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PUBLIC NOTICE.

OFFICE OF THE BOARD OF ALDERMEN, No. 8 CITY HALL,
NEW YORK, June 24, 1890.

At a meeting of the Common Council of the City of New York, held June 10, 1890, a preamble and resolution, of which the following is a copy, was presented and adopted. The preamble and resolution was received from his Honor the Mayor, June 24, 1890, without his approval or objections; therefore, as provided in section 75 of the New York City Consolidation Act of 1882, the same became adopted:

Whereas, By authority of law, all the public offices of the city close at 12 o'clock M. every Saturday, and as the 4th of July, which occurs this year on Friday, is a legal holiday, it is believed that closing the public offices on the next day, Saturday, the 5th of July, thereby affording the employees of the city three consecutive holidays, viz.: Friday, Saturday and Sunday, July 4, 5 and 6, will be no detriment to the public service or cause the public any inconvenience; be it therefore

Resolved, That all the public offices of the City of New York, not by law required to be kept open, shall be closed on Saturday, the 5th day of July, 1890.

F. J. TWOMEY, Clerk Common Council.

DEPARTMENT OF DOCKS.

An executive meeting of the Board of Docks of the City of New York, held at the office of the Board, Pier "A," Battery place, Friday, June 13, 1890.

Present—President Post.
" Commissioner Matthews.
" " Cram.

The application of the Hoboken Ferry Company for permission to extend the ferry racks foot of Fourteenth street, North river, to the new pier line, was,

On motion, laid on the table, for the reason as stated in the minutes of the 12th instant, respecting the application of the Central Railroad Company of New Jersey to lengthen Piers 12 and 13, North river.

The following communications were received, read, and,

On motion, ordered to be placed on file, action being taken where necessary as stated, to wit:

From the Finance Department—Approving sureties of G. H. Scribner, Jr., and Charles and Henry E. Du Bois, for building Pier at Ninety-fifth street, East river, and dredging at Pier foot of Thirty-fourth street, North river, under Contracts Nos. 333 and 335 respectively.

From Counsel to the Corporation—Transmitting copy of evidence and opinion of the referee in the suit of Langdon vs. the Mayor, etc.

From Dock Master Kenney:

1st. Reporting repairs required to Pier at Twenty-fifth street, and bulkhead at Forty-eighth street, East river. The Engineer-in-Chief directed to repair.

2d. Reporting repairs required to bulkhead at Forty-fourth street, East river. The Lessee directed to repair.

From Jeremiah Cronin—Reporting loss of horse and cart from foot of Ninety-fifth street, East river. Referred to the Counsel to the Corporation, together with the reports of the Engineer-in-Chief in relation thereto.

From the Engineer-in-Chief:

1st. Report on Secretary's Order No. 10156, as to repairs required to pavement on the bulkhead, between Piers 47 and 48, East river. The Secretary directed to notify S. B. Wildey to repair.

2d. Report on Secretary's Order No. 10157, as to repairs required to the sheathing on Pier 48, East river. The Engineer-in-Chief directed to repair.

3d. Report on Secretary's Order No. 9902, that repairs are required to the pavement on the bulkhead foot of Forty-eighth street, East river. The President authorized to request the Department of Public Works to repair.

4th. Reporting non-commencement of work at Pier, new 60, North river. The Secretary directed to notify James McClenahan, lessee, that if repairs are not made within ten days from receipt of notice, the said work will be done by this Department at his cost and expense.

5th. Reporting non-commencement of work at Pier foot of Thirty-sixth street, also north of One Hundred and Forty-fifth street, North river. The Secretary directed to request the New York Central and Hudson River Railroad Company to repair.

6th. Reporting repairs required to the bulkhead between Piers 48 and 49, East river. The Secretary directed to notify the New York and New England Terminal Company to repair.

7th. Reporting repairs required to bulkhead north of Pier 54, East river. The Secretary directed to notify C. S. Brown that if repairs are not made within ten days from receipt of notice, the Department will fence off said bulkhead from public use.

8th. Reporting non-commencement of repairs to Pier, new 40, North river.

From New York Central and Hudson River Railroad Company, respecting float bridge at Thirty-third street, North river.

On motion of Commissioner Cram, the report of the Engineer-in-Chief on Secretary's Order No. 9875, submitting plans, specifications and form of contract for repairing Pier, new 57, North river, was taken from the table, ordered to be placed on file and the following resolution adopted:

Resolved, That the plans, specifications and form of contract, as prepared and submitted by the Engineer-in-Chief of this Department for repairing Pier, new 57, North river, be and they are approved, subject to the approval of the Counsel to the Corporation as to form, and the Secretary be and hereby is directed to have a sufficient number of blank forms of proposals printed and proper advertisements inviting estimates for doing the said work inserted in the various newspapers designated by law.

The Secretary was directed to notify the Department of Public Works of the proposed repairs and state that when this Department is ready to proceed with the work the free floating bath berthed at said pier must be removed.

On motion of Commissioner Cram, the Engineer-in-Chief was directed to proceed forthwith with the work at the north end of the West Twenty-third street section, in accordance with the terms and conditions of a unanimous resolution adopted by the Board, June 28, 1882.

On motion of the President, the rate of wharfage to be paid by William Martin for the berth occupied by free swimming bath, at the Pier foot of Stanton street, East river, was fixed at sixty dollars per month, to take effect June 1, 1890, said wharfage to be payable to the Dock Master of the district, provided the aforesaid Martin file in this Department, within five days after receipt of notice, his written acceptance to the terms and conditions herein expressed.

On motion of Commissioner Cram, Max Drucker was appointed as Collector, with a salary at the rate of one hundred and fifty dollars per month, to take effect July 1, 1890, or as soon thereafter as he shall file his official bond in the penal sum of two thousand dollars; subject, however to the due classification of said office by the Civil Service Boards, as provided by law.

On motion of Commissioner Cram, the boundary of District No. 12 was changed so as to extend from Sixtieth street to and including Eighty-sixth street, North river, the balance of the water-front extending from Eighty-sixth street, north, was added to and made a part of District No. 11, the aforesaid change to take effect on and after Monday, June 16, 1890.

Action on the report of the Engineer-in-Chief on Secretary's Order No. 10028, respecting the application of the New York Central and Hudson River Railroad Company for permission to erect a shed on the bulkhead, from West Thirtieth to West Thirty-third street, North river, was postponed for one week.

The following persons were appointed in this Department:

Blacksmith.

E. J. Treemill.

Dock Builders.

Michael O'Flynn,

Laborers.

Richard Whitehouse.

Patrick T. Leavy.

On motion, the Board adjourned.

John Jones.

Patrick O'Hara.

AUGUSTUS T. DOCHARTY, Secretary.

DEPARTMENT OF STREET CLEANING.

DEPARTMENT OF STREET CLEANING—CITY OF NEW YORK,
Nos. 49 AND 51 CHAMBERS STREET,
NEW YORK, June 25, 1890.

In accordance with the provisions of section 51, chapter 410 of the Laws of 1882, the Commissioner of Street Cleaning makes the following abstract of the transactions of this Department for the week ending May 25, 1890:

Streets Swept.

| | Square Yards. |
|---------------------------|---------------|
| By Department forces..... | 33,031,122.6 |

Material Collected.

| | Ashes and Garbage. | Street Sweepings. | Total Loads. |
|--|--------------------|-------------------|--------------|
| By Department forces..... | 18,466 | 8,136 | 26,602 |
| On permits— | | | |
| Bureau of Markets..... | 186 | | 186 |
| Departments of Public Works and Parks..... | | 437 | 437 |
| Manufacturers (boiler ashes, etc.)..... | 4,043 | | 4,043 |
| Totals..... | 22,695 | 8,573 | 31,268 |

Final Disposition of Material.

| | Loads. |
|---|--------|
| At sea and behind bulkheads— | |
| 22 dumpers at sea..... | 9,208 |
| 25 deck scows at Gowanus..... | 10,657 |
| 6 deck scows at Newark Bay..... | 2,614 |
| 8 deck scows at Piermont..... | 3,401 |
| 6 deck scows at Guttenburg..... | 2,209 |
| 9 deck scows at Jersey City..... | 3,533 |
| | 31,622 |
| In lots for fertilizing, filling-in, etc.— | |
| At One Hundred and Thirty-eighth street and Fifth avenue..... | 304 |
| At various places..... | 557 |
| Fertilizing..... | 451 |
| | 1,312 |
| Total disposition..... | 32,934 |

(Includes 1,666 loads of material previously left on scows.)

Appointments.

R. M. Sutherland, Special Laborer.

William V. O'Callaghan, Special Laborer.

Bills Audited.

—and transmitted to Finance Department:

Schedule No. 42—

J. H. Timmerman, City Paymaster, Wages, Laborers, Hired Carts, etc., first fifteen days of May, 1890—

| | |
|-------------------------|-------------|
| Laborers..... | \$15,594 79 |
| Hired Cartmen, etc..... | 23,127 68 |
| | \$38,722 47 |

—chargeable to appropriation for 1890, as follows:

| | |
|--------------------------|-------------|
| "Administration"..... | \$416 00 |
| "Sweepings"..... | 15,527 92 |
| "Carting"..... | 21,663 51 |
| "Final Disposition"..... | 1,115 04 |
| Total..... | \$38,722 47 |

Schedule No. 43—

| | |
|--|------------|
| Barron & Co., James S., wheelbarrows..... | \$125 00 |
| Bromhead, George W., moving safes..... | 100 00 |
| Dailey, John D., unloading scows..... | 545 00 |
| | 900 00 |
| Haywood & Duffy, hired carts..... | 91 50 |
| Gillman & Co., Christopher, hired scows..... | 150 00 |
| Heipershausen Brothers, extra towing..... | 161 00 |
| "..... | 600 50 |
| "..... | 442 00 |
| Hearn & Son, James A., shades, etc..... | 16 55 |
| Merrill & Wehrle Charcoal Co., charcoal..... | 2 10 |
| Murray & Reid, hired scows..... | 535 00 |
| Ostler, W. C., sweeping machine..... | 400 00 |
| Oss & Sandford, unloading scows..... | 360 00 |
| Smith, S. G., Secretary, final disposition..... | 577 84 |
| Schmidt, P., sweepers, badges and die..... | 345 00 |
| Shanley, B. M. & J. F., final disposition..... | 905 51 |
| "..... | 849 40 |
| "..... | 781 05 |
| "..... | 802 90 |
| "..... | 848 00 |
| The Higganum Manufacturing Co., bed plates, etc..... | 3 75 |
| | \$9,542 10 |

—chargeable to appropriation for 1890, as follows:

| | |
|--------------------------------|------------|
| "Sweepings"..... | \$526 95 |
| "Carting"..... | 95 40 |
| "Final Disposition"..... | 8,458 20 |
| "Rents and Contingencies"..... | 461 55 |
| Total..... | \$9,542 10 |

Public Moneys Collected

—and transmitted to City Chamberlain:

| | |
|-------------------------|------------|
| For trimming scows..... | \$1,069 20 |
|-------------------------|------------|

H. S. BEATTIE, Commissioner of Street Cleaning.

DEPARTMENT OF PUBLIC WORKS.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE, No. 31 CHAMBERS STREET,
NEW YORK, June 14, 1890.

In accordance with the provisions of section 51 of chapter 410 of the Laws of 1882, the Department of Public Works makes the following report of its transactions for the week ending June 7, 1890 :

Public Moneys Received during the Week.

| | |
|--|-------------|
| For Croton water rents..... | \$84,350 41 |
| For penalties on water rents..... | 110 55 |
| For tapping Croton pipes..... | 431 00 |
| For sewer permits..... | 731 80 |
| For restoring and repaving—Special Fund..... | 612 00 |
| For redemption of obstructions seized..... | 16 00 |
| For vault permits..... | 11,462 54 |
| Total..... | \$97,714 30 |

Public Lamps.

- 2 new lamps lighted.
- 29 old lamps relighted.
- 6 lamps discontinued.
- 7 lamp-posts reset.
- 6 lamp-posts straightened.
- 1 column refitted.
- 8 columns releaded.

Report of Photometrical Examinations of Illuminating Gas, for the week ending June 7, 1890, made at the Photometrical Rooms of the Department of Public Works.

| DATE. | TIME. | Thermometer. | Barometer. | GAS COMPANY. | BURNER. | Pressure as Delivered to Burner. | Consumption of Gas, Rate per hour. | Consumption of Candle, Grs. per hour. | ILLUMINATING POWER. | |
|--------|-----------|--------------|------------|---------------------------------|----------------------|----------------------------------|------------------------------------|---------------------------------------|---------------------|------------|
| | | | | | | | | | Observed. | Corrected. |
| June 2 | 5 P.M. | 80. | 30.06 | { Consolidated, } Branch 2.. | Bray's Slit Union, 7 | .75 | 5.00 | 120.0 | 21.86 | 21.86 |
| " 3 | 3.30 P.M. | 78. | 30.17 | | " | .75 | 5.00 | 117.2 | 22.60 | 22.07 |
| " 4 | 5 P.M. | 82. | 30.00 | | " | .75 | 5.00 | 118.6 | 22.50 | 22.24 |
| " 5 | 2.30 P.M. | 86. | 30.00 | | " | .75 | 5.00 | 117.6 | 22.96 | 22.51 |
| " 6 | 5 P.M. | 83. | 29.91 | | " | .75 | 5.00 | 120.0 | 22.10 | 22.10 |
| " 7 | 5 P.M. | 83. | 29.91 | | " | .74 | 5.00 | 117.0 | 22.58 | 22.02 |
| | | | | | | | | | Average. | 22.13 |
| June 2 | 4.30 P.M. | 80. | 30.06 | { Consolidated, } Branch 1.. | Bray's Slit Union, 7 | .79 | 5.00 | 124.2 | 22.86 | 23.66 |
| " 3 | 3 P.M. | 78. | 30.17 | | " | .78 | 5.00 | 121.5 | 23.20 | 23.48 |
| " 4 | 4.30 P.M. | 82. | 30.00 | | " | .80 | 5.00 | 117.2 | 24.68 | 24.10 |
| " 5 | 3 P.M. | 86. | 30.00 | | " | .80 | 5.00 | 120.0 | 24.32 | 24.32 |
| " 6 | 4.30 P.M. | 83. | 29.91 | | " | .80 | 5.00 | 120.6 | 22.86 | 24.00 |
| " 7 | 4.30 P.M. | 83. | 29.91 | | " | .79 | 5.00 | 120.0 | 23.86 | 23.86 |
| | | | | | | | | | Average | 23.90 |
| June 2 | 8 P.M. | 76. | 30.08 | { Consolidated, } Branch 4.. | Bray's Slit Union, 6 | .66 | 5.00 | 120.0 | 22.92 | 22.92 |
| " 3 | 6.30 P.M. | 77. | 30.17 | | " | .66 | 5.00 | 114.5 | 23.94 | 22.84 |
| " 4 | 6 P.M. | 80. | 30.00 | | " | .66 | 5.00 | 120.0 | 23.14 | 23.14 |
| " 5 | 6 P.M. | 84. | 30.00 | | " | .61 | 5.00 | 117.0 | 22.32 | 21.76 |
| " 6 | 8.20 P.M. | 83. | 29.90 | | " | .64 | 5.00 | 120.0 | 22.38 | 22.38 |
| " 7 | 6.30 P.M. | 80. | 29.96 | | " | .64 | 5.00 | 120.5 | 22.62 | 22.71 |
| | | | | | | | | | Average. | 22.62 |
| June 2 | 8.30 P.M. | 76 | 30.08 | { Consolidated, } Branch 6.. | Bray's Slit Union, 6 | .77 | 5.00 | 114.0 | 28.80 | 27.36 |
| " 3 | 6 P.M. | 77. | 30.17 | | " | .77 | 5.00 | 120.0 | 27.26 | 27.26 |
| " 4 | 6.30 P.M. | 80. | 30.00 | | " | .77 | 5.00 | 116.4 | 27.80 | 26.97 |
| " 5 | 6.30 P.M. | 84. | 30.00 | | " | .74 | 5.00 | 120.0 | 26.64 | 26.64 |
| " 6 | 8 P.M. | 83. | 29.90 | | " | .74 | 5.00 | 115.2 | 27.96 | 26.84 |
| " 7 | 6 P.M. | 80. | 29.96 | | " | .74 | 5.00 | 120.0 | 27.26 | 27.26 |
| | | | | | | | | | Average | 27.05 |
| June 2 | 4 P.M. | 80. | 30.06 | { Consolidated, } Branch 3.. | Bray's Slit Union, 7 | .85 | 5.00 | 120.0 | 28.70 | 28.70 |
| " 3 | 4 P.M. | 78. | 30.17 | | " | .85 | 5.00 | 124.0 | 27.00 | 27.90 |
| " 4 | 4 P.M. | 82. | 30.00 | | " | .85 | 5.00 | 126.0 | 27.32 | 28.68 |
| " 5 | 3.30 P.M. | 86. | 30.00 | | " | .86 | 5.00 | 120.0 | 29.34 | 29.34 |
| " 6 | 4 P.M. | 83. | 29.91 | | " | .86 | 5.00 | 121.2 | 29.04 | 29.33 |
| " 7 | 3 P.M. | 83. | 29.91 | | " | .85 | 5.00 | 121.2 | 28.40 | 28.63 |
| | | | | | | | | | Average | 28.77 |
| June 2 | 3.30 P.M. | 80 | 30.06 | N. Y. Mutual... | Bray's Slit Union, 7 | .93 | 5.00 | 118.6 | 31.86 | 31.48 |
| " 3 | 4.30 P.M. | 78. | 30.17 | | " | .91 | 5.00 | 120.5 | 32.80 | 32.93 |
| " 4 | 3.30 P.M. | 82 | 30.00 | | " | .91 | 5.00 | 120.0 | 32.40 | 32.40 |
| " 5 | 4 P.M. | 86 | 30.00 | | " | .91 | 5.00 | 114.9 | 34.12 | 32.68 |
| " 6 | 3.30 P.M. | 83. | 29.91 | | " | .90 | 5.00 | 118.8 | 33.08 | 32.75 |
| " 7 | 3.30 P.M. | 83. | 29.91 | | " | .91 | 5.00 | 120.0 | 31.08 | 31.08 |
| | | | | | | | | | Average | 32.22 |
| June 2 | 3 P.M. | 80 | 30.06 | Equitable..... | Bray's Slit Union, 7 | .90 | 5.00 | 121.0 | 28.92 | 29.16 |
| " 3 | 5 P.M. | 78. | 30.17 | | " | .90 | 5.00 | 121.5 | 29.50 | 29.86 |
| " 4 | 3 P.M. | 82. | 30.00 | | " | .91 | 5.00 | 117.2 | 31.00 | 30.28 |
| " 5 | 4.30 P.M. | 86. | 30.00 | | " | .91 | 5.00 | 120.0 | 30.48 | 30.48 |
| " 6 | 3 P.M. | 83. | 29.91 | | " | .90 | 5.00 | 118.8 | 31.02 | 30.71 |
| " 7 | 4 P.M. | 83. | 29.91 | | " | .91 | 5.00 | 126.0 | 29.20 | 30.66 |
| | | | | | | | | | Average. | 30.19 |

E. G. LOVE, Ph. D., Gas Examiner.

Permits Issued.

- 94 permits to tap Croton pipes.
- 43 permits to open streets.
- 23 permits to make sewer connections.

- 33 permits to repair sewer connections.
- 218 permits to place building material on streets.
- 45 permits—special.
- 15 permits to construct street vaults.

Obstructions Removed.

- 76 obstructions removed from various streets and avenues.

Repairs to Pavements.

- 9,995 square yards of pavement relaid during the week.

Repairing and Cleaning Sewers.

- 77 receiving-basins and culverts cleaned.
- 5,396 lineal feet of sewer cleaned.
- 8 lineal feet of brick culvert rebuilt.
- 3 lineal feet of spur pipe laid.
- 1 new manhole built.
- 1 manhole repaired.
- 33 manhole heads reset.
- 4 new manhole heads and covers put on.
- 3 new manhole covers put on.
- 1 new basin cover put on.
- 17 square yards of pavement relaid.
- 151 cubic feet of brickwork built.
- 2,484 cubic yards of earth excavated and refilled.
- 225 cart-loads of dirt removed.

Statement of Laboring Force Employed in the Department of Public Works during the week ending June 7, 1890.

| NATURE OF WORK. | MECHANICS. LABORERS. TEAMS. CARTS | | | |
|---|-----------------------------------|-----|----|-----|
| | | | | |
| Aqueduct—Repairs and Maintenance and Strengthening..... | 28 | 90 | 6 | 5 |
| Laying Croton Pipes..... | .. | .. | .. | .. |
| Supplying Water to Shipping..... | 6 | .. | .. | .. |
| Repairing and Renewals of Pipes, Stop-cocks, etc..... | 68 | 166 | 3 | 17 |
| Bronx River Works—Maintenance and Repairs..... | 2 | 26 | 3 | .. |
| Repairing and Cleaning Sewers..... | 10 | 54 | .. | 23 |
| Repairs and Renewals of Pavement..... | 237 | 269 | 4 | 75 |
| Boulevards, Roads and Avenues, Maintenance of..... | 21 | 140 | 41 | 9 |
| Roads, Streets and Avenues..... | 2 | 20 | 5 | .. |
| Totals..... | 374 | 765 | 62 | 129 |
| Increase over previous week..... | 66 | 51 | 1 | 16 |
| Decrease from previous week..... | .. | .. | .. | .. |

Appointments.

- Thomas C. O'Connell, Inspector of Paving.
- Patrick Moran, Inspector of Paving.
- James W. Hurley, Inspector of Paving.
- William H. Gurner, Inspector of Paving.
- John McGuire, Inspector of Regulating, etc.

Requisitions on the Comptroller.

The total amount of requisitions drawn by the Department on the Comptroller during the week is \$70,447.61.

THOS. F. GILROY, Commissioner of Public Works.

AQUEDUCT COMMISSION.

Minutes of Stated Meeting of the Aqueduct Commissioners, held at their Office, No. 209 Stewart Building, on Wednesday, June 11, 1890, at 3 o'clock P. M.

Present—The Comptroller and Commissioners Duane, Tucker, Scott and Howe.

On motion of Commissioner Scott, the reading of the minutes of the last meeting was dispensed with at this time.

The Committee of Finance and Audit reported their examination and audit of Vouchers Nos. 5953 to 5961, inclusive, being estimates for work done by contractors, and amounting to \$121,420.97; also of bills contained in Vouchers Nos. 5962 to 5973, inclusive, amounting to \$3,681.63; also of Vouchers No. 5974, being estimate for work done on Section B, and amounting to \$7,500.

On motion of Commissioner Howe, the same were approved, and ordered certified to the Comptroller for payment.

The Construction or Executive Committee reported in favor of the adoption of the following preamble and resolution :

Whereas, The Chief Engineer of this Commission has certified in writing that, in his opinion, Messrs. Smith & Brown have completely performed and carried out the provisions of the contract made by them with this Commission on the 4th day of August, 1885, for constructing Section 1 of the New Aqueduct, and has stated from actual measurements the whole amount of work done and materials furnished under and according to the terms of said contract, and of the true value thereof ; now, therefore, be it

Resolved, That the Aqueduct Commissioners do accept the work done and materials furnished by said firm of Smith & Brown, under the contract made by them with this Commission on the 4th day of August, 1885, for constructing Section 1 of the New Aqueduct, and that a proper voucher for the final payment for work done and materials furnished under said agreement be approved by the Commissioners and certified to the Comptroller for payment ; and the Comptroller is hereby requested to pay the amount of said final estimate without any deduction for overtime.

The same were adopted by the following vote :

Affirmative—The Comptroller and Commissioners Duane, Tucker, Scott and Howe—5.

The Committee also reported in favor of the adoption of the following preamble and resolution :

Whereas, The Chief Engineer of this Commission has certified in writing that, in his opinion, Richard J. Malone has completely performed and carried out the provisions of the contract made by him with this Commission on the 14th day of January, 1889, for constructing Section 17 of the New Aqueduct, and has stated from actual measurements the whole amount of work done and materials furnished under and according to the terms of said contract, and of the true value thereof ; therefore, be it

Resolved, That the Aqueduct Commissioners do accept the work done and materials furnished by Richard J. Malone under the contract made by him with this Commission on the 14th day of January, 1889, for constructing Section 17 of the New Aqueduct, and that a proper voucher for the final payment for work done and materials furnished under said agreement be approved by the Commissioners and certified to the Comptroller for payment ; and the Comptroller is hereby requested to pay the amount of said final estimate without any deduction for overtime.

The same were adopted by the following vote :

Affirmative—The Comptroller, and Commissioners Duane, Tucker, Scott and Howe—5.

The Committee also reported in favor of the adoption of the following resolution :

Resolved, That the action of the Chief Engineer in assigning Owen L. Ingalls to duty on the 5th instant be and the same is hereby approved.

On motion of Commissioner Tucker, the same was adopted.

The Committee also reported in favor of the adoption of the following resolution :

Resolved, That upon the recommendation of the Chief Engineer, an additional leave of absence of six months from June 14 next is hereby granted to R. C. Rathborne, Leveler, without pay.

On motion of Commissioner Scott, the same was adopted.

The Committee also presented the resignation of Inspector of Masonry Isaac W. Lewis, dated June 9, 1890, and recommended that the same be accepted, to take effect as of said date.

On motion of Commissioner Tucker, the resignation was accepted.

The Committee also presented the following communications :

NEW YORK, June 10, 1890.

To the Commissioners of the New Croton Aqueduct, Stewart Building, No. 280 Broadway, New York City :

GENTLEMEN—After conferring with the Chief Engineer, I hereby propose to furnish the steam coal for use in boilers now on Section No. 12 for running the combined stationary hoisting engines at the rate of five (\$5) dollars per net ton delivered at boiler-house.

I also propose to furnish the use of boilers for the sum of five hundred (\$500) dollars for a month's work or less, the month expiring July 3, 1890, and at the same rate for further time, taking all risks and repairs on boilers.

For remaining work during tests alone for boilers only per shift the sum of five and fifty one-hundredths dollars.

And for manning and running the whole plant the sum of thirty-five and fifty one-hundredths dollars per shift of ten hours, without coal.

Yours truly,

CHARLES PETERSON.

NEW YORK, June 11, 1890.

To the Honorable the Committee on Construction :

GENTLEMEN—In accordance with your directions to me, that I arrange with Mr. Charles Peterson for the running of his boilers and for the pumping of the siphon at Shaft 25, I beg to say that I have accepted, subject to your approval, the inclosed proposition from him.

Mr. Peterson's terms are high, but they are the lowest that he is willing to make ; and inasmuch as it is important that we proceed without delay in emptying the siphon, I believe it to be to the ultimate advantage of the City to accept Mr. Peterson's terms.

The amount of money to be thus expended will depend upon the time necessary for pumping, the length of which may be made greater by the comparatively small steam power at our command, but it will not, in my opinion, exceed \$5,000.

As you are going to begin pumping for that part of the work, I must remind you of the fact that Section 12 on one side, and the work of deepening Shaft 24 on the other, are not finally completed, and that, under the strict provisions of both contracts, the two contractors might be compelled to empty the siphon in order to enable the engineers to make a final examination before acceptance.

Considering, however, that it would be difficult to divide the responsibility between the two contractors, that the work remaining to be done by them is probably of a trifling character, possibly not sufficient to justify the large expenditure necessary for establishing a pumping plant and for emptying the siphon, and that on the other hand it is necessary that the City should thoroughly test, by actual pumping, the hoisting plant just erected, I am of opinion that the contractors can properly be given the benefit of an operation that the City would, in any case, have to perform, to a large extent, for its own purposes.

I am, very respectfully,

A. FTELEY, Chief Engineer.

—and recommended the adoption of the following resolution :

Resolved, That upon the recommendation of the Chief Engineer, the foregoing proposition of Charles Peterson for furnishing steam for running the boilers for pumping the siphon at Shaft 25 is hereby accepted, and the Chief Engineer is hereby authorized to have the work above referred to done by said Charles Peterson and at an expense not to exceed \$5,000.

The report was approved and the resolution adopted by the following vote :

Affirmative—The Comptroller, and Commissioners Duane, Tucker, Scott and Howe—5.

The Committee also reported in favor of the adoption of the following preamble and resolution :

Whereas, Application has been made by the West Point Manufacturing Company, Limited, of West Point, Montgomery County, Pa., for an extension of time of twenty days, from June 14 next, in which to complete their contract for furnishing the Aqueduct Commissioners with two pairs of horizontal tubular boilers required for Shaft No. 25 ; and the Chief Engineer having recommended that said extension of time be granted, provided the said West Point Manufacturing Company shall hold themselves responsible to the City to the extent of the amount expended for procuring steam power which they have failed to furnish under the stipulations of their contract, we recommend the adoption of the following resolution :

Resolved, That the Aqueduct Commissioners hereby grant to the West Point Manufacturing Company, Limited, of West Point, Montgomery County, Pa., an extension of time of twenty days, from June 14 next, in which to complete the contract above referred to, providing the bondsmen of said company shall enter into a stipulation continuing their obligations for and during the completion of said contract under said extension of time, which is hereby allowed to them as further time for the performance of said contract ; and also provided that said company shall execute an agreement with the Aqueduct Commissioners to reimburse the City for any loss or damage which has been or may be incurred by reason of their delay in completing the contract within the time specified therein.

The same were adopted by the following vote :

Affirmative—The Comptroller, and Commissioners Duane, Tucker, Scott and Howe—5.

The Committee also presented the following communications :

NEW YORK, June 9, 1890.

To the Honorable the Board of Aqueduct Commissioners :

GENTLEMEN—If our pumping engines are started to work to-morrow, I would respectfully ask the Board to accept and pay for them now as they are completed according to contract, and are in perfect working order.

The test prescribed in the contract, owing to circumstances, cannot be made in from thirty to sixty days, making it too long to wait for payment.

If the Board pay for them now, myself and Mr. Allison, the maker of the engines, will join in giving a bond guaranteeing them to do the duty required by the contract at such time as the test shall be made, provided they are not injured in the work they are to do.

Yours truly,

CHARLES PETERSON.

NEW YORK, June 11, 1890.

To the Honorable the Committee on Construction :

GENTLEMEN—I desire to call your attention to the condition of the work done about the erection, by Mr. Charles Peterson, of the hoisting plant at Shaft 25.

The engine is now practically in working order. You know we have procured steam-power from him, although not to the full extent necessary to develop the full capacity of the plant. With the steam-power at hand, the engine has been run and tested for several days in a manner that is so far satisfactory water has been hoisted from the siphon in a continuous manner, and I am satisfied that the emptying of the siphon can now take place regularly.

Under clauses (4) and (20) of the contract the engine is to be tested at full speed for the whole depth of the shaft. Neither of those tests can now be had on account of the small steam-power at hand, and from the fact that the shafts are full.

The contract provides also that the final test may be delayed until such time as steam power can be procured from our own boilers.

But the question arises whether the fact that we must take possession of the engine for the purpose of emptying the siphon by such means as are now in our power, does not relieve the contractor from his responsibility. The contractor takes that position. The Commissioners are evidently responsible for any injury which can occur to the plant, as we have temporary possession of it, but I hold that, if no injury is done to the hoisting plant during the operation of pumping, a fact which can be ascertained when it is concluded, the contractor should remain responsible for any deficiency that may be discovered in the construction, proportions or design of the engine at the time of the ultimate test.

In the meantime, the contractor claims payment for the engine. It is in complete order, with the exception of small details, such as painting, covering pipes, cleaning, etc., that I would prefer to have done when the engine is finally accepted after the emptying of the siphon.

In order to harmonize the above differences, the contractor requests you, through me, to pay him now for his engine, provided he furnishes a sufficient bond for the proper performance of the apparatus under the final test, as provided in the contract.

The bond to be void if it can be shown that the hoisting apparatus has been injured by negligence, accident, or by other preventable cause during the work of emptying the Aqueduct.

I am, very respectfully,

A. FTELEY, Chief Engineer.

—and recommended the adoption of the following resolution :

Resolved, That in compliance with the foregoing request of Charles Peterson, and upon the recommendation of the Chief Engineer, it is hereby determined to accept and pay for the hoisting plant furnished at Shaft 25 of the New Aqueduct by said Charles Peterson, and the Chief Engineer is hereby directed to present a final estimate to provide for the payment of the same, provided that said Charles Peterson furnish the Aqueduct Commissioners with a bond, with good and sufficient sureties, in an amount equal to the amount to be paid under said final estimate, to the effect that if upon the final test of said engines they are found to be in any wise defective or less satisfactory than is provided for in the contract for furnishing said engines, the same will be made good at the expense of said contractor, to the satisfaction of the Chief Engineer of the Aqueduct Commissioners, excepting, however, any injury or accident that may occur to said engines owing to the carelessness or negligence of the employees of the Aqueduct Commissioners ; and the Secretary is directed to prepare the bond required in accordance with the terms of the foregoing resolution.

The report was approved and the resolution adopted by the following vote :

Affirmative—Commissioners Duane, Tucker, Scott, and Howe—4. The Comptroller not voting.

The Committee also presented the following :

The Construction or Executive Committee present herewith the following communications received from the Counsel to the Corporation, and recommend that the same be spread in full on the minutes and filed :

LAW DEPARTMENT,
OFFICE OF THE COUNSEL TO THE CORPORATION,
NEW YORK, June 5, 1890.

To the Honorable the Board of Aqueduct Commissioners :

GENTLEMEN—In reply to your communication of the 4th instant, I beg leave to transmit to you herewith a letter from Mr. James C. Carter, under date of May 19, 1890.

I concur in the conclusions reached by Mr. Carter, and respectfully advise you to approve and carry into effect the views expressed by him.

Yours respectfully,

WM. H. CLARK, Counsel to the Corporation.
NEW YORK, May 19, 1890.

WILLIAM H. CLARK, Esq., Counsel to the Corporation :

DEAR SIR—Among the questions arising upon the claims of the several contractors against the City of New York, upon the contracts entered into by them respectively with the City for the construction of Sections 2 to 11, inclusive, of the New Aqueduct, is that which relates to the rights and obligations of the City growing out of the provisions of those contracts which limit the time for the performance of the work, and purport to liquidate and fix the amount of damages which the City may sustain by reason of the failure on the part of the contractors to perform their contracts within the time limited.

This question affects very materially the course which is to be taken by the City in reference to the present and impending suits brought, and to be brought, in relation to such claims.

Having been retained for the City, to aid in the defense of such suits, you have requested my opinion concerning the right and duty of the City to deduct and retain out of any moneys that may be due, or become due, to the contractors on these contracts, any sum or sums for or on account of the damages above mentioned.

The clauses in the several contracts which impose this limit, and purport to liquidate the damages which the City would sustain in consequence of any failure to complete the work within the designated time are, if not identical, substantially the same in all the contracts, and are as follows (taking, for example, the provisions in the contract for building Section 7) :

"L. And the said party of the second part further agrees to commence the work herein required to be done within twenty days after the signing of this contract, and that the rate of progress shall be such that :

1st. In eighty days from the execution of the contract, at least 120 vertical feet of the full excavation of each shaft shall be excavated, and each portal shall be prepared ready for commencing the heading ; and that in every thirty subsequent days, at least sixty additional feet of each shaft shall be excavated until the completion of the shaft excavation.

2d. In each and every month, commencing sixty days from the time that each shaft must be excavated, and each portal must be prepared under this agreement, not less than the following proportion of the total length of the headings adjoining such shaft or portal shall be excavated, viz :

1-23 of the headings adjoining Shaft No. 13.

1-25 of the headings adjoining Shaft No. 14.

1-24 of the headings adjoining Shaft No. 15.

1-24 of the headings adjoining a portal.

3d. And thirty-three calendar months after the execution of the contract the whole work shall be completed in accordance with this agreement.

M. In case the said party of the second part shall fail to fully and entirely, and in conformity with the provisions and conditions of this agreement, perform and complete the said work, and each and every part and appurtenance thereof, within the time limited for such performance and completion, or within such further time as may be allowed by the Aqueduct Commissioners for such performance and completion, the said party of the second part shall and will pay to the said parties of the first part the sum of one thousand dollars for each and every day that the said party of the second part shall be in default, which said sum of one thousand dollars per day is hereby agreed upon, fixed, and determined by the parties hereto as the damages which the parties of the first part will suffer by reason of such default, and not by way of penalty. And the said parties of the first part may deduct and retain such sum of one thousand dollars per day out of any moneys that may be due or become due, under this agreement."

The work under most of the contracts has now been completed ; the Chief Engineer has given his certificates to that effect, and the Aqueduct Commissioners have accepted the work ; and the final payments due upon the completion of the work have become payable. The work, however, was not so completed in any of the cases until long after the expiration of the time limited by the contracts for its completion and the extensions thereof which had been granted by the Commissioners ; and, upon the face of the contracts, the City is apparently entitled to deduct and retain, out of what would otherwise be due as final payments, the sum of one thousand dollars per day by way of damages. The general question which now arises is whether it is the right and duty of the City to deduct this sum without further reference to the question of the actual damage it may have sustained.

The principal facts bearing upon this question are as follows :

First—The form of the contracts and of the specifications contained in them, was not, as in many cases, the result of negotiations between the Board of Aqueduct Commissioners, who acted upon behalf of the municipal authorities, and the several contractors ; but were prepared beforehand by the joint action of those Commissioners, the Commissioner of Public Works and the Counsel to the Corporation. The act (chapter 490, Laws of 1883) providing for the construction of the New Aqueduct and constituting a Board of Commissioners for that purpose, expressly directed that the form of the contract should be thus prepared. After such preparation sealed bids or proposals for doing the work and furnishing the materials were called for by public advertisement, and the successful bidder was required to execute the contract already prepared as above mentioned.

Second—The work of constructing the Aqueduct was, for the most part, to be wholly underground, and, in some places, at a very great distance under ground. Borings had been made at many points with the view of ascertaining what the nature of the excavation, at various places along the line of the proposed Aqueduct, was to be, whether earth or rock, and, if rock, of what character, and the results of these borings were submitted for the information of intending bidders ; but it was expressly declared that the City was not to be responsible for the accuracy of these indications, and that the bidders were to take all chances. The form of the Aqueduct, and the amount of materials and work requisite for its construction, was to vary very greatly, according to the nature of the ground through which it ran. It might run through loose earth, in which case an entire brick lining would be requisite, or through solid rock, where it might be left with little or no lining, the natural wall of the excavated tube being deemed sufficient. Then, also, there were certain varying conditions which would call for corresponding changes in the work. The Aqueduct might be sunk very far below the level of the head, and thus be subjected to severe pressure, which would necessitate very solid backing to the masonry in all directions ; or it might run along or near the surface, and near the same level with the head, so that it would flow like a river, in which case there would be less necessity of a solid backing on the upper side. There were many other unknown conditions which, as they should be ascertained during the progress of the work, would require deviations and changes from the general plan. In short, there were a multitude of particulars in which the form and shape of the Aqueduct, the character of the interior lining, and many of its other incidents, could not be determined until the actual conditions became known in the progress of excavation and construction. There was no way, therefore, in which such a work could be done by contract, without reserving to the City a very large latitude of changing the nature, character and extent of the work during the course of its construction. Circumstances such as these controlled the shape of the contracts. The latter were based upon plans and drawings which exhibit the general character of the work and show the different forms of construction which were contemplated under the varying conditions which it was supposed would be actually met with, and reserved to the discretion of the Chief Engineer of the City the power to adapt the work to those conditions as they should, from time to time, be disclosed. But whatever form the Aqueduct might assume, the changes would only involve, so far as the contractor was concerned, the performance of more or less work and furnishing of more or less materials ; and as the price of the work and materials was specified in the contracts, the unknown elements would result in differences of quantity only. It will be seen therefore that the great latitude of these contracts made it possible that the contractor might be called upon to perform perhaps double the work which he supposed would be requisite at the start ; but in such case, although he might obtain from the indulgence of the Aqueduct Commissioners an extension of time, he had no right to demand it. The contracts did indeed provide that in certain cases, the contractors should be entitled to extensions of time ; but these cases did not include the instance of a change in the character of the work directed by the Chief Engineer in accordance with the contract, however much such change might increase the amount to be done.

No prudent man, certainly, would, as a contractor, take upon himself the obligation to complete such contracts within the period of thirty-three months under a penalty of a thousand dollars a day if he really supposed that such penalty could, or would, be exacted, unless he was satisfied that the time limited was sufficiently long to enable him to finish the work under any conditions which would be at all likely to arise. The circumstance that so many contractors did enter into these engagements is probably to be referred to the eagerness to obtain contracts, and to the fact that such provisions, especially in contracts of a public nature, are seldom enforced according to the letter. It is undoubtedly the general expectation of contractors in such cases that they will not be subjected to loss where there is no failure in real diligence to discharge their engagements.

Third—At numerous times during the progress of the work orders and directions affecting the form and shape of the Aqueduct to a greater or less degree were made by the Chief Engineer under the provisions of the contracts, some of which certainly, and many of which probably, called for a greater amount of work than would have ordinarily been supposed to be required by the original plans and specifications. It is not important to enumerate all these orders and directions, because there is one of them which would do away with the provisions limiting the time for the completion of the work, if any such orders or directions would have that effect.

The order thus referred to had reference to the masonry lining of the Aqueduct. As has already been observed, it was contemplated that in places where the excavation was through solid rock (and such was supposed to be the case for long distances) a masonry lining would not, or might not, be required; but, in the course of the progress of the work the expediency of a masonry lining throughout was suggested and considered; and on the 17th of February, 1886, the Board of Commissioners ordered "that the Chief Engineer be, and he hereby is, directed to order the New Aqueduct to be lined with masonry throughout its entire length." It will be observed that the nature of the changes which the contracts allowed were such as the Chief Engineer, in the exercise of his discretion, should make. In this particular instance, the change seems to have been made by an exercise of discretion, or power, on the part of the Commissioners themselves. The Chief Engineer did indeed give the direction, as required by the Board, but this may not have served to make it equivalent to an exercise of his own discretion. The contractors, had they been so inclined, might possibly have objected that they were not obliged, by the contracts, to comply with such an order; but no such objection was made. Probably the change was to their advantage in increasing the amount of work to be done, or they might not have known that the Engineer was not acting according to his own discretion. They accepted the change and constructed the work as thus required; nor did they at the time receive or ask from the Commissioners any extension of the time limited for the final completion of the work.

Fourth—In the month of September, 1887, the contractors applied for an extension of the time limited for the completion of their contracts; the reasons assigned for this request were "unexpected and unforeseen obstacles presented by the unfavorable and hazardous nature of the ground (the large quantities of water encountered necessitating increased excavation and masonry, the time taken to procure necessary dumping grounds), and to decide upon lining the tunnel throughout with masonry, and other delays over which we had no control, have rendered the completion of the work in the time specified in our contracts impracticable, and entitle us under the contract to an extension of time."

In compliance with these requests, an extension for the period of eight months was given, and afterwards, in May, 1888, on similar requests, but with no assignment of reasons (at least none are found in the written requests), a further extension of six months was granted. About the expiration of the time as last extended, requests for further extensions were made which were not granted; and the period of time for the completion of the contracts as limited by the extensions, expired on the 6th day of November, 1888.

In giving an opinion upon the question which is submitted to me, I must keep in mind that the claim of the contractors is made against a municipal corporation which can act only through its officers and agents, and that these officers and agents are not clothed with any large discretion to do what they may, on the whole, think to be for the best interest of the City; but must ascertain what their legal duties are and perform them. A private individual acting in reference to his own affairs would be at liberty to ask himself whether it was equitable to enforce against another, with whom he might have a contract like those under notice, a stipulation so apparently oppressive as one which called for the forfeiture of a thousand dollars a day. But a municipal officer has no such liberty. It is the duty of the Board of Aqueduct Commissioners and the Chief Engineer to make known to the Comptroller the facts upon which the rights and obligations of the City in reference to the repayment or retention of moneys on account of these contracts are to be determined. And it is the duty of the Comptroller to pay, or to refrain from paying, precisely as these contracts require. If they entitle the City to retain any moneys which might otherwise be due on account of the delays before mentioned, he must retain them, however oppressive the exaction might seem. And on the other hand, if the contracts entitle the contractors to these final payments undiminished by any retention for delay, the Comptroller is not at liberty to delay such payment by reason of the making, by the contractors, of other claims against the City in connection with the work supposed to be unfounded and unjust. When the legal rights and duties in the premises of the City are ascertained, the former must be insisted upon, and the latter performed.

There are some general principles of law which it may be well to refer to before taking up the precise question which arises upon these facts. The failure to perform a contract within the time agreed upon entails upon the party making the default a liability to pay the damages which the other party may have sustained in consequence of such failure; but such damages are in general confined to the pecuniary losses which are the direct consequence of such failure. The law does not permit a recovery for other than pecuniary losses; nor for these when they are fanciful, conjectural, or what is called remote. To allow recoveries for losses of such a character would involve inquiries so uncertain in their nature as to be very likely to result in unjust awards.

If the damages thus recoverable for such a breach of contract are definite and certain, they can not be fixed by agreement beforehand, at a larger sum than their actual amount. To allow this would be nothing less than a permission to one party to exact a penalty from another; which the law never allows. The law alone can impose penalties. A breach, for instance, of an agreement to pay a certain sum of money at a certain time can not be made, by agreement, to entail upon the guilty party a heavier burden than the payment of interest. The loss which the party to whom the money was to be paid may, in some instances, be much greater; but the causes which make it so are usually so remote, indirect and conjectural, that the law declines to take notice of them.

But where the damages are not of this certain and definite character, the parties are at liberty to make them certain and definite by agreement. The design of saving the expense and labor of a judicial inquiry, and also the circumstance that parties ought to be satisfied with an award which they have themselves agreed to, are ample reasons for not restricting in this direction the freedom of contract. But parties can not, under color of an agreement to liquidate damages, do what really amounts to an imposition of penalties. There are many cases in which it may be of the greatest importance to one party that another should perform an agreement with him before a particular time, and yet the importance may not be a pecuniary one; or, if pecuniary, the loss consequent upon a breach might not be certain and direct, so as to enable a recovery of substantial damages to be had. In such cases it would be in vain to attempt to secure the performance of the act within the time by incorporating into the agreement a clause that the party in whose favor it was to be performed would suffer substantial damages by a failure, and that such damages shall be liquidated and taken to be a certain designated sum. The absence of actual damages can not be supplied by agreement; nor can indirect, or remote, damages be converted, by agreement, into direct and recoverable damages. To allow this would be giving a broad permission to parties to impose penalties, by simply employing the word "damages." Attempts of this character are often made. In cases where it is highly important for one party that another should perform his engagement within a designated time, and where the actual and recoverable damages in case of failure would be small, it is felt that this liability does not furnish a sufficient assurance; and stipulations to pay liquidated damages are exacted. But such stipulations can not be enforced; nor does it at all help if they declare, in the most solemn manner, that the amount is fixed simply for the purpose of ascertaining the damages, and not by way of penalty.

Hence, in order to enforce a provision in a contract which purports to fix the damages for a breach at a certain sum, three things must appear:

- 1st. That the nature of the case is such that immediate and direct as distinguished from conjectural and remote damages would result from the breach.
- 2d. That the damages should be uncertain in amount.
- 3d. That the provision was really intended to avoid the trouble, expense and labor of ascertaining the damages and not designed as a penalty.

First—The first question which arises upon the matter concerning which my opinion is sought is this: Is the case such that the damages arising from a failure by the contractors to fully perform their contracts within the time limited are immediate and direct, and therefore one in which a substantial recovery could be had? That the damages really are, to a certain extent, of this character, is clear. The City is obliged during the whole progress of the work to pay the salaries of the Commissioners, to have a corps of engineers, inspectors, etc., employed in the business of supervising, to rent offices, etc., and is put to other incidental expenses of similar character. So much of this expense as would have ceased at the time of the performance of the contracts, had they been fully performed within the time limited, is a direct loss to the City, and it is of an uncertain character which requires proof and computation.

But the loss, if confined to expenditures of this description, would not even approximate to the sum of one thousand dollars a day for each of the above-mentioned ten sections. Some other elements and sources of direct and recoverable damage must be pointed out before a clause subjecting the contractors to the forfeiture of so large a sum could be enforced. I am not able to find satisfactory grounds upon which a claim for further recoverable damage could be asserted. It might be suggested that the City would be in receipt of additional water rents at an earlier period had not these defaults occurred. But this seems to me to belong to the class of conjectural losses. The present supply is made to satisfy all actual demands, and I know not how it could be proved that the actual receipts from water taxes would be larger, if the New Aqueduct should be opened earlier. I am not informed of any special expenditure to which the City is now subjected in furnishing a supply from the Old Aqueduct which would cease upon the new supply becoming available. I am not prepared to say, with entire confidence, that the doubtful elements thus referred to could not be made the grounds of any actual recovery; nor that there may not be other elements which the law would regard as grounds supporting a just claim for damage; but I am of the opinion that it is extremely doubtful whether if there had been no clause in the contracts purporting to liquidate the damages for the particular defaults under notice any other claims except those for the loss of expenses made necessary by the delay would be allowed.

That it was, and is, of the very highest importance to the City that this great work should be completed at the earliest possible moment, cannot be doubted. The insufficient and precarious nature of the present supply of water, and the possible consequences to the City and its inhabitants from any accident which would impair it, are circumstances which make this very clear. But a provision fixing damages at a large sum which was based upon these considerations would clearly not be enforceable. Upon the very statement of the case it would be an attempt to secure an important end by imposing a penalty upon failure.

Second—The next question is whether the parties to the contract really intended by this provision to liquidate damages. It is necessary that this intent should be present; for although the case may be one in which an enforceable stipulation liquidating the damages might be made, yet, if the provision was not inserted for that purpose, the amount mentioned in it might have no relation to the actual damages sustained, and might have been intended principally as a penalty. In such a case the enforcement of it would not produce what the law regards as a just result. The party liable would be compelled to pay, not such a sum by way of damages as the parties deemed would be just equivalent, but would be subjected to a mere forfeiture.

Nor in determining this question of intention, are we to be governed wholly by the language employed in framing the provision. The language must indeed be indicative of the intention in good faith to liquidate the damages; but the expression of such intention is not conclusive. If it were allowed to be conclusive, the prohibition, by the law, of penalties would be unavailing. It could easily be evaded by an expression of intention which did not exist. Perhaps evidence aliunde might not be admissible upon the point of intention; but the whole contract with the surrounding circumstances may be taken into consideration. I apprehend that the best method of answering this inquiry is to determine, in view of all the circumstances, whether this stipulation came to be inserted principally at the instance of the Aqueduct Commissioners, and in consequence of their great anxiety to prevent needless delay, and without any particular consideration of the nature and amount of the pecuniary damage which would flow from the delay, or was the result of a recognition by both parties that there might be delay, that it would be productive of damages recoverable by the City, that it would be a difficult task to prove and compute them, and proceeded from an effort in good faith to agree upon a reasonable estimate which might be substituted in the place of proof.

I cannot help thinking that the first conjecture is much the more probable. The real amount of work to be done, and, consequently, the time necessary for its performance, was left so indefinite by the contracts, that it must have been impracticable for the contractors to make any certain calculation as to their ability to complete the work within the time limited. We cannot quite say that it was an engagement on their part to construct within a limited time an aqueduct of such form, dimensions and character as the Chief Engineer might thereafter require; but it went a long distance in this direction of indefiniteness. Stipulations to liquidate damages at sums so large as to involve the hazard of pecuniary ruin are quite inappropriate in such cases. It is difficult to believe that it was the expectation of either party to these covenants that they should be literally enforced. Add to this the circumstances that the contracts were drawn up in this form beforehand, without negotiation or communication with the contractors, and that their assent to them was expected in the very form in which they were drawn, the obvious anxiety of the Commissioners for an early completion of the work proceeding upon considerations wholly apart from pecuniary loss to the City from delay—all these circumstances tend strongly to the conclusion that the purpose of the Commissioners in inserting this provision was to have something which would operate in terror over the contractors, and spur them to vigorous and constant effort; and that the contractors agreed to the provision in their eagerness to gain the contracts, and in the belief, confirmed by the general experience in such cases, that no attempt would be made to enforce it; at least, not if due diligence in the prosecution of the work should be exhibited.

I do not mean that the Commissioners, in approving this form of the contracts, really intended to impose upon the contractors a penalty in the strict sense of that word. It seems more probable to me that they were acting under a deep sense of the importance of procuring an additional supply of water at the earliest possible time, and under the supposition that in a variety of ways, not well defined in their minds, the City might be subjected to large damages by delay, which would not amount to less than the sum mentioned in the stipulations, and believed the utmost diligence would be best secured by keeping the minds of the contractors impressed with a sense of its importance.

It is to be remembered that this stipulation threatening a loss to the contractors of one thousand dollars a day is contained in ten different contracts. Defaults involving delays of at least a year have been made in every one of them. The possible damages, therefore, might have amounted to the sum of three million six hundred and fifty thousand dollars; the whole of which, upon the view that the stipulations are enforceable, could have been exacted. The very magnitude of this sum would compel any court to hesitate long before deciding that it was recoverable without proof that such a loss had actually been incurred.

Third—A further question connected with this subject is what effect the changes from time to time made by the Chief Engineer in respect to the character of the work to be done, and especially the order made under the positive direction of the Board that the tunnel should be lined with brick throughout, would have upon these provisions if they could otherwise be regarded as enforceable. In respect to what are thus styled changes made by the Chief Engineer, it may be observed that they are not, strictly speaking, changes in the contracts. They were rather orders and directions by him making those things definite which by the contract were left indefinite. Had they been changes in the strict sense of the term, that is to say, had they been orders which the contractors were not bound to obey, but which they chose to assent to, it is probable that they would have had the effect of doing away altogether with the stipulations liquidating the damages. But although this consequence, in view of the right reserved by the contracts to make the changes, does not necessarily follow, the circumstance that they were made to so large an extent is by no means without weight. Courts would have a just disinclination to enforce such rigorous provisions, if it appeared that the City had exercised the privilege reserved to it to such an extent as to make it impossible, or extremely difficult, to perform the contracts within the specified time.

But the direction to line the tunnel throughout with brick is of a different character. In that particular the Commissioners took upon themselves the exercise of a power or discretion which they assumed to belong to them. The contractors might plausibly say that while they agreed to complete within a designated time an aqueduct such as indicated by the plans and specifications, subject to such changes as the Chief Engineer might deem expedient, they did not agree to thus complete such an aqueduct as the Commissioners might thereafter order. And even if the Chief Engineer's discretion concurred with that of the Commissioners, of which no evidence seems to have been furnished to the contractors, it was a subsequent concurrence, and could hardly be regarded as the independent judgment of that officer. I am of the opinion that the changes thus referred to would of themselves make it extremely doubtful whether the provisions in question would not be deemed by the Courts as having been done away with, even if originally enforceable. I have not been able to find authorities directly bearing upon this point, and therefore hesitate to express a positive opinion; but I should have but little confidence in any attempt, in the face of these changes, to enforce the provisions.

For the above reasons I am of the opinion that the stipulations contained in these contracts for liquidated damages are not enforceable; and that the Board of Aqueduct Commissioners and the Comptroller should be advised that there is no right in the City to deduct from any final payments, which have become due on such contracts, the sum of one thousand dollars per day for the failure to completely perform within the time fixed by the contracts, as the same were enlarged by the subsequent extensions.

I might have hesitated longer before giving an opinion which advises a withdrawal on the part of the City, before trial, of a claim for sums so large, but there are two considerations which remove any such hesitation from my mind.

(1.) In any attempt to enforce such rigorous provisions, the burden rests upon the parties making the attempt. They must clearly satisfy the Court at every stage of the argument. They must make it clear that the case is one suitable for such provisions, and that the parties really intended to make them; and must remove any impression that the enforcement would, under the circumstances, be inequitable. I have no belief that this requirement could be satisfied.

(2.) There is no probability that any substantial advantage would be gained from success in such an attempt. These are public contracts, and the aid of the Legislature may at any time be invoked for the relief of the contractors from any consequence in the nature of forfeiture. It has become almost a matter of course for the Legislature to grant relief in such cases, unless there are some especial reasons for denying it. It might, indeed, be urged that the gross and most culpable frauds which have been perpetrated by some of those immediately engaged in the business of construction under these contracts, afforded ground for such a denial; but, to make such grounds available, it would be necessary to furnish clear proof that the original contractors were chargeable with those frauds. I am advised that proof of this character cannot now be produced.

The above conclusions, however, do not wholly dispose of the question whether any deductions from the sums due the contractors by way of final payments, can be made. They are simply to the effect that the sums mentioned as stipulated damages cannot be deducted without proof of actual damage. But the fact of the failure to perform the contracts within the time agreed upon remains; and there is a clear liability resting upon the contractors to pay any losses which the City may be shown to have sustained by reason of the failure. And, inasmuch as the claims of the City for such losses are claims arising upon contract, and grow out of the very contracts under which the final payments are due, they may be deducted from such payments.

My opinion has not been asked relating to the items of such claims; but, as already indicated, any expenses incurred by the City for salaries of Commissioners, engineers, assistants, office rent, etc., etc., and necessary in the supervision of the work during the period of delay, are actual damages which are clearly recoverable. The nature of these items may be a sufficient guide to the Commissioners in determining whether there are others which should be brought into the account.

Very truly yours,

JAMES C. CARTER.

On motion of Commissioner Scott, the report was approved.

Appointed Patrolmen.

Augustus J. Christ, Twenty-seventh Precinct. James Cosgrove, Thirtieth Precinct.
William Fitzgerald, Twenty-second Precinct. Frederick Fink, Twelfth Precinct.
Harry M. Niggersmith, Twenty-third Precinct. Otto F. Passert, Twelfth Precinct.
Wm. L. Mildrum, Thirtieth Precinct. Charles C. Snyder, Twenty-first Precinct.

Employed on Probation.

James E. Haugh.

Advanced to Second Grade.

Patrolman Joseph Gleason, Eighteenth Precinct, June 24, 1890.
" Daniel E. Feeley, Eighteenth Precinct, May 29, 1890.
" Wm. T. Somerville, Twenty-second Precinct, June 8, 1890.
" Thomas H. Doyle, Twenty-third Precinct, June 8, 1890.
" Thomas J. Gunson, Twenty-fifth Precinct, June 8, 1890.

Resolved, That the Committee of Surgeons be directed to examine the following applicants for appointment as Patrolmen:

Daniel W. Haines. George Steefeld. Christopher Wendler.
Gilbert Baumgarten. Thomas F. McCarthy. William N. Jackson.
William Rathler.

Resignation Accepted.

Patrolman Josiah H. Sprague, Twenty-seventh Precinct.
Whereas, Doorman George R. Bourne, Twenty-second Precinct, has resigned without permission of the Board of Police.

Resolved, That in pursuance of section 8, chapter 180, Laws of 1884, the salary or pay which may be due the said George R. Bourne be and is hereby forfeited, and that the Treasurer be directed to withhold the same.

On report of death of horse "Burt," No. 63 of Thirty-fourth Precinct, and of the unfit condition of mare "Flora," No. 13 of Thirty-first Precinct, and mare "Lady," No. 88 of Thirty-fifth Precinct, it was

Resolved, That the unserviceable horses named be advertised for sale at public auction, and the President be authorized to purchase three horses to replace them.

Judgments—Dismissals—All aye.

Patrolman Lawrence Ryan, Twenty-first Precinct, conduct unbecoming an officer.

Fines Imposed.

Sergeant John Gallagher, Twelfth Precinct, neglect of duty, one-half day's pay.
" John Gallagher, Twelfth Precinct, neglect of duty, one-half day's pay.
" Franklin P. Germain, Twelfth Precinct, neglect of duty, one-half day's pay.
" Thomas Lancer, Twelfth Precinct, neglect of duty, one-half day's pay.
" Thomas Lancer, Twelfth Precinct, neglect of duty, one-half day's pay.
Roundsman James C. McAdams, Twelfth Precinct, neglect of duty, one-half day's pay.
Patrolman Patrick Kennedy, First Precinct, neglect of duty, one-half day's pay.
" James H. Maxwell, First Precinct, neglect of duty, one-half day's pay.
" John Marmix, First Precinct, neglect of duty, one-half day's pay.
" Michael W. Tiernay, Second Precinct, conduct unbecoming an officer, twenty days' pay.
" William Dunbar, Fourth Precinct, neglect of duty, one day's pay.
" Michael Roche, Fourth Precinct, neglect of duty, one day's pay.
" Charles R. Arkiman, Fifth Precinct, violation of rules, three days' pay.
" William T. Frost, Fifth Precinct, neglect of duty, one day's pay.
" Thomas Lyons, Sixth Precinct, neglect of duty, one-half day's pay.
" William L. Green, Sixth Precinct, neglect of duty, one-half day's pay.
" William F. Reagan, Sixth Precinct, neglect of duty, one-half day's pay.
" Joseph C. Reiger, Sixth Precinct, neglect of duty, one-half day's pay.
" Henry Herche, Sixth Precinct, neglect of duty, one-half day's pay.
" James J. Sullivan, Seventh Precinct, disobedience of orders, three days' pay.
" James J. Sullivan, Seventh Precinct, neglect of duty, one day's pay.
" William F. Dorrian, Seventh Precinct, neglect of duty, one-half day's pay.
" Frederick C. Williamson, Seventh Precinct, neglect of duty, one-half day's pay.
" John Calhoun, Seventh Precinct, neglect of duty, one-half day's pay.
" Richard E. Goodspeed, Eighth Precinct, neglect of duty, two days' pay.
" John Parry, Eighth Precinct, neglect of duty, one day's pay.
" Philip McGovern, Ninth Precinct, neglect of duty, two days' pay.
" Patrick H. Fern, Ninth Precinct, neglect of duty, one-half day's pay.
" John McGuickin, Ninth Precinct, neglect of duty, one day's pay.
" Peter J. Klein, Tenth Precinct, conduct unbecoming an officer, three days' pay.
" Peter J. Klein, Tenth Precinct, conduct unbecoming an officer, five days' pay.
" Peter J. Klein, Tenth Precinct, neglect of duty, two days' pay.
" Thomas O'Brien, Tenth Precinct, neglect of duty, one-half day's pay.
" John H. Quinlan, Tenth Precinct, neglect of duty, one day's pay.
" Charles Nell, Eleventh Precinct, neglect of duty, one-half day's pay.
" Max Sparenberg, Eleventh Precinct, neglect of duty, one-half day's pay.
" John Kenney, No. 1, Eleventh Precinct, neglect of duty, one half day's pay.
" George Baker, Eleventh Precinct, neglect of duty, one day's pay.
" Conrad Shellenberger, Eleventh Precinct, neglect of duty, one-half day's pay.
" William Schreiber, Twelfth Precinct, conduct unbecoming an officer, two days' pay.
" John T. Coyle, Twelfth Precinct, neglect of duty, one day's pay.
" Ernest A. Sasse, Thirteenth Precinct, neglect of duty, one-half day's pay.
" William Reilley, Thirteenth Precinct, neglect of duty, one-half day's pay.
" Peter E. James, Fourteenth Precinct, neglect of duty, one-half day's pay.
" Frederick J. Prange, Fourteenth Precinct, neglect of duty, one day's pay.
" Samuel B. Seaman, Fifteenth Precinct, neglect of duty, one day's pay.
" Michael J. Carey, Fifteenth Precinct, neglect of duty, one day's pay.
" George A. Schenck, Eighteenth Precinct, neglect of duty, one day's pay.
" Patrick Cox, Eighteenth Precinct, neglect of duty, three days' pay.
" John Daly, Eighteenth Precinct, neglect of duty, one day's pay.
" Richard Quilty, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Edward M. Regan, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Stephen J. Reardon, Nineteenth Precinct, neglect of duty, one day's pay.
" James McMahon, Nineteenth Precinct, neglect of duty, one day's pay.
" James McNally, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Nicholas Illich, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Henry Gregg, Nineteenth Precinct, neglect of duty, three days' pay.
" Michael J. Rein, Nineteenth Precinct, neglect of duty, two days' pay.
" Thomas F. Dolan, Twentieth Precinct, conduct unbecoming an officer, three days' pay.
" Frederick Goetzer, Twentieth Precinct, neglect of duty, two days' pay.
" John Morris, Twentieth Precinct, neglect of duty, one-half day's pay.
" John J. Meagher, Twenty-first Precinct, neglect of duty, one-half day's pay.
" Lawrence Clinton, Twenty-first Precinct, neglect of duty, one-half day's pay.
" Owen Hanley, Twenty-first Precinct, neglect of duty, one-half day's pay.
" James McNamee, Twenty-second Precinct, neglect of duty, one-half day's pay.
" Matthew T. Murphy, Twenty-second Precinct, neglect of duty, one-half day's pay.
" Mark Harrigan, Twenty-second Precinct, neglect of duty, three days' pay.
" Samuel B. Totten, Twenty-second Precinct, neglect of duty, one half day's pay.
" Edward Grinnion, Twenty-second Precinct, neglect of duty, one day's pay.
" Felix McGorry, Twenty-third Precinct, neglect of duty, one day's pay.
" William G. Neely, Twenty-third Precinct, neglect of duty, two days' pay.
" Patrick W. Dwyer, Twenty-fifth Precinct, violation of rules, etc., ten days' pay.
" William J. Rothman, Twenty-fifth Precinct, neglect of duty, one-half day's pay.
" John C. Stone, Twenty-fifth Precinct, neglect of duty, one-half day's pay.
" William A. Barnecott, Twenty-fifth Precinct, neglect of duty, one day's pay.
" Jacob M. Young, Twenty-fifth Precinct, neglect of duty, one-half day's pay.
" James Lawler, Twenty-fifth Precinct, neglect of duty, one-half day's pay.
" Edward F. Nishwitz, Twenty seventh Precinct, neglect of duty, one-half day's pay.
" Charles E. Shane, Twenty-ninth Precinct, neglect of duty, one day's pay.
" Thomas Gorman, Twenty-ninth Precinct, neglect of duty, three days' pay.
" Thomas W. Hallanan, Twenty-ninth Precinct, neglect of duty, one day's pay.
" Charles F. W. Mayer, Thirtieth Precinct, neglect of duty, one-half day's pay.
" James T. O'Connor, Thirty-first Precinct, neglect of duty, one-half day's pay.
" James Quinn, Thirty-first Precinct, neglect of duty, one day's pay.
" Thomas Devine, Thirty-first Precinct, neglect of duty, one day's pay.
" John J. McLaughlin, Thirty-second Precinct, neglect of duty, one-half day's pay.
" Frank Burber, Thirty-second Precinct, neglect of duty, one-half day's pay.
" William McCarthy, Thirty-second Precinct, neglect of duty, one-half day's pay.
" George Nicholson, Thirty-third Precinct, neglect of duty, one-half day's pay.

Patrolman Michael J. Tarpey, Thirty-third Precinct, neglect of duty, one-half day's pay.
" Henry Chapman, Thirty-fourth Precinct, conduct unbecoming an officer, ten days' pay.
" George W. Murray, Thirty-fourth Precinct, neglect of duty, one-half day's pay.
" George W. Murray, Thirty-fourth Precinct, neglect of duty, one day's pay.
" John Dennerlein, Thirty-fourth Precinct, neglect of duty, one-half day's pay.
" George W. Holmes, Thirty-fifth Precinct, neglect of duty, one day's pay.
" James F. Finnegan, Thirty-fifth Precinct, neglect of duty, one-half day's pay.
" John McEwan, First Precinct, neglect of duty, one day's pay.
" James J. Walker, Fourth Precinct, neglect of duty, one day's pay.
" James J. Walker, Fourth Precinct, neglect of duty, one-half day's pay.
" Stephen A. Darcey, Fifth Precinct, violation of rules, three days' pay.
" Peter Devlin, Sixth Precinct, neglect of duty, one-half day's pay.
" Richard Barry, Sixth Precinct, neglect of duty, one day's pay.
" Thomas F. O'Beirne, Seventh Precinct, neglect of duty, one-half day's pay.
" Henry Michaels, Seventh Precinct, neglect of duty, one-half day's pay.
" Bernard H. Smyth, Eighth Precinct, neglect of duty, one day's pay.
" John J. Baker, Eighth Precinct, neglect of duty, five days' pay.
" John Seaman, Ninth Precinct, neglect of duty, one day's pay.
" Adolph G. Hobzer, Eleventh Precinct, neglect of duty, one-half day's pay.
" Leonard Herbolzheimer, Eleventh Precinct, neglect of duty, one-half day's pay.
" John H. Meyers, Fourteenth Precinct, neglect of duty, one day's pay.
" Thomas Coleman, Sixteenth Precinct, neglect of duty, one-half day's pay.
" Albert A. Jourdan, Sixteenth Precinct, neglect of duty, three days' pay.
" John V. Hotchkiss, Nineteenth Precinct, neglect of duty, one-half day's pay.
" James Giblin, Twentieth Precinct, neglect of duty, one-half day's pay.
" William T. Somerville, Twenty-second Precinct, conduct unbecoming an officer, three days' pay.
" William T. Somerville, Twenty-second Precinct, neglect of duty, three days' pay.
" James A. Carroll, Twenty-second Precinct, neglect of duty, three days' pay.
" Joseph Southeimer, Twenty-third Precinct, neglect of duty, one day's pay.
" John P. Maloney, Thirty-first Precinct, neglect of duty, one day's pay.
" John P. Maloney, Thirty-first Precinct, neglect of duty, one day's pay.
" Joseph A. Meyer, Thirty-second Precinct, neglect of duty, one-half day's pay.
" Joseph A. Meyer, Thirty-second Precinct, neglect of duty, one day's pay.
" Edward Gleeson, Thirty-fourth Precinct, neglect of duty, one-half day's pay.
" William Heyer, Thirty-fifth Precinct, neglect of duty, one-half day's pay.
" Charles J. Fahey, Seventh Precinct, neglect of duty, one-half day's pay.
" Hugh P. Cogan, Seventh Precinct, neglect of duty, one-half day's pay.
" John J. Hyatt, Eighth Precinct, neglect of duty, one-half day's pay.
" Daniel J. Farrell, Ninth Precinct, neglect of duty, three days' pay.
" George Rengerman, Ninth Precinct, neglect of duty, three days' pay.
" Herman F. Ludwig, Tenth Precinct, neglect of duty, one day's pay.
" James Keilt, Twelfth Precinct, neglect of duty, one-half day's pay.
" John T. Moran, Twelfth Precinct, neglect of duty, one-half day's pay.
" John M. Brenner, Twelfth Precinct, neglect of duty, one-half day's pay.
" John G. Leibeler, Fourteenth Precinct, neglect of duty, one-half day's pay.
" Patrick F. Grady, Eighteenth Precinct, conduct unbecoming an officer, ten days' pay.
" William C. Scholes, Eighteenth Precinct, neglect of duty, one-half day's pay.
" Richard M. Bell, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Isaac D. Coleman, Nineteenth Precinct, neglect of duty, one-half day's pay.
" Addison M. McDowell, Twenty-second Precinct, neglect of duty, two days' pay.
" Addison M. McDowell, Twenty-second Precinct, neglect of duty, one day's pay.
" Michael Sullivan, Twenty-second Precinct, neglect of duty, three days' pay.
" Miles J. Forbes, Twenty-third Precinct, neglect of duty, one day's pay.
" Robert Johnston, Twenty-sixth Precinct, neglect of duty, one day's pay.
" Peter E. Sheridan, Thirty-first Precinct, violation of Rule 508, one-day's pay.
" Peter E. Sheridan, Thirty-first Precinct, neglect of duty, one day's pay.
" John H. Mullen, Thirty-fifth Precinct, neglect of duty, one-half day's pay.
" John H. Mullen, Thirty-fifth Precinct, neglect of duty, one-half day's pay.
" Patrick H. Cash, Thirty-fifth Precinct, one day's pay.

Reprimands.

Patrolman Peter Naton, Fifth Precinct, neglect of duty.
" Albert E. Westlotorn, Eighth Precinct, neglect of duty.
" Edward Flood, Thirty-fifth Precinct, neglect of duty.

Complaints Dismissed.

Patrolman Michael W. Tierney, Second Precinct, neglect of duty, etc.
" Thomas Gilmartin, Sixth Precinct, neglect of duty, etc.
" Stephen Gillespie, Ninth Precinct, neglect of duty.
" James H. Martin, Sixteenth Precinct, neglect of duty.
Roundsman Joseph C. Gehegan, Nineteenth Precinct, neglect of duty.
Patrolman Peter Hogan, Twentieth Precinct, neglect of duty.
" James Quinn, Thirty-first Precinct, neglect of duty.
" James F. Nally, Sanitary Company, conduct unbecoming an officer.

Adjourned.

WM. H. KIPP, Chief Clerk.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
No. 300 MULBERRY STREET,
NEW YORK, June 27, 1890.

To the Supervisor of the City Record:

SIR—Pursuant to chapter 226, Laws of 1889, I herewith transmit the following list of appointments and applicants for appointment in the Police Department of the City of New York for the week ending June 27, 1890:

Applicants for Appointment.

| NAME. | RESIDENCE. | OCCUPATION. | |
|---------------------------|---|--------------------|-----------|
| George S. Bechtold..... | 316 East Sixty-sixth street..... | Electrotyper | Rejected. |
| James T. Crystal..... | 194 First avenue..... | Bricklayer | Passed. |
| Henry F. Hargrove..... | 175 Monroe street..... | Painter..... | " |
| John O. Regan..... | 293 Rivington street | Cooper | " |
| George Wiedeke..... | 182 Eldridge street..... | Machinist | " |
| Marshall A. Mullaney..... | 50 Vandam street..... | Clerk..... | " |
| Jacob Simmermeyer..... | 631 East Thirteenth street..... | Car-driver..... | " |
| Charles C. Kortright..... | One Hundred and Fiftieth street and Boulevard | Carpenter | " |
| Thomas Anderson..... | 312 Morris avenue..... | Porter..... | " |
| Philip W. Cahill..... | 415 West Twenty-sixth street..... | Marine..... | " |

Respectfully,

WM. H. KIPP, Chief Clerk.

EXECUTIVE DEPARTMENT.

MAYOR'S OFFICE,
NEW YORK, February 1, 1889.

MAYOR'S OFFICE,
NEW YORK, March 4, 1890.

Pursuant to section 1, subdivision 3 of chapter 10, Laws of 1888, I hereby designate the "New Yorker Zeitung" and "New York Daily News," of the daily papers printed in the City of New York as the newspapers in which the advertisements of the public notice of the time and place of auction sales in the City of New York shall be published.

HUGH J. GRANT, Mayor.

Pursuant to section 9 of chapter 339, Laws of 1883, I hereby designate the "Daily News" and the "New York Morning Journal," two of the daily papers printed in the City of New York, in which notice of each sale of unredemmed pawns or pledges by public auction in said city, by pawnbrokers, shall be published for at least six days previous thereto, until otherwise ordered.

HUGH J. GRANT, Mayor.

OFFICIAL DIRECTORY.

STATEMENT OF THE HOURS DURING which all the Public Offices in the City are open for business, and at which the Courts regularly open and adjourn, as well as of the places where such offices are kept and such Courts are held; together with the heads of Departments and Courts:

EXECUTIVE DEPARTMENT.

Mayor's Office.

No. 6 City Hall, 10 A. M. to 4 P. M.; Saturdays, 10 A. M. to 12 M.
HUGH J. GRANT, Mayor. **LEICESTER HOLME**, Secretary and Chief Clerk.

Mayor's Marshal's Office.

No. 1 City Hall, 9 A. M. to 4 P. M.
DANIEL ENGELHARD, First Marshal.
FRANK FOX, Second Marshal.

COMMISSIONERS OF ACCOUNTS.

Rooms 114 and 115, Stewart Building, 9 A. M. to 4 P. M.
MAURICE F. HOLAHAN, **EDWARD P. BARKER**.

AQUEDUCT COMMISSIONERS.

Room 209, Stewart Building, 5th floor, 9 A. M. to 5 P. M.
JAMES C. DUANE, President; **JOHN C. SHEEHAN**, Secretary; **A. FTELEY**, Chief Engineer; **J. C. LULLEY**, Auditor.

BOARD OF ARMORY COMMISSIONERS.

The Mayor, Chairman; President of Department of Taxes and Assessments, Secretary.
 Address M. COLEMAN, Staats Zeitung Building, Tryon Row. Office hours, 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.

COMMON COUNCIL.

Office of Clerk of Common Council.

No. 8 City Hall, 9 A. M. to 4 P. M.
JOHN H. V. ARNOLD, President Board of Aldermen.
FRANCIS J. TWOMEY, Clerk Common Council.

City Library.

No. 12 City Hall, 10 A. M. to 4 P. M.
JAMES H. FARRELL, City Librarian.

DEPARTMENT OF PUBLIC WORKS.

Commissioner's Office.

No. 31 Chambers street, 9 A. M. to 4 P. M.
THOMAS F. GILROY, Commissioner; **BERNARD F. MARTIN**, Deputy Commissioner.

Bureau of Chief Engineer.

No. 31 Chambers street, 9 A. M. to 4 P. M.
GEORGE W. BIRDSALL, Chief Engineer.

Bureau of Water Register.

No. 31 Chambers street, 9 A. M. to 4 P. M.
JOSEPH RILEY, Register.

Bureau of Street Improvements.

No. 31 Chambers street, 9 A. M. to 4 P. M.
WM. M. DEAN, Superintendent.

Bureau of Sewers.

No. 31 Chambers street, 9 A. M. to 4 P. M.
HORACE LOOMIS, Engineer-in-Charge.

Bureau of Repairs and Supplies.

No. 31 Chambers street, 9 A. M. to 4 P. M.
WILLIAM G. BERGEN, Superintendent.

Bureau of Water Purveyor.

No. 31 Chambers street, 9 A. M. to 4 P. M.
WM. H. BURKE, Water Purveyor.

Bureau of Lamps and Gas.

No. 31 Chambers street, 9 A. M. to 4 P. M.
STEPHEN MCCORMICK, Superintendent.

Bureau of Streets and Roads.

No. 31 Chambers street, 9 A. M. to 4 P. M.
JOHN B. SHEA, Superintendent.

Bureau of Incumbrances.

No. 31 Chambers street, 9 A. M. to 4 P. M.
MICHAEL F. CUMMINGS, Superintendent.

Keeper of City Hall.

MARTIN J. KEESE, City Hall.

FINANCE DEPARTMENT.

Comptroller's Office.

No. 15 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
THEODORE W. MYERS, Comptroller; **RICHARD A. STORRS**, Deputy Comptroller.

Auditing Bureau.

Nos. 19, 21, 23 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
WILLIAM J. LYON, First Auditor.
DAVID E. AUSTEN, Second Auditor.

Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents.

Nos. 31, 33, 35, 37, 39 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
D. LOWBER SMITH, Collector of Assessments and Clerk of Arrears.
 No money received after 2 P. M.

Bureau for the Collection of City Revenue and of Markets.

Nos. 1 and 3 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
JAMES DALY, Collector of the City Revenue and Superintendent of Markets.
 No money received after 2 P. M.

Bureau for the Collection of Taxes.

No. 57 Chambers street and No. 35 Reade street, Stewart Building, 9 A. M. to 4 P. M.
GEORGE W. MCLEAN, Receiver of Taxes; **ALFRED VREDENBURGH**, Deputy Receiver of Taxes.
 No money received after 2 P. M.

Bureau of the City Chamberlain.

Nos. 25, 27 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
THOMAS C. T. CRAIN, City Chamberlain.

Office of the City Paymaster.

No. 33 Reade street, Stewart Building, 9 A. M. to 4 P. M.
JOHN H. TIMMERMAN, City Paymaster.

LAW DEPARTMENT.

Office of the Counsel to the Corporation.

Staats Zeitung Building, third and fourth floors, 9 A. M. to 5 P. M. Saturdays, 9 A. M. to 12 M.
WILLIAM H. CLARK, Counsel to the Corporation.
ANDREW T. CAMPBELL, Chief Clerk.

Office of the Public Administrator.

No. 49 Beekman street, 9 A. M. to 4 P. M.
CHARLES E. LYDECKER, Public Administrator.

Office of Attorney for Collection of Arrears of Personal Taxes.

Stewart Building, Broadway and Chambers street, 9 A. M. to 4 P. M.
JOHN G. H. MEYERS, Attorney.
SAMUEL BARRY, Clerk.

Office of the Corporation Attorney.

No. 49 Beekman street, 9 A. M. to 4 P. M.
LOUIS STECKLER, Corporation Attorney.

POLICE DEPARTMENT.

Central Office.

No. 300 Mulberry street, 9 A. M. to 4 P. M.
CHARLES F. MACLEAN, President; **WILLIAM H. KIPP**, Chief Clerk; **T. F. RODENBOUGH**, Chief of Bureau of Elections.

DEPARTMENT OF CHARITIES AND CORRECTION.

Central Office.

No. 66 Third avenue, corner Eleventh street, 9 A. M. to 4 P. M.
HENRY H. PORTER, President; **GEORGE F. BRITTON**, Secretary.
 Purchasing Agent, **FREDERICK A. CUSHMAN**. Office hours, 9 A. M. to 4 P. M. Saturdays, 12 M.
 Contracts, Proposals and Estimates for Work and Materials for Building, Repairs and Supplies, Bills and Accounts, 9 A. M. to 4 P. M. Saturdays, 12 M. **CHARLES BENN**, General Bookkeeper.
 Out-Door Poor Department. Office hours, 8.30 A. M. to 4.30 P. M. **WILLIAM BLAKE**, Superintendent. Entrance on Eleventh street.

FIRE DEPARTMENT.

Office hours for all, except where otherwise noted from 9 A. M. to 4 P. M. Saturdays, to 12 M.

Headquarters.

Nos. 157 and 159 East Sixty-seventh street.
HENRY D. PURROY, President; **CARL JUSSEN**, Secretary.

Bureau of Chief of Department.

HUGH BONNER, Chief of Department.

Bureau of Inspector of Combustibles.

PETER SEERY, Inspector of Combustibles.

Bureau of Fire Marshal.

JAMES MITCHELL, Fire Marshal.

Bureau of Inspection of Buildings.

THOMAS J. BRADY, Superintendent of Buildings.

Attorney to Department.

WM. L. FINDLEY.

Fire Alarm Telegraph.

J. ELLIOT SMITH, Superintendent.
 Central Office open at all hours.

Repair Shops.

Nos. 128 and 130 West Third street.
JOHN CASTLES, Foreman-in-Charge, 8 A. M. to 5 P. M.

Hospital Stables.

Ninety-ninth street, between Ninth and Tenth avenues.
JOSEPH SHEA, Foreman-in-Charge.
 Open at all hours.

HEALTH DEPARTMENT.

No. 301 Mott street, 9 A. M. to 4 P. M.
CHARLES G. WILSON, President; **EMMONS CLARK**, Secretary.

LEAPARTMENT OF PUBLIC PARKS.

Enigrant Industrial Savings Bank Building, Nos. 49 and 51 Chambers street, 9 A. M. to 4 P. M. Saturdays, 12 M.
ALBERT GALLUP, President; **CHARLES DE F. BURNS**, Secretary.

Office of Topographical Engineer.

Arsenal, Sixty-fourth street and Fifth avenue, 9 A. M. to 5 P. M.

Office of Superintendent of 23d and 24th Wards.
 One Hundred and Forty-sixth street and Third avenue, 9 A. M. to 5 P. M.

DEPARTMENT OF DOCKS.

Battery, Pier A, North river.
EDWIN A. POST, President; **AUGUSTUS T. DOCHARTY**, Secretary.
 Office hours, from 9 A. M. to 4 P. M.

DEPARTMENT OF TAXES AND ASSESSMENTS

Staats Zeitung Building, Tryon Row, 9 A. M. to 4 P. M. Saturdays, 12 M.
MICHAEL COLEMAN, President; **FLOYD T. SMITH**, Secretary.

DEPARTMENT OF STREET CLEANING.

Stewart Building. Office hours, 9 A. M. to 4 P. M.
HANS S. BEATTIE, Commissioner; **WILLIAM DALTON**, Deputy Commissioner; **GILBERT O. F. NICOLL**, Chief Clerk.

CIVIL SERVICE SUPERVISORY AND EXAMINING BOARDS.

Cooper Union, 9 A. M. to 4 P. M.
JAMES THOMSON, Chairman of the Supervisory Board; **LEE PHILLIPS**, Secretary and Executive Officer.

BOARD OF ESTIMATE AND APPORTIONMENT

Office of Clerk, Staats Zeitung Building, Room 5.
 The Mayor, Chairman; **CHARLES V. ADEE**, Clerk.

BOARD OF ASSESSORS.

Office, 27 Chambers street, 9 A. M. to 4 P. M.
EDWARD GILON, Chairman; **WM. H. JASPER**, Secretary.

BOARD OF EXCISE.

No. 54 Bond street, 9 A. M. to 4 P. M.
ALEXANDER MEAKIM, President; **JAMES F. BISHOP**, Secretary and Chief Clerk.

SHERIFF'S OFFICE.

Nos. 6 and 7 New County Court-house, 9 A. M. to 4 P. M.
DANIEL E. SICKLES, Sheriff; **JOHN B. SEXTON**, Under Sheriff.

REGISTER'S OFFICE.

East side City Hall Park, 9 A. M. to 4 P. M.
FRANK T. FITZGERALD, Register; **JAMES A. HANLEY**, Deputy Register.

COMMISSIONER OF JURORS.

Room 127, Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
CHARLES REILLY, Commissioner; **JAMES E. CONNER**, Deputy Commissioner.

COUNTY CLERK'S OFFICE.

Nos. 7 and 8 New County Court-house, 9 A. M. to 4 P. M.
EDWARD F. REILLY, County Clerk; **P. J. SCULLY**, Deputy County Clerk.

DISTRICT ATTORNEY'S OFFICE

Second floor, Brown-stone Building, City Hall Park, 9 A. M. to 4 P. M.
JOHN R. FELLOWS, District Attorney; **CHARLES J. MAGEE**, Chief Clerk.

THE CITY RECORD OFFICE,

And Bureau of Printing, Stationery, and Blank Books.
 No. 2 City Hall, 9 A. M. to 5 P. M., except Saturdays, on which days 9 A. M. to 12 M.
W. J. K. KENNY, Supervisor; **DAVID RYAN**, Assistant Supervisor; **JOHN J. MCGRATH**, Examiner.

CORONERS' OFFICE.

Nos. 13 and 15 Chatham street, 8 A. M. to 5 P. M. Sundays and holidays, 8 A. M. to 12.30 P. M.
MICHAEL J. B. MESSEMER, **FERDINAND LEVY**, **DANIEL HANLY**, **LOUIS W. SCHULTZ**, Coroners; **EDWARD F. REYNOLDS**, Clerk of the Board of Coroners.

SURROGATE'S COURT.

New County Court-house. Court opens at 10.30 A. M.
RASTUS S. RANSOM, Surrogate; **WILLIAM V. LEARY**, Chief Clerk.

SUPREME COURT

Second floor, New County Court-house, opens at 10.30 A. M.
CHARLES H. VAN BRUNT, Presiding Justice; **EDWARD F. REILLY**, Clerk; **P. J. SCULLY**, Deputy County Clerk.
 General Term, Room No. 9, **WILLIAM LAMB, JR.**, Clerk.
 Special Term, Part I., Room No. 10, **HUGH DONNELLY**, Clerk.
 Special Term, Part II., Room No. 18, **WILLIAM J. HILL**, Clerk.
 Chambers, Room No. 11, **AMBROSE A. MCCALL**, Clerk.
 Circuit, Part I., Room No. 12, **WALTER A. BRADY**, Clerk.
 Circuit, Part II., Room No. 14, **JOHN B. MCGOLDRICK**, Clerk.
 Circuit, Part III., Room No. 13, **GEORGE F. LYON**, Clerk.
 Circuit, Part IV., Room No. 15, **J. LEWIS LYON**, Clerk.
 Judges' Private Chambers, Rooms Nos. 19 and 20, **SAMUEL GOLDBERG**, Librarian.

SUPERIOR COURT.

Third floor, New County Court-house, 11 A. M.
 General Term, Room No. 35.
 Special Term, Room No. 33.
 Equity Term, Room No. 30.
 Chambers, Room No. 33.
 Part I., Room No. 34.
 Part II., Room No. 35.
 Part III., Room No. 36.
 Judges' Private Chambers.
 Naturalization Bureau, Room No. 31.
 Clerk's Office, Room No. 31, 9 A. M. to 4 P. M.
JOHN SEDGWICK, Chief Judge; **THOMAS BOESE**, Chief Clerk.

COURT OF COMMON PLEAS.

Third floor, New County Court-house, 9 A. M. to 4 P. M.
 Assignment Bureau, Room No. 23, 9 A. M. to 4 P. M.
 Clerk's Office, Room No. 21, 9 A. M. to 4 P. M.
 General Term, Room No. 24, 11 o'clock A. M. to adjournment.
 Special Term, Room No. 22, 11 o'clock A. M. to adjournment.
 Chambers, Room No. 22, 10.30 o'clock A. M. to adjournment.

Part I., Room No. 26, 11 o'clock A. M. to adjournment.
 Part II., Room No. 24, 11 o'clock A. M. to adjournment.
 Equity Term, Room No. 25, 11 o'clock A. M. to adjournment.
 Naturalization Bureau, Room No. 23, 9 A. M. to 4 P. M.
RICHARD L. LARREMORE, Chief Justice; **S. JONES**, Chief Clerk.

COURT OF SPECIAL SESSIONS.

At Tombs, corner Franklin and Centre streets, daily at 10.30 A. M., excepting Saturday.
JOHN F. CARROLL, Clerk. Office, Tombs.

COURT OF GENERAL SESSIONS.

No. 32 Chambers street. Court open at 11 o'clock A. M.
FREDERICK SMYTH, Recorder; **RANDOLPH B. MARTINE**, **JAMES FITZGERALD** and **RUFUS B. COWING**, Judges.
 Terms open, first Monday each month.
JOHN SPARKS, Clerk. Office, Room No. 11, 10 A. M. till 4 P. M.

OYER AND TERMINER COURT.

New County Court-house, second floor, southeast corner, Room No. 12. Court opens at 10.30 o'clock A. M.
JOHN SPARKS, Clerk. Office, Brown-stone Building, City Hall Park, second floor, northwest corner, Room No. 11, 10 A. M. till 4 P. M.

CITY COURT.

City Hall.
 General Term, Room No. 20.
 Trial Term, Part I., Room No. 20.
 Part II., Room No. 21.
 Part III., Room No. 15.
 Part IV., Room No. 11.
 Special Term Chambers and will be held in Room No. 19, 10 A. M. to 4 P. M.
 Clerk's Office, Room No. 10, City Hall, 9 A. M. to 4 P. M.
DAVID MCADAM, Chief Justice; **MICHAEL T. DALY**, Clerk.

DISTRICT CIVIL COURTS.

First District—Third, Fifth and Eighth Wards, and all that part of the First Ward lying west of Broadway and Whitehall street. Court-room, southwest corner of Centre and Chambers streets.
PETER MITCHELL, Justice.
 Clerk's Office open from 9 A. M. to 4 P. M.

Second District—Second, Fourth, Sixth and Fourteenth Wards, and all that portion of the First Ward lying south and east of Broadway and Whitehall street. Court-room, corner of Grand and Centre streets.
CHARLES M. CLANCY, Justice.
 Clerk's Office open from 9 A. M. to 4 P. M.

Third District—Ninth and Fifteenth Wards. Court-room, southwest corner Sixth avenue and West Tenth street. Court open daily (Sundays and legal holidays excepted) from 9 A. M. to 4 P. M.
WM. F. MOORE, Justice.

Fourth District—Tenth and Seventeenth Wards. Court-room, No. 30 First street, corner Second avenue. Court opens 9 A. M. daily, and remains open to close of business.
ALFRED STECKLER, Justice.

Fifth District—Seventh, Eleventh and Thirteenth Wards. Court-room, No. 154 Cinton street.
HENRY M. GOLDFOGLE, Justice.

Sixth District—Eighteenth and Twenty-first Wards. Court-room, No. 61 Union place, Fourth avenue, southwest corner of Eighteenth street. Court opens 9 A. M. daily; continues open to close of business.
SAMSON LACHMAN, Justice.

Seventh District—Nineteenth Ward. Court-room No. 151 East Fifty-seventh street. Court opens every morning at 9 o'clock (except Sundays and legal holidays), and continues open to the close of business.
JOHN B. MCKEAN, Justice.

Eighth District—Sixteenth and Twentieth Wards. Court-room, southwest corner of Twenty-second street and Seventh avenue. Court opens at 9 A. M. and continues open to close of business.

Clerk's office open from 9 A. M. to 4 P. M. each court day.
 Trial days, Wednesdays, Fridays and Saturdays. Return days, Tuesdays, Thursdays and Saturdays.
JOHN JEROME, Justice.

Ninth District—Twelfth Ward, except all that portion of the said ward which is bounded on the north by the centre line of One Hundred and Tenth street, on the south by the centre line of Eighty-sixth street, on the east by the centre line of Sixth avenue, and on the west by the North river. Court-room, No. 150 East One Hundred and Twenty-fifth street.
JOSEPH P. FALLON, Justice.
 Clerk's office open daily from 9 A. M. to 4 P. M. Trial days, Tuesdays and Fridays. Court opens at 9 1/2 A. M.

Tenth District—Twenty-third and Twenty-fourth Wards. Court-room, corner of Third avenue and One Hundred and Fifty-eighth street.
 Office hours, from 9 A. M. to 4 P. M. Court opens at 9 A. M.
ANDREW J. ROGERS, Justice.

Eleventh District—Twenty-second Ward, and all that portion of the Twelfth Ward which is bounded on the north by the centre line of One Hundred and Tenth street, on the south by the centre line of Eighty-sixth street, on the east by the centre line of Sixth avenue, and on the west by the North river. Court-room, No. 919 Eighth avenue. Court open daily (Sundays and legal holidays excepted) from 9 A. M. to 4 P. M.
THOMAS E. MURRAY, Justice.

PUBLIC POUND.

TO BE SOLD AT AUCTION, AT PUBLIC Pound, One Hundred and Thirty-ninth street and Amsterdam avenue, one Black Horse and one Red Calf.

Sale Monday, June 30, at 1 P. M.
M. FITZPATRICK, Pound Master.

NEW YORK, June 26, 1890.

DEPARTMENT OF STREET CLEANING.

NOTICE.

PERSONS HAVING BULKHEADS TO FILL, IN the vicinity of New York Bay, can procure material for that purpose—ashes, street sweepings, etc., such as is collected by the Department of Street Cleaning—free of charge, by applying to the Commissioner of Street Cleaning, in the Stewart Building.

HANS S. BEATTIE, Commissioner of Street Cleaning

FINANCE DEPARTMENT.

PROPOSALS FOR \$615,284.17 CONSOLIDATED STOCK OF THE CITY OF NEW YORK, KNOWN AS SCHOOL-HOUSE BONDS.

EXEMPT FROM TAXATION.

INTEREST THREE PER CENT. PER ANNUM.

SEALED PROPOSALS WILL BE RECEIVED by the Comptroller of the City of New York, at his office, until Wednesday, the 9th day of July, 1890, at 2 o'clock P. M., when they will be publicly opened in the presence of the Commissioners of the Sinking Fund, or such of them as shall attend, as provided by law, for the whole or a part of an issue of \$615,284.17 registered

CONSOLIDATED STOCK

of the City of New York, and known as "School-house Bonds," the principal payable in lawful money of the United States of America, at the Comptroller's office of said city, on the first day of November, in the year 1908, with interest at the rate of three per centum per annum, payable semi-annually on the first day of May and November in each year.

The said stock is issued in pursuance of the provisions of section 132 of the New York City Consolidation Act of 1882, and chapter 136 of the Laws of 1888, and chapter 252 of the Laws of 1889, for the purchase of new school sites, for the erection of new school buildings, and other school purposes, and is

EXEMPT FROM TAXATION

by the City and County of New York, but not from State taxation, pursuant to the provisions of section 137 of the New York City Consolidation Act of 1882, and under an ordinance of the Common Council of said city, approved by the Mayor, October 2, 18

City Consolidation Act of 1882, and the title thereof entered in the Record of the Titles of Assessments confirmed, kept in the office of the Bureau of Arrears, on June 17, 1890, in pursuance of section 915 of said act, that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon as provided in section 917 of said "New York City Consolidation Act of 1882."

Section 917 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect, and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessments are payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before August 18, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEODORE W. MYERS,
Comptroller.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
June 20, 1890.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 916 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property affected by the following assessment list, viz.: Paving Tenth avenue with granite blocks, from Seventy-fourth to One Hundred and Tenth street, which was confirmed by operation of law on January 9, 1889, under section 867 of the New York City Consolidation Act of 1882, and the title thereof entered in the Record of the Titles of Assessments confirmed kept in the office of the Bureau of the Clerk of Arrears, on June 17, 1890, in pursuance of section 915 of said act, that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided in section 917 of said "New York City Consolidation Act of 1882."

Section 917 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessment is payable to the Collector of Assessments and Clerk of Arrears at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before August 18, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEO. W. MYERS,
Comptroller.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
June 16, 1890.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 997 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property, affected by the assessment list in the matter of acquiring title to Jennings street, from Union avenue to Stebbins avenue, which was confirmed by the Supreme Court, June 9, 1890, and entered on the 12th day of June, 1890, in the Record of Titles of Assessments, kept in the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided in section 998 of said "New York City Consolidation Act of 1882."

Section 998 of the said act provides that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessment is payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," Room 31, Stewart Building, between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before August 18, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEODORE W. MYERS,
Comptroller.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
June 16, 1890.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 997 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property affected by the assessment list in the matter of acquiring title to Eagle avenue, from East One Hundred and Forty-ninth street to East One Hundred and Sixty-third street, which was confirmed by the Supreme Court, June 9, 1890, and entered on the 12th day of June, 1890, in the Record of Titles of Assessments, kept in the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon as provided in section 998 of said "New York City Consolidation Act of 1882."

Section 998 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessment is payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," Room 31, Stewart

Building, between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before August 18, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEODORE W. MYERS,
Comptroller.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
June 16, 1890.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 997 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property, affected by the assessment list in the matter of acquiring title to East One Hundred and Forty-seventh street, from Third avenue to Willis avenue, and from Brook avenue to St. Ann's avenue, which was confirmed by the Supreme Court, June 9, 1890, and entered on the 12th day of June, 1890, in the Record of Titles of Assessments, kept in the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon as provided in section 998 of said "New York City Consolidation Act of 1882."

Section 998 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon, at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessment is payable to the Collector of Assessments and Clerk of Arrears at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," Room 31, Stewart Building, between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before August 18, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEODORE W. MYERS,
Comptroller.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
June 13, 1890.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 916 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property affected by the following assessment lists, viz.:

Fencing vacant lots on the block bounded by Ninety-third and Ninety-fourth streets, Park and Madison avenues.

Fencing vacant lots on the north side of One Hundred and Fifteenth street, from Fifth to Lenox avenue.

Flagging and reflagging, curbing and recurbingsouth side of Canal street, between Mott and Mulberry streets.

Flagging and reflagging, curbing and recurbingsouth side of Park avenue, from Sixty-eighth to Sixty-ninth street.

Flagging and reflagging, curbing and recurbingsouth side of Avenue A, from Eighty-first to Eighty-second street.

Flagging and reflagging, curbing and recurbingsouth side of First avenue, from One Hundred and Third to One Hundred and Fourth street, and south side of One Hundred and Fourth street, from First to Second avenue.

Flagging and reflagging, curbing and recurbingsouth side of Second avenue, from Ninety-third to Ninety-fourth street.

Flagging and reflagging, curbing and recurbingsouth side of Third avenue, from Ninety-eighth to Ninety-ninth street.

Flagging and reflagging, curbing and recurbingsouth side of Thirty-eighth street, from First to Second avenue.

Flagging and reflagging, curbing and recurbingsouth side of Seventy-first street, from First avenue to the East river.

Flagging and reflagging, curbing and recurbingsouth side of Seventy-seventh street, from First to Second avenue.

Flagging and reflagging, curbing and recurbingsouth side of Eighty-first street, from First avenue to Avenue A.

Flagging and reflagging, curbing and recurbingsouth side of Eighty-fifth street, from Madison to Fifth avenue.

Flagging and reflagging both sides of Eighty-ninth and Ninetieth streets, from Madison to Fifth avenue; on the east side of Fifth avenue, from Eighty-ninth to Ninetieth street, and west side of Madison avenue, from Eighty-ninth to Ninetieth street.

Flagging and reflagging, curbing and recurbingsouth side of Ninety-second street, between Second avenue and the East river.

Flagging and reflagging, curbing and recurbingsouth side of Ninety-seventh street, from Madison to Fifth avenue.

Flagging and reflagging, curbing and recurbingsouth side of Ninety-eighth street, from Boulevard to West End avenue.

Curbing and recurbings, flagging and reflagging north side of One Hundred and Twelfth and One Hundred and Thirteenth streets, from Fifth to Madison avenue.

Paving Pleasant avenue, from One Hundred and Fifteenth to One Hundred and Nineteenth street, with asphalt pavement.

Paving Morris avenue, or the public place at the intersection of Third and Morris avenues, from the northerly crosswalk of One Hundred and Thirty-eighth street to the northerly crosswalk of One Hundred and Thirty-ninth street, with trap blocks.

Paving Sixty-sixth street, from Tenth to Eleventh avenue, with granite blocks.

Paving Seventy-fifth street, from Avenue A to the East river, with granite blocks, and laying crosswalks.

Paving Seventy-fifth street, from Ninth to Tenth avenue, with granite blocks, and laying crosswalks.

Paving Eighty-second street, from the Boulevard to Riverside Drive, with asphalt pavement, and laying crosswalks.

Paving Eighty-seventh street, from the Boulevard to West End avenue, with granite blocks, and laying crosswalks.

Paving Eighty-eighth street, from Eighth to Ninth avenue, with granite blocks.

Paving Ninetieth street, from the Boulevard to Riverside Drive, with granite blocks, and laying crosswalks.

Paving Ninety-fourth street, from Madison to Fifth avenue, with granite blocks.

Paving Ninety-eighth street, from Second to Third avenue, with granite blocks.

Paving Ninety-eighth street, from Ninth to Tenth avenue, with granite blocks.

Paving Ninety-ninth street, from Eighth to Ninth avenue, with granite blocks.

Paving One Hundred and Sixth street, from Park to Fifth avenue, with granite blocks and laying crosswalks.

Paving One Hundred and Thirteenth street, from the Boulevard to the Riverside Drive, with granite blocks, and laying crosswalks.

Paving One Hundred and Twenty-first street, from Mount Morris avenue to Lenox avenue, with Trinidad asphalt pavement.

Paving One Hundred and Twenty-second street, from Mount Morris avenue to Lenox avenue, with asphalt pavement.

Paving One Hundred and Forty-second street, from Seventh to Eighth avenue, with granite blocks, and laying crosswalks.

Paving One Hundred and Fifty-sixth street, from Tenth to Eleventh avenue, with granite blocks, and laying crosswalks.

Paving One Hundred and Fifty-ninth street, from Tenth avenue to the Boulevard, with granite blocks and laying crosswalks.

Laying a crosswalk across Boston avenue, at the northerly side of Jefferson street.

Laying crosswalks across Lenox avenue, at the northerly and southerly sides of One Hundred and Twenty-seventh street.

Laying crosswalks across Rider avenue and intersecting streets, between the northerly curb line of One Hundred and Thirty-fifth street, and the southerly curb line of One Hundred and Forty-fourth street.

Laying crosswalks across Avenue A, at the northerly side of Seventy-seventh street.

Laying a crosswalk across Avenue A, at the southerly side of Seventy-seventh street.

Laying crosswalks across Avenue A, at the northerly side of Eighty-second street.

Laying crosswalks across Avenue A, at the northerly and southerly sides of Eighty-third street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Nineteenth street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Twentieth street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Twenty-first street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Twenty-third street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Twenty-fourth street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Twenty-ninth street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Thirty-first street.

Laying crosswalks across Seventh avenue, at the northerly and southerly sides of One Hundred and Thirty-second street.

Courtland avenue regulating and grading, setting curb and flagging, from North Third avenue to East One Hundred and Fifty-sixth street.

Lind avenue regulating, grading, curbing and flagging, from Devoe to Wolf street.

Rider avenue regulating, grading, curbing and flagging, from One Hundred and Thirty-fifth to One Hundred and Forty-fourth street.

Ninety-second street regulating, grading, curbing and flagging, from the Boulevard to the Riverside Drive.

One Hundred and Ninth street regulating, grading, curbing and flagging, from Eighth to Manhattan avenue.

Receiving-basin on the southeast corner of Seventy-second street and West End avenue.

Receiving-basins on the southeast corners of Ninety-fifth, Ninety-sixth and Ninety-seventh streets and Madison avenue, and on the southwest corners of Ninety-eighth, Ninety-ninth, One Hundredth, One Hundred and First, One Hundred and Second and One Hundred and Third streets and Madison avenue.

Receiving-basin on the northwest corner of One Hundred and Fifth street and Park avenue.

Receiving-basin in One Hundred and Nineteenth street, between Pleasant avenue and Harlem river.

Receiving-basin on the north side of One Hundred and Twentieth street, opposite Fifth avenue.

Receiving-basins on the northwest, northeast and southeast corners of One Hundred and Fifty-seventh street and Eleventh avenue.

Receiving-basins on the northeast and northwest corners of One Hundred and Fifty-eighth street and Eleventh avenue.

Front street sewer, between Dover street and Peck slip.

South street sewer, between Peck slip and Fulton street.

Avenue B sewer, between Eighty-second and Eighty-third streets.

Third avenue sewer and appurtenances, between One Hundred and Seventieth street and Twenty-third and Twenty-fourth Wards boundary line.

Fourth avenue sewer, west side, between Eighth and Ninth streets, connecting with present sewer in Ninth street.

Tenth avenue sewer alteration and improvement, between Fifthieth and Fifty-first streets, and to curve in Fifthieth street.

Twenty-sixth street sewer extension, from fifth manhole east of First avenue to and connecting with barrel sewer built by the Department of Docks, with alterations and improvement to existing sewer.

Seventy-third street sewer, between East river and Avenue A.

Seventy-ninth street sewer alteration and improvement, between Tenth avenue and summit east of Tenth avenue.

Ninety-fifth street sewer, between Boulevard and Tenth avenue.

One Hundred and Second street sewer, between Riverside and West End avenue.

One Hundred and Fourth street sewer, between Boulevard and West End avenue.

One Hundred and Twenty-ninth street, alteration and improvement, between the Boulevard and second manhole east of Broadway.

One Hundred and Thirty-eighth street sewer, between Eighth and Edgecombe avenues.

One Hundred and Fifty-third street sewer, between Tenth avenue and summit west of Tenth avenue, with alterations and improvement to curve at One Hundred and Fifty-third street and Tenth avenue.

One Hundred and Sixty-first street sewer, between Tenth avenue and Eleventh avenue, Boulevard.

One Hundred and Sixty-ninth street sewer and appurtenances, from Webster avenue to Third avenue, and in Third avenue, from One Hundred and Sixty-ninth street to One Hundred and Seventieth street, with branches in Third avenue, between One Hundred and Sixty-eighth and One Hundred and Sixty-ninth streets, and in One Hundred and Sixty-ninth and One Hundred and Seventieth streets.

—which were confirmed by the Board of Revision and Correction of Assessments May 24, 1890, and entered on the same date in the Record of Titles of Assessments, kept in the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," that unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 917 of said "New York City Consolidation Act of 1882."

Section 917 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessments are payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents," between the hours of 9 A. M. and 2 P. M., and all payments made thereon, on or before July 23, 1890, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

THEO. W. MYERS,
Comptroller.

REAL ESTATE RECORDS.

THE ATTENTION OF LAWYERS, REAL Estate Owners, Monetary Institutions engaged in making loans upon real estate, and all who are interested in providing themselves with facilities for reducing the cost of examinations and searches, is invited to these Official Indices of Records, containing all recorded transfers of real estate in the City of New York from 1653 to 1857, prepared under the direction of the Commissioners of Records.

Grants, grantees, suits in equity, insolvents' and Sheriff's sales in 61 volumes, full bound, price \$100 00
The same in 25 volumes, half bound 50 00
Complete sets, folded, ready for binding 15 00
Records of Judgments, 25 volumes, bound 10 00
Orders should be addressed to "Mr. Stephen Angell, Room 23, Stewart Building."

THEODORE W. MYERS,
Comptroller.

DEPARTMENT OF DOCKS.

(Work of Construction under New Plan.)

DEPARTMENT OF DOCKS,
PIER "A," NORTH RIVER.

TO CONTRACTORS.

(No. 339.)

PROPOSALS FOR ESTIMATES FOR PREPARING FOR AND BUILDING A NEW WOODEN PIER, WITH APPURTENANCES, INCLUDING SEWER-BOXES AND A DUMPING-BOARD, AT THE FOOT OF EAST ONE HUNDRED AND TENTH STREET, HARLEM RIVER.

ESTIMATES FOR PREPARING FOR AND Building a New Wooden Pier, with Appurtenances, including Sewer-boxes, and a Dumping-board at the foot of East One Hundred and Tenth street, Harlem River, will be received by the Board of Commissioners at the head of the Department of Docks, at the office of said Department, on Pier "A," foot of Battery place, North river, in the City of New York, until 12 o'clock M. of

WEDNESDAY, JULY 9, 1890,

at which time and place the estimates will be publicly opened by the head of said Department. The award of the contract, if awarded, will be made as soon as practicable after the opening of the bids.

Any person making an estimate for the work shall furnish the same in a sealed envelope to said Board, at said office, on or before the day and hour above named, which envelope shall be indorsed with the name or names of the person or persons presenting the same, the date of its presentation, and a statement of the work to which it relates.

The bidder to whom the award is made shall give security for the faithful performance of the contract in the manner prescribed and required by ordinance, in the sum of Seven Thousand Six Hundred Dollars.

The Engineer's estimate of the nature, quantities and extent of the work is as follows:

CLASS I.

(a) New Pier—

| | Feet, B. M., measured in the work. |
|---------------------------------------|--|
| 1. Yellow Pine Timber, 12" x 14"..... | 12,838 |
| " " " 12" x 12"..... | 118,717 |
| " " " 12" x 12"..... | 200 |
| " " " 12" x 12"..... | 606 |
| " " " 11" x 12"..... | 1,840 |
| " " " 11" x 12"..... | 704 |
| " " " 10" x 12"..... | 4,068 |
| " " " 10" x 10"..... | 725 |
| " " " 8" x 16"..... | 464 |
| " " " 8" x 15"..... | 1,172 |
| " " " 8" x 12"..... | 724 |
| " " " 8" x 8"..... | 5,271 |
| " " " 7" x 14"..... | 495 |
| " " " 7" x 12"..... | 2,053 |
| " " " 7" x 9"..... | 95 |
| " " " 6" x 12"..... | 5,184 |
| " " " 6" x 10"..... | 73 |
| " " " 6" x 6"..... | 219 |
| " " " 5" x 12"..... | 1,671 |
| " " " 5" x 11"..... | 8,939 |
| " " " 5" x 10"..... | 17,363 |
| " " " 4" x 12"..... | 90 |
| " " " 4" x 10"..... | 62,487 |
| " " " 2" x 4"..... | 3,400 |
| Total | 249,398 |

| | Feet, B. M., measured in the work. |
|------------------------------------|--|
| 2. Spruce Timber, 4" x 10"..... | 56,296 |
| 3. White Oak Timber, 8" x 12"..... | 5,376 |

NOTE.—The above quantities of timber, in items 1, 2 and 3, are inclusive of extra lengths required for scarfs, laps, etc., but are exclusive of waste.

4. White Pine, Yellow Pine or Cypress Piles for Pier, about 60 to 65 feet long..... 438

5. White Oak Fender Piles, about 60 to 65 feet long..... 18

6. $\frac{3}{8}$ " x 28", $\frac{7}{8}$ " x 26", $\frac{7}{8}$ " x 22", $\frac{3}{4}$ " x 16", $\frac{3}{4}$ " x 14", $\frac{3}{4}$ " x 12", $\frac{3}{4}$ " x 22", $\frac{3}{4}$ " x 20", $\frac{3}{4}$ " x 18", $\frac{3}{4}$ " x 16", $\frac{3}{4}$ " x 14", $\frac{3}{4}$ " x 12", $\frac{3}{4}$ " x 14", $\frac{3}{4}$ " x 12", $\frac{3}{4}$ " x 14", $\frac{3}{4}$ " x 12", $\frac{3}{4}$ " x 10", $\frac{3}{4}$ " x 7" square, and $\frac{3}{4}$ " x 8", and $\frac{3}{4}$ " x 8" round, wrought-iron spike-pointed Dock-spikes, and 40d. Nails, about..... 22,871 pounds.

7. Boiler-plate Armatures and Wrought-iron Strap-bolts and Washers, about..... 12,069 "

8. 2", $1\frac{1}{2}$ ", $1\frac{1}{4}$ ", $1\frac{1}{2}$ " and 1" Wrought-iron Screw-bolts and Nuts, about..... 11,727

| | |
|--|-------------|
| 2. White Oak Treennails..... | 938 |
| 3. $\frac{3}{8}$ " x 22", $\frac{3}{8}$ " x 12", $\frac{3}{8}$ " x 17", $\frac{3}{8}$ " x 9", $\frac{1}{2}$ " x 9" and $\frac{3}{8}$ " x 8" square Wrought-iron Dock Spikes, about..... | 258 pounds. |
| 4. $\frac{3}{8}$ " x 16", $\frac{3}{8}$ " x 12", $\frac{1}{2}$ " x 12", $\frac{1}{2}$ " x 10", $\frac{1}{2}$ " x 6", and $\frac{1}{2}$ " x 8" square Wrought-iron Galvanized Dock-spikes, about..... | 3,275 " |
| 5. 1" Wrought-iron Screw Bolts and Nuts, about..... | 941 " |
| 6. Cast-iron Washers for 1" Screw Bolts, about..... | 246 " |
| 7. Labor of every description for about 304 linear feet of Sewer. | |

CLASS II.
DUMPING-BOARD.

| | Feet, B. M., measured in the work. |
|---------------------------------------|--|
| 1. Yellow Pine Timber, 10' x 12'..... | 11,105 |
| " " " 10' x 10'..... | 17,861 |
| " " " 5' x 12'..... | 400 |
| " " " 5' x 11'..... | 3,667 |
| " " " 5' x 10'..... | 20,910 |
| " " " 7' x 10'..... | 107 |
| " " " 4' x 10'..... | 2,438 |
| " " " 6' x 12'..... | 1,742 |
| " " " 6' x 10'..... | 92 |
| " " " 6' x 6'..... | 523 |
| Total..... | 58,845 |

NOTE.—Attention to Article 94 of the specifications, allowing crosscutting under certain conditions.

| | Feet, B. M., measured in the work. |
|-------------------------------------|--|
| 2. Yellow Pine Timber, 4' x 6'..... | 795 |
| " " " 2' x 5'..... | 338 |
| Total..... | 1,133 |

NOTE.—This quality of yellow pine timber will be uncreosoted.

| | Feet, B. M., measured in the work. |
|---|--|
| 3. Spruce, 3' x 10'..... | 6,857 |
| 4. Spruce or Yellow Pine Boards, 1", about..... | 2,983 |

NOTE.—The above quantities in items 1, 2, 3 and 4, are inclusive of extra lengths required for scarfs, laps, etc., but are exclusive of waste.

- $\frac{3}{8}$ " x 22", $\frac{3}{8}$ " x 20", $\frac{3}{8}$ " x 22", $\frac{3}{8}$ " x 20", $\frac{3}{8}$ " x 16", $\frac{3}{8}$ " x 10", $\frac{3}{8}$ " x 14", $\frac{1}{2}$ " x 12", $\frac{1}{2}$ " x 10", and $\frac{1}{2}$ " x 6" square Wrought-iron Dock Spikes and 40d and rod Nails, about..... 3,372 pounds.
- 1" and $\frac{3}{8}$ " Wrought-iron Screw-bolts and Nuts, and $\frac{3}{8}$ " x 3" Wood-screws, about..... 1,268 "
- Wrought-iron Straps, about..... 1,385 "
- Cast-iron Washers for 1" and $\frac{3}{8}$ " Screw-bolts, about..... 507 "

9. Labor of framing and carpentry, including all moving of timber, jointing, planing, bolting, spiking, painting, oiling or tarring, and furnishing the materials for painting, oiling or tarring, and labor of every description for an area of about 4,936 square feet of dumping-board and ramp.

N. B.—As the above-mentioned quantities, though stated with as much accuracy as is possible, in advance, are approximate only, bidders are required to submit their estimates upon the following express conditions, which shall apply to and become a part of every estimate received:

1st. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may prefer, as to the accuracy of the foregoing Engineer's estimate, and shall not at any time after the submission of an estimate, dispute or complain of the above statement of quantities, nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

2d. Bidders will be required to complete the entire work to the satisfaction of the Department of Docks, and in substantial accordance with the specifications of the contract and the plans therein referred to. No extra compensation beyond the amount payable for each class of the work before mentioned, which shall be actually performed, at the prices therefor, to be specified by the lowest bidder, shall be due or payable for the entire work.

The work to be done under the contract is to be commenced within five days after the date of the contract, and all the work to be done under the contract (except about 60 feet of the shore end of the pier, which will not be constructed until the sewer opening in the bulkhead-wall is constructed by the Department of Docks) is to be fully completed on or before the 1st day of November, 1890, or within as many days thereafter as the site of the new pier may have been occupied, after the date of the execution of this agreement, by the Department of Docks in dredging for the pier. And the said about 60 feet is to be completed within thirty days after notice shall be given to the Contractor by said Department of Docks that work on the said about 60 feet may be begun; and the damages to be paid by the Contractor for each day that the contract may be unfulfilled after the time fixed for the fulfillment thereof has expired, are, by a clause in the contract, determined, fixed and liquidated at Fifty Dollars per day.

Bidders will state in their estimates a price for the whole of the work to be done in each class, in conformity with the approved form of agreement and the specifications therein set forth, by which price the bids will be tested. These prices are to cover all expenses of every kind involved in or incidental to the fulfillment of the contract, including any claim that may arise through delay, from any cause, in the performing of the work thereunder. The award of the contract, if awarded, will be made to the bidder who is the lowest for doing the whole of the work comprised in both classes, and whose estimate is regular in all respects.

Bidders will distinctly write out, both in words and in figures, the amount of their estimates for doing each class of the work.

The person or persons to whom the contract may be awarded will be required to attend at this office with the sureties offered by him or them, and execute the contract within five days from the date of the service of a notice to that effect; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and as in default to the Corporation; and the contract will be readvertised and relet, and so on until it be accepted and executed.

Bidders are required to state in their estimates, their names and places of residence; the names of all persons interested with them therein; and if no other person be so interested, the estimate shall distinctly state the fact; also that the estimate is made without any connection with any other person making an estimate for the same work, and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof; which estimate must be verified by the oath, in writing, of the party making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed to by all the parties interested.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their

sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract, they will pay to the Corporation of the City of New York any difference between the sum to which said person or persons would be entitled on its completion, and that which said Corporation may be obliged to pay to the person to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work to be done in each class by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; and that he has offered himself as surety in good faith, and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered will be subject to approval by the Comptroller of the City of New York after the award is made and prior to the signing of the contract.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or National Banks of the City of New York, drawn to the order of the Comptroller, or money to the amount of five per centum of the amount of security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-book, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

Bidders are informed that no deviation from the specifications will be allowed unless under the written instructions of the Engineer-in-Chief.

No estimate will be accepted from, or contract awarded to, any person who is in arrears to the Corporation upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Corporation.

THE RIGHT TO DECLINE ALL THE ESTIMATES IS RESERVED, IF DEEMED FOR THE INTEREST OF THE CORPORATION OF THE CITY OF NEW YORK.

Bidders are requested, in making their bids or estimates, to use the blank prepared for that purpose by the Department, a copy of which, together with the form of the agreement, including specifications, and showing the manner of payment for the work, can be obtained upon application therefor at the office of the Department.

EDWIN A. POST,
JAMES MATTHEWS,
J. SERGEANT CRAM,
Commissioners of the Department of Docks.
Dated NEW YORK, June 24, 1890.

(Work of Construction under New Plan.)

DEPARTMENT OF DOCKS,
PIER "A," NORTH RIVER.

TO CONTRACTORS.

(No. 338.)

PROPOSALS FOR ESTIMATES FOR FURNISHING GRANITE STONES FOR BULKHEAD OR RIVER WALL.

ESTIMATES FOR FURNISHING GRANITE Stones for Bulkhead or River Wall will be received by the Board of Commissioners at the head of the Department of Docks, at the office of said Department, on Pier "A," foot of Battery place, North river, in the City of New York, until 12 o'clock M. of

THURSDAY, JULY 3, 1890,

at which time and place the estimates will be publicly opened by the head of said Department. The award of the contract, if awarded, will be made as soon as practicable after the opening of the bids.

Any person making an estimate for the work shall furnish the same in a sealed envelope to said Board, at said office, on or before the day and hour above named, which envelope shall be indorsed with the name or names of the person or persons presenting the same, the date of its presentation, and a statement of the work to which it relates.

The bidder to whom the award is made shall give security for the faithful performance of the contract, in the manner prescribed and required by ordinance, in the sum of Seven Thousand Dollars.

The Engineer's estimate of the work to be done is as follows:

To be furnished, cut in accordance with specifications. 670 pieces of Granite, consisting of:

Class 1.—258 Headers and 284 Stretchers, containing about 11,000 cubic feet.

Class 2.—128 Copping-stones, containing about 10,240 cubic feet.

For further particulars, see the drawings referred to in the specifications forming part of the contract.

N. B.—As the above-mentioned quantities of cubic feet, though stated with as much accuracy as is possible, in advance, are approximate only, bidders are required to submit their estimates upon the following express conditions, which shall apply to and become a part of every estimate received:

1st. Bidders must satisfy themselves, by personal examination of similar stones now owned by the Department of Docks, and of the plans, and by such other means as they may prefer, as to the accuracy of the foregoing Engineer's estimate, and shall not at any time after the submission of an estimate dispute or complain of the above statement of quantities, nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

2d. Bidders will be required to complete the entire work to the satisfaction of the Department of Docks, and in substantial accordance with the specifications of the contract and the plans therein referred to. No extra compensation, beyond the amount payable for the work before mentioned, which shall be actually performed, at the price therefor, per cubic foot, to be specified by the lowest bidder, shall be due or payable for the entire work.

The first delivery of granite under this contract will be made as soon as practicable after the date of the execution of this contract, and will proceed thereafter with reasonable dispatch, and all the work to be done under this contract is to be fully completed on or before the 15th day of October, 1890, and the amounts in each delivery are to be divided between the several classes, as ordered by the Engineer-in-Chief. The damages to be paid by the contractor for each day that the contract may be unfulfilled after the time fixed for the fulfillment thereof has expired, are, by a clause in the contract, determined, fixed and liquidated at Fifty Dollars per day.

Bidders will state in their estimates the prices per cubic foot for the stones to be furnished, in each class, in conformity with the approved form of agreement and the specifications therein set forth, by which prices the bids will be tested. These prices are to cover all expenses of every kind involved in or incidental to the fulfillment of the contract, including any claim that may arise through delay, from any cause, in the performing of the work thereunder.

Bidders will distinctly write out, both in words and in figures, the amount of their estimates for doing the work.

The person or persons to whom the contract may be awarded will be required to attend at this office, with the sureties offered by him or them, and execute the contract within five days from the date of the service of a notice to that effect, and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and as in default to the Corporation; and the contract will be readvertised and relet, and so on until it be accepted and executed.

Bidders are required to state in their estimates their names and places of residence, the names of all persons interested with them therein; and if no other person be so interested, the estimate shall distinctly state the fact; also, that the estimate is made without any connection with any other person making an estimate for the same work, and that it is in all respects fair and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof; which estimate must be verified by the oath, in writing, of the party making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract they will pay to the Corporation of the City of New York any difference between the sum to which said person or persons would be entitled on its completion and that which said Corporation may be obliged to pay to the person to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work to be done in each class by which the bids are tested; the consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; and that he has offered himself as surety in good faith and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered will be subject to approval by the Comptroller of the City of New York after the award is made and prior to the signing of the contract.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or National Banks of the City of New York, drawn to the order of the Comptroller, or money to the amount of five per centum of the amount of security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the estimate-book, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

Bidders are informed that no deviation from the specifications will be allowed, unless under the written instructions of the Engineer-in-Chief.

No estimate will be accepted from, or contract awarded to, any person who is in arrears to the Corporation, upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Corporation.

THE RIGHT TO DECLINE ALL THE ESTIMATES IS RESERVED, IF DEEMED FOR THE INTEREST OF THE CORPORATION OF THE CITY OF NEW YORK.

Bidders are requested, in making their bids or estimates, to use the blank prepared for that purpose by the Department, a copy of which, together with the form of the agreement, including specifications, and showing the manner of payment for the work, can be obtained upon application therefor at the office of the Department.

EDWIN A. POST,
JAMES MATTHEWS,
J. SERGEANT CRAM,
Commissioners of the Department of Docks.
Dated NEW YORK, June 18, 1890.

JURORS.

NOTICE OF COMMISSIONER OF JURORS IN REGARD TO CLAIMS FOR EXEMPTION FROM JURY DUTY.

ROOM 127, STEWART BUILDING,
NO. 280 BROADWAY, THIRD FLOOR,
NEW YORK, JUNE 1, 1890.

CLAIMS FOR EXEMPTION FROM JURY duty will be heard by me daily at my office, from 9 A. M. until 4 P. M.

Those entitled to exemption are: Clergymen, lawyers, physicians, surgeons, surgeon-dentists, professors or teachers in a college, academy or public school, licensed pharmacists or druggists, actually engaged in their respective professions and not following any other calling; militiamen, policemen, and firemen; election officers, jury non-residents, and city employees, and United States employees; officers of vessels making regular trips; licensed pilots, actually following that calling; superintendents, conductors and engineers of a railroad company other than a street railroad company; telegraph operators actually doing duty as such; Grand, Sheriff's, and Civil Court jurors; stationary engineers; and persons physically incapable of performing jury duty by reason of severe sickness, deafness, or other physical disorder.

Those who have not answered as to their liability, or proved permanent exemption, will receive a "jury enrollment notice," requiring them to appear before me this year. Whether liable or not, such notices must be answered (in person, if possible), and at this office only, under severe penalties. If exempt, the party must bring proof of exemption; if liable, he must also answer in person, giving full and correct name, residence, etc., etc. No attention paid to letters.

Persons "enrolled" as liable must serve when called or pay their fines. No mere excuse will be allowed or interference permitted. The fines, unpaid, will be entered as judgments upon the property of the delinquents.

All good citizens will aid the course of justice, and secure reliable and respectable juries, and equalize their duty by serving promptly when summoned, allowing their clerks or subordinates to serve reporting to me any attempt at bribery or evasion, and suggesting names for enrollment. Persons between sixty and seventy years of age, summer absentees, persons temporarily ill, and United States jurors, are not exempt.

Every man must attend to his own notice. It is a misdemeanor to give any jury paper to another to answer. It is also punishable by fine or imprisonment to give or receive any present or bribe, directly or indirectly, in relation to a jury service, or to withhold any paper or make any false statement and every case will be fully prosecuted.

CHARLES REILLY,
Commissioner of Jurors.

BOARD OF EDUCATION.

SEALED PROPOSALS WILL BE RECEIVED BY the Board of School Trustees for the Twentieth Ward, at the Hall of the Board of Education, No. 146 Grand street, until 3.30 o'clock P. M. on Thursday, July 10, 1890, for Repairing, etc., the Heating Apparatus in Grammar School No. 32.

J. WESLEY SMITH, Chairman,
G. W. FERGUSON, Secretary,
Board of School Trustees, Twentieth Ward.
Dated NEW YORK, June 27, 1890.

SEALED PROPOSALS WILL BE RECEIVED by the Board of School Trustees for the Twelfth Ward, at the Hall of the Board of Education, No. 146 Grand street, until 4 o'clock P. M. on Monday, July 7, 1890, for supplying New Furniture for Grammar School Building No. 46.

JOHN WHALEN, Chairman,
ANTONIO RASINES, Secretary,
Board of School Trustees, Twelfth Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Twenty-third Ward, until 3.30 o'clock P. M. on Monday, July 7, 1890, for the Erection of a Temporary School Building on Beach avenue, corner of One Hundred and Forty-ninth street.

FREDERICK FOLZ, Chairman,
A. F. BRUGMAN, Secretary,
Board of School Trustees, Twenty-third Ward.
Dated NEW YORK, June 21, 1890.

SEALED PROPOSALS WILL BE RECEIVED by the Board of School Trustees for the Eleventh Ward, at the hall of the Board of Education, No. 146 Grand street, until 9.30 o'clock A. M. on Tuesday, July 1, 1890, for making Sanitary Alterations, etc., at Grammar School No. 36.

WILLIAM A. GRAHAM, Chairman,
P. J. MCCUE, Secretary,
Board of School Trustees, Eleventh Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Twentieth Ward, until 10 o'clock A. M. on Tuesday, July 1, 1890, for making Sanitary Alterations, etc., at Grammar School No. 32.

J. WESLEY SMITH, Chairman,
G. W. FERGUSON, Secretary,
Board of School Trustees, Twentieth Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Twenty-first Ward, until 3.30 o'clock P. M. on Tuesday, July 1, 1890, for making Repairs, Alterations, etc., at Grammar Schools Nos. 14, 49, and Primary School No. 16; also for making Sanitary Alterations, etc., at Grammar School No. 49.

ANDREW G. AGNEW, Chairman,
E. ELLERY ANDERSON, Secretary,
Board of School Trustees, Twenty-first Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Twenty-second Ward, until 4 o'clock P. M. on Tuesday, July 1, 1890, for making Repairs, Alterations, etc., at Grammar Schools Nos. 9, 17, 51, 58, 67, 69, 84, and Primary School No. 41.

JAMES R. CUMING, Chairman,
RICHARD S. TREACY, Secretary,
Board of School Trustees, Twenty-second Ward.
Dated NEW YORK, June 18, 1890.

SEALED PROPOSALS WILL BE RECEIVED by the Board of School Trustees for the Twenty-fourth Ward, at the Hall of the Board of Education, No. 146 Grand street, until 9.30 o'clock A. M. on Monday, June 30, 1890, for making Repairs, Alterations, etc., at Grammar Schools Nos. 63 and 65 and Primary School No. 45.

ELMER A. ALLEN, Chairman,
LOUIS EICKWORT, Secretary,
Board of School Trustees, Twenty-fourth Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Ninth Ward, until 10 o'clock A. M. on Monday, June 30, 1890, for making Sanitary Improvements at Grammar School No. 16.

WM. J. VAN ARSDALE, Chairman,
CHAS. A. BENEDICT, Secretary,
Board of School Trustees, Ninth Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Twenty-third Ward, until 3.30 o'clock P. M. on Monday, June 30, 1890, for making Repairs, Alterations, etc., at Grammar Department of Grammar School No. 60, Primary Department of Grammar School No. 60, and Grammar School No. 61.

FREDERICK FOLZ, Chairman,
ALBERT F. BRUGMAN, Secretary,
Board of School Trustees, Twenty-third Ward.

Sealed proposals will also be received at the same place, by the School Trustees of the Seventeenth Ward, until 4 o'clock P. M. on Monday, June 30, 1890, for making Sanitary Improvements at Grammar School No. 19.

HIRAM MERRITT, Chairman,
CHAS. MIEHLING, Secretary,
Board of School Trustees, Seventeenth Ward.

Dated NEW YORK, June 17, 1890.

Plans and specifications may be seen, and blank proposals obtained, at the office of the Superintendent of School Buildings, No. 146 Grand street, third floor.

The Trustees reserve the right to reject any or all of the proposals submitted.

The party submitting a proposal, and the parties proposing to become sureties, must each write his name and place of residence on said proposal.

Two responsible and approved sureties, residents of this city, are required in all cases.

No proposal will be considered from persons whose character and antecedent dealings with the Board of Education render their responsibility doubtful.

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION.

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION,
NO. 66 THIRD AVENUE,
NEW YORK, JUNE 25, 1890.

IN ACCORDANCE WITH AN ORDINANCE OF the Common Council, "In relation to the burial of strangers or unknown persons who may die in any of the public institutions of the City of New York," the Commissioners of Public Charities and Correction report as follows:

At Morgue, Bellevue Hospital, from foot of Twenty-eighth street, East river.—Unknown man, aged about 21 years; 5 feet 4 inches high; dark brown hair. Had

on black coat and vest, gray mixed pants, white knit undershirt, white cotton socks, gaiters.

Unknown man from Pier A, North river, aged about 28 years; 5 feet 5 inches high; light brown hair, sandy moustache. Had on blue check jumper, gray pants, gray cotton undershirt and drawers, gray socks, American coat-of-arms tattooed on breast, female and sailor tattooed on right and left arms.

Unknown man from Sixty-second street and Twelfth avenue, aged about 60 years; 5 feet 6 inches high; gray hair and beard, brown eyes. Had on black coat and pants, two gray vests, blue and white cotton shirt, white cotton undershirt and drawers, pink socks, laced shoes.

Unknown man from Pier A, North river, aged about 40 years; 5 feet 8 inches high; sandy hair, moustache and goatee. Had on gray shirt, black pants, white undershirt, white cotton flannel drawers, purple woolen socks, buttoned shoes.

Unknown man from foot of Harrison street, aged about 35 years; 5 feet 9 inches high; sandy hair and moustache. Had on blue coat and vest, check pants, check cotton jumper, brown striped shirt, red flannel undershirt and drawers, brown cotton socks, laced shoes.

At Charity Hospital, Blackwell's Island—Frank Leeland, aged 63 years; 5 feet 7 inches high; gray hair, dark eyes. Had on when admitted dark coat, vest and pants, white shirt, colored shirt, cotton flannel drawers, shoes, black derby hat.

Nothing known of their friends or relatives.

By order,

G. F. BRITTON, Secretary

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION,
No. 66 THIRD AVENUE,
NEW YORK, June 18, 1890.

IN ACCORDANCE WITH AN ORDINANCE OF the Common Council, "In relation to the burial of strangers or unknown persons who may die in any of the public institutions of the City of New York," the Commissioners of Public Charities and Correction report as follows:

At Morgue, Bellevue Hospital, from Pier 28, East river—Unknown man, aged about 40 years; 5 feet 5 inches high; light brown hair. Had on blue pants and vest, blue and white striped shirt, gray woolen undershirt, white muslin drawers, white cotton socks, buckled shoes. Cross tattooed on left arm; wore a truss.

Unknown woman, from foot of Twenty-third street, East river, aged about 18 years; 5 feet 2 inches high; light brown hair, braided in the back. Had on green alpaca sacque, white muslin chemise and drawers, black jersey, slate-colored corsets, black stockings, buttoned shoes, gold earrings.

Unknown man, from Tenth street and East river, found on pile of lumber, aged about 47 years; 5 feet 9 inches high; sandy hair, moustache and beard, mixed with gray; gray eyes. Had on brown plaid coat and vest, blue and red mixed pants, white shirt, pink socks, gaiters, black derby hat.

Unknown man, from Oak Point, aged about 27 years; 5 feet 5 inches high; brown hair and moustache. Had on gray coat, pants and vest, white shirt, brown cotton stockings, brogan shoes.

At Workhouse, Blackwell's Island—Nellie White, aged 39 years. Committed June 2, 1890. Had on when received black and white calico skirt, white shirt, brown waist, brown cape.

At New York City Asylum for Insane, Blackwell's Island—Rosanna Santer, alias Amelia Bayer, aged about 39 years; 5 feet 2½ inches high; brown eyes and hair. Admitted January 23, 1874.

Mary Murphy, aged 66 years; 5 feet 3¼ inches high; gray hair; blue eyes. Transferred from Almshouse July 29, 1889.

Nothing known of their friends or relatives.

By order,

G. F. BRITTON, Secretary.

DEPARTMENT OF PUBLIC PARKS.

CITY OF NEW YORK—DEPARTMENT OF PUBLIC PARKS,
Nos. 49 and 51 CHAMBERS STREET,
June 24, 1890.

AUCTION SALE.

THE DEPARTMENT OF PUBLIC PARKS WILL sell at public auction by J. Thomas Stearns, auctioneer, all the buildings, barns, sheds, fences, etc., now standing within the lines of Jennings street, from Union avenue to Stebbins avenue; Bristow street, from Boston road to Stebbins avenue; Chisholm street, from Stebbins avenue to Jennings street, Wednesday, July 2, 1890, commencing at 10 o'clock A. M.

The sale will begin with and in front of premises numbered 1 on following list, and continue in the order arranged:

JENNINGS STREET.

No. 1. Picket fences, 153 lineal feet, and outhouse, 4 feet x 5 feet.

No. 2. Six trees, from 6 inches to 15 inches diameter.

No. 3. Two story frame house with extensions, 25 x 16 x 25 x 12 feet.

No. 4. Stone wall, 65 lineal feet.

No. 5. Board fences, partly 10 feet and partly 4 feet high, 192 lineal feet.

No. 6. Stone wall, 64 lineal feet, and board fence 4 feet high, 64 lineal feet.

No. 7. Board fence, 60 lineal feet.

No. 8. Three trees, about 12 inches diameter.

No. 9. One-story frame house with extension, 20 x 13 x 13 x 13 feet.

No. 10. One-story frame house, with barn extension, 28 feet x 16 feet.

BRISTOW STREET.

No. 11. About 11 trees, from 12 inches to 15 inches diameter.

No. 12. Stone walls on both sides of lane, 170 lineal feet.

No. 13. Stone wall, 60 lineal feet.

No. 14. Four trees, about 9 inches in diameter.

CHISHOLM STREET.

No. 15. Stone wall, 45 feet.

No. 16. Stone wall, 198 lineal feet.

No. 17. Three trees, from 24 inches to 30 inches in diameter.

No. 18. Board fence, partly blown down, 210 lineal feet.

TERMS OF SALE.

The purchase moneys to be paid in bankable funds at the time of sale. The purchasers will be required to remove their property within twenty days from date of sale, and will be liable for any and all damages to persons, animals or property by reason of the removal of said buildings, etc.

For further information apply at the office of the Department, Nos. 49 and 51 Chambers street.

By order of the Department of Public Parks,

CHARLES DE F. BURNS,
Secretary.

CITY OF NEW YORK—DEPARTMENT OF PUBLIC PARKS,
Nos. 49 and 51 CHAMBERS STREET,
June 17, 1890.

NOTICE.

THE DEPARTMENT OF PUBLIC PARKS will sell at Public Auction, by Van Tassel & Kearney, Auctioneers, on Monday, June 30, 1890, at 11 o'clock A. M., at the Sheepfold, Sixty-sixth street and Eighth avenue, Central Park, the following:

1 lot of Sheep Fleeces.

23 Ram Lambs.

10 Ewe Lambs.

2 Bay Horses, about 16 hands.

1 White Horse, about 16 hands.

TERMS OF SALE.

The purchase money to be paid in bankable funds at the time of sale.

Purchases to be removed immediately after the sale. By order of the Department of Public Parks.

CHARLES DE F. BURNS,
Secretary.

SUPREME COURT.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to DECATUR AVENUE (although not yet named by proper authority), extending from Brookline street to Mosholu Parkway, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house, in the City of New York, on Friday, the 18th day of July, 1890, at the opening of Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Decatur avenue, extending from Brookline street to Mosholu Parkway, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out, and designated as a first-class street or road by the Department of Public Parks, being the following-described lots, pieces or parcels of land, viz:

PARCEL "A."

Beginning at a point in the southern line of the Southern Boulevard, distant 19,481.28 feet north of the eastern prolongation of the southern line of West One Hundred and Fifty-fifth street, measured at right angles to the same:

1st. Thence northerly along the southern line of Southern Boulevard for 60.51 feet;

2d. Thence southwesterly, deflecting 97° 28' 08" to the left, for 711.76 feet;

3d. Thence southwesterly, deflecting 3° 54' 01" to the right, for 60.27 feet;

4th. Thence southwesterly, deflecting 1° 24' 30" to the right, for 230.9 feet;

5th. Thence southwesterly, deflecting 15° 22' 26" to the left, for 885.45 feet;

6th. Thence southwesterly, deflecting 5° 29' 04" to the left, for 618.23 feet;

7th. Thence southeasterly, deflecting 86° 22' 01" to the left, for 60.12 feet;

8th. Thence northeasterly, deflecting 93° 37' 59" to the left, for 619.16 feet;

9th. Thence northeasterly, deflecting 5° 29' 04" to the right, for 874.48 feet;

10th. Thence northeasterly, deflecting 15° 22' 26" to the right, for 218.61 feet;

11th. Thence northeasterly, deflecting 0° 47' 19" to the left, for 60.21 feet;

12th. Thence northeasterly for 713.72 feet to the point of beginning.

PARCEL "B."

Beginning at a point in the northern line of Southern Boulevard, distant 19,574.98 feet northerly from the eastern prolongation of the southern line of West One Hundred and Fifty-fifth street, measured at right angles to the same:

1st. Thence westerly along the northern line of Southern Boulevard for 60.49 feet;

2d. Thence northeasterly, deflecting 82° 41' 42" to the right, for 817.56 feet to the Mosholu Parkway;

3d. Thence southerly along the southern line of Mosholu Parkway for 67.31 feet;

4th. Thence southwesterly for 794.75 feet to the point of beginning.

Decatur avenue is designated a street of the first class and is 60 feet wide.

And as shown on certain maps filed by the Commissioners of the Department of Public Parks in the office of the Register of the City and County of New York, in the office of the Secretary of State of the State of New York, and in the Department of Public Parks.

Dated New York, June 21, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to UNION STREET (although not yet named by proper authority), extending from Lind avenue to Anderson avenue, in the Twenty-third Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house in the City of New York, on Friday, the 18th day of July, 1890, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Union street, extending from Lind avenue to Anderson avenue, in the Twenty-third Ward, in the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks, being the following-described lots, pieces or parcels of land, viz:

Beginning at a point in the eastern line of Lind avenue, distant 136.49 feet southerly from the intersection of the northern and eastern lines of said Lind avenue (confirmed May 22, 1888), which intersection is the southeastern corner of Lind avenue and Wolf street;

1st. Thence southwesterly along the eastern line of Lind avenue for 51.56 feet;

2d. Thence southeasterly, deflecting 104° 08' 16" to the left, for 1,088.46 feet;

3d. Thence northeasterly, deflecting 82° 52' 30" to the left, for 50.36 feet;

4th. Thence northwesterly, for 1,022.12 feet, to the point of beginning.

Union street is a street of the first-class and is 50 feet wide.

And as shown on certain maps filed by the Commissioners of the Department of Public Parks in the office of the Register of the City and County of New York, in the office of the Secretary of State of the State of New York, and in the Department of Public Parks.

Dated New York, June 21, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to AUDUBON AVENUE (although not yet named by proper authority), between One Hundred and Sixty-fifth street and One Hundred and Seventy-fifth street, in the Twelfth Ward of the City of New York.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house, in the City of New York, on Friday, the 18th day of July, 1890, at the opening of the court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Audubon avenue, between One Hundred and Sixty-fifth street and One Hundred and Seventy-fifth street, in the Twelfth Ward, in the City of New York, being the following-described lots, pieces or parcels of land, viz:

Beginning at a point in the southerly line of One Hundred and Seventy-fifth street, distant 370 feet westerly from the westerly line of Tenth avenue; thence southerly and parallel with said avenue, distance 1,209.17 feet to the northerly line of One Hundred and Seventy-fifth street; thence westerly along said line, distance 80 feet; thence northerly 1,220.17 feet to the southerly line of One Hundred and Seventy-fifth street; thence easterly along said line 80 feet to the point of beginning.

Also, beginning at a point in the southerly line of One Hundred and Seventy-fifth street, distant 370 feet westerly from the westerly line of Tenth avenue; thence southerly and parallel with said avenue, distance 93.18 feet to the northerly line of One Hundred and Sixty-sixth street; thence westerly along said line 80 feet; thence northerly, distance 93.18 feet to the southerly line of One Hundred and Seventy-fifth street; thence easterly, distance 80 feet to the point of beginning.

Also, beginning at a point in the southerly line of One Hundred and Sixty-sixth street, distant 370 feet westerly from the westerly line of Tenth avenue; thence southerly and parallel with Tenth avenue, distance 250 feet to the northerly line of One Hundred and Sixty-fifth street; thence westerly 17.07 feet to the easterly line of Kingsbridge road; thence northerly along said line, distance 120.57 feet; thence northerly, distance 147.38 feet to the southerly line of One Hundred and Sixty-sixth street; thence easterly along said line, distance 80 feet to the point of beginning.

Said street to be 80 feet wide between the lines of One Hundred and Sixty-fifth street and One Hundred and Seventy-fifth street.

Dated New York, June 21, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to EAST ONE HUNDRED AND SEVENTY-FIFTH STREET (although not yet named by proper authority), extending from Carter avenue to Third avenue, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to all persons interested in this proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, No. 200 Broadway (fifth floor), in the said city, on or before the twenty-eighth day of July, 1890, and that we, the said Commissioners, will hear parties so objecting within the ten week-days next after the said twenty-eighth day of July, 1890, and for that purpose will be in attendance at our said office on each of said ten days at two o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the twenty-ninth day of July, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the centre line of the blocks between East One Hundred and Fifty-fifth street and East One Hundred and Fifty-fourth street; easterly by the westerly side of Third avenue; southerly by the centre line of the blocks between East One Hundred and Fifty-third street and East One Hundred and Fifty-fourth street, and westerly by the easterly side of Railroad avenue, East, excepting from said area all the streets, avenues and roads, or portions thereof, heretofore legally opened, and all the unimproved land included within the lines of streets, avenues, roads, public squares and places shown and laid out upon any map or maps filed by the Commissioners of the Department of Public Parks, pursuant to the provisions of chapter 604 of the Laws of 1874, and the laws amendatory thereof, or of chapter 410 of the Laws of 1882, as such area is shown upon our benefit map deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, in the City of New York, on the ninth day of August, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, June 17, 1890.

JEFFERSON M. LEVY, Chairman,
LEICESTER HOLME,
EUGENE DURNIN,
Commissioners.

CARROLL BERRY, Clerk.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to that part of LINCOLN AVENUE (although not yet named by proper authority), extending from the Southern Boulevard to Third avenue, in the Twenty-third Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to all persons interested in this proceeding and to the owner or owners, occupant or

occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, No. 200 Broadway (fifth floor), in the said city, on or before the nineteenth day of July, 1890, and that we, the said Commissioners, will hear parties so objecting within the ten week-days next after the said nineteenth day of July, 1890, and for that purpose will be in attendance at our said office on each of said ten days at 2 o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the twenty-first day of July, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land, situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the southerly line of East One Hundred and Thirty-eighth street; easterly by a line parallel with, and distant 100 feet easterly from the easterly line of Lincoln avenue; southerly by the northerly line of the Southern Boulevard, and westerly by a line parallel with, and distant 100 feet westerly from the westerly line of Lincoln avenue and the centre line of the blocks between Lincoln avenue and Third avenue, from East One Hundred and Thirty-fifth street to the intersection of the westerly line of Lincoln avenue with the easterly line of Third avenue; excepting from said area all the streets, avenues and roads, or portions thereof, heretofore legally opened, and all the unimproved land included within the lines of streets, avenues, roads, public squares and places shown and laid out upon any map or maps filed by the Commissioners of the Department of Public Parks, pursuant to the provisions of chapter 604 of the Laws of 1874, and the laws amendatory thereof, or of chapter 410 of the Laws of 1882, as such area is shown upon our benefit map deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, in the City of New York, on the first day of August, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, June 6, 1890.

FRANCIS C. DEVLIN, Chairman,
ROBERT W. TODD,
EZRA A. TUTTLE,
Commissioners.

CARROLL BERRY, Clerk.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to EAST ONE HUNDRED AND SEVENTY-FIFTH STREET (although not yet named by proper authority), extending from Carter avenue to Third avenue, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house in the City of New York, on Saturday, the 28th day of June, 1890, at the opening of the court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as East One Hundred and Seventy-fifth street, extending from Carter avenue to Third avenue, in the Twenty-fourth Ward in the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks, being the following-described lots, pieces or parcels of land, viz:

PARCEL "A."

Beginning at a point in the western line of Webster avenue, distant 736.69 feet southerly from the intersection of the southern line of Tremont avenue with the western line of Webster avenue;

1st. Thence southerly, along the western line of Webster avenue, for 60 feet;

2d. Thence westerly, deflecting 90° 22' 43" to the right, for 110.39 feet;

3d. Thence northerly, deflecting 89° 38' 48" to the right, for 60 feet;

4th. Thence easterly, for 110.36 feet to the point of beginning.

PARCEL "B."

Beginning at a point in the eastern line of Webster avenue, distant 740.84 feet southerly from the intersection of the southern line of Tremont avenue with the eastern line of Webster avenue;

1st. Thence southerly, along the eastern line of Webster avenue, for 60 feet;

2d. Thence easterly, deflecting 89° 37' 17" to the left, for 1,308.98 feet to the western line of Third avenue;

3d. Thence northerly, along the western line of Third avenue, for 60.06 feet;

4th. Thence westerly, for 1,306.80 feet to the point of beginning.

East One Hundred and Seventy-fifth street, from Carter avenue to Third avenue, is designated a street of the first-class and is 60 feet wide.

And as shown on certain maps filed by the Commissioners of the Department of Public Parks in the office of the Register of the City and County of New York, in the office of the

tions in writing, duly verified, to us at our office, No. 200 Broadway (fifth floor), in the said city, on or before the fourteenth day of July, 1890, and that we, the said Commissioners, will hear parties so objecting within the ten week-days next after the said fourteenth day of July, 1890, and for that purpose will be in attendance at our said office on each of said ten days at two o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the fifteenth day of July, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land, situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the southerly line of Brook avenue; easterly by the centre line of the block between Elton avenue and Washington avenue, a line drawn parallel with and distant 100 feet easterly of the easterly line of Elton avenue and the centre line of the blocks between Elton avenue and Third avenue; southerly by the northerly line of Third avenue and by a line drawn at right angles with the westerly line of Elton avenue at its intersection with the westerly line of Third avenue, and extending 100 feet westerly of the westerly line of Elton avenue; westerly by a line drawn parallel with and distant 100 feet westerly of the westerly line of Elton avenue; excepting from said area all the streets, avenues and roads, or portions thereof, heretofore legally opened, and all the unimproved land included within the lines of streets, avenues, roads, public squares and places shown and laid out upon any map or maps filed by the Commissioners of the Department of Public Parks, pursuant to the provisions of chapter 604 of the Laws of 1874, and the Laws amendatory thereof, or of chapter 410 of the Laws of 1882, as such area is shown upon our benefit map deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, in the City of New York, on the twenty-eighth day of July, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, June 2, 1890.

ROBERT W. TODD, Chairman,
FRANCIS C. DEVLIN,
J. P. SOLOMON,
Commissioners.

CARROLL BERRY, Clerk.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to CEDAR PLACE (although not yet named by proper authority), extending from Eagle avenue to Union avenue, in the Twenty-third Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house, in the City of New York, on Saturday, the 28th day of June, 1890, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Cedar place, extending from Eagle avenue to Union avenue, in the Twenty-third Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks, being the following described lots, pieces or parcels of land, viz.:

PARCEL "A."

Beginning at a point in the western line of Forest avenue, distant 650 feet southerly from the intersection of the southern line of Clifton street with the western line of Forest avenue;

1st. Thence southerly along the western line of Forest avenue for 50 feet;

2d. Thence westerly, deflecting 90° to the right, for 970 feet;

3d. Thence northerly, deflecting 90° to the right, for 50 feet;

4th. Thence easterly for 970 feet to the point of beginning.

PARCEL "B."

Beginning at a point in the eastern line of Forest avenue, distant 650 feet southerly from the intersection of the southern line of Clifton street, with the eastern line of Forest avenue;

1st. Thence southerly along the eastern line of Forest avenue for 50 feet;

2d. Thence easterly, deflecting 90° to the left, for 270 feet to the western line of Tinton avenue;

3d. Thence northerly along the western line of Tinton avenue for 50 feet;

4th. Thence westerly for 270 feet to the point of beginning.

PARCEL "C."

Beginning at a point in the eastern line of Tinton avenue, distant 650 feet southerly from the intersection of the southern line of Clifton street with the eastern line of Tinton avenue;

1st. Thence southerly along the eastern line of Tinton avenue for 50 feet;

2d. Thence easterly, deflecting 90° to the left, for 270.71 feet;

3d. Thence northerly, deflecting 90° to the left, for 50 feet;

4th. Thence westerly for 270.71 feet to the point of beginning.

Cedar place is designated a street of the first class and is 50 feet wide.

And as shown on a certain map on file in the Department of Public Parks.

Dated New York, May 29, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title wherever the same has not been heretofore acquired, to ONE HUNDRED AND SIXTY-NINTH STREET (although not yet named by proper authority), extending from Tenth to Eleventh avenue, in the Twelfth Ward of the City of New York.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to all persons interested in this proceeding, and to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, No. 280 Broad-

way (Room 4), in said city, on or before the twelfth day of July, 1890, and that we, the said Commissioners, will hear parties so objecting within ten week-days next after the said twelfth day of July, 1890, and for that purpose will be in attendance at our said office on each of said ten days at two o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the fourteenth day of July, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land, situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the centre line of the blocks between One Hundred and Sixty-ninth street and One Hundred and Seventieth street, from Tenth avenue to Eleventh avenue; easterly by the westerly line of Tenth avenue; southerly by the centre line of the blocks between One Hundred and Sixty-ninth street and One Hundred and Sixty-eighth street, from Tenth avenue to the Kingsbridge road; and westerly by the easterly line of the Kingsbridge road and Eleventh avenue; excepting from said area all the land included within the line of streets, avenues and roads, or portions thereof, heretofore legally opened, as such area is shown upon our benefit maps deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, in the City of New York, on the twenty-eighth day of July, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, June 2, 1890.

JOHN H. ROGAN, Chairman,
CHARLES D. METZ,
JOHN N. EMRA,
Commissioners.

JOHN P. DUNN, Clerk.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to BAILEY AVENUE (although not yet named by proper authority), extending from Boston avenue to Van Cortlandt avenue, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house, in the City of New York, on Saturday, the 28th day of June, 1890, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Bailey avenue, extending from Boston avenue to Van Cortlandt avenue, in the Twenty-fourth Ward, in the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks, being the following described lots, pieces or parcels of land, viz.:

Beginning at the intersection of eastern line of Bailey avenue (confirmed March 4, 1887), with the northern line of said avenue:

1st. Thence northwesterly, along the northern line of said Bailey avenue, for 64.72 feet;

2d. Thence northeasterly, deflecting 75° 41' 43" to the right, for 13.06 feet;

3d. Thence northeasterly, deflecting 5° 53' 21" to the left, for 1,061.61 feet;

4th. Thence northeasterly, curving to the left on the arc of a circle tangent to the preceding course whose radius is 1,160 feet, for 176.60 feet;

5th. Thence northeasterly, on a line tangent to the preceding course, for 100 feet;

6th. Thence northeasterly, curving to the right on the arc of a circle tangent to the preceding course whose radius is 560 feet, for 192.71 feet to a point of reverse curve;

7th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 1,090 feet, for 152.10 feet to a point of reverse curve;

8th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 1,210 feet, for 228.61 feet to a point of reverse curve;

9th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 3,396.16 feet, for 274.74 feet to a point of reverse curve;

10th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 423.94 feet, for 59.15 feet to a point of reverse curve;

11th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 500 feet, for 182.49 feet to a point of reverse curve;

12th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 317.76 feet for 235.94 feet to a point of reverse curve;

13th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 500 feet, for 376.29 feet to a point of reverse curve;

14th. Thence northeasterly, on the arc of a circle tangent to the preceding course whose radius is 560 feet, for 242.95 feet to a point of compound curve.

15th. Thence easterly, on the arc of a circle tangent to the preceding course whose radius is 340 feet, for 537.73 to a point of reverse curve;

16th. Thence easterly, on the arc of a circle tangent to the preceding course whose radius is 215.36 feet, for 233.43 feet to a point of compound curve;

17th. Thence northerly, on the arc of a circle tangent to the preceding course whose radius is 37.81 feet, for 58.71 feet.

18th. Thence southeasterly, on a line tangent to the preceding course, for 133.13 feet.

19th. Thence westerly, curving to the left on the arc of a circle tangent to the preceding course whose radius is 35.4 feet, for 56.25 feet to a point of reverse curve;

20th. Thence westerly, on the arc of a circle tangent to the preceding course whose radius is 275.36 feet, for 298.47 feet to a point of reverse curve;

21st. Thence westerly, on the arc of a circle tangent to the preceding course whose radius is 280 feet, for 442.84 feet to a point of compound curve;

22d. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 900 feet, for 227.76 feet to a point of reverse curve;

23d. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 560 feet, for 421.44 feet to a point of reverse curve;

24th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 257.76 feet, for 191.39 feet to a point of reverse curve;

25th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 560 feet, for 204.39 feet to a point of reverse curve;

26th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 363.94 feet, for 50.78 feet to a point of reverse curve;

27th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 3,456.16 feet, for 279.09 feet to a point of reverse curve;

28th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 1,150 feet for 217.27 feet to a point of reverse curve;

29th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 1,150 feet, for 160.37 feet to a point of reverse curve;

30th. Thence southwesterly, on the arc of a circle tangent to the preceding course whose radius is 500 feet, for 172.07 feet;

31st. Thence southwesterly, on a line tangent to the preceding course, for 100 feet;

32d. Thence southwesterly, curving to the right on the arc of a circle whose radius is 1,220 feet, for 185.73 feet;

33d. Thence southwesterly, on a line tangent to the preceding course, for 1,072.48 feet;

34th. Thence southwesterly for 24.46 feet to the point of beginning.

Bailey avenue, from Boston avenue to Van Cortlandt avenue, is designated a street of the first class and is 60 feet wide.

And as shown on certain maps filed by the Commissioners of the Department of Public Parks in the office of the Register of the City and County of New York, in the office of the Secretary of State of the State of New York, and in the Department of Public Parks.

Dated New York, May 29, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to INDEPENDENCE AVENUE (although not yet named by proper authority), extending from Spuyten Duyvil Parkway to Morrison street, in the Twenty-fourth Ward of the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term of said Court, to be held at Chambers thereof, in the County Court-house, in the City of New York, on Saturday, the 28th day of June, 1890, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title, in the name and on behalf of the Mayor, Aldermen and Commonality of the City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of a certain street or avenue known as Independence avenue, extending from Spuyten Duyvil Parkway to Morrison street in the Twenty-fourth Ward in the City of New York, as the same has been heretofore laid out and designated as a first-class street or road by the Department of Public Parks, being the following-described lots, pieces or parcels of land, viz.:

Beginning at a point in the northern line of Spuyten Duyvil Parkway, distant 19,010.58 feet northerly, from the southern line of West One Hundred and Fifty-fifth street, measured at right angles to the same from a point 3,018.41 feet westerly from the intersection of the eastern line of Tenth avenue with the southern line of West One Hundred and Fifty-fifth street:

1st. Thence southeasterly along the northern line of Spuyten Duyvil Parkway, for 60 feet;

2d. Thence northeasterly, deflecting 90° 32' 26" to the left, for 50 feet;

3d. Thence northeasterly, deflecting 27° 30' to the right, for 459.46 feet;

4th. Thence northeasterly, deflecting 17° 48' 08" to the left, for 759.30 feet;

5th. Thence northwesterly, deflecting 90° to the left for 60 feet;

6th. Thence southwesterly, deflecting 90° to the left, for 749.90 feet;

7th. Thence southwesterly, deflecting 17° 48' 08" to the right, for 449.99 feet;

8th. Thence southwesterly, for 50 feet, to the point of beginning.

Independence avenue is a street of the first class, and is 60 feet wide.

And as shown on certain maps filed by the Commissioners of the Department of Public Parks in the office of the Register of the City and County of New York, in the office of the Secretary of State of the State of New York, and in the Department of Public Parks.

Dated New York, May 29, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon Row, New York City.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to ONE HUNDRED AND THIRTY-SECOND STREET (although not yet named by proper authority), extending from the easterly side of Twelfth avenue to the westerly side of the Boulevard, in the Twelfth Ward of the City of New York.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to all persons interested in this proceeding and to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, No. 280 Broadway (Room 4), in said city, on or before the 7th day of July, 1890, and that we, the said Commissioners, will hear parties so objecting within ten week-days next after the said 7th day of July, 1890, and for that purpose will be in attendance at our said office on each of said ten days at 2 o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the 8th day of July, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the centre line of the block between One Hundred and Thirty-second street and One Hundred and Thirty-third street; easterly by the westerly line of the Boulevard; southerly by the centre line of the block between One Hundred and Thirty-second street and One Hundred and Thirty-first street, and westerly by the easterly line of Twelfth avenue; excepting from said area all the land included within the line of streets, avenues and roads, or portions thereof, heretofore legally opened, as such area is shown upon our benefit maps deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house in the City of New York, on the 21st day of July, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, May 24, 1890.

CHARLES D. METZ, Chairman,
JOHN H. ROGAN,
JOHN C. WILLIAMSON,
Commissioners.

JOHN P. DUNN, Clerk.

In the matter of the application of the Board of Street Opening and Improvement of the City of New York, for and on behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to that part of EAST ONE HUNDRED AND FIFTY-THIRD STREET (although not yet named by proper authority), extending from Railroad avenue, East, to Third avenue, in the Twenty-third Ward of the City of New York, as the same has been heretofore laid out and designated as a first class street or road by the Department of Public Parks.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to all persons interested in this proceeding, and to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, No. 200 Broadway (fifth floor), in the said city, on or before the twenty-fifth day of June, 1890, and that we, the said Commissioners, will hear parties so objecting within the ten week days next after the said twenty-fifth day of June, 1890, and for that purpose will be in attendance at our said office on each of said ten days at three o'clock P. M.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates and other documents used by us in making our report, have been deposited with the Commissioner of Public Works of the City of New York, at his office, No. 31 Chambers street, in the said city, there to remain until the twenty-sixth day of June, 1890.

Third—That the limits of our assessment for benefit include all those lots, pieces or parcels of land, situate, lying and being in the City of New York, which taken together are bounded and described as follows, viz.: Northerly by the centre line of the blocks between East One Hundred and Fifty-third street and East One Hundred and Fifty-fourth street, from Railroad avenue, East, to Third avenue; easterly by the westerly line of Third avenue; southerly by the centre line of the blocks between East One Hundred and Fifty-second street and East One Hundred and Fifty-third street, from Third avenue to Railroad avenue, East, and westerly by the easterly line of Railroad avenue, East; excepting from said area all the streets, avenues and roads, or portions thereof, heretofore legally opened, and all the unimproved land included within the lines of streets, avenues, roads, public squares and places shown and laid out upon any map or maps filed by the Commissioners of the Department of Public Parks, pursuant to the provisions of chapter 604 of the Laws of 1874, and the laws amendatory thereof, or of chapter 410 of the Laws of 1882, as such area is shown upon our benefit map deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house in the City of New York, on the eighth day of July, 1890, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, May 15, 1890.

GEORGE F. LANGBEIN, Chairman,
G. M. SPEIR, Jr.,
EDWARD L. PARRIS,
Commissioners.

CARROLL BERRY, Clerk.

THE NORMAL COLLEGE OF THE CITY OF NEW YORK.

SEALED PROPOSALS WILL BE RECEIVED BY the Executive Committee for the care, etc., of the Normal College, at the Hall of the Board of Education, No. 146 Grand street, until 3.30 o'clock P. M. on Tuesday, July 1, 1890, for Repairing, Altering, Painting, etc., etc., at the Normal College and Training Department Buildings.

Plans and specifications may be seen at the office of the President of the Normal College, corner of Sixty-ninth street and Fourth avenue.

The Executive Committee reserve the right to reject any or all of the proposals submitted.

The party submitting a proposal and the parties proposing to become sureties, must each write his name and place of residence on said proposal.

Two responsible and approved sureties, residents of this city, are required in all cases.

No proposal will be considered from persons whose character and antecedent dealings with the Board of Trustees or the Board of Education render their responsibility doubtful.

Dated, New York, June 18, 1890.

CIVIL SERVICE SUPERVISORY AND EXAMINING BOARDS.

NEW YORK CITY CIVIL SERVICE BOARDS,
COOPER UNION,
NEW YORK, June 27, 1890.

PUBLIC NOTICE IS HEREBY GIVEN THAT open competitive examinations will be held for the positions below mentioned, at the rooms of the City Civil Service Boards, Cooper Union, at the date specified:

Thursday, July 3, ASSISTANT APOTHECARY, ASSISTANT PHYSICIAN at hospitals, HOUSE-KEEPER in the Department of Charities and Corrections.

Tuesday, July 8, FOREMAN, Department of Street Cleaning.

Thursday, July 10, CLERK.

Application blanks may be obtained at the office of the Secretary, Room 30, Cooper Union.

LEE PHILLIPS,
Secretary and Executive Officer.

NEW YORK CITY CIVIL SERVICE BOARDS,
COOPER UNION,
NEW YORK, April 3, 1890.

NOTICE.

1. Office hours from 9 A. M. until 4 P. M.
2. Blank applications for positions in the classified service of the city may be procured upon application at the above office.

3. Examinations will be held from time to time 2 the needs of the several Departments of the City Government may require. When examinations are called, all persons who have filed applications prior to that date will be notified to appear for examination for the position specified.

4. All information in relation to the Municipal Civil Service will be given upon application either in person or by letter. Those asking

Schedule D shall include all persons for whose duty special expert knowledge is required not included in Schedule E.

Schedule E shall include physicians, chemists, nurses, orderlies and attendants in the city hospitals and asylums, surgeons in the Police Department and the Department of Public Parks, and medical officers in the Fire Department.

Schedule F shall include stenographers, type-writers and all persons not included in the foregoing schedules, except laborers or day workmen.

Schedule G shall include all persons employed as laborers or day workmen.

Positions falling within Schedules A and G are exempt from Civil Service examination.

LEE PHILLIPS,
Secretary and Executive Officer.

POLICE DEPARTMENT.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
No. 300 MULBERRY STREET,
NEW YORK, June 26, 1890.

PUBLIC NOTICE IS HEREBY GIVEN THAT two Horses, the property of this Department, will be sold at Public Auction, on Friday, July 11, 1890, at 10 o'clock A. M., by Van Tassel & Kearney, Auctioneers, at their stables, Nos. 130 and 132 East Thirteenth street.

By order of the Board. WM. H. KIPP,
Chief Clerk.

POLICE DEPARTMENT—CITY OF NEW YORK,
OFFICE OF THE PROPERTY CLERK (Room No. 9),
No. 300 MULBERRY STREET,
NEW YORK, 1890.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of the City of New York, No. 300 Mulberry street, Room No. 9, for the following property, now in his custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc., also small amount money taken from prisoners and found by patrolmen of this Department.

JOHN F. HARRIOT,
Property Clerk.

COMMISSIONERS OF APPRAISAL.

THE COMMISSIONERS HERETOFORE AND prior to the first day of May, eighteen hundred and ninety, appointed in pursuance of the provisions of chapter four hundred and eighty-seven of the Laws of eighteen hundred and eighty-five, hereby give public notice that, in pursuance of the provisions of chapter two hundred and forty-nine of the laws of eighteen hundred and ninety, we shall, on behalf of the Mayor, Aldermen and Commonalty of the City of New York, apply to the Supreme Court, at a Special Term thereof, to be held in the First Judicial District, at the Chambers of the Court, in the City of New York, on the twenty-fifth day of July, eighteen hundred and ninety, at eleven o'clock in the forenoon, for the appointment of three disinterested persons, residents of the City of New York, as Commissioners of Appraisal, to ascertain and appraise the compensation to be made to the owners and all persons interested in the real estate shown on a map made in triplicate and certified by us, on the twenty-eighth day of May, eighteen hundred and ninety, showing all the pieces and parcels of land in the City of New York, between the Tenth avenue and the Harlem river, and a line parallel to and one hundred and fifty feet north of the Washington Bridge and the northerly line of the lands heretofore acquired for and used in connection with High Bridge, which had not been theretofore acquired by the City of New York, and which said pieces and parcels of land and real estate were to be acquired in fee as provided in the said last-mentioned act, for the fee of the same; one of which said maps was filed in the office of the Register of the City and County of New York, on the sixth day of June, eighteen hundred and ninety; one in the office of the Department of Public Parks in the said city, on the day last above mentioned, and we have retained the third; each of which said maps has the following certificate:

"We, the Commissioners appointed pursuant to the provisions of chapter four hundred and eighty-seven of the laws of eighteen hundred and eighty-five, of the State of New York, do hereby certify that this is one of the maps we have caused to be made in triplicate, pursuant to the provisions of chapter two hundred and forty-nine of the laws of eighteen hundred and ninety, and the same is hereby certified by us in accordance with the provisions of the last mentioned act, this 28th day of May, 1890.

JACOB LORILLARD,
VERNON H. BROWN,
DAVID JAMES KING,
Commissioners."

"State of New York, ss:
City and County of New York, ss:

On this 28th day of May, 1890, before me personally came Jacob Lorillard, Vernon H. Brown and David James King, to me severally known and known to me to be the persons described and who executed the foregoing certificate, and severally acknowledged that they executed the same.

WILLIAM MOLLOY,
Notary Public, Kings County, N. Y.,
Certificate filed in N. Y. Co."

The object of the said application is to obtain an order for the appointment of three disinterested and competent persons, freeholders and residents of the City and County of New York, as Commissioners of Appraisal in pursuance of the provisions of the said act of eighteen hundred and ninety and the act of eighteen hundred and eighty-three therein referred to, and to fix the time and place for the first meeting of the Commissioners.

All the pieces and parcels of land and real estate included within the general description above contained in and to which an estate in fee is sought to be acquired for the City of New York, are shown by the following statement of the boundaries of the several pieces and of the numbers of the parcels to be taken, as given on the said maps:

First—A piece bounded westerly by the Tenth avenue, southerly by land heretofore acquired by the City of New York; easterly by land heretofore acquired by the said City of New York and the piece next hereinafter bounded, and northerly by the last mentioned piece and land heretofore acquired by said city, within which boundaries are included parcels numbered 1 and 2 on said maps.

Second—A piece bounded westerly, easterly and southerly by the piece above bounded and land heretofore acquired by the said city, and northerly by the piece next hereinafter bounded, within which boundaries are included parcels 3 and 4 on said maps.

Third—A piece bounded southerly by the piece last above bounded; westerly by land heretofore acquired by the said city and the piece next hereinafter bounded; northerly by another piece hereinafter bounded, and easterly by land heretofore acquired by the said city, within which boundaries are included parcels numbered 6, 7, 12, 13, 14, 15, 16, 17 and 19 on said maps.

Fourth—A piece bounded westerly by Tenth avenue; southerly by land heretofore acquired by the said city; easterly by the piece last above bounded and northerly by the piece next herein bounded, within which boundaries is included parcel numbered 11 on said maps.

Fifth—A piece bounded westerly by the Tenth avenue, southerly by the two pieces last above bounded, and northerly and easterly by land heretofore acquired by the said city, within which boundaries is included parcel numbered 21 on said maps.

Sixth—A piece bounded westerly and northerly by land heretofore acquired by the said city, and easterly and southerly by land heretofore acquired by the said

city and the Harlem river, within which boundaries are included parcels numbered 5, 8, 9, 10, 18, 20, and 22, on said maps.

Seventh—A piece bounded westerly by the Tenth avenue; northerly by land heretofore acquired by the said city and occupied by the Washington Bridge, and easterly and southerly by land heretofore acquired by the said city and the Harlem river, within which boundaries is included parcel numbered 23 on said maps.

Eighth—A piece bounded westerly by the Tenth avenue; southerly by the northerly line of land heretofore acquired by the said city and occupied by the Washington Bridge; northerly by a line one hundred and fifty feet from and parallel to the last mentioned line, and easterly by the Harlem river, within which boundaries are included parcels numbered 24, 25 and 26 on said maps.

Dated at New York, June 10, 1890.

JACOB LORILLARD,
VERNON H. BROWN,
DAVID JAMES KING,
Commissioners.

NEW AQUEDUCT.

NOTICE OF APPLICATION FOR APPRAISAL.

PUBLIC NOTICE IS HEREBY GIVEN THAT it is the intention of the Counsel to the Corporation of the City of New York to make application to the Supreme Court for the appointment of Commissioners of Appraisal, under chapter 490 of the Laws of 1883. Such application will be made at a Special Term of said Court, to be held in the Second Judicial District, at the Court-house at White Plains, Westchester County, on the 19th day of July, 1890, at 11 o'clock in the forenoon, or as soon thereafter as counsel can be heard.

The object of such application is to obtain an order of the Court appointing three disinterested and competent freeholders as Commissioners of Appraisal to ascertain and appraise the compensation to be made to the owners and all persons interested in the real estate hereinafter described, as proposed to be taken or affected for the purposes indicated in chapter 490 of the Laws of 1883.

The real estate sought to be taken or affected as aforesaid is located in the County of Putnam, and is laid out and indicated on two similar or duplicate maps, one filed in the office of the County Clerk of Putnam County at Carmel, in said County, on May 27, 1890, and the other filed in the office of the Register of the City and County of New York on the same day, each of which maps is entitled, "Property Map of Parcels 1, 2, 3, 4, and 5, 'being part of certain lands to be taken for the construction of dams for 'Reservoir D,' on the west 'branch of the Croton river, near Belden's Bridge, and 'Craft's Station, in the town of Carmel, Putnam County, New York.'"

The real estate so proposed to be taken is required for the construction, operation and maintenance of the dams and reservoir known as "Reservoir D," and the following is a statement of the boundaries of said dams and reservoir and of the portion of the real estate to be acquired therefor under this proceeding:

All those certain lots, pieces or parcels of land in the Town of Carmel, Putnam County, New York, which, taken together, constitute and form a tract, the exterior boundary line of which is as follows: Beginning at a stone monument, marked "A. C." in the road from Carmel to Craft's Station, and running thence south 7 degrees west, 802.93 feet; thence north 56 degrees 10 minutes east, 282.67 feet; thence north 56 degrees 31 minutes east, 282.67 feet; thence south 72 degrees 21 minutes east, 374 feet; thence south 68 degrees 17 minutes west, 149.73 feet; thence south 62 degrees 4 minutes 45 seconds west, 423.49 feet; thence south 55 degrees 48 minutes 50 seconds west, 368.22 feet; thence south 32 degrees 23 minutes 35 seconds east, 229.30 feet; thence north 66 degrees 18 minutes east, 392.30 feet; thence north 77 degrees 54 minutes east, 142.16 feet; thence south 66 degrees 45 minutes east, 232.04 feet; thence north 70 degrees 27 minutes 20 seconds east, 417.88 feet; thence north 59 degrees 9 minutes 45 seconds east, 54.62 feet; thence north 2 degrees 39 minutes 30 seconds west, 250.06 feet; thence north 73 degrees 19 minutes east, 610.21 feet; thence north 53 degrees 51 minutes east, 659.09 feet; thence north 50 degrees 37 minutes east, 219.41 feet; thence north 59 degrees 47 minutes east, 320 feet; thence north 41 degrees 1 minute east, 52 feet; thence north 52 degrees 22 minutes west, 1,830.98 feet; thence north 52 degrees 45 minutes west, 761.85 feet; thence north 38 degrees 36 minutes 30 seconds west, 664.23 feet; thence south 68 degrees 40 minutes west, 333.21 feet; thence south 67 degrees 50 minutes west, 320 feet; thence south 16 degrees 38 minutes east, 382.57 feet; thence south 6 degrees 25 minutes west, 83.93 feet; thence south 7 degrees 17 minutes 30 seconds east, 1,588.13 feet, to the aforesaid stone monument set in the ground marked "A. C." being the place of beginning, containing 127.095 acres of land more or less.

Also, all those certain lots, pieces or parcels of land in the Town of Carmel, Putnam County, New York, which taken together constitute and form a tract, the exterior boundary line of which is as follows: Beginning at a stone monument marked "A. C." in the road from Craft's Station to Carmel, and running thence north 75 degrees 33 minutes 10 seconds west, 691.8 feet; thence south 46 degrees 45 minutes 20 seconds west, 835.11 feet; thence north 27 degrees 49 minutes 15 seconds west, 1,202.62 feet; thence north 25 degrees 55 minutes 25 seconds east, 458 feet; thence south 61 degrees 35 minutes 40 seconds east, 498.16 feet; thence north 30 degrees 4 minutes 30 seconds east, 92.78 feet; thence north 39 degrees 43 minutes 15 seconds east, 520.30 feet; thence south 88 degrees 49 minutes 30 seconds east, 180.53 feet; thence south 62 degrees 18 minutes 45 seconds east, 687.18 feet; thence south 16 degrees 59 minutes 15 seconds west, 358.02 feet; thence south 11 degrees 52 minutes 50 seconds east, 668 feet, to the aforesaid stone monument, being the place of beginning, containing 42.315 acres of land, more or less.

All the lands within the above boundaries are to be acquired in fee, and include all the parcels shown on said maps as numbers 1 to 5, both inclusive. Reference is hereby made to the said similar maps filed as aforesaid for a more detailed description of said real estate to be taken or affected, of which the boundaries are above stated.

Dated New York, May 28, 1890.

WILLIAM H. CLARK,
Counsel to the Corporation,
No. 2 Tryon row, New York City.

DEPARTMENT OF PUBLIC WORKS.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE,
ROOM 6, NO. 31 CHAMBERS STREET,
NEW YORK, June 16, 1890.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A sealed envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work as in the advertisement, will be received at this office until 12 o'clock M. Monday, June 30, 1890, at which place and hour they will be publicly opened by the head of the Department.

No. 1. FOR REGULATING AND PAVING, WITH GRANITE-BLOCK PAVEMENT, WITH CONCRETE FOUNDATION, THE CARRIAGEWAY OF BROADWAY AND UNION SQUARE, WEST, from Bowling Green to Thirty-second street (excepting the space chargeable to the railroad company, viz.: between, within, and two feet outside of the railroad tracks).

No. 2. FOR FURNISHING CAST-IRON WATER PIPES, BRANCH PIPES AND SPECIAL CASTINGS.

Each estimate must contain the name and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested, it shall distinctly state that fact. That it is made without any connection with any other person making an estimate for the same work, and is in all respects fair and without collusion or fraud. That no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation is directly or indirectly interested in the estimate, or in the work to which it relates or in the profits thereof.

Each estimate must be verified by the oath, in writing, of the party making the same, that the several matters therein stated are true, and must be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, to the effect that if the contract is awarded to the person making the estimate, they will, upon its being so awarded, become bound as his sureties for its faithful performance; and that if he shall refuse or neglect to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the person to whom the contract shall be awarded at any subsequent letting; the amount to be calculated upon the estimated amount of the work by which the bids are tested.

The consent last above mentioned must be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, and that he has offered himself as surety in good faith, with the intention to execute the bond required by law.

No estimate will be considered unless accompanied by either a certified check upon one of the State or National banks of the City of New York, drawn to the order of the Comptroller, or money, to the amount of five per centum of the amount of the security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract within the time aforesaid, the amount of the deposit will be returned to him.

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bid or estimate, the proper envelopes in which to inclose the same, the specifications and agreements, and any further information desired, can be obtained at Rooms 1 and 10, No. 31 Chambers street.

THOMAS F. GILROY,
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE,
NO. 31 CHAMBERS STREET,
NEW YORK, June 2, 1890.

TO THE PEOPLE OF THE CITY OF NEW YORK:

It becomes my duty as Commissioner of Public Works and custodian of the many and immense interests involved in the City's water supply, to briefly present to the people of the City the present condition of the supply, and the extreme necessity for care and economy in the use of the water.

For a number of years past and up to the present time, the old Aqueduct and the Bronx river conduit have delivered in the City all the water which they are capable of carrying, the supply thus remaining stationary when the City has been constantly growing in population, buildings, manufactures and commerce, creating new and additional demands upon the water service. The consequence is that at certain seasons of the year, notably in extreme cold weather, when the habit of wasting water from faucets to prevent freezing in the pipes prevails, and in warm and dry weather, when various methods of waste are in vogue, the daily consumption exceeds the supply which can be by any possibility be received through the old Aqueduct and the Bronx river conduit, the excess of consumption being drawn from the city reservoirs, diminishing the depth of water and the pressure in the distributing mains. There is no possibility of increasing the water supply received in the City until the new Aqueduct is brought into operation, and in the meantime the only reliance for a fair and equal distribution of water throughout the city is care and economy in its use on the part of the people. Already the depth of water in the reservoirs is being diminished at the rate of one inch per day, and if this should continue for any length of time, the pressure in the distributing mains would be so reduced that it would be impossible to deliver water in thousands of houses located on high ground, and in some other locations even in the basements or cellars.

I, therefore, most earnestly appeal to all citizens, residents and people carrying on business in this city to be careful and economical in the use of water, in justice to themselves, to the people at large, and especially to those who are so located as to be already suffering inconvenience from insufficient supply of water.

THOMAS F. GILROY,
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE,
ROOM 6, NO. 31 CHAMBERS STREET,
NEW YORK, May 28, 1890.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A sealed envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work as in the advertisement, will be received at this office until 12 o'clock M. Tuesday, July 1, 1890, at which place and hour they will be publicly opened by the head of the Department.

No. 1. FOR THE IMPROVEMENT OF ONE HUNDRED AND FIFTY-FIFTH STREET, from St. Nicholas place to McComb's Dam Bridge.

Each estimate must contain the name and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested it shall distinctly state that fact. That it is made without any connection with any other person making an estimate for the same work, and is in all respects fair and without collusion or fraud. That no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation is directly or indirectly interested in the estimate or in the work to which it relates or in the profits thereof.

Each estimate must be verified by the oath, in writing, of the party making the same, that the several matters therein stated are true, and must be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, to the effect that if the contract is awarded to the person making the estimate, they will, upon its being so awarded, become bound as his sureties for its faithful performance; and that if he shall refuse or neglect to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to

pay to the person to whom the contract shall be awarded at any subsequent letting; the amount to be calculated upon the estimated amount of the work by which the bids are tested.

The consent last above mentioned must be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, and that he has offered himself as surety in good faith, with the intention to execute the bond required by law.

No estimate will be considered unless accompanied by either a certified check upon one of the State or National banks of the City of New York, drawn to the order of the Comptroller, or money to the amount of five per centum of the amount of the security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York, as liquidated damages for such neglect or refusal, but if he shall execute the contract within the time aforesaid, the amount of the deposit will be returned to him.

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bid or estimate, the proper envelopes in which to inclose the same, the specifications and agreements, and any further information desired, can be obtained at Room 10, No. 31 Chambers street.

THOMAS F. GILROY,
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE,
NO. 31 CHAMBERS STREET,
NEW YORK, August 14, 1889.

TO OWNERS OF LANDS ORIGINALLY ACQUIRED BY WATER GRANTS.

ATTENTION IS CALLED TO THE RECENT act of the Legislature (chapter 449, Laws of 1889), which provides that whenever any streets or avenues in the city, described in any grant of land under water, from the Mayor, Aldermen and Commonalty, containing covenants requiring the grantees and their successors to pave, repave, keep in repair or maintain such streets, shall be in need of repairs, pavement or repavement, the Common Council may, by ordinance, require the same to be paved, repaved or repaired, and the expense thereof to be assessed on the property benefited; and whenever the owner of a lot so assessed shall have paid the assessment levied for such paving, repaving or repairing, such payment shall release and discharge such owner from any and every covenant and obligation as to paving, repaving and repairing, contained in the water grant under which the premises are held, and no further assessment shall be imposed on such lot for paving, repaving or repairing such street or avenue, unless it shall be petitioned for by a majority of the owners of the property (who shall also be the owners of a majority of the property in frontage) on the line of the proposed improvement.

The act further provides that the owner of any such lot may notify the Commissioner of Public Works, in writing, specifying the ward number and street number of the lot, that he desires, for himself, his heirs and assigns, to be released from the obligation of such covenants, and elects and agrees that said lot shall be thereafter liable to be assessed as above provided, and thereupon the owner of such lot, his heirs and assigns shall thenceforth be relieved from any obligation to pave, repair, uphold or maintain said street, and the lot in respect of which such notice was given shall be liable to assessment accordingly.

The Commissioner of Public Works desires to give the following explanation of the operation of this act:

When notice, as above described, is given to the Commissioner of Public Works, the owner of the lot or lots therein described, and his heirs and assigns, are forever released from all obligation under the grant in respect to paving, repaving or repairing the street in front of or adjacent to said lot or lots, except one assessment for such paving, repaving or repairs, as the Common Council may, by ordinance, direct to be made thereafter.

No street or avenue within the limits of such grants can be paved, repaved or repaired until said work is authorized by ordinance of the Common Council, and when the owners of such lots desire their streets to be paved, repaved or repaired, they should state their desire and make their application to the Board of Aldermen and not to the Commissioner of Public Works, who has no authority in the matter until directed by ordinance of the Common Council to proceed with the pavement, repavement or repairs.

THOS. F. GILROY,
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,
COMMISSIONER'S OFFICE,
NO. 31 CHAMBERS STREET,
NEW YORK, June 1st, 1889.

PUBLIC NOTICE AS TO WATER RATES.

PUBLIC NOTICE IS HEREBY GIVEN THAT in compliance with the provisions of chapter 559, Laws of 1887, amending sections 350 and 921 of the New York City Consolidation Act of 1882, passed June 9, 1887, the following changes are made in charging and collecting water rents:

1st. All extra charges for water incurred from and after June 9, 1887, shall be treated, collected and returned in arrears in the same manner as regular rents have heretofore been treated.

2d. In every building where a water meter or meters are now, or shall hereafter be in use, the charge for water by meter measurement shall be the only charge against such building, or such part thereof as is supplied through meter.

3d. The returns of arrears of water rents, including the year 1887, shall be made as heretofore on the confirmation of the tax levy by the Board of Aldermen, and shall include all charges and penalties of every nature.

4th. A penalty of five dollars (\$5) is hereby established, and will be imposed in each and every case where the rules and regulations of the Department prohibiting the use of water through hose, or in any other wasteful manner, are violated, and such penalties will be entered on the books of the Bureau against the respective buildings or property, and, if not collected, be returned in arrears in like manner as other charges for water.

5th. Charges for so-called extra water rents of every nature, imposed or incurred prior to June 9, 1887, will be canceled of record on the books of the Department.

THOMAS F. GILROY,
Commissioner of Public Works.

THE CITY RECORD.

THE CITY RECORD IS PUBLISHED DAILY, Sundays and legal holidays other than the general election day excepted, at No. 2 City Hall, New York City. Price, single copy, 3 cents; annual subscription \$9.30.

W. J. K. KENNY,
Supervisor.