	
Anderson Lumber Co.	17.65
Bird & Co., W. M.	21.72
Burton & Co., E. P.	6.91
Con. Ry., G. & E. Co.	7.50
Con. Ry., G. & E. Co.	5.00
Dingle, J. H.	1.50
Jeffords, W. G. Jr.	5.50
Oliver, Henry	351.36
Oliver, Henry	26.00
Riley, A. J.	91.60
\$ 558.69	
Public Markets—	
Con. Ry., G. & E. Co.	28.65
Con. Ry., G. & E. Co.	43.45
Consumers' Coal Co.	7.25
Duffy, N. G.	4.00
Mabus, H.	1.50
Masters, R. M.	10.30
O'Neill, Jno. P., chf. clk.	131.60
Riley, A. J.	11.90
\$ 227.55	
Storage Account—	
Bailey-Lebby Co.	20.92
Bollinger, Sam.	5.00
Johnson, W. & Co.	56.55
Mabus, H.	1.50
\$ 83.97	
Street Department—	
Anderson Lumber Co.	7.5
Brandt, I. V.	4.25
Bird & Co., W. M.	17.25
Cameron & Barkley Co.	441.29
Carolina Port, C'm't. Co.	4.25
Con. Ry., G. & E. Co.	55.12
Charleston Bag Mfg. Co.	10.30
Charleston Iron Works.	80.00
Charleston Water Works.	70
Coleman-Wagner Co.	15.00
Equitable Fire Ins. Co.	95.40
Hanley, M. J.	9.00
Heffron, James.	8.53
Heffron, James.	26.50
Holmes, W. E. & Co.	51.90
Hughes, Thomas.	49.30
Magrath, J. P.	13.50
Lengnath, J. P.	31.62
McInnes, B.	25.50
Meyer, H. A.	69.96
Meyer, E. A.	145.29
Molony & Carter.	216.20
Moseley, Wm.	12.50
News & Courier Co.	1.50
Pearlstone, I. M. & Son.	398.75
Plant System.	20.22
Riley, John F.	50
Southern Railway.	77.42
S. E. Lime & Cement Co.	372.99
Terry Fish Market.	9.75
Strohecker & McDermid.	12.00
Thomlinson, A. R.	10.20
Welling, C. E.	192.98
McGarey, T. F.	135.00
\$ 2,556.58	

Respectfully submitted,
 J. O. LEA, City Treasurer.
 Alderman Lapham presented the following:

REPORT OF SPECIAL COMMITTEE ON WATER AND LIGHT.

Your committee presents herewith the offer of the Charleston Light and Water Company for supplying the City of Charleston and its inhabitants with a continuous available supply of 5,000,000 gallons of water daily at all seasons, deliverable at the rate of \$600,000 gallons, daily, when required, under such pressure as will at all times maintain a pressure of fifty pounds per square inch, at the corner of King and John streets, and to extend the water mains to cover the city proper.

Said water, after filtration, to be good potable water, when delivered and suitable for domestic, laundry and manufacturing purposes and in accordance with tests fully set forth.

The maximum rate per annum, beyond which said company can not charge for 600 fire hydrants and for water to the amount of 300,000 gallons, daily, for sanitary and other corporate purposes, in addition to water for said hydrants, is \$4,000; and the maximum rates allowed to be charged to private consumers are duly specified and fully stated and the interests of the private citizen are guarded as carefully as possible.

All of which the said Charleston Light and Water Company agree to do under a thirty-year exclusive franchise, the city having the option of purchase at a certain price at any time within three years, and in any year thereafter at an increased price, all of which is fully specified in the grant.

Under all circumstances your committee would recommend the granting of said exclusive franchise, under the terms and conditions stated in the same.

Respectfully submitted,
 SAMUEL LAPHAM,
 GEO. W. WILLIAMS, JR.,
 R. G. RHETT,
 JOHN F. RAFFERTY,
 CHARLES W. KOLLOCK,
 J. ADGER SMYTH, Mayor.

Be it resolved, by the Mayor and Aldermen of the City Council of Charleston, in City Council assembled:

First, That under and by virtue of the power and authority conferred upon the said City Council by an act of the Legislature of the State of South Carolina entitled "An act to empower cities and towns of this State to give exclusive franchises to persons or corporations furnishing water or light thereto respectively, under certain conditions," approved February 25, 1906, and of every other power thereto enabling the said City Council and subject to ratification by the qualified electors of the said City of Charleston at an election to be called for that purpose, under the terms and provisions of the said act, the said City Council does hereby give, grant and ordain unto the Charleston Light and Water Company, a corporation organized under the laws of the State aforesaid, the sole and exclusive right, privilege and franchise to construct a system of water works within the limits of the City of Charleston as they now exist, or may hereafter be extended; and for a period commencing at the date of the ratification hereof by the qualified electors as aforesaid and ending at the expiration of thirty (30) years from the said date, the sole and exclusive right, privilege and franchise to maintain and operate said works for the purpose of supplying the said city and its inhabitants with water for private and public use, and during the period aforesaid the sole and exclusive right to use the streets, alleys, sidewalks and public grounds, and the rivers, streams and bridges within the present or future corporate limits, for placing, replacing, repairing, maintaining and operating mains, pipes, hydrants and all other structures and devices requisite for the service of water from time to time during the period aforesaid, and in the manner contemplated by this franchise, which rights, privileges and franchises above enumerated are, however given, granted and ordained upon the following express conditions, limitations, reservations and provisions, that is to say:

1. That the said Charleston Light and Water Company will build and equip, or cause to be built and equipped, in a thorough and workmanlike manner, and in accordance with the plans and specifications, prepared by the American Pipe

Manufacturing Company of Philadelphia, Pa., and identified by the signatures of the Mayor of the City of Charleston and the president of the said The Charleston Light and Water Company, a copy of which specifications is hereto annexed, a system of water works complete, of the capacity hereinafter stated, the said system involving the purchase of the plant of the present water works company and the use of the same so far as it may be available, the taking of water from a point on Goose Creek, in the county of Berkeley, in the State aforesaid, the filtration of said water, and the conveyance to and distribution throughout the City of Charleston by means of suitable pipes and mains of the said water when so filtered; which said plans and specifications may, however, with the consent of the Board of Water Commissioners hereinafter appointed, be modified or altered by the said The Charleston Light and Water Company, provided said modifications or alterations shall not be such as to impair the efficiency or capacity of the plant contemplated in said plans and specifications.

2. That the work of constructing the said plant shall begin within thirty (30) days from the ratification of this franchise by the electors of the City of Charleston at an election to be called for that purpose, and said plant shall be fully and finally completed and ready for use and operation within twelve (12) months from the date of the ratification aforesaid; provided, however, that if The Charleston Light and Water Company shall be prevented from beginning or prosecuting and completing the said works within the time herein fixed, by reason of the act of God, the public enemy, by strikes, by injunction or other legal proceedings, by municipal, State or national interference, or by any other cause beyond its control, then the time during which the said The Charleston Light and Water Company may be so delayed or prevented from beginning, prosecuting or completing said work, shall be added to the said period of thirty (30) days or twelve (12) months, as the case may be, hereinafter fixed for the beginning and completion of the said plant.

3. Detail plans and specifications shall from time to time be furnished by The Charleston Light and Water Company and approved by the Board of Water Commissioners, and the said system of water works shall be constructed, equipped and completed according to the said general and detail plans and specifications, and the Board of Water Commissioners of the City of Charleston hereinafter appointed, shall at all times have the right of inspection for the purpose of determining whether said plant has been so constructed, and of ascertaining the progress of the said work, and the quantity and quality of the work completed from time to time, provided that the said Board of Water Commissioners shall not in any way impede the construction of the aforesaid works; and, in case of any dispute arising relative to the said works, the same shall be settled by arbitration, The Charleston Light and Water Company appointing one arbitrator, the City Council of Charleston appointing one arbitrator, and the two arbitrators thus appointed appointing a third, the decision of the majority of the said arbitrators to be final and binding.

4. In the construction of the said plant The Charleston Light and Water Company shall exercise the greatest care and diligence in the use of streets, alleys and public places of the City of Charleston, shall cause no unnecessary stoppage or interruption of the public travel over or upon the same, nor any unnecessary injury to or interference with any pipes or sewers which may now be lawfully located beneath the surface thereof, and will promptly repair any injury which may be occasioned thereto. It shall cause all excavations and structures to be properly lighted at night, and when necessary, it shall station a watchman to guard the same, and after the completion of the work it shall restore the roads, highways streets, alleys and other public places to their former condition, without unnecessary delay. It shall further take every precaution against injury to life and limb or property happening in the construction of the said plant. And the said The Charleston Light and Water Company shall hold the City Council of Charleston harmless from any liability which may result to it by means of any violation of this section.

5. That the supply of water at the point of intake on Goose Creek shall not be less than a continuous available supply of five million gallons per twenty-four (24) hours at all seasons, and the system of works to be constructed by The Charleston Light and Water Company shall be capable at all times and seasons of delivering the said five million gallons of water at the rate of eight million gallons per twenty-four hours, within the limits of the City of Charleston, and shall deliver all the water that may be required for public and private consumption within the limits of the City of Charleston up to five million gallons per twenty-four hours; and when required shall deliver the said five million gallons at the rate of eight million gallons per twenty-four hours, under such pressure as will maintain fifty (50) pounds pressure per square inch at the corner of King and John streets in said city, and at such pressure in all parts of the city as to meet the reasonable requirements of satisfactory domestic service; Provided, that any water delivered to consumers or industries, or for any other purpose outside of the city limits shall be added to the quantity measured within said city to bring the total up to five million gallons per twenty-four hours.

6. That upon the completion of the said plant The Charleston Light and Water Company shall notify the said Board of Water Commissioners and shall submit the said works for the inspection and approval of the said board; and with a view of determining whether the said works have been completed in accordance with the provisions of this franchise, the said works shall be submitted to the tests hereinafter stated; and in case of any dispute with reference to said works, or any part thereof, such dispute shall be submitted to and decided by arbitration in the manner hereinafter provided.

The tests hereinafter stated shall be as follows, viz:

Each of the two main high service pumping engines shall have a capacity of not less than five million gallons, and a third a capacity of three million gallons per twenty-four hours, under a test working pressure of one hundred and twenty pounds per square inch. The duty of each pumping engine shall be not less than seventy-five million foot pounds per thousand pounds of dry steam; the boiler pressure shall not be less than one hundred and twenty-five pounds per square inch while the said duty test is being made. The slip of the pumps shall not be greater than three per cent. For the purposes of the duty tests, The Charleston Light and Water Company shall have the right to waste the water near the pumping station and the said duty test shall be made independently of said other tests. The pumps shall work smoothly and be free from pound, undue noise, or heating of the bearings. The pumping main to the city

shall be subject to a hydrostatic test of one hundred and twenty-five pounds per square inch, and should any defects develop they shall be immediately repaired. To test the capacity of the works, The Charleston Light and Water Company shall operate the same for two months and furnish to the water distribution system five million gallons per twenty-four hours, while the pressure at King and John streets in said city is maintained at fifty pounds per square inch. The City Council of Charleston shall furnish means for disposing of said water, and the measurement of the quantity shall be made by the displacement of the pumps, but if the City Council of Charleston wishes to measure the quantity of water it shall have the right to use a meter, weir, or other accurate means of measuring the said water.

If necessary a test shall be made to determine the amount of leakage in the mains laid between the said pumping station and the city limits, and any leakage or defects found in said mains or any other pipes laid by The Charleston Light and Water Company or any of the mains in the old system shall be repaired by The Charleston Light and Water Company.

The water after filtration shall show a removal of at least eighty-five per cent of the matter held in suspension, eighty per cent of the color by the Platinum Cobalt standard, and eighty-five per cent of the albuminoid ammonia held in suspension; that when the number of bacteria in the unfiltered water is three thousand or more, in the filtered water there shall be an average bacterial reduction of not less than ninety-seven per cent, and when the unfiltered water contains less than three thousand bacteria per cubic centimeter the number remaining in the filtered water shall not exceed one hundred per cubic centimeter; the hardness of the water by the soap test shall not be greater than forty-five parts per million; and the filtered water shall be free from objectionable odor and taste; and the chlorine in the water shall not exceed eighty-five parts per million; provided all solids exclusive of common salt shall not exceed seventy-five parts per million.

7. The Charleston Light and Water Company will be authorized to issue capital stock to the extent of one million dollars (\$1,000,000), and will be authorized to execute and issue bonds of the character hereinafter described, not exceeding one million five hundred thousand dollars (\$1,500,000), securing the same by a mortgage of all of its property and franchises. For the total costs of the said works completed according to said plans and specifications, including the purchase of the present water works at three hundred and fifty thousand dollars (\$350,000), The Charleston Light and Water Company shall be authorized to use one million two hundred and fifty thousand dollars (\$250,000), but not more, of the said authorized issue of bonds, except as hereinafter provided; and the remainder of the said authorized issue, to wit, two hundred and fifty thousand dollars (\$250,000) shall be retired by The Charleston Light and Water Company for subsequent extensions or improvements, and shall not, without the consent of the City Council of Charleston, be issued during the period covered by the option hereinafter provided for, and expiring July 1, 1906. Provided, however, that if the total cost of the said works, constructed in conformity with said plans and specifications and this ordinance, including the necessary and proper expenses connected therewith and preliminary thereto, and including the purchase of the existing water works at three hundred and fifty thousand dollars (\$350,000), shall exceed the sum of one million one hundred and twenty-five thousand dollars (\$1,125,000), the right is hereby given to said The Charleston Light and Water Company, with the consent of the said Board of Water Commissioners, to issue and sell at ninety per cent (90) of par so many of said reserved bonds, not exceeding one hundred thousand dollars (\$100,000), as may be necessary in order to provide funds for the payment of such excess, but for the purpose of protecting the City of Charleston in the event of its exercise of the option of purchase in this ordinance provided for, before any of said bonds shall be issued under this last proviso, a full statement of the exact cost of said works and a full statement of said expenses shall be furnished to said Board of Water Commissioners, with proper vouchers and the proper evidence of said expenditures for which said The Charleston Light and Water Company claims credit, and for the purpose of satisfying itself of the correctness and propriety of said expenditure, the said Board of Water Commissioners shall have full access to the books and accounts of the said The Charleston Light and Water Company.

8. The bonds to be issued as aforesaid, shall be first mortgage gold bonds in the denomination of one thousand dollars (\$1,000), payable twenty-five years after date, and bearing interest at the rate of five (5) per cent per annum, payable semi-annually, and redeemable by the City Council of Charleston upon the purchase by the said City Council of Charleston of the property of the said The Charleston Light and Water Company under the option hereinafter provided for, upon the following terms to wit: Upon the payment at any interest maturing period up to and including the 1st day of July, 1906, of one hundred and five per cent (105) of the principal of said bonds, together with accrued interest; and thereafter, at any interest maturing period, upon the payment of one hundred and ten per cent (110) of the principal of said bonds, together with accrued interest, or the deposit of said amount with the mortgage trustee, or its successors, upon which deposit said bonds shall forthwith cease to bear interest, provided, however, the City Council of Charleston shall give sixty (60) days' previous notice to the said trustee of its intention to redeem the said bonds as aforesaid, and notice to that effect shall also be printed once a week in a daily paper published in each of the cities of Baltimore and Charleston; and each of the said bonds issued as aforesaid shall bear substantially the foregoing provision for its redemption upon its face.

9. That the City Council of Charleston and its successors shall have the right, power and privilege of purchasing all and singular the plant and property of The Charleston Light and Water Company, exclusive of cash on hand, at any interest maturing period on or before the 1st day of July, 1906, at the price of two hundred thousand dollars (\$200,000); provided, however, that if The Charleston Light and Water Company shall be prevented from beginning or prosecuting and completing the said works within the time herein fixed, by reason of the act of God, the public enemy, by strikes, by injunction or other legal proceedings, by municipal, State or national interference, or by any other cause beyond its control, then the time during which the said The Charleston Light and Water Company may be so delayed or prevented from beginning, prosecuting or completing said work, shall be added to the said July 1, 1906; and thereafter at a valuation based upon the net earnings of the company capitalized at five (5) per cent per annum; provided, the City Council of Charleston shall at the same time redeem the outstanding bonds of The Charleston Light and Water Company authorized with this franchise to be issued as aforesaid, at the price hereinbe-

fore stated; and in the event the City Council of Charleston shall purchase the plant and property of The Charleston Light and Water Company after the aforesaid time, the valuation of the said plant and property shall be made as follows, that is to say:

The Mayor of the City of Charleston at the time of the said purchase, and the president of The Charleston Light and Water Company at said time, shall be appraisers for the purpose of determining the net earnings of the company, and after the payment of its operating expenses, fixed charges, and proper deduction for depreciation, its net earnings, capitalized at five (5) per cent per annum, shall be taken as the value of the property of the company. In case of the failure of the said appraisers to agree upon the net earnings of the company, then the two appraisers are to select an umpire satisfactory to themselves, whose decision shall be final on the question of the net earnings of the company ascertained as above stated.

Upon the payment of the said sum of two hundred thousand dollars (\$200,000), on or before the first day of July, 1906, or any extension of the option period, as aforesaid, or thereafter, upon the payment of the value of the property of the said company, ascertained in the manner hereinbefore stated, The Charleston Light and Water Company, or its successors, shall transfer and convey to the City Council of Charleston all its plant and property, as hereinbefore defined, freed from all incumbrance whatsoever, saving and excepting the outstanding bonds of the said company authorized to be issued under this franchise as aforesaid, which bonds, contemporaneously with said transfer and conveyance, shall be redeemed and discharged by the City Council of Charleston as hereinbefore stated; and upon such purchase by the City Council of Charleston said The Charleston Light and Water Company shall immediately proceed to dissolve said corporation and surrender its charter.

If, after the City Council of Charleston shall have evidenced its intention to avail itself of the option hereinbefore reserved as a condition of this franchise, for the purchase of the said plant and property and the redemption of the said bonds, by a formal resolution on the part of the said City Council of Charleston to that effect, it shall thereafter be delayed in the execution of this purpose by legal proceedings, then, and in that case, the period hereinbefore fixed for the exercise of the said option at the price of two hundred thousand dollars (\$200,000), to wit, the period expiring July 1, 1906, or any extension thereof as aforesaid, shall be extended for the time during which such proceedings shall be pending; provided, that the said proceedings are not instigated by, or maintained with the consent or support of the City Council of Charleston.

10. That unless the City Council of Charleston shall purchase the said plant and property under the option hereinbefore reserved, and receive the said plant and property from The Charleston Light and Water Company, its successors or assigns, The Charleston Light and Water Company, its successors or assigns, will, for and during the full period of thirty years from the date hereof, maintain and keep in good order and repair, conduct and operate the said works in such manner as to be able fully to keep and perform the covenants, agreements and guarantees of the said The Charleston Light and Water Company, and to fully and efficiently supply the quantity of water herein agreed to be furnished to the city and the citizens of Charleston, of the character and at the pressure herein required.

That during the period aforesaid The Charleston Light and Water Company shall keep set and connected to the system of mains, to be constructed as aforesaid, not less than six hundred fire hydrants, which shall be located as directed by the City Council of Charleston, and shall keep the said hydrants fully supplied with water to the extent provided herein and in the said plans and specifications; and the City Council of Charleston, at the price which may be charged therefor by The Charleston Light and Water Company, which price shall not exceed the price hereinafter stated, shall have the right to use the water from all of the said hydrants for building and repairing roads, for the extinguishment of fires and for the necessary fire practice, but for no other purpose; and in no case, except for the extinguishment of fires, shall the hydrants be opened without first notifying and obtaining the permission of the officers of the water company; nor shall more than five hydrants be opened at any one time; and longer than ten minutes in any one week for the purpose of fire practice. In addition to the water supplied through fire hydrants, as aforesaid, The Charleston Light and Water Company shall at the price which may be charged by The Charleston Light and Water Company, which price shall not exceed the price hereinafter stated, furnish to the City Council of Charleston a maximum quantity of three hundred thousand gallons of water per day for sanitary and other corporate purposes, the said water to be furnished not through fire hydrants, but through separate connections with water meters attached thereto, located along the line of mains as may be directed by the Mayor of the city.

That at no time during the said period of thirty years from the date hereof shall The Charleston Light and Water Company, its successors or assigns, charge the City Council of Charleston, or its successors, for the water to be supplied through six hundred hydrants in the manner and to the extent hereinbefore stated and for three hundred thousand gallons of water per day in addition thereto as hereinbefore stated, a greater sum than forty-four thousand dollars (\$44,000) per annum. If The Charleston Light and Water Company shall at any time wilfully or negligently fail to comply with any of the conditions and agreements herein required to be performed by the said company, then and in such case the said The Charleston Light and Water Company shall forfeit and pay to the City Council of Charleston, not as a penalty, but as liquidated damages, the sum of sixty-two fifty one-hundredths (\$62.50) for each and every day of twenty-four hours during which said wilful or negligent failure shall continue; and if at the time of any such failure the City Council of Charleston shall be a consumer of water supplied by the said The Charleston Light and Water Company, the said City Council of Charleston may deduct from any amount due and owing to the said The Charleston Light and Water Company for water supplied by the said company, such sum and sums of money as may accrue during such default as liquidated damages as aforesaid.

At no time during the said period shall The Charleston Light and Water Company charge consumers any rate or rates exceeding the following, which may be made payable quarterly in advance; but The Charleston Light and Water Company may at any time insert a meter into the service pipe of any consumer and supply him at meter rates, provided the meter rates shall not exceed the rates fixed in the following schedule, or any consumer shall have the right to set in an accurate meter and pay the rent indicated by said meter; provided, the amount shown by the meter shall exceed twelve dollars per annum. The maximum rates

per annum above referred to shall be as follows:

- For a faucet in kitchen, for domestic purposes only, for a house of four rooms or less, \$3. For each additional room \$1.
- Banks, with one basin, \$10.
- Bakery, each oven, \$10 to \$20.
- Barbershop, first chair, \$5. Barber shop, each additional chair, \$2.
- Bath tub, private, \$5. Bath tub, private, in connection with other supply in the house, \$4. Bath tub, private, each additional tub in connection with other supply in the house, \$2. Bath tub, public, not more than \$10. Bath tub, in boarding house or hotel, one tub, \$10. Bath tub, in boarding house or hotel, each additional tub, \$4.
- Billiard room, each table, \$4.
- Boarding house, per room (no license less than \$10), \$2.
- Book bindery, not more than \$10.
- Brick works, per 1,000 laid, 5 cents.
- Brick yard, each gang of hands, special.
- Butcher shop (steam extra), \$10.
- Candy manufactory, \$15 to \$20.
- Cigar manufactory (no license less than \$10), per hand, \$2.
- Confectioners, \$10 to \$20.
- Dyeing and scouring, special.
- Forge, first fire, \$5. Forge, each additional fire, \$3.
- Fountains for six months, running not more than six hours per day, according to the size of jets, \$10 to \$100.
- Halls and theaters, special.
- Hotel, per room, special.
- Ice cream saloon, \$10 to \$20.
- Laundry, \$24 to \$100.
- Office or sleeping room, \$5 to \$10.
- Oyster saloons, \$10 to \$20.
- Printing office, six hands or less, (engine extra), \$12. Printing office, each additional hand, \$1.
- Photograph gallery, \$10 to \$15.
- Plastering, per 100 square yards, 30 cents.
- Restaurants, per table, special.
- Stable, private, with water for carriage, washing, two horses or less, \$10. Stable, private, each horse over two, \$1.50. Stable, private, each cow, \$2. Stable, livery, each stall up to twenty, \$2.50. Stable, additional stall, \$2.
- Stationary steam engine or boiler, per horse-power, \$4.
- Stores and shops, \$10 to \$30.
- Urinals, self-closing, private, \$3. Urinals, self-closing, private in connection with other supply in the house, \$3. Urinals, self-closing, public, \$3.
- Water closets, private, \$3. Water closets, private, in connection with other supply in house, \$2. Water closets, public, \$10.
- Wash basins, stationary in dwellings, \$2. Wash basins, each additional to first faucet, \$1.

Meter rates, per 1,000 gallons: 1,000 gallons or less per day, 25 cents; 1,000 to 3,000 gallons per day, 20 cents; 3,000 to 5,000 gallons per day, 15 cents; 5,000 to 10,000 gallons per day, 12 1/2 cents; 10,000 to 20,000 gallons per day, 10 cents; 20,000 to 30,000 gallons per day, 7 1/2 cents; over 30,000 gallons per day, not exceeding 7 1/2 cents per 1,000 gallons, special rates.

For sprinkling lawns, with 3-16-inch orifice, per 250 square feet, \$3; for sprinkling lawns, with 3-16-inch orifice, per 500 square feet, \$5.

11. That after the purchase of the existing water works by The Charleston Light and Water Company, and until the completion of the new plant, The Charleston Light and Water Company shall not charge the City Council of Charleston for water furnished to the said city through hydrants and otherwise for public purposes more than at the rate of twenty-five thousand dollars (\$25,000) per annum.

12. That the City Council of Charleston shall have the right to direct the extension of any of the mains or the setting of additional hydrants, provided that no extension shall be ordered unless the City Council of Charleston shall at the same time order to be erected and connected for its own use one or more additional hydrants; and provided, further, that for every mile of extension ordered by the City Council of Charleston, the said City Council of Charleston shall order at least ten (10) additional hydrants, for which The Charleston Light and Water Company shall not charge the City Council of Charleston exceeding forty dollars (\$40) per hydrant per year, and The Charleston Light and Water Company shall have the right to use so many of the reserve bonds as may be necessary to pay the actual costs of such extension; all of which additional hydrants so ordered shall be used only for the purposes and upon the conditions hereinbefore named. Nothing herein contained shall be construed as preventing the voluntary extension of its system by The Charleston Light and Water Company under the rights herein conferred upon the said company, in which case the City Council of Charleston shall be under no obligation to order any further hydrants; but none of the reserve bonds shall be used for such extension prior to July 1, 1906, or any extension thereof, without the consent of the City Council of Charleston.

13. This franchise, and all the rights, powers and privileges hereinbefore granted by the City Council of Charleston to the said The Charleston Light and Water Company are expressly predicated and conditioned upon the performance of all and singular the conditions and provisions required to be performed by the said The Charleston Light and Water Company, but more especially the following:

1st. That if and when called upon so to do by the City Council of Charleston under the terms of the option herein reserved, The Charleston Light and Water Company shall sell, transfer and convey unto the said City Council of Charleston all of its plant and property free from all incumbrance whatsoever except the bonds hereinbefore allowed to be issued.

2d. That the said The Charleston Light and Water Company shall, during the term of the franchise, furnish water in the manner hereinbefore agreed upon to the extent of five million (5,000,000) gallons per day.

3d. That the water furnished shall be of the character and quality hereinbefore described.

4th. That the pressure of water shall be maintained as hereinbefore agreed upon.

5th. That The Charleston Light and Water Company shall not charge or attempt to charge for water for public or private purposes more than the rate or rates hereinbefore fixed.

6th. That The Charleston Light and Water Company shall not issue bonds in excess of the aggregate of its bonds in any time to be issued under the terms of this franchise.

And therefore this franchise, together with all the rights, powers and privileges herein granted, are granted upon the express provision, condition and limitation that the said franchise and powers shall at once cease and determine in the event that the said The Charleston Light and Water Company shall fail to transfer and convey to the said City Council of Charleston its said plant and property if when called upon so to do by the City Council of Charleston under the terms of the option herein reserved within fifteen (15) days after demand for such transfer and conveyance, or shall for and during the period of sixty (60) days, for any cause whatsoever, fail to comply with any one of the remaining five conditions hereinbefore stated, after written notice from the Committee on Water Supply to perform the condition which the said company may have failed to keep; provided, however, that the Committee on Water Supply, with the Mayor of the City of

Charleston, shall extend the time for the fulfillment of the condition or conditions alleged to have been violated, in the event that The Charleston Light and Water Company shall be able to show that the notice of sixty (60) days is unreasonably short.

14. And this franchise is granted upon the further express condition and provision that the acceptance of the same by the said The Charleston Light and Water Company by a resolution of its board of directors, shall bind the said The Charleston Light and Water Company, its successors and assigns, to the performance of each and every one of the matters and things herein required to be performed by the said company as fully and effectually in every respect as though, this franchise were formally executed by the said The Charleston Light and Water Company; and that breach of performance in any particular by the said company will subject the said company to like consequences as would ensue if this franchise were executed by said company as aforesaid.

Second: And be it further resolved and ordained that the Mayor do appoint a committee to consist of three (3) members, to be confirmed by Council and to be known as the "Board of Water Commissioners," who shall act as the representatives of City Council, and shall perform the duties and exercise the powers hereinbefore provided to be performed and exercised by the Board of Water Commissioners; and they shall also have such further powers and be subject to such further duties as may hereafter be lawfully vested in or imposed upon them by the City Council of Charleston, and not inconsistent with the terms of this franchise; that the said board shall hold office until the first day of July, 1906.

(To be Concluded Tomorrow.)

CURES RHEUMATISM AND CATARRH—MEDICINES SENT FREE.

*Send no money—simply write and try Botanic Blood Balm at our expense. Botanic Blood Balm (B. B. B.) kills or destroys the poison in the blood which causes the awful aches, bone pains, swollen muscles and joints of Rheumatism, or the foul breath, hawking, spitting, droppings in the throat, bad hearing, specks flying before the eyes, all played out feeling of catarrh. Botanic Blood Balm has cured hundreds of cases of thirty or forty years' standing, after doctors, hot springs and patent medicines had all failed. Most of these cured patients had taken Blood Balm as a last resort. It is especially advised for chronic, deep-seated cases. Impossible for anyone to suffer the agonies or symptoms of rheumatism or catarrh while or after taking Blood Balm. It makes the blood pure and rich, thereby giving a healthy blood supply. Cures are permanent and not a patching up. Sold at drug stores, \$1 per large bottle. Sample of Blood Balm sent free and prepaid, also special medical advice by describing your trouble and writing Blood Balm Company, Atlanta, Ga. A trial of Blood Balm is our best reference.

AT THE HOTELS.

CHARLESTON—M N McCullough, Brunswick; J H Markley, New York; J M Hair, Union, S C; I R Burns and wife, New York; H E Grady, New York; B Rutledge, Florence.

ARGYLE—C A Lanore, Savannah; B C Stanton, Cuba; Charles Minkens, Savannah; S B McMaster, Columbia; A S Gaston, Chester, S C; A H Brandhorst, Cincinnati; Jay C Hills, Chicago; G Kelley, Rockland, Mass; J Matherson, Augusta; J H Tucker, Fort Worth, Texas; C W Barron, Columbia; P A Wilcox, Florence.

ST. JOHN—W. Avery, Anderson, S C; Jordan S Thomas, North Carolina; R T Fewell, Rock Hill; F Thompson and wife, New York; J P Lorick, Columbia; L L Wilkerson, New York; J C Parker, Virginia; A A Stewart, New York; A E Furness, Cincinnati; B A Parsons, Detroit; H M Lickenstein, California.

CALHOUN—G R Sams, Richland; O L Potts, Chester; F P Appleby, St. Georges, S C; W S Salter, Barrow, Ga; Miss Della Salter, Boston; C D May and wife, Newberry; J Spiegel, Greenwood; C B Hagood, Greenwood; W C Hagood, Greenwood; B F McMillan, Greenwood; G F Rankin, South Carolina; R M Woods, Chester; W T Woods, Chester; Edward Hardin, Chester.

NEW PAVILION—C N Collins, Bishopville, S C; W W Taylor and daughter, Florence; J C Smith and wife Callahan, Ga; J M Donohue, Conway, S C; E C Howie, Florence, S C; J H Smith, New York city; Thos J Guinn, B S Palmer, Augusta, Ga; E N Mage, Darlington, S C; J C Stewart, Chester, S C; C G Elisee, Newberry, S C; Bryant & Young, Sardin, Miss; Jno G Wilkerson, Mrs J W Wilkerson, J W Wilkerson, Inno, S C; Chas G Lietner, New York city; J E Schley, Baltimore, Md; Mrs T J Jackson, Howard Jackson, Hugh Jackson, Washington, Ga; Jim H Almond, A J Langford, Conyers, Ga; H A Wise, J B Sloan and wife, Miss Sloan, Charlotte, N C.

—A BOTTLE OF—
Stuart's Gin and Buchu
FREE.

Cures Diseases of the Kidneys, Bladder and Prostrate Gland.

WHAT IT WILL DO.

Stuart's Gin and Buchu will clear up all deposits in the urine.

It will relieve all pain in the bladder, kidneys, small of the back.

It will cure diabetes.

It will remove every trace of albumen.

It will stop frequency of urination.

It will positively cure dropsy.

It will both prevent and cure Bright's disease.

It will stop losses and relieve obstructions.

It will cure cystitis and enlarged prostate gland.

It creates a tremendous appetite and perfect digestion.

It tones up, heals and strengthens all mucous membranes, and hence cures all forms of catarrh, whether of the bladder, prostate gland, nose, throat, stomach or bronchial tubes. It is pleasant to take.

Stuart's Gin and Buchu \$1 per bottle. All druggists or by express, prepaid. To prove it cures a sample bottle sent free and prepaid to any one writing Stuart Drug Company, Atlanta, Ga. Don't hesitate to write as we have set aside 15,000 bottles for free distribution, so that every one may know by personal trial what Stuart's Gin and Buchu will do. There are no conditions, so write at once.

For sale in Charleston by The Gear Drug Company.

CITY COUNCIL PROCEEDINGS

Further Report of Tuesday Evening Meeting.

TROLLEY LINE FRANCHISE

Conditional Grant to New Company—

Specifications for New Water Works

—Other Matters.

Following is the conclusion of the report of City Council's meeting of Tuesday evening last:

SPECIFICATIONS FOR A SYSTEM OF WATER WORKS FOR CHARLESTON, S. C.

The water supply will be taken from Goose Creek, at a point of land selected by the Charleston Light and Water Company.

Dam—

To exclude salt water from the supply, a dam will be erected across Goose Creek below the intake. This dam will be composed of timber crib work near the present channel of the creek, and of earth work for the remainder. In connection with the timber dam will be built a substantial timber lock with the necessary gates and operating mechanism. The lock shall be of sufficient size to accommodate any boat having a draught of not exceeding 5 1/2 feet, a beam width of 12 feet and a length over all of 35 feet. The height of timber dam shall be not less than 2 feet above mean high tide. Sluice gates and the necessary operating mechanism will be provided for the purpose of controlling the level of the water above the dam. The timber portion of the same shall be so built as to provide in case of floods for a flow of water over the crest not less than one hundred feet long and two feet deep. The down-stream construction in front of the timber dam shall be such as to prevent erosion and undermining of said dam.

Intake—

Above the dam will be constructed a suitable intake canal for conducting the water to the suction well of low lift pumps.

Low Lift Pumps—

The low lift pumps will be three in number, one having a capacity of five million gallons, each of the other two to have a capacity of three million gallons per twenty-four (24) hours, under a total lift of not less than forty feet.

Low Lift Discharge Main—

The low lift pumps will discharge their water through a 24-inch cast iron discharge main to the sedimentation reservoir.

Sedimentation Reservoir—

The sedimentation reservoir will be in two separate compartments, and have a total capacity of not less than ten million gallons. It shall be built in excavation and embankment and have the inner surface lined with Portland cement concrete, and the outer surfaces sown with grass seed. The form of said reservoir and the pipe connections therewith shall be such as to permit of readily cleansing either compartment while the other is in use.

Effluent Chamber—

At one end of each compartment of the sedimentation reservoir and far removed from the inlet pipe will be constructed a masonry effluent chamber, designed so as to enable the water to be discharged from near the surface of said reservoir into said effluent chamber, leading away from the bottom of which will be a 24-inch cast iron main. These two mains shall be joined outside of the reservoir to a single 24-inch main conducting water to the filter plant.

Filter Plant—

The filter plant shall have a capacity of five million gallons per twenty-four hours and shall consist of not less than ten equal units, having a total effective sand area of not less than sixteen hundred square feet. The filter plant shall be provided with the suitable and necessary pipes, valves and connections, hand wheels, washing apparatus, adequate means for coagulation, waste way and other auxiliaries required for convenient and accurate operation.

Effluent Conduit—

The effluent conduit from filters to clear water basin shall have a capacity of not less than five million gallons per twenty-four hours.

Clear Water Reservoir—

The clear water reservoir shall have a capacity of not less than two million gallons and be built partly in embankment and excavation. The bottom and sides shall be lined with Portland cement concrete, and the outer slopes sown with grass seed.

Main Suction Pipe—

The main suction pipe shall be of cast iron thirty-six inches in diameter and lead from the suction well to branches connecting with the suction pipes of each of the main high service pumping engines.

High Service Pumping Engines—

There shall be two main pumping engines of the same size and pattern, and each shall have a capacity of five million gallons per twenty-four hours, under a working pressure of one hundred and twenty pounds per square inch. They shall be multiple expansion, condensing, have inside packed plungers, and be provided with governors for regulating the water pressure. The effective suction valve area shall not be less than 100 percent of the plunger area, and the suction chambers shall be provided with ample suction air chambers. The duty of said pumping engines shall be not less than seventy-five million foot pounds per one thousand pounds of dry steam, determined by test lasting not less than ten hours, during which time the suction lift shall not exceed twenty feet, the working pressure shall be maintained between one hundred and one hundred and twenty-five pounds, the boiler pressure at one hundred and twenty-five pounds above the atmosphere, and the vacuum at twenty-six inches. There shall be provided a third pumping engine of three million gallons per twenty-four hours capacity, having a duty of not less than seventy-five million foot pounds on the same basis as the other pumping engines, and designed for a working pressure of one hundred and twenty pounds per square inch.

Condensers—

Each pumping engine shall be provided with a surface condenser and independent direct connected steam air pump, all of ample size for the work to be performed. The pipe connections shall be so arranged as to enable the engines to be run non-condensing when required.

Discharge Pipes—

The discharge pipes from each of the three high service pumping engines within the pumping station, shall be flanged cast iron, two twenty-four and one sixteen inches in diameter respectively.

Air Tank—

Connecting with the discharge main will be a closed steel air tank seven feet in diameter and twelve feet high, having spherically convex heads, and resting se-

curely upon a suitable foundation. It shall be provided with gauge glasses to enable the level of air to be seen. The air tank shall be designed for a working pressure of one hundred and twenty pounds per square inch.

Air Compressor—

In order to supply the said tank with air, there shall be provided a Westinghouse air compressor of ample capacity.

Boiler Plant—

The boiler plant shall consist of not less than three equal units which shall be designed for a working pressure of one hundred and fifty pounds per square inch, according to the rules of the Hartford Boiler Insurance Company. The total rated H. P. of all the boilers shall be not less than six hundred as measured by the amount of effective-heating surface.

The rating for return tubular boilers will be taken as 12 square feet of heating surface per H. P. The rating of water-tube boilers will be taken as ten square feet per H. P. and the rating of internally fired boilers will be taken as nine feet square.

Brick Stack—

In connection with the boiler plant a brick stack of ample size, one hundred feet high and of neat design, will be provided.

Buildings—

The pumping station shall be of neat design, have brick walls, slate roof, steel trusses, wood-n floor in the engine room and brick floor in the boiler rooms.

The filter storage building shall be of frame, having a shingle roof and wooden floor. The walls of said building shall be held securely in place by means of iron tension rods, and the coal capacity shall be not less than three hundred tons.

An engineer's cottage will be erected at a point adjacent to the pumping plant. It will be of a neat design and cost approximately fifteen hundred dollars.

Foundations—

Suitable foundations of masonry laid in Portland cement mortar in a substantial manner with the necessary foundation bolts and plates will be provided for all the machinery.

Sliding—

These specifications contemplate that the North Eastern Railway will provide at their expense a railroad sliding to run from the main line to the coal bins near the pumping station.

Accessories—

In connection with the pumping plant, filter plant, reservoirs, etc., all the necessary feed pumps, heaters, oiling devices, valves, connections, gauges, tools and other apparatus will be furnished so as to make the plant convenient and easy of operation.

Coagulating Apparatus—

In connection with the sedimentation reservoir will be built in a suitable frame building the necessary apparatus for mixing and distributing the coagulant and the reservoir shall be designed as to enable the said coagulant to be distributed in such a manner as to uniformly mix with the raw water.

Fire Protection—

As a protection against fire, four fire hydrants will be located at suitable points near the said buildings.

Pumping Main—

From the pumping station to the city will be laid a 24 inch cast iron main with all the necessary valves and special castings. The thickness of said pipe shall not be less than 0.8 inches and the weight per lineal foot, including the bell and spigot ends, shall not be less than two hundred and twenty pounds. The material of said pipe, its manufacture, preservative coating, testing, inspection and laying shall be according to approved specifications and first class practice.

Improvement of City Piping—

The mains, valves, fire hydrants and pipe connections in the city of Charleston as well as those to be laid outside of the city limits shall be in accordance with detailed plans and specifications submitted to and approved by the party of the second part. The schedule of thicknesses and weights per lineal foot for each size of pipe contemplated to be used is as follows:

Diameter.	Thickness.	Weight.
6 inches.	48-100 inches	33 lbs.
8 inches.	17-32 inches	48 lbs.
12 inches.	5-8 inches	84 lbs.
16 inches.	11-16 inches.	121 lbs.
24 inches.	7-8 inches.	231 lbs.

The amount of pipe to be laid in the improvement of the city mains as the basis for the contract is as follows:

- 46,600 feet of 6-inch pipe.
- 6,200 feet of 8-inch pipe.
- 6,680 feet of 12-inch pipe.
- 350 feet of 16-inch pipe.
- 16,000 feet of 24-inch pipe.

making with and including the present old piping forty three miles of distributing mains and one hundred and fourteen new fire hydrants.

All the necessary valves and connections will be provided.

Telephone Line—

An independent telephone line will be run from the pumping station to the City of Charleston, and a sufficient number of telephones provided on said line for communication with the city fire department, city water works office and pumping station.

General—

All the work herein described, whether specifically detailed or not, shall be executed in a workmanlike manner by competent workmen, and the apparatus, material and machinery entering into the construction of the work shall be adapted, suitable and first class for the purpose intended.

After some discussion participated in by Aldermen Frost, Melchers, Rafferty, Rhett, Williams, Hanley, Johnson and the Mayor, Alderman O'Neill moved that the resolution recommended by the Special Committee on water and lights be adopted.

The yeas and nays were called and resulted as below:

- Yeas—Aldermen Williams, O'Neill, Rhett, Frost, Roddy, Lapham, Masters, Gadsden, Rafferty, Cramer, Johnson, Holmes, Galvin, Kolkoff, Hancikel, Melchers, Poppen, Legare, Hanley, Bischoff and the Mayor—21.

Nays—None.

The motion of Alderman Rhett was unanimously adopted.

Alderman Lapham offered the following which was unanimously adopted:

Whereas, by an act of the General Assembly of the State of South Carolina entitled "An Act to empower cities and towns of this State to give exclusive franchises to persons or corporations furnishing water and light thereto respectively, under certain conditions," approved Feb. 26, 1902, it is among other things enacted, that all cities and towns of this State may grant to persons or corporations the exclusive franchise of furnishing light or water to said cities and towns and the inhabitants thereof, provided that no such franchise shall be valid unless it shall first receive the vote of two-thirds of the Board of Aldermen or Common Council of the city or town granting the same, and be subsequently confirmed by a vote of the majority of the qualified electors of the said city or town voting at an election to be called especially for the purpose; and provided further that the ordinance or resolution granting such franchise shall fix a maximum rate for furnishing water or light, and that no such franchise shall exceed a period of thirty years.

And whereas, the City Council of Charleston has by a two-thirds vote of the

Board of Aldermen of the said City Council granted unto The Charleston Light and Water Company the exclusive franchise of furnishing water to the City of Charleston; and the inhabitants thereof for a period not exceeding thirty years, upon certain terms and conditions set forth in the resolution granting the said franchise, and, among other things, that the price at which the water shall be furnished by the said The Charleston Light and Water Company shall not exceed certain maximum prices therein established:

Now therefore, be it resolved, That the said franchise be submitted for ratification to the qualified electors of the City of Charleston, at an election to be specially called for that purpose; and to that end, that the Mayor do inform the Commissioners of Election of this resolution and that they be and are hereby requested and directed to hold an election upon the question of ratifying the said franchise as aforesaid:

Alderman Gadsden presented the following which, on motion of Alderman Legare, was unanimously adopted:

To the Honorable the Mayor and Aldermen of the City of Charleston:

The Joint Committee on Streets and Railroads, to whom was referred the petition of the Charleston Suburban and Summerville Railway Company, of Charleston, S. C., respectfully report that they recommend that the petitioner be granted a right of way for its railway through the several streets hereinafter enumerated subject to the following terms and conditions, that is to say:

The Charleston, Suburban and Summerville Railway Company of Charleston, S. C., be, and it is hereby granted the right and authority, and, if it accepts the same it is hereby required to operate the said road by electricity, cable or compressed air.

That the said Charleston, Suburban and Summerville Railway Company, be, and is hereby, granted the right of way and required to operate its lines through the following streets to wit: On Heriot street, commencing at a point at or near the Ashley river; through Heriot street to Lamson street; through Lamson street to Lee street; through Lee street to America street; through America street to the continuation of Alexander street; through Alexander street to Chapel street; through Chapel street to Washington street; through Washington street to Calhoun street; through Calhoun street to Anson street, through Anson street to Pinckney street, through Pinckney street to Church street, through Church street to Tradd street; at a point commencing at the Junction of East Battery and East Bay streets, thence North to Tradd street, through Tradd to Ashley avenue, through Ashley avenue to Bogard street, through Bogard street to Rutledge avenue, through Rutledge avenue to Grove street, through Grove street to King street, through King street to Heriot street; at a point commencing at the intersection of Rutledge avenue and Sheppard street, thence east through Sheppard street to the South Carolina and Georgia Railroad Company's depot; at a point commencing at the intersection of Ashley avenue and Cannon, thence east through Cannon to Smith, through Smith to Warren through Warren to John street, through John street to Chapel street, through Chapel street to Alexander street.

Provided, however, that the grant and franchise in these streets mentioned in this second clause of this paragraph is upon the condition that the said company shall construct and operate its said railway therein within twelve months from the date of this grant, and will also construct and operate a railway to be operated by electricity, cable or compressed air between the City of Charleston and the Town of Summerville, S. C., and the said company is hereby required to begin and complete the construction of this proposed line, beginning on Heriot street, commencing at a point at or near the Ashley river, through Heriot street to Lamson street, through Lamson street to Lee street, through Lee street to America street, through America street to the continuation of Alexander street, through Alexander street to Chapel street, through Chapel street to Washington street, through Washington street to Calhoun street, through Calhoun street to Anson street, through Anson street to Pinckney street, through Pinckney street to Church street, through Church street to Tradd street, at a point commencing at the junction of East Battery and East Bay streets, thence North to Tradd street, through Tradd street to Ashley avenue, through Ashley avenue to Bogard street, through Bogard street to Rutledge avenue, through Rutledge avenue to Grove street, through Grove street to King street, through King street to Heriot street; at a point commencing at the intersection of Rutledge avenue and Sheppard streets, thence East through Sheppard street to the South Carolina and Georgia Railroad Company's depot; at a point commencing at the intersection of Ashley avenue and Cannon streets, thence East through Cannon street to Smith street, through Smith street to Warren street, through Warren street to John street, through John street to Chapel street, through Chapel street to Alexander street, within twelve months from the date hereof.

And it is expressly provided that a failure to equip and operate its said railway in any one of the said streets within the time specified as aforesaid, shall forfeit its right to use such street, and the franchise therein and thereto granted shall be forfeited and immediately become null and void.

And it is expressly provided, that a failure to build, equip and operate its said railway as aforesaid between the city of Charleston and the town of Summerville, S. C., within the time specified as aforesaid, even if in all other respects and particulars, it is fully satisfied, shall be forfeited and immediately tear up and remove its tracks and restore the streets to their usual and proper condition.

And it is the further condition of this franchise that on or before the 1st day of October, 1904, the grantees shall file with the Committee on Streets a bond to be approved by the Mayor and the Chairman of the Committee of Ways and Means, in the sum of five thousand dollars, conditioned for the building and completion of the road within the time and upon the conditions herein specified, which bond shall, in the opinion of the Mayor and the Chairman of the Ways and Means Committee be in such form as to secure the completion of the said road, and should the grantees fail to file such bond within the time allowed them, and in such case all the rights, powers, and privileges herein granted shall be terminated and withdrawn and the grantees shall forthwith remove any track which shall have been laid upon said streets.

Provided, further, that in the event that the grantees shall for the reasons above assigned lose the right to the use of any one of the aforesaid streets and shall fail to tear up any tracks which may have been laid therein, within ten days after written notice to do so by the Mayor of the City of Charleston then, and in such case the City Council shall have the right through its Mayor, to have the same removed, and to reimburse itself for the expense thereof, out of the rails and other material so removed.

Provided further, that there shall be only one track with necessary turn outs and switches, on the following streets,