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THE CITY RECORD.

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JOHN PURROY MITCHEL, MAYOR.
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EXECUTIVE DEPARTMENT.

HEARINGS BY THE MAYOR ON LEGISLATIVE MEASURES.

Pursuant to statutory requirement, notice is hereby given that an act, Senate No. 594, Assembly No. 1396, Int. No. 549, has been passed by both branches of the Legislature, entitled:

An Act to amend chapter one hundred and seventy-three of the laws of nineteen hundred and five, entitled "An act in relation to the abolishment and removal of the Kings county penitentiary," generally.

Further notice is hereby given that a public hearing upon such bill will be held at the Mayor's office in the City Hall in the City of New York, on Wednesday, April 22, 1914, at 2.15 o'clock p. m.

Dated City Hall, New York, April 18, 1914.

a20,21 JOHN PURROY MITCHEL, Mayor.

Pursuant to statutory requirement, notice is hereby given that an act, Senate No. 1305, Int. No. 1138, has been passed by both branches of the Legislature, entitled:

An Act to amend the transportation corporations law, in relation to the ownership or control of stock and bonds of freight terminal companies by certain corporations and joint-stock associations.

Further notice is hereby given that a public hearing upon such bill will be held at the Mayor's office in the City Hall in the City of New York, on Wednesday, April 22, 1914, at 2.15 o'clock p. m.

Dated City Hall, New York, April 18, 1914.

a20,21 JOHN PURROY MITCHEL, Mayor.

BOARD OF ESTIMATE AND APPORTIONMENT.

PELHAM PARK AND CITY ISLAND RAILWAY COMPANY.
Committee Hearing.

A public hearing (postponed from Friday, April 17, 1914) will be held before the Committee on Transit of the Board of Estimate and Apportionment on Friday, April 24, 1914, at 3 p. m., in the office of the President of the Board of Aldermen, City Hall, Borough of Manhattan, upon the matter of the Pelham Park and City Island Railway Company, Inc.

All persons interested in the above matter are respectfully invited to attend.

New York, April 14, 1914.

a18,24 HENRY JAY CASE, Acting Secretary, Committee on Transit.

PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.
Calendar for the Week Commencing April 20, 1914.

Tuesday, April 21, 1914—10.30 a. m.—Room 310—Case No. 1762—Manhattan Railway Company—"Application for approval of second mortgage and issue of $5,400,000 bonds thereunder"—Commissioner Williams. 11 a. m.—Room 305—Case No. 1815—Long Island Railroad Company—"Train service on North Side Division"—Commissioner Cram.

Wednesday, April 22, 1914—2 p. m.—Room 305—Gravesend avenue rapid transit route—"Hearing before Commissioners appointed by the Appellate Division to determine construction"—H. H. Whitman, of Counsel for Commission. 2.30 p. m.—Room 310—Case No. 1573—Long Island Railroad Company—"Application for approval of rights in carrying out improvements between Brooklyn-Queensboro line and Fresh Pond Junction"—Commissioner Williams. 2.30 p. m.—Room 310—R. T. 3041—New York Connecting Railroad Company—"Application for approval of changes in certificate as to terminus of railroad in Borough of Queens and rental"—Commissioner Williams.

Thursday, April 23, 1914—10.30 a. m.—Room 305—Case No. 1812—Street railroad corporations—"Return of fares or issuance of emergency or block tickets"—Whole Commission.

Friday, April 24, 1914—10.30 a. m.—Room 310—Case No. 1785—Nassau Electric Railroad Company, Brooklyn Heights Railroad Company and Brooklyn, Queens County and Suburban Railroad Company—"Service on street surface railroad lines"—Commissioner of Williams. 11 a. m.—Room 305—Case No. 1384—Long Island Railroad Company—"Alterations at Collins avenue and nine other grade crossings on Montauk Division, plans of Laurel Hill boulevard elimination"—Commissioner Williams. 11 a. m.—Room 310—Case No. 1693—Interborough Rapid Transit Company et al.—"Passengers standing on rear platforms of end cars of trains"—Commissioner Williams. 11 a. m.—Room 305—Case No. 1772—Staten Island Midland Railway Company and Richmond Light and Railroad Company—"Additional cars and service"—Commissioner Cram. 12.15 p. m.—Room 305—Broadway-4th avenue rapid transit railroad—"Opening of bids for construction of Section No. 2 of Routes 4 and 36"—Whole Commission. 2 p. m.—Room 305—Case No. 1788—New York Railways Company—"Service on 8th avenue, 6th avenue and Christopher street lines"—Commissioner Maltbie. 2.30 p. m.—Room 305—Case No. 1778—Third Avenue Railway Company—"Application for approval of issue of $6,650,000 bonds"—Commissioner Maltbie.

Meeting of the Committee of the Whole held Tuesday, Wednesday, Thursday and Friday at 10.30 a. m. in the Committee Room.

Regular meeting of the Commission held every Tuesday and Friday at 12.15 p. m. in Room 310.

BOARD OF ALDERMEN.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Committee on Salaries and Offices will hold a public hearing in the Aldermanic Chamber, City Hall, Manhattan, on Monday, April 27, 1914, at 1 o'clock p. m., on a proposed ordinance providing for vacations with pay for all City employees.

All persons interested in this matter are respectfully invited to attend.

a20,27 P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen.

Police Department.

Report for the week ending April 4, 1914:

MARCH 30.

All bids received March 6, 1914, for furnishing and delivering general plant equipment on items 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 48, 50, 54, 55, 64, 86, 97, 109, 135 and 137 were rejected. The following proposals for the same character of supplies were accepted:

H. W. Johns-Manville Company, Madison ave. and 41st st., item 27, $27.

H. T. Dakin, 90 West Broadway, 8. $2.56; 15, 42 cents; 57, $56.50; 61, $9.60; 62, $9.84; 74, $1.56; 90, $4.89; 91, $7.92; 94, $5.64; 96, $1.38; 114, $8.88; 115, $1.70; 121, $1.60; 122, $4.85; 123, $6.15; 125, $3.96; 133, $12.96; 139, 84 cents; 140, $4.32, and 141, $3.18, making a total of $148.75.

Knickerbocker Supply Company, 189 Franklin st., items 1, $4.32; 2, $5.23; 3, $6.98; 16, $2.81; 65, $1.92; 67, $2.40; 70, $18; 75, $20.16; 76, $2.16; 80, $50; 82, $17.40; 93, $34.05; 98, $8.10; 99, $4.95; 120, $1.05; 124, $2.85; 127, 72 cents; 128, $2.60; 129, $3.94, making a total of $189.64.

The Manhattan Supply Company, 115 and 117 Franklin st., items 5, $3.72; 9, $5.04; 10, $9.72; 11, $10.20; 17, $45.60; 18, $31.50; 24, $6.24; 26, $18; 32, $22.68; 34, 34 cents; 95, $6.69; 118, $10; 119, $7.20, making a total of $176.93.

Neal & Brinker Company, 18 Warren st., items 4, $5.20; 6, $8.96; 7, $3.60; 23, $30; 25, $5; 63, $3.12; 66, $15; 68, $4.20; 77, $2.40; 83, 60 cents; 84, $12; 85, $8; 88, $1.75, making a total of $99.83.

George T. Montgomery, 105 Fulton st., items 69, $4.40; 79, $6.87; 87, $1.29; 92, $1.60; 100, $5.10; 101, $5.10; 117, $5.50, making a total of $29.86.

James S. Barron & Co., 221 and 223 West Broadway, items 22, $8.64; 35, $1.20; 59, $14.40; 60, $22.80; 72, $1.02; 73, $1.08; 89, $6.67; 102, $4.46; 103, $6.69; 104, $5.02; 105, $6.69; 106, $13.37; 107, $13.20; 108, $3.48; 110, $9.60; 111, $7; 112, $6.64; 113, $9.96; 116, $3.60 and 126, $4.94, making a total of $150.46.

The Smith-Worthington Company, 40 Warren st., items 44, $45; 45, $41.70; 51, $270, and 138, $4.44, making a total of $361.14.

Alfred Chatwin Supply Company, 401 Broome st., items 78, $131; 81, $99.50, and 134, $7.20, making a total of $237.70.

Cavanagh Bros. & Co., 207 W. 34th st., item 71, $5.55.

P. J. Langler, 91 Grand ave., Brooklyn, item 136, $41.76.

H. Kaufman & Sons Saddlery Co., 206 Division st., items 52, $63; 53, $68, and 58, $320, making a total of $451.

Mark Hancher, 128 Chambers st., items 49, $5, and 56, $198, making a total of $203.

Nason Manufacturing Company, 71 Beekman st., items 130, $93.70; 131, $5.60, and 132, $18.70, making a total of $118.

Electric Hose & Rubber Co., 19 Warren st., items 19, $13.25; 20, $22.50, and 21, $26.25, making a total of $62.

J. M. Gottesman, 171 Broadway, items 28, $108.70; 29, $87.12; 30, $54.35; 31, $54.35; 33, $12.40, making a total of $316.92.

Annin & Co., 99 Fulton st., items 12, $9.50; 13, $6.18, and 14, $9, making a total of $24.68.

Disapproved—Request of Mrs. Marion E. Wagner for relief from pension fund for her infant son, also son of her former husband Richard J. Murphy, Patrolman, deceased.

The following member of the Force was relieved and dismissed from the Police Force and service and placed on the roll of the Police Pension Fund and was awarded the following pension, to take effect 12 p. m., March 28, 1914: Lieutenant John M. Hefferon, 166th Precinct, on Police Surgeons' certificate, at $1,125 per annum. Appointed September 6, 1886.

Members of the Force having been tried on charges before a Deputy Commisioner, fines were imposed as follows: Patrolmen: Martin A. Walsh, 7th Precinct, February 27, (1) failed to furnish complete statement of facts to Court; (2) testified to a different state of facts than those contained in an affidavit; 15 days. John J. Miller, 25th Precinct, February 27, (1) absent from posts; (2) failed to make entry; (3) failed to obtain permission; 4 days. John Kearns, 28th Precinct, February 27, made false arrest; 5 days; not guilty of second specification, struck citizen. Frank Mulvihill, 61st Precinct, February 16, (1) absent from school crossing; (2) failed to obtain permission; (3) failed to make entry; 4 days. Francis J. O'Neill, 77th Precinct, February 27, (1) failed to furnish complete statement of facts to Court; (2) testified to a different state of facts than those contained in an affidavit; 15 days.

The following members of the Force having been tried on charges before a Deputy Commissioner were reprimanded: Patrolmen: William Urstadt, 68th Precinct, February 19, failed to take proper Police action; John J. McGauley, 68th Precinct, February 19, failed to take proper Police action. Frank Anderson, 68th Precinct, February 19, failed to take proper Police action. Hector W. Hemingway, 68th Precinct, February 19, failed to take proper Police action.

The following members of the Force having been tried on charges before a Deputy Commissioner, the charges were dismissed: Lieutenant John M. Hefferon, 166th Precinct, December 27, 1913, while off duty, entered apartment; struck citizen.

Patrolmen: Thomas F. J. Kerrigan, 2d Precinct, March 9, failed to discover or report burglary; Benjamin L. Koelble, 10th Precinct, March 5, conversation; Michael Collins, 35th Precinct, February 28, (1) absent from post; (2) failed to obtain permission or make entry; James F. Duncan, 36th Precinct, March 10, failed to signal; Arthur G. Grundig, 37th Precinct, March 9, (1) failed to reveal his identity, etc., as a Police officer while off duty; (2) made arrest on false charge; John Pierce, 61st Precinct, March 11, failed to pay debt; Joseph A. Fitzgerald, 68th Precinct, February 27, (1) absent from posts; (2) failed to obtain permission or make entry; John McCarthy, 145th Precinct, January 27, made improper re-

marks; Harry McVay, 147th Precinct, February 4, failed to pay debt; Walter Sanders, 153d Precinct, March 16, (1) absent from posts; (2) failed to obtain permission or make entry; Benedict J. Oswald, 153d Precinct, March 16, (1) absent from post; (2) failed to obtain permission or make entry; Charles J. Kemmer, 160th Precinct, February 21, (1) disobedience of orders; (2) disobedience of orders; (3) failed to discover violations of law; Edward L. Ratigan, 160th Precinct, February 24, (1) disobedience of orders; (2) disobedience of orders; (3) failed to discover violations of law; John J. Mahoney, 277th Precinct, March 13, (1) absent from post; (2) abandoned mount; (3) failed to obtain permission; (4) failed to make entry; Herman Hinners, Bridge A, March 10, improper remark.

The following resignation was accepted: Patrolman John E. Hurley, 162d Precinct, to take effect 12 p. m., March 28, 1914.

The following death was reported: Patrolman John C. Stone, Traffic Division, Subdivision B, at 9.15 p. m., March 28, 1914.

MARCH 31.

Sergeant James I. Fitzgerald was promoted to the rank of Lieutenant of Police, in the Police Department of The City of New York, his name appearing on eligible list dated March 31st, 1914.

Patrolman Rudolph E. Schalow, was promoted to the rank of Sergeant of Police, in the Police Department of The City of New York, his name appearing on eligible list dated March 31st, 1914.

The following named persons were employed as Patrolmen on probation, in the Police Department of The City of New York, their names appearing on eligible list dated March 21st, 1914: James A. Caufield, Jr., John M. Doolin, Henry J. Grippen, John B. C. Thelen, Donald J. Slattery, Terence Meehan, Daniel Curtin, James F. Flynn, Christian L. Walter, William J. Fitzgerald, Edward H. Magneson, Max Katz, Timothy O'Sullivan, Eugene F. Smith, Conrad F. Seebach, Augustus C. Legge, August J. Gillman, James M. Walsh, John F. McDonald, Ambrose G. King, Michael J. Kennelly, Hugh J. G. Kohler, Edmond Finneran, Henry C. Tienken, Louis Hrbek, Dennis J. O'Neill, Peter J. McDermott, Patrick A. Kirwin, James J. Lyons, Julius C. Jagel, Joseph A. Zimmerman, August Beisacher, Leonard L. Martin, Jr., Frederick C. Kiebler, John J. Canavotto, Thomas J. Brady, Michael J. Gleason, Thomas Hickey. Harvey R. Sanders, John J. Garrett.

Masquerade Ball Permit Granted—Hugh Kelly, Hunt's Point Palace Hall, The Bronx, March 28, $25.

Advancements to Grades.

To $1,400 Grade, March 22, 1914: Patrick W. Leonard, 5th Precinct; Thomas F. Rogan, 6th Precinct; Frederick S. Riegel, 13th Precinct; Hugh T. McKenna, 15th Precinct; Alfred L. Hughes, 15th Precinct; Winfield S. Swain, 17th Precinct; Edwin J. Long, 15th Precinct; William P. Murphy, 23d Precinct; Geo. L. Scherf, 33d Precinct; John Reitenberger, 36th Precinct; Ernest J. Prael, 36th Precinct; Thomas E. C. Goiman. 36th Precinct; Thomas Fleming, 38th Precinct; John Prazak, 39th Precinct; Chas. F. Pokorney, 39th Precinct; Louis J. Merkle, 39th Precinct; John J. Wilson, 39th Precinct; John Haugh, 39th Precinct; Herman Grossberger, 33d Precinct; William J. Baechle, 63d Precinct; William K. Wubbenhorst, 63d Precinct; John G. Davis, 65th Precinct; Joseph Pessolano, 80th Precinct; James Shaughnessy, 148th Precinct; Charles H. Smith, 149th Precinct; Frank H. Pennell, 149th Precinct; Arthur E. Owens, 149th Precinct; Chas. H. Hagedorn, 149th Precinct; Frank O Bye, 149th Precinct; Albert A. Scheidemantel, 154th Precinct; John C. Gardinet 164th Precinct; Edward Regelmann, 167th Precinct; John T. McIntyre, 172d Precinct; Charles Blaes, 275th Precinct; John Merwede, 283d Precinct; Edward J. McFadden, Harbor; Thomas A. Thompson Detective Division; David E. Foley, Detctive Division.

To $1,350 Grade, March 29, 1914: Patrick J. Dillane, 4th Precinct; James F. Donnelly, 10th Precinct; Benjamin Waxberg, 13th Precinct; William D. Quinlan, 14th Precinct; William E. Brown, 21st Precinct; Andrew Zaleha, 39th Precinct; John Alexy, 39th Precinct; Francis F. Manning, 74th Precinct; John C. Muller, 144th Precinct; James D. Blythe, 144th Precinct; Patrick A. Burke, 147th Precinct, William F. Walker, 149th Precinct; Joseph H. Vogler, 154th Precinct; Richard Austin, 155th Precinct; John G. Green, 163d Precinct; Henry Black, 164th Precinct; Theodore V. Hall, 173d Precinct; William F. Lohman, Detective Division.

The following death was reported: Patrolman Thomas Wynn, 155th Precinct, at 4.50 a. m., March 31, 1914.

APRIL 1.

The following Probationary Patrolmen were appointed Patrolmen in the Police Department of The City of New York, their conduct and capacity while on probation being satisfactory: Patrick R. Bray, Andrew T. F. Browne, Jerome C. J. Carroll, John T. Corcoran, John J. Dunn, Vincent F. Durning, Carmine Festa, John S. Higgins, James M. Hughes, Stanley Krupski, Christian Lammrich, Patrick McEvoy, John J. McCusker, William L. Mott, Jr., Gerald J. Murphy, Arthur O'Neill, Charles A. Oppel, Frank W. Roth, Arthur Strachan, John L. Sullivan, John J. Tauckus, William D. Thompson, Emmanuel H. Zwerling.

Disapproved—Application of Patrolman Thomas Bond, 18th Precinct, to be retired. Not 25 years' service; not 55 years of age.

The name of Patrolman Edward Murtha, who died on February 6, 1914, as the result of injuries received in the performance of duty, was placed on the Memorial Tablet.

The following resignation was accepted: Patrolman John F. Kearns, 28th Precinct, to take effect 12 p. m., March 31, 1914.

APRIL 2.

It was directed that the names of the following late members of the Police Force of this Department, who were killed in the discharge of duty, be placed on the Roll of Honor of the Department: Patrolman Eugene Burns, No. 3612, 36th Precinct, date of death May 5, 1913 (run over by automobile); Patrolman Edward J. McKie, No. 7014, 153d Precinct, date of death March 19, 1912 (thrown from his mount); Patrolman Peter Fitzsimmons, No. 1369, 33d Precinct, date of death November 1, 1912 (run over by automobile).

Disapproved—Application of Patrick White, 31st Precinct, to be retired. Not 55 years of age.

Masquerade Ball Permits Granted—Leo Ritter, Ulmer Park Casino, Brooklyn, April 4, $10; A. S. Goldsmith, Majestic Hall, Manhattan, April 4, $10; David Bransten, Brownsville Labor Lyceum. Brooklyn, April 1, $10.

APRIL 3.

The following member of the Force was relieved and dismissed from the Police Force and service and placed on the roll of the Police Pension Fund and was awarded the following pension, to take effect 12 p. m., April 2, 1914: Patrolman William J. Dunn, 275th Precinct, on his own application, at $700 per annum. Appointed June 27, 1885.

Members of the Force having been tried on charges before a Deputy Commissioner fines were imposed as follows:

Patrolmen: Carmine Festa, 13th Precinct, March 4, (1) absent from post; (2) failed to obtain permission; (3) failed to make entry; 4 days. Frank S A. Crepeau, 16th Precinct, February 20. absent without leave; 1 day. Robert Farrell, 26th Precinct, February 23, (1) absent from post; (2) failed to obtain permission; (3) failed to make entry; 3 days. Dennis J. Murphy, 28th Precinct. March 7, sitting, uniform coat unbutoned. 3 days. Ferdinand A. Timmes, 32d Precinct, February 4, (1) absent from post; (2) failed to make entry; (3) failed to obtain permission, 3 days. George E. Groot, 39th Precinct, March 6, failed to signal, 1 day. Henry H. Close, 42d Precinct, March 4, engaged in game of cards in station house, 1 day. Thomas A. Lynch, 42d Precinct, March 4, engaged in game of cards in station house, 1 day.

Probationary Patrolman William Rector, 29th Precinct, February 27, (1) improper patrol; (2) failed to make entry; (3) failed to obtain permission, 3 days.

The following members of the Force having been tried on charges before a Deputy Commissioner were reprimanded: Patrolmen: Nicholas J. Berry, 16th Precinct, March 2, lost keys; Edward H. Mutter, 21st Precinct, February 16, failed to prevent or discover burglary; Anthony J. Sadlo, 21st Precinct, February 16, failed to prevent, discover or report burglary; Samuel H. Weinstein, 29th Precinct, February 20, (1) absent from post; (2) failed to obtain permission. Francis Cunningham, 65th Precinct, February 25, (1) absent from fixed post; (2) failed to obtain permission; (3) failed to make entry.

The following member of the force having been tried on a charge before a Deputy Commissioner the charge was dismissed: Patrolman Harry J. Nugent, 149th Precinct, February 13, struck citizen.

The following death was reported: Acting Detective Sergeant, First Grade, Joseph Guarniere, Detective Division, at 6.40 p. m., April 2, 1914.

APRIL 4.

The following member of the Force was relieved and dismissed from the Police Force and service and placed on the roll of the Police Pension Fund and was awarded the following pension, to take effect 12 p. m., April 3, 1914: Patrolman David G. Curedale, 61st Precinct, on Police Surgeons' certificate, at $700 per annum. Appointed December 11, 1896.

A pension of $600 per annum was granted to Clothilde Guarnieri, widow of Joseph Guarnieri, deceased, to accrue and be paid from April 2nd, 1914.

Approved—Request of Patrolman Henry E. Eberhardt, 21st Precinct, to be reimbursed to the extent of $9.50, for repairs to uniform overcoat damaged in the discharge of duty.

ARTHUR WOODS, Police Commissioner.

Department of Bridges.

Bids Opened April 9, 1914.

"Furnishing and Delivering Granite Paving Blocks to the Department of Bridges": Hildreth Granite Company, $2,624.25; J. Leopold & Co., $2,639.67; Rockport Granite Company, $2,640; Booth Bros. & Hurricane Isle Granite Company, $2,772.

Hildreth Granite Company being the lowest formal bidder, the contract was awarded to them.

F. J. H. KRACKE, Commissioner.

METEOROLOGICAL OBSERVATORY OF THE DEPARTMENT OF PARKS.

Abstract of Registers from Self-Recording Instruments for the Week Ending Saturday, April 11, 1914.

Central Park, The City of New York—Latitude, 40° 45′ 58″ N. Longitude, 73° 57′ 58″ W.
Height of Instruments Above the Ground, 53 Feet; Above the Sea, 97 Feet.
Under Supervision of U. S. Weather Bureau, James H. Scarr,
District Forecaster, Acting Director.

BAROMETER.

DATE. April.		7 a. m. Reduced to Freezing.	2 p. m. Reduced to Freezing.	9 p. m. Reduced to Freezing.	Mean for the Day. Reduced to Freezing.	Maximum. Reduced to Freezing.	Maximum. Time.	Minimum. Reduced to Freezing.	Minimum. Time.
Sunday,	5	38 30.02	44 29.98	36 30.08	30.03	34 30.09	12 p. m.	44 29.95	4.30 p. m.
Monday,	6	30 30.14	46 30.04	43 30.01	30.06	30 30.14	7 a. m.	42 29.99	7 p. m.
Tuesday,	7	42 29.32	60 29.85	56 29.93	29.89	43 30.00	0 a. m.	56 29.76	12 p. m.
Wednesday,	8	51 29.68	60 29.56	48 29.52	29.59	56 29.76	0 a. m.	55 29.45	7.30 p. m.
Thursday,	9	35 29.67	44 29.70	38 29.84	29.74	35 29.88	12 p. m.	41 29.57	1 a. m.
Friday,	10	33 30.01	50 29.97	43 30.03	30.00	40 30.05	12 p. m.	36 29.88	0 a. m.
Saturday,	11	43 30.05	52 29.94	50 29.86	29.95	44 30.07	8 a. m.	50 29.85	12 p. m.

Mean for the week..... 29.89 inches.
Maximum " at 7 a. m., April 6..... 30.14 "
Minimum " at 7.30 p. m., April 8..... 29.45 "
Range " ..... 0.69 "

THERMOMETERS.

DATE. April.		7 a. m. Dry Bulb.	7 a. m. Wet Bulb.	2 p. m. Dry Bulb.	2 p. m. Wet Bulb.	9 p. m. Dry Bulb.	9 p. m. Wet Bulb.	Mean. Dry Bulb.	Mean. Wet Bulb.	Maximum. Dry Bulb.	Maximum. Time.	Maximum. Wet Bulb.	Maximum. Time.	Minimum. Dry Bulb.	Minimum. Time.	Minimum. Wet Bulb.	Minimum. Time.	Maximum In Sun.
Sunday,	5	36	34	44	39	36	30	39	34	45	2.15 p.m	41	2.15 p.m	34	12 p.m	29	12 p.m	91
Monday,	6	30	26	46	37	43	37	40	33	47	2.30 p.m	40	7 p.m	29	6 a.m	25	6 a.m	95
Tuesday,	7	42	40	60	51	56	51	53	47	61	1 p.m	53	1 p.m	42	5 a.m	39	2 a.m	102
Wednesday,	8	51	48	60	56	48	46	53	50	62	1.30 p.m	58	1.30 p.m	41	12 p.m	37	12 p.m	99
Thursday,	9	35	32	41	34	38	30	39	32	44	2 p.m	35	12.30 pm	35	8 a.m	32	7 a.m	97
Friday,	10	33	29	50	39	43	37	42	35	53	3 p m	41	3 p.m	32	6 a.m	28	6 a.m	100
Saturday,	11	43	37	52	43	50	41	48	40	54	12.30p m	44	12.30 pm	38	3 a.m	34	3 a.m	102

	Dry Bulb.	Wet Bulb.
Mean for the week.....	44.9 degrees.....	38.7 degrees
Maximum " at 1.30 p. m., April 8.....	62 " at 1.30 p. m., April 8.....	58 "
Minimum " at 6 a. m., April 6.....	29 " at 6 a. m., April 6.....	25 "
Range "	33 "	33 "

WIND.

DATE. April.		Direction. 7 a. m.	Direction. 2 p. m.	Direction. 9 p. m.	Velocity in Miles. 9 p.m. to 7 a.m.	Velocity in Miles. 7 a.m. to 2 p.m.	Velocity in Miles. 2 p.m. to 9 p.m.	Velocity in Miles. Distance for the Day.	Force in Pounds per Square Foot. 7 a.m.	2 p.m.	9 p.m.	Max.	Time
Sunday,	5	W	W	NW	63	33	56	158	0	¼	1	3½	2.45 p.m.
Monday,	6	NW	SW	S	55	41	61	149	0	2¾	2	3½	2.25 p.m.
Tuesday,	7	SE	SE	S	50	36	37	131	0	¼	1½	4½	10.25 p.m.
Wednesday,	8	SE	S	NW	60	46	78	192	¼	2¾	1½	4	2.15 p.m.
Thursday,	9	NW	NW	NW	110	92	67	253	4	2¾	1/4	4½	4.45 a.m.
Friday,	10	W	W	S	73	54	56	185	1¼	½	1½	2¾	9.45 p.m.
Saturday,	11	S	S	S	76	76	78	230	1¼	5¼	1¼	6¼	4.05 p m.

Distance traveled during the week..... 1,298 miles.
Maximum force during the week..... 6¾ pounds.

DATE. April.		Hygrometer. Force of Vapor. 7 a. m.	2 p. m.	9 p. m.	Mean.	Relative Humidity. 7 a. m.	2 p. m.	9 p. m.	Mean.	Clouds. Clear, 0 Overcast, 10. 7 a. m.	2 p. m.	9 p. m.	Rain and Snow. Depth of Rain and Snow in Inches. Time of Beginning.	Time of Ending.	Duration. h. m.	Amount of Water. in.	Depth of Snow. in.
Sunday,	5	.144	.173	.098	.138	71	66	49	62	10 St.	10 Nb.	0	9.10 a m	11.45 a.m	2-35	.06	0.1
													12.20 p.m	12.45 p.m	0-35		
													1.55 p.m	2.10 p.m	0-15		
													2.40 p.m	3.20 p.m	0-40		
Monday,	6	.095	.103	.142	.114	60	39	55	51	1 Ci.	1 A. St.	10 St.	.....	.....	....	....	.....
Tuesday,	7	.221	.255	.308	.261	87	54	72	71	10 Nb Lt. Fog.	9 St.	5 St.	6.15 a.m	9.45 a.m	3-30	....	.....
Wedn'sd'y,	8	.296	.396	.284	.325	79	75	90	81	10 A. St. Lt. Fog.	9 A. St	8 St. Cu.	4.25 p.m	8.50 p.m	4-25	.36	.....
Thursday,	9	.142	066	.075	.094	75	33	34	47	9 St. Cu.	6 A. St.	0	.....	.....	....	....	.....
Friday,	10	.114	.354	.142	.203	57	30	54	47	0	0	0	.....	.....	....	....	.....
Saturday,	11	.142	.160	.139	.147	56	46	43	48	0	1 Cu.	0	.....	.....	....	....	.....

Total amount of water for the week..... 0.42 inch.
Duration for the week..... 12 hours, 00 minutes.

DATE.		7 a. m.	2 p. m.
Sunday,	April 5	Overcast, cold.	Sprinkling, cool.
Monday,	" 6	Clear, cold.	Clear, pleasant.
Tuesday,	" 7	Misting, sultry.	Cloudy, warm.
Wednesday,	" 8	Overcast, sultry.	Cloudy, mild.
Thursday,	" 9	Cloudy, cold.	Partly cloudy, cool.
Friday,	" 10	Clear, cold.	Clear, pleasant.
Saturday,	" 11	Clear, cool.	Clear, pleasant.

BOARD OF ESTIMATE AND APPORTIONMENT.

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 16, City Hall, Friday, April 3, 1914.

The Board met in pursuance of an adjournment.

Present—John Purroy Mitchel, Mayor; William A. Prendergast, Comptroller; George McAneny, President, Board of Aldermen; Marcus M. Marks, President, Borough of Manhattan; Lewis H. Pounds, President, Borough of Brooklyn; Douglas Mathewson, President, Borough of The Bronx; Maurice E. Connolly, President, Borough of Queens, and Charles J. McCormack, President, Borough of Richmond.

The Mayor, Hon. John Purroy Mitchel, presided.

The Minutes of the meeting held March 13, 1914, were approved as printed in the CITY RECORD April 3, 1914.

PUBLIC IMPROVEMENT MATTERS.

Changing the Map or Plan of The City of New York by Closing and Discontinuing Turnbull Avenue, Hermany Avenue and Story Avenue, Between Zerega Avenue and Westchester Creek, Borough of The Bronx (Cal. No. 1).

(At the close of a public hearing on this matter, held on March 27, 1914, it was laid over for one week.)

On motion of the President of the Borough of The Bronx the matter was laid over for two weeks (April 17, 1914).

Petition Requesting the Discontinuance of the Proceeding for Acquiring Title to a Sewer Easement in Kissel Avenue, and in Brighton Boulevard and its Prolongation, Between Castleton Avenue and Kill von Kull, Borough of Richmond (Cal. No. 2).

(At the close of a public hearing on March 13, 1914, this matter was laid over for one week; on March 20 and 27, 1914, it was laid over for one week.)

Mr. B. L. Peck, representing St. Vincent's Hospital, and Mr. Wm. Allaire Shortt, representing the Sailor's Snug Harbor, appeared and requested a modification in the line of the proposed sewer easement. Messrs. Kearney and Eadie, representing Eleanor E. Welser, appeared and requested that the proceeding be discontinued.

On motion the matter was laid over pending the submission of a modified plan by the President of the Borough of Richmond.

Improvement of the Tracks and Structures of the New York Central & Hudson River Railroad Company on the West Side of the City (Cal. No. 3).

(On May 15, 1913, the Terminal Committee of the Board presented plans and profiles covering the New York Central Railroad Company's proposed improvement from the City line to St. Johns Park, and a hearing thereon was set for May 27, 1913. On June 26, 1913, the matter was referred back to the Committee; on July 31, 1913, it was referred to a new Committee, consisting of the President of the Borough of Manhattan, the Comptroller, the President of the Borough of The Bronx, the Commissioner of Docks and the Chief Engineer of the Board.)

(In reassigning committee matters on January 30, 1914, this matter was referred to the Committee on Port and Terminal Facilities, consisting of the Comptroller, the President of the Borough of Manhattan, the President of the Borough of Brooklyn and the Commissioner of Docks.)

The Secretary presented a communication from Mr. Clarence J. Shearn dated March 25, 1914, directing the attention of the Board to a decision rendered by the Supreme Court in an action brought against the New York Central and Hudson River Railroad Company, reported in the "Law Journal" of said date, and urging action on the plans for the proposed improvement of the tracks and structures of the New York Central and Hudson River Railroad Company on the west side of the City.

On motion the communication was referred to the Committee on Port and Terminal Facilities.

Rehearing Before the Public Service Commission in the Matter of Determining the Grade at which President Street shall be Carried Over the Tracks of the New York Consolidated Railroad Company, Borough of Brooklyn (Cal. No. 4).

(On February 6, 1914, the Corporation Counsel was requested to advise the Board as to whether an order in the matter, issued by the Public Service Commission, carries with it any responsibility on the part of the City to contribute toward the expense of the improvement.)

(At the meeting of the Board on March 13, 1914, the Corporation Counsel advised that the order of the Commission carries with it the responsibility on the part of the City to contribute one-half of the expense of the construction of the improvement and that acting under such authority it would be estopped from enforcing the liability of the company under its original franchise to construct a bridge across its tracks entirely at its own expense. The Board thereupon adopted a resolution requesting the Corporation Counsel to urge the discontinuance of the proceeding before the Commission and to take the necessary steps to compel the New York Consolidated Railroad Company to construct a bridge across its tracks at President street, pursuant to the terms of its franchise.)

The Secretary presented a communication from the Secretary of the Public Service Commission transmitting a certified copy of an order directing a rehearing on April 10, 1914, of the matters contained in the Commissioner's order dated January 23, 1914, in reference to the construction of President street across the tracks of the New York Consolidated Railroad Company.

On motion the Chief Engineer of the Board was directed to attend the hearing before the Commission on April 10, 1914.

Regulating, Grading and Paving Woodbine Street, from Seneca Avenue to Woodward Avenue, Borough of Queens (Cal. No. 5).

The Secretary presented a resolution adopted by the Local Board of the Newtown District on March 6, 1914, rescinding resolution adopted by said Board on November 21, 1913, initiating proceedings for regulating, grading and paving Woodbine street, from Seneca avenue to Woodward avenue, Borough of Queens.

(The original resolution was before the Board of Estimate and Apportionment on February 20, 1914, at which time the matter was laid over without date.)

The papers were ordered filed.

Regulating and Grading Debevoise Avenue, from Jones Avenue to Clinton Avenue, Borough of Queens (Cal. No. 6).

The Secretary presented a resolution adopted by the Local Board of the Newtown District March 6, 1914, rescinding resolution adopted by said Board on July 29, 1913, initiating proceedings for regulating and grading Debevoise avenue, from Jones avenue to Clinton avenue, Borough of Queens.

(The original resolution was before the Board of Estimate and Apportionment on January 9, 1914, at which time it was referred back to the Borough President for further consideration.)

The papers were ordered filed.

Regulating and Grading Clifton Avenue, from Borden Avenue to Clinton Avenue, Borough of Queens (Cal. No. 7).

The Secretary presented a resolution adopted by the Local Board of the Newtown District on March 6, 1914, rescinding resolution adopted by said Board on July 29, 1913, initiating proceedings for regulating and grading Clifton avenue, from Borden avenue to Clinton avenue, Borough of Queens.

(The original resolution was before the Board of Estimate and Apportionment on January 9, 1914, at which time it was referred back to the Borough President for further consideration.)

The papers were ordered filed.

Physical Improvement of Queens Boulevard, Borough of Queens (Cal. No. 8).

(The acquisition of title to this boulevard was authorized by the Board on October 19, 1911, and 20 per cent. of the cost thereof was placed upon a local area, 30 per cent. upon the Borough of Queens and 50 per cent. upon the City. On September 19, 1912, June 5, 1913, and December 4, 1913, resolutions were adopted providing roadway and sidewalk treatment for portions of the thoroughfare.)

The Secretary presented a communication from the Secretary of the Chamber of Commerce of the Borough of Queens calling attention to the necessity of determining what the physical improvement of Queens boulevard shall be, and how the cost of same shall be met, and suggesting that the Board of Estimate and Apportionment retain the services of some competent and experienced landscape architect or engineer to suggest a general scheme of division into roadways, etc., and further suggesting that the entire cost of physically improving the boulevard be assumed by the City at large.

On motion the suggestions relative to the physical improvement of the boulevard and the employment of a landscape architect in this connection were referred to the Committee on City Plan. The suggestion relative to apportioning the cost of the improvement was referred to the Committee on Assessments.

Removal of Encroachments on 32d Street, from Fourth Avenue to Broadway, Borough of Manhattan (Cal. No. 9).

The Secretary presented a communication from the President of the Borough of Manhattan transmitting a resolution, and plan showing the nature of the improvement, in the matter of removing encroachments on 32d street, from 4th avenue to Broadway.

On motion the matter was referred to the Chief Engineer of the Board for report.

Removal of Encroachments on 33d Street, from Fourth Avenue to Broadway, Borough of Manhattan (Cal. No. 10).

The Secretary presented a communication from the President of the Borough of Manhattan transmitting a resolution, and plan, showing the nature of the improvement, in the matter of removing encroachments on 33d street, from 4th avenue to Broadway.

On motion the matter was referred to the Chief Engineer of the Board for report.

The following Public Improvement matter not on the Calendar for this day was considered by unanimous consent:

Regulating the Height, Size and Arrangement of Buildings in the City (No. 11).

(The report of the Advisory Commission on Heights of Buildings, presented to the Board on December 31, 1913, and upon which the Board gave a public hearing on March 13, 1914, contains main existing facts, the law applicable thereto, and the recommendations of the Commission for regulating high buildings and for bringing about the future districting of the entire City. At the meeting of the Board on February 27 last, a resolution was adopted accepting as a City measure a bill then in the Legislature, and requesting the Corporation Counsel to urge its enactment.)

The Secretary presented a communication from the Secretary of the Chamber of Commerce of the State of New York transmitting copy of a report of its Special Committee on Heights of Buildings and copy of a resolution, adopted by the Chamber, commending Assembly Bill No. 1004, which has passed the Legislature and which amends the Greater New York Charter so as to empower the Board of Estimate and Apportionment to regulate and limit the height and bulk of buildings hereafter erected in this City.

On motion the communication and enclosure were ordered filed.

FRANCHISE MATTERS.

Manhattan Bridge Three Cent Line (Cal. No. 1).

The public hearing was opened on the form of contract modifying contract dated July 10, 1912, granting the Manhattan Bridge Three Cent Line a franchise by substituting a new route on Fulton Street, Ashland Place and Lafayette Avenue, Borough of Brooklyn, for a portion of the existing route on Rockwell Place, Flatbush, Fourth and Atlantic Avenues.

By resolution adopted November 20, 1913, the hearing was fixed for December 24, 1913, and was continued until February 6, 1914, to February 20, 1914, to March 6, 1914, to March 20, 1914, when it was continued until this day.

An affidavit of publication of the notice of continued hearing was received from the CITY RECORD. No one appeared in opposition to or in favor of the proposed grant. The hearing was then continued until April 17, 1914.

Rapid Transit Railway, Utica Avenue Route (Cal. No. 2).

The Board proceeded with the consideration of the communication from the Public Service Commission for the First District, transmitting resolutions adopting route and general plan of construction for an additional rapid transit railway in the Borough of Brooklyn, known as Utica Avenue Route, and requesting the approval and consent of this Board thereto.

This communication was presented to the Board at the meeting of March 20, 1914, when, by resolution duly adopted, March 27, 1914, was fixed as the date for consideration, and the communication was referred to the Transit Committee.

At the meeting of March 27, 1914, the consideration was continued until this day.

An affidavit of publication of the notice of consideration was received from the CITY RECORD. No one appeared in opposition to or in favor of the proposed route, and the Chair declared the consideration concluded.

The President of the Board of Aldermen, on behalf of the Transit Committee, offered the following:

Whereas, The Public Service Commission for the First District by resolution adopted March 6, 1914, has duly determined and established a route or routes and general plan of construction for a rapid transit railway for the conveyance and transportation of persons and property in The City of New York, in addition to those already existing, authorized or proposed, being more particularly known as Utica Avenue Route; and

Whereas, Thereafter said Public Service Commission for the First District did transmit to the Board of Estimate and Apportionment of The City of New York a copy of such plans and conclusions for said route or routes as adopted, which plans and conclusions were received by said Board of Estimate and Apportionment on the 20th day of March, 1914, at a meeting of said Board of Estimate and Apportionment, duly held on said day; and

Whereas, Said Board of Estimate and Apportionment, by resolution duly adopted at said meeting, did appoint a day not less than one week nor more than ten days after the receipt thereof, for the consideration of such plans and conclusions, to wit, the 27th day of March, 1914, at 10.30 o'clock a. m., and proceeded with and continued said consideration until April 3, 1914, when it was concluded; and

Whereas, The said plans and conclusions are fully set forth in the resolutions of said Public Service Commission for the First District, adopted March 6, 1914, and which resolutions are as follows:

RESOLUTIONS ADOPTED BY THE PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT MARCH 6, 1914.

Whereas, The Public Service Commission for the First District has determined that a rapid transit railroad for the conveyance and transportation of persons and property, in addition to those already existing, authorized or proposed, is necessary for the interests of the public and of The City of New York and should be established therein as hereinafter provided; and

Whereas, This Commission has duly made the inquest and investigation necessary or proper in the premises and all such inquests and investigations as are necessary or proper for such determination;

Now, therefore, be it

Resolved, That this Commission does hereby adopt the following route for an additional rapid transit railroad in The City of New York and does hereby determine and establish the said additional route thereof as follows, and does hereby adopt the general plan of construction of the said railroad, the route of which is herein provided, and does in such general plan hereby adopted show the general mode of operation and such details as to manner of construction as may be necessary to show the extent to which any street, avenue or other public place is to be encroached upon and the property abutting thereon affected.

This Commission, in adopting the said route and general plan, expressly reserves all the powers in relation to the construction of the said route which are conferred upon it by the Rapid Transit Act. In particular, it reserves the right to contract for the construction of the whole road provided for in the following plan in a single contract, or by separate contracts executed from time to time, to provide for the construction of parts of said railroad or for the construction at first of two or more tracks over a part or parts of said road, and afterward of one or more additional tracks over a part or parts of said road as the necessities of The City of New York and the increase of its population may in the judgment of this Commission require, or to provide in a contract for any part of such railroad that, at a future time, upon the requirement of this Commission, the contractor will construct the remainder or any part of the remainder of said road as the growth of the population or the interests of the City may, in the judgment of this Commission, require.

ROUTE.

A route lying wholly within the Borough of Brooklyn, the center line of which shall begin at a point under Eastern Parkway between Albany Avenue and Troy Avenue where connections can conveniently be made with the Eastern Parkway Line described in the contract dated March 19, 1913, between The City of New York, and Interborough Rapid Transit Company and extending thence easterly under Eastern Parkway to a point near Utica Avenue, curving thence in a general southeasterly direction under Eastern Parkway and private property to and under Utica Avenue and continuing thence southerly under Utica Avenue to a point between Carroll Street and Crown Street where it emerges from the ground, rising to an elevated structure, and continuing thence southerly over and along Utica Avenue to Flatbush Avenue.

PLAN OF CONSTRUCTION.

The general plan of construction adopted for the route hereinbefore described is as follows:

For the portion of the said route from the point of beginning under Eastern Parkway between Albany Avenue and Troy Avenue to a point under Utica Avenue between Carroll Street and Crown Street there shall be two (2) tracks; and for the remainder of the said route there shall be three (3) tracks.

All the tracks shall be substantially parallel with each other and on substantially the same level except that wherever required by special necessities or surface or subsurface structures or other special or local necessities and for the purpose of avoiding grade crossings any one or more of the tracks may be elevated above or depressed below the level of the other track or tracks to the extent that may be necessary. The tracks from the point of beginning, under Eastern Parkway between Albany Avenue and Troy Avenue, to the point in Utica Avenue where they emerge from the ground shall be in subway or tunnel, and from the last mentioned point to the southerly terminus of the said route the tracks shall be elevated above the street, being carried upon a viaduct over and along Utica Avenue. The tracks shall be placed in general under or over the central part of the longitudinal streets in so far as may be practicable and convenient, but wherever required by special or local necessities or for curves or at stations or at station approaches, the tracks or any one or more of them may be diverted as far as necessary to one side or the other of such streets or any of them. Where the tracks change from tunnel to viaduct the change shall be so made as to involve the use of the surface to the least possible extent consistent with the proper gradient for the tracks. For the portion of the route underground the entire width of the street may be used so far as is necessary for the purpose of this general plan; for the remainder of the route no portion of the structure shall approach within five (5) feet of the exterior line or side of any street occupied except at stations, station entrances, station approaches or at curves.

The roof of the tunnel shall be of iron or steel with brick or concrete arches supported when necessary by iron or steel or masonry columns or ma sonry walls; or the roof may be a masonry structure or the whole of the lining may be of masonry or metal or of both.

The roof of the tunnel when under a street shall be as near the surface as street or subsurface conditions and grades or connections to other lines or other special conditions will conveniently permit.

The tunnel shall not be more than sixteen (16) feet in height in the clear, except as may be required at stations or at other special points where the height may be increased as may be necessary.

There shall be a width in the tunnel not exceeding fifteen (15) feet for each track in addition to the thickness of the supporting walls, except that at stations, station approaches, switches, turnouts, curves and crossovers the width may be increased.

The viaduct shall be built with a width not exceeding thirteen (13) feet for each track except on curves or at stations or station approaches or where greater width is required for special construction and with an additional width, of not exceeding three (3) feet on each side for outside footways. The viaduct may be built of masonry or metal or of both. The tracks upon the elevated structure or viaduct shall rest upon longitudinal and tranverse girders supported by columns constructed at suitable intervals; and no portion of the said girders shall approach nearer than fourteen (14) feet to the surface of the roadway of the street, except that at stations and at other points where special or local necessities or conditions exist the bottom of the said girders may be not less than twelve (12) feet above the surface of the roadway of the street.

The tracks shall be of standard gauge, that is to say, of the width of four (4) feet and eight and one-half (8½) inches between the gauge lines of the rails.

Adjacent track shall be connected by necessary and suitable switches and connections and additional tracks for sidings may be constructed not to exceed in length one-quarter (¼) of a mile for each mile of track or roadway.

The tracks wherever constructed below the surface may at any point of the route be placed in the same tunnel, or there may be separate tunnels for one or more tracks, as shall be most practicable and convenient.

Stations and station entrances shall in general be at the intersections of streets and shall be built under, or if the position of the track so requires, over the streets or through private property to be acquired for the purpose, or both over or under streets and through private property as aforesaid. The streets over or under which stations or station approaches shall be built may include cross streets, but no part of any cross street shall be used for a station or station approach at a greater distance than seventy-five (75) feet from the exterior line or side of the adjoining street of the route.

Wherever along any part of the route above described it shall be necessary for the proper maintenance or accommodation of pipes, wires, sewers or other subsurface structures, the removal, construction or reconstruction which shall be rendered necessary by the construction of the railroad, the width of any tunnel or subway may be enlarged on either or both sides by an additional width not to exceed fifteen (15) feet on each side. All or any pipes, wires, sewers or other subsurface structures may be placed in suitable galleries to be constructed within the additional widths hereinbefore permitted. At each cross street where accommodation for pipes, wires, sewers and other subsurface structures shall be thus provided within the tunnels or subways, such tunnels or subways, in order to provide convenient access to the same, may have, within the limit of the sides or exterior lines of such cross streets or of such lines produced, an additional width on each side of the routes not to exceed fifteen (15) feet.

Pipes, wires, sewers, street railway tracks, poles for electric wires and other surface and subsurface structures at any part of the said route shall be removed or disturbed only when necessary for the construction and operation of the railroad above referred to, and if removed or disturbed shall be placed over, upon or under the several streets in such manner and in such location that the use and service thereof shall not be impaired. All pipes, wires, sewers and other subsurface structures shall be left in place or shall be so rearranged as to give free access for their repair or alteration, this rearrangement to be made in such manner as to allow the placing of new pipes, wires, sewers and other like structures, and for making connections between the same and abutting buildings at any time.

The manner of construction shall be by tunnelling, trench excavation under cover or open excavation. In parks, parkways and public places under the jurisdiction of the Department of Parks, all trees injured or destroyed in the course of construction shall, so far as possible, be replaced under the direction and to the satisfaction of said department.

MODE OF OPERATION.

The general mode of operation of the route above described shall be by electricity or some other power not requiring combustion within the tunnels or on the viaduct, and the motors or other means of transmitting power shall be capable of moving conveyances at a speed of not less than forty (40) miles per hour for long distances, exclusive of stops.

MAPS AND DRAWINGS.

It Is Further Resolved that the four (4) maps or drawings entitled "State of New York Public Service Commission for the First District Engineering Department Routes and General Plan Route No. 57. Utica Avenue Route—Revised Borough of Brooklyn" signed by the Chief Engineer to the Commission and dated January 27, 1914, one of said drawings being marked "57. Key Map," and the others of said drawings being marked "57, Sheet No. 1," "57, Sheet No. 2." "57, Sheet No. 3," respectively, be and they hereby are adopted as showing the foregoing route and general plan for convenience merely, and that the said maps or drawings are not to be deemed a part of the description of the route or a part of the general plan for any other purpose whatever.

—now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York by a majority vote according to the number of votes by law pertaining to each member of the Board hereby approves such plans and conclusions and consents to the construction of a railroad or railroads in accordance therewith.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Rapid Transit Railway, Utica Avenue Route—Rescission of (Cal. No. 3).

The Secretary presented the following:

State of New York, Public Service Commission for the First District, 154 Nassau Street, New York, March 28, 1914.

JOSEPH HAAG, Esq., *Secretary, Board of Estimate and Apportionment, New York City:*

Dear Sir—The Public Service Commission for the First District herewith transmits to you certified copy of a resolution adopted on the 28th day of March, 1914, rescinding and revoking a resolution heretofore adopted by it on the 19th day of September, 1910, establishing the route and general plan of the Utica Avenue Route.

Very truly yours, TRAVIS H. WHITNEY, Secretary.

The President of the Board of Aldermen, on behalf of the Transit Committee, offered the following:

Whereas, The Public Service Commission for the First District duly determined upon a route or routes and general plan of construction of a rapid transit railway for the conveyance of persons and property to be established in The City of New York in addition to the already existing lines and did by resolution adopted September 19, 1910, adopt such route or routes and general plan more particularly known as Utica Avenue Route; and

Whereas, Thereafter said Public Service Commission for the First District did transmit to the Board of Estimate and Apportionment of The City of New York a copy of the plans and conclusions for such route or routes as adopted which plans and conclusions were received by said Board of Estimate and Apportionment on the 23d day of Sempterber, 1910, at a meeting of the said Board of Estimate and Apportionment duly held on said day; and

Whereas, Said Board of Estimate and Apportionment by resolution duly adopted at said meeting did appoint a day not less than one week nor more than ten days after the receipt thereof for the consideration of such plans and conclusions to wit: the 30th day of September, 1910, at 10.30 o'clock a. m., and said consideration was duly had; and

Whereas, By resolution adopted by the Board of Estimate and Apportionment September 30, 1910, approved by the Mayor October 10, 1910, said Board of Estimate and Apportionment by a majority vote according to the number of votes by law pertaining to each member of the Board approved such plans and conclusions and consented to the construction of a railway or railways in accordance therewith; and

Whereas, The Public Service Commission for the First District by resolution adopted March 6, 1914, established route and general plan of construction for another route known as Utica Avenue Route, which route comprises a part of the Utica Avenue Route adopted by said Commission on September 19, 1910; and

Whereas, Said Public Service Commission for the First District by resolution adopted March 28, 1914, rescinded and revoked the resolution adopted by said Commission September 19, 1910, and which resolution is as follows:

RESOLUTION ADOPTED BY THE PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT MARCH 28, 1914.

Resolved, That this Commission do and hereby does rescind and revoke the resolution of this Commission of September 19, 1910, adopting the route and general plan for a rapid transit railroad known as the Utica Avenue Route.

Now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York by a majority vote according to the number of votes by law pertaining to each member of the Board hereby approves the said rescission and revocation of the said resolution of September 19, 1910, adopting route and general plan of construction for said Utica Avenue Route.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Interborough Rapid Transit Company, Contract No. 3 (Cal. No. 4).

In the matter of the communication from the Public Service Commission for the First District transmitting copies of proposed assignment of the Steinway Tunnel by the Interborough Rapid Transit Company to the City under the provisions of Article X of contract dated March 19, 1913, between the Company and the City, acting by the Public Service Commission for the First District, and known as Contract No. 3; also submitting copy of proposed conveyance of certain property situate at and near the northwest corner of 4th street and Van Alst avenue, Borough of Queens.

This communication was presented to the Board at the meeting of March 27, 1914, and was referred to the Transit Committee for report at this meeting and to the Corporation Counsel to advise the Board if the instruments of assignment and conveyance are in proper form for delivery at this meeting.

James L. Quackenbush, Counsel, Interborough Rapid Transit Company, appeared and stated the instruments would be executed by the Company as soon as approved by the Corporation Counsel.

The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, April 2, 1914.

Board of Estimate and Apportionment of The City of New York:

Sirs—I am in receipt of a communication, dated March 27, 1914, signed by Joseph Haag, Secretary, reading as follows:

"I transmit herewith certain instruments of conveyance and assignment under contract, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and the Interborough Rapid Transit Company, relative to the Steinway tunnel, and known as Contract No. 3.

"These papers were presented to the Board at the meeting held this day and were referred to the Transit Committee for report at the meeting of April 3, 1914. They were also referred to you for approval and to advise the Board if the instruments of assignment and conveyance are in proper form for delivery at the meeting of the Board on said day.

"Should you desire your reply placed on the Calendar for the meeting of April 3, 1914, I would request that you return same to this office not later than Tuesday, the 31st inst."

The instruments, endorsed, respectively, "Transfer and Assignment of Steinway Tunnel" and "Conveyance and Assignment, Property at Fourth Street and Van Alst Avenue," have been examined and are herewith returned approved as to form.

Respectfully yours, FRANK L. POLK, Corporation Counsel.

The President of the Board of Aldermen on behalf of the Transit Committee presented the following:

Whereas, The Board of Estimate and Apportionment, at the meeting of March 27, 1914, received a communication dated March 27, 1914, from the Public Service Commission for the First District, which communication is as follows:

"New York, March 27, 1914.

"To the Board of Estimate and Apportionment of The City of New York:

"I transmit herewith certified copies of two resolutions adopted by this Commission on August 1, 1913, and on March 25, 1914, in reference to the proposed assignment of the so-called Steinway Tunnel by the Interborough Rapid Transit Company to The City of New York, pursuant to the provisions of Article X of the contract known as Contract No. 3 between said Company and the City. This Commission by its said resolution of August 1, 1913, approved as to substance the assignment as proposed at that time. Subsequent to such approval certain questions arose and it has been deemed preferable to adopt a somewhat different course to effect the same substantial results as intended by said proposed assignment. Accordingly the said resolution of March 25, 1914, was adopted striking from the proposed assignment the portion thereof which had reference to certain property situate at and near the northwest corner of Fourth Street and Van Alst Avenue in the Borough of Queens and as so modified approving as to substance the proposed assignment. The proposed assignment as it now stands is in accordance with the printed form herewith enclosed and entitled 'Transfer and Assignment of "Steinway Tunnel."'

"I transmit also certified copy of a resolution of this Commission adopted March 25, 1914, approving as to substance a form of proposed assignment by the Interborough Rapid Transit Company to the City of all the rights and estate of said Interborough Company in and to the property referred to in the portion of the first mentioned assignment stricken therefrom by said first mentioned resolution of March 25, 1914. This form of assignment is entitled 'Conveyance and Assignment, Property at Fourth Street and Van Alst Avenue,' and in order to explain what rights and estates the Interborough Company proposes to assign to the City, I transmit attached thereto a form of indenture between Interborough Rapid Transit Company, Tubes Realty and Terminal Company and Degnon

Contracting Company, wherein and whereby the Interborough Rapid Transit Company is to secure prior to such assignment the rights and estates which it proposes to so assign to the City.

"The two assignments now proposed to be made by the Interborough Company and which the Interborough Company informs this Commission that it is ready to execute and deliver to your Board in behalf of the City as provided in Contract No. 3, accomplish in conjunction with one another the same result as the proposed assignment originally approved as to substance by this Commission on August 1, 1913, as aforesaid. Delivery of said assignments will probably be made by Interborough Company to your Board at its next regular meeting on April 3, 1914.

"This Commission has therefore deemed it advisable to bring these matters to your attention at this time and will be pleased to furnish you with any additional information in reference thereto.

"Respectfully yours, JAMES B. WALKER, Acting Secretary."

—and

Whereas, This Board, at said meeting, received from the Public Service Commission for the First District two instruments, one of which is known as "Transfer and Assignment of Steinway Tunnel," and the other of which is known as "Conveyance and Assignment, Property at Fourth Street and Van Alst Avenue," which instruments were submitted to the Public Service Commission for the First District by the Interborough Rapid Transit Company, under and pursuant to Article X of contract dated March 19, 1913, by and between the Interborough Rapid Transit Company and The City of New York, acting by the Public Service Commission for the First District, known as Contract No. 3, and which instruments are as follows:

TRANSFER AND ASSIGNMENT OF STEINWAY TUNNEL.

This indenture, made this day of March, 1914, between Interborough Rapid Transit Company (hereinafter called the "Interborough Company"), a corporation organized under the laws of the State of New York, whose principal office is at No. 165 Broadway, Borough of Manhattan, City, County and State of New York, party of the first part, and The City of New York (hereinafter called the "City"), party of the second part,

Witnesseth:

Whereas, In and by certain actions and proceedings New York and Long Island Railroad Company (hereinafter called the "Railroad Company") acquired certain rights to build and operate a tunnel railway in New York City and in Long Island City, which railway is hereinafter referred to as the "Railway", but failed to complete the construction of the Railway and put the same in operation within the period of time prescribed therefor by law, to wit, the first day of January, 1907, but did complete or substantially complete a portion thereof (which portion is hereinafter referred to as the "constructed portion of the Railway"), a brief description of which is as follows:

A two-track underground railway beginning at a point under Forty-second Street, in the Borough of Manhattan, about 13.62 feet easterly from the westerly line of Park Avenue; extending thence easterly under Forty-second Street to the west bank of the East River; thence on a line continuous with the center line of Forty-second Street, under the East River, to the easterly bank of the East River, in the Borough of Queens; thence under private property to a point at or near Fourth Street where the said center line of Forty-second Street, in the Borough of Manhattan, continued intersects the center line of Fourth Street, in the Borough of Queens, at or near West Avenue; thence easterly under Fourth Street and private property ending at a point 24 feet westerly from the easterly side of Van Alst Avenue.

—and

Whereas, on or about the 19th day of March, 1913, the City, acting by the Commission, entered into a contract with the Interborough Company which provided in part (the word "City" referring to The City of New York, the word "Commission" referring to the Public Service Commission for the First District and the word "Lessee" referring to Interborough Company) as follows:

"Article X. The Lessee agrees to construct a railway upon the route (or upon a portion of such route) adopted by the Commission on the 2nd day of November, 1910, and known as the 'Steinway Tunnel Route.' The railway so to be constructed is indicated on, and shall be constructed in accordance with, the contract drawings and plans which bear date the 25th day of January, 1913, are stamped with the seal of the Commission, signed by the Engineer, bear the general title: 'Steinway Tunnel Route,' and are designated or numbered as follows: Nos. A1-4, inclusive, and C1-9, inclusive. The sum of three million ($3,000,000) dollars of the amount to be contributed by the Lessee toward the cost of construction of the Railroad shall be contributed by the following method and in the following manner: The Lessee shall at its own expense procure the assignment to it, in form to be approved by the Commission, of the railway, known as the 'Steinway Tunnel,' partially constructed by or on account of the New York and Long Island Railroad Company upon a portion of said Steinway Tunnel Route, together with all surviving franchises, consents, permits and property connected therewith (excluding any property not necessary to the construction, equipment, maintenance or operation of such railway) that may be vested in or held by the trustees of the said New York and Long Island Railroad Company, including all survey notes, level notes, field records and all construction and equipment records of whatsoever character. The Lessee shall also obtain the permission of the Mayor of the City and of the Commission to such assignment. The Commission will give such permission when and as the form of assignment is approved. When and as so assigned the said Steinway Tunnel, to the extent that it shall be so then completed, shall be deemed to have been constructed under and pursuant to the terms of this contract. Within thirty (30) days after the delivery of such assignment, the Lessee shall, subject to the provision as to taxes hereinafter contained, assign all rights acquired by the assignment hereinbefore referred to, to the City by an instrument to be approved as to form by the Corporation Counsel and as to substance by the Commission and to be delivered to the Board of Estimate on behalf of the City. Upon the execution and delivery of such assignment to the City, the Lessee shall thereby be deemed to have contributed such sum of three million ($3,000,000) dollars toward the cost of construction of the Railroad and such Steinway Tunnel so acquired shall be deemed to have been constructed for and at the expense of the City.

"It is the intention of the parties that the above assignment shall be free and clear of all taxes now a lien on said tunnel railway and the Lessee undertakes as one of the obligations of this contract to pay (under protest if the Lessee so desires) or otherwise to procure the discharge thereof, before assignment to the City. But the Lessee and the Trustees of the New York and Long Island Railroad Company shall have the right to contest such taxes provided, however, that such assignment or the provisions of this contract shall not be availed of in contesting such taxes, nor shall the rights of the City, the Lessee or the Trustees with respect thereto be in any way affected by such assignment. Such taxes shall not be charged to cost of construction under this contract."

—and

Whereas, On or about the 24th day of July, 1913, the Surviving Trustees of the New York and Long Island Railroad Company (hereinafter referred to as the "Trustees") after the Public Service Commission for the First District (hereinafter referred to as the "Commission") had duly found that public convenience and advantage would be best subserved by the completion and operation of the Railway and after duly obtaining the permission of the Mayor of the City and of the Commission to such assignment duly assigned to the Interborough Company by an instrument, approved as to form by the Commission, and recorded in the office of the Register of the County of New York on the 16th day of October, 1913, in Liber 183 of Conveyances at page 5 and in the office of the Clerk of the County of Queens on the 17th day of October, 1913 in Liber 1906 of Conveyances at page 431 the constructed portion of the Railway, together with all surviving franchises, consents, permits and property of the Railway (excluding any property not necessary to the construction, equipment, maintenance or operation of the constructed portion of the Railway) including all survey notes, level notes, field records and all construction and equipment records of whatsoever character (which assignment is hereinafter referred to as the "Trustees' Assignment"); and

Whereas, This indenture has been approved as to substance by the Commission and as to form by the Corporation Counsel of the City.

Now, Therefore, in consideration of the premises and of the agreements, stipulations and covenants made on the part of the City in the said contract of March 19, 1913, the Interborough Company does hereby grant, convey, release, transfer, assign, and set over unto the City, its successors and assigns forever:

First—All that certain tunnel or tunnels, roadway or roadways, structure or structures forming part of the constructed portion of the Railway, which is described as follows:

A two-track underground railway beginning at a point under Forty-second Street, in the Borough of Manhattan, about 13.62 feet easterly from the westerly line of Park Avenue; extending thence easterly under Forty-second Street to the west bank of the East River; thence on a line continuous with the center line of Forty-second Street under the East River to the easterly bank of the East River, in the Borough of Queens; thence under private property to a point in Fourth Street, where the center line of Forty-second Street, in the Borough of Manhattan, continued intersects the center line of Fourth Street, in the Borough of Queens, at or near West Avenue; thence easterly under Fourth Street and private property and ending at a point 24 feet westerly from the easterly side of Van Alst Avenue, together with loops at the termini,

—and which is more particularly indicated on the plans or drawings hereto annexed entitled "Steinway Tunnel Route," dated January 25, 1913, stamped with the seal of the Commission, signed by the Chief Engineer of the Commission, and designated or numbered as follows: Contract Drawings Nos. A 1-4 inclusive and C 1-9 inclusive, together with the appurtenances and all machinery, tools and appliances affixed to or forming part of the constructed portion of the Railway.

Second—All surviving rights, privileges, franchises, consents and permits heretofore had or obtained by the Railroad Company.

Third—All survey notes, level notes, field records and all construction and equipment records, including plans and drawings, of whatsoever character.

Fourth—All the following described real estate or interest therein, the same being necessary for the construction, equipment, maintenance or operation of the constructed portion of the Railway, to wit:

I. All that certain right of way described as follows:

A right of way ninety-nine (99) feet in width and fifty (50) feet in height within which to construct a tunnel for the use and operation of a railroad beneath the waters of the East River upon and along the route of said railroad between The City of New York and Hunter's Point in Long Island City, as shown in plan and profile upon the charts filed in the office of the Secretary of State with the water grant papers of the month of January, 1891.

—being the same right of way given and granted unto the Railroad Company by the Commissioners of the Land Office of the State of New York, by Letters Patent, dated the 5th day of January, 1891, and recorded in the office of the Secretary of State, in Book No. 47 of Patents, at page 564.

II. All those certain permanent and perpetual underground rights and easements and right of way for the construction, maintenance and operation of a railroad to be constructed in a tunnel or tunnels granted and conveyed by The Long Island Railroad Company unto the Railroad Company by indenture dated the 31st day of August, 1905, and recorded in the office of the Clerk of the County of Queens, Liber No. 1387, page 307 of Conveyances, on the 13th day of September, 1905; the premises subject to said rights and easements and right of way being in that part of the Borough of Queens, City of New York, formerly known as Long Island City, and being bounded and described as follows:

A strip of land forty-seven (47) feet in width lying one-half thereof on each side of the center line of said right of way, being the center line of Forty-second Street, in the Borough of Manhattan, produced, said center line of said right of way beginning on the easterly boundary line of the lands now or formerly belonging to The Long Island Railroad Company at station 62 plus 23.69 as shown on the plan annexed to said deed of easement; said station being distant easterly one hundred and sixty (160) feet more or less from the westerly building line of Front Street produced and measured at right angles thereto, and also distant northerly eighty-one and ninety-eight one-hundredtths (81.98) feet more or less from the northerly building line of Fourth Street and measured at right angles thereto; and running thence in a westerly direction in a straight line to a point where said center line of Forty-second Street produced intersects the bulkhead line from Long Island City at station 55 plus 34.02 as shown on said plan or drawing, said station being distant two hundred and fifty-six and fifty-seven one-hundredths (256.57) feet more or less north of the north building line of Fourth Street produced, and measured at right angles thereto and distant five hundred and six and fifty-four one-hundredths (506.54) feet more or less west of the west building line of Front Street produced and measured at right angles thereto.

Subject to the restrictions, covenants, agreements and stipulations contained in, and to the liens referred to in, the said deed of easement dated August 31st, 1905, made by The Long Island Railroad Company to the Railroad Company, hereinbefore referred to.

III. All that certain lot, piece or parcel of land situate, lying and being in that part of the Borough of Queens of The City of New York, formerly known as Long Island City, which said lot is bounded and described as follows:

Beginning at a point on the northerly side of 4th Street, distant 285 feet westerly from the intersection of the westerly side of West Avenue with the northerly side of 4th Street, running thence westerly and along the said northerly side of 4th Street 40 feet; thence northerly and parallel with West Avenue 100 feet; thence easterly and parallel with 4th Street 40 feet; thence southerly and parallel with West Avenue 100 feet to the point or place of beginning.

Together with all the estate, right, title, interest, property, possession, claim and demand whatsoever of the Interborough Company, as well in law as in equity, of, in and to the above granted premises and every part thereof.

IV. All those certain permanent and perpetual easements and rights of way, as follows:

(1) Permanent and perpetual easements and rights of way, in, through, over and under the premises known as Nos. 156-158 East 42nd Street, in the Borough of Manhattan, City of New York, the said premises being bounded and described as follows:

Beginning at a point on the southerly side of 42nd Street distant 100 feet westerly from the intersection of the westerly side of Third Avenue and the southerly side of 42nd Street; running thence westerly along the southerly side of 42nd Street 41 feet 8 inches; thence southerly and parallel with Third Avenue 98 feet 9 inches; thence easterly and parallel with 42nd Street 41 feet 8 inches; thence northerly and parallel with Third Avenue 98 feet 9 inches to the point or place of beginning.

The said easements and rights of way in, through, over and under the said premises are the permanent and perpetual rights and easements to maintain, use and operate in perpetuity the station entrances, exits and approaches, escalator shaft and pit, cable shaft and drift and all appurtenances now constructed in, through or under the said premises as now constructed (or as they may hereafter be reconstructed or changed as hereinafter provided), including the right and easement to construct, maintain, use and operate in perpetuity the escalator to be installed in such escalator shaft, for the purpose of access, ingress and egress between the station of the constructed portion of the Railway and the surface of 42nd Street and otherwise as may be necessary for the efficient operation of the constructed portion of the Railway. The said existing station entrances, exits or approaches, escalator shaft and pit and cable shaft and drift are indicated upon one of the plans or drawings hereinbefore referred to and hereto annexed, designated or numbered Contract Drawing No. C 2; provided, however, that the City, its successors or assigns may at any time or times reconstruct, rebuild, alter or remodel said existing or any future station entrances, exits or approaches, escalator shaft and pit and cable shaft and drift and the appurtenances either

in part or in whole, except that no such station entrances, exits or approaches, escalator shaft and pit and cable shaft and drift or any appurtenances shall be so reconstructed, rebuilt, altered or remodeled as to extend beyond the limits, horizontal or vertical, of such existing station entrances, exits or approaches, escalator shaft and pit and cable shaft or the appurtenances; provided, however, that such reconstruction, rebuilding, alteration or remodeling shall be done without disturbing or endangering any building that may now or hereafter be erected upon the said premises and without interfering with the use and occupation by the occupants thereof.

Also the right and easement to construct and maintain (including the right from time to time to reconstruct, rebuild, alter or remodel) a suitable superstructure extending to a height of not more than ten (10) feet above the present level of the curb in front of said premises at its highest point, for the safe and convenient ingress and egress of persons desiring access to and from the constructed portion of the Railway and the station thereof, on or over the following described portion of said premises:

Beginning at a point on the southerly side of 42nd Street distant 2 feet easterly from the westerly line of the said premises, running thence southerly along a line parallel to the westerly line of the said premises, and at right angles to the southerly line of 42nd Street 85 feet 5 inches; thence at a right angle and easterly 26 feet 8 inches; thence at a right angle and southerly 12 feet 4 inches to a point 1 foot northerly from the southerly line of the said premises; thence at a right angle and easterly 11 feet 9 inches to a point 1 foot 3 inches west of the easterly line of the said premises; thence at a right angle and northerly and parallel with the easterly line of the said premises and at a distance of 1 foot 3 inches westerly therefrom 12 feet 4 inches; thence at a right angle and westerly 9 inches; thence at a right angle and parallel with the easterly line of the said premises and 2 feet distant therefrom for 32 feet 3 inches; thence at a right angle and westerly 5 feet 4 inches; thence at a right angle and northerly 10 feet 6 inches to the portal of the escalator shaft or entrance; thence at a right angle and westerly 16 feet 6 inches; thence at a right angle and southerly 19 feet 4 inches; thence at a right angle and westerly 5 feet 10 inches to a line which is parallel with and distant 12 feet from the westerly line of the said premises; thence at a right angle and northerly 62 feet to the southerly side of 42nd Street; thence at a right angle and westerly along the southerly side of 42nd Street 10 feet to the point or place of beginning.

Subject, however, to the restrictions, covenants, agreements and stipulations contained in the Trustees' Assignment in respect of the building or buildings now erected or hereafter to be erected upon the premises. The Interborough Company includes herein all rights and privileges accruing to it in and by the Trustees' Assignment in respect of such building or buildings.

(2) Permanent and perpetual easements and rights of way in, through and under the premises situate in that part of the Borough of Queens formerly known as Long Island City and bounded and described as follows:

Beginning at the intersection of the northerly side of Fourth Street and the westerly side of West avenue, in the Borough of Queens, in the City of New York, thence extending westerly along the northerly side of Fourth Street two hundred and eighty-five feet, thence northerly and parallel with West avenue one hundred feet, thence westerly and parallel with Fourth street forty feet, thence southerly and parallel with West avenue one hundred feet, thence westerly and along the northerly side of Fourth Street seventy-five feet, thence northerly and parallel with West Avenue two hundred feet to the southerly side of Fifth street, thence easterly and along the southerly side of Fifth street three hundred feet, thence southerly and parallel with West Avenue one hundred and fifty feet, thence easterly and parallel with Fourth Street one hundred feet to the westerly side of West Avenue, and thence southerly along the westerly side of West Avenue fifty feet to the point or place of beginning.

The said easements and rights of way in, through and under the said premises are the permanent and perpetual rights and easements to maintain, use and operate in perpetuity the two-track underground railroad and appurtenances now constructed in, through or under the said premises as now constructed or as the same may hereafter be reconstructed or changed as hereinafter provided. The said existing two-track underground railroad is indicated upon certain of the plans or drawings hereinbefore referred to and hereto annexed designated or numbered Contract Drawing No. A-3, Contract Drawing No. A-4, Contract Drawing No. C-5 and Contract Drawing No. C-7; provided, however, that the City, its successors and assigns, may at any time or times reconstruct, rebuild, alter or remodel said existing or any future railroad within the said premises except the same shall not be so reconstructed, rebuilt, altered or remodeled as to extend beyond the limits, horizontal or vertical, of the said existing railroad; provided, however, that such reconstruction, rebuilding, alteration or remodeling shall be done without disturbing or endangering any building that may now or hereafter be erected upon the said premises and without interfering with the use and occupation by the occupants thereof.

(3) Permanent and perpetual easements and rights of way in, through, over and under those two certain lots, pieces or parcels of land situate, lying and being in that part of the Borough of Queens formerly known as Long Island City, which, taken together, are bounded and described as follows:

Beginning at a point on the southerly side of 4th Street, distant 98.17 feet westerly from the intersection of the westerly side of Jackson Avenue and the southerly side of 4th Street; running thence westerly along the southerly side of 4th Street 50 feet; thence southerly on a line at right angles to the southerly side of 4th Street 66.92 feet; thence northeasterly 54.84 feet to a line drawn at right angles to the southerly side of 4th Street; thence northerly 44.35 feet to the southerly side of 4th Street to the point or place of beginning.

The said easements and rights of way in, through, under and over the said premises are the permanent and perpetual rights to maintain, use and operate in perpetuity the station entrances, exits and approaches and appurtenances now constructed in, through or under the said premises as now constructed (or as they may hereafter be reconstructed or changed as hereinafter provided) for the purpose of access, ingress and egress between the station of the constructed portion of the Railway and the surface of Fourth Street. The said existing station entrances, exits and approaches are indicated upon one of the plans or drawings hereinbefore referred to and hereto annexed designated or numbered Contract Drawing No. A-4; provided, however, that the City, its successors and assigns may at any time or times reconstruct, rebuild, alter or remodel said existing or any future station entrances, exits or approaches and appurtenances except that no such station entrance, exit or approach or any appurtenance shall be so reconstructed, rebuilt, altered or remodeled as to extend beyond the limits, horizontal or vertical, of such existing station entrances, exits or approaches or appurtenances; provided, however, that such reconstruction, rebuilding, alteration or remodeling shall be done without disturbing or endangering any building that may now or hereafter be erected upon the said premises and without interfering with the use and occupation by the occupants thereof.

Also the right and easement to construct and maintain a suitable superstructure, extending to a height of not more than ten (10) feet above the present level of the curb in front of said premises at the highest point thereof, for the safe and convenient ingress and egress of persons desiring access to and from the constructed portion of the Railway and the station thereof, on and over the following described portion of said premises:

Beginning at a point on the southerly side of 4th Street distant 2.5 feet westerly from the easterly line of the said premises; thence running along the southerly side of 4th Street 10 feet; thence southerly 15 feet; thence easterly 10 feet to a point on a line which is 2.5 feet westerly from the easterly line of the said premises; thence northerly along said line 15 feet to the point or place of beginning.

Subject, however, to the restrictions, covenants, agreements and stipulations contained in the Trustees' Assignment in respect of the building or buildings now erected or hereafter to be erected upon the premises. The Interborough Company includes herein all rights and privileges accruing to it in and by the Trustees' Assignment in respect of such building or buildings.

Fifth—A permanent and perpetual right and easement for the maintenance and operation in perpetuity of the constructed portion of the Railway, including stations and station entrances and exits in, upon, under or through any land owned by the Trustees or in which they have any interest lying in the bed of any street, road, highway or avenue, and all rights accruing under the consent granted by the Trustees in and by the Trustees' Assignment to the maintenance and operation of the constructed portion of the Railway, including stations and station entrances and exits, by the Interborough Company, its successors or assigns, in front of any lands or premises owned by the Trustees or in which they have any interest, and under the release and quit claim, made by the Trustees in and by the Trustees' Assignment, to the Interborough Company, its successors and assigns, to any and all easements of light, air, access and support appurtenant to any lands or premises owned by the Trustees or in which they have any interest interfered with by the maintenance or operation of the constructed portion of the Railway, including stations and station entrances and exits, and under the release and discharge of the Interborough Company, its successors and assigns, from any and all claims for damages on account of the maintenance or operation of the constructed portion of the Railway, including stations and station entrances and exits with the proviso that such consent, quitclaim and releases shall not deprive the Trustees, their survivors, succesors and assigns of any right to recover damages caused by future construction work in or about the constructed portion of the Railway.

Sixth—To have and to hold the above, and each and all of the above and every part thereof, unto the City, its successors and assigns, to its and their own proper use and behoof forever.

Seventh—For the purpose of facilitating the record hereof this indenture has been executed in two counterparts, each of which shall be taken to be an original, and both together but one instrument.

In witness whereof, the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and this indenture to be signed by its President, all the day and year first above written.

INTERBOROUGH RAPID TRANSIT COMPANY,
By President.
Attest: Secretary.

Approval as to Form by Corporation Counsel.

The foregoing instrument is hereby approved as to form.
Dated, March , 1914.

, Corporation Counsel.

State of New York, County of New York, ss.:

On this day of March, 1914, before me personally came , to me known, who, being by me first duly sworn, did depose and say that he resides in in the State of that he is President of Interborough Rapid Transit Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company and that he signed his name thereto by like authority.

(Thirteen maps attached, entitled "Route No. 26, Steinway Tunnel Route, dated Jan. 25, 1913, Alfred Craven Chief Engineer" and numbered A1, A2, A3, A4, C1, C2, C3, C4, C5, C6, C7, C8, C9.)

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CONVEYANCE AND ASSIGNMENT—PROPERTY AT FOURTH STREET AND VAN ALST AVENUE.

Indenture made this day of March, 1914, between Interborough Rapid Transit Company, a domestic corporation of the State of New York, whose principal office is at No. 165 Broadway in the Borough of Manhattan in the City of New York (hereinafter referred to as the "Interborough Company"), party of the first part, and The City of New York, a municipal corporation of the State of New York (hereinafter referred to as the "City"), party of the second part.

Whereas, The Interborough Company heretofore entered into a certain indenture bearing date the day of March, 1914 between said Interborough Company, Tubes Realty and Terminal Company, a domestic corporation of the State of New York, and Degnon Contracting Company, a corporation of the State of New Jersey, relating to certain parcels of land situate, lying and being in Long Island City in the Borough and County of Queens in the City and State of New York, including four certain parcels of land therein described at and near Fourth Street and Van Alst Avenue, which indenture has been or is to be recorded in the office of the Clerk of the County of Queens prior to or simultaneously with the recording of this instrument; and

Whereas, The Interborough Company, pursuant to the provisions of said indenture, is now seized and possessed of certain permanent, perpetual and exclusive rights, easements and rights of way and certain temporary rights and easements in said indenture particularly set forth and described for the construction, maintenance, use and operation of a portion of a rapid transit railroad in, through and under said four parcels of land; and

Whereas, The Interborough Company, pursuant to its obligation under Article X of a certain contract dated March 19, 1913, known as Contract No. 3, between the City, acting by the Public Service Commission for the First District, and the Interborough Company, has procured the assignment, in form approved by the Commission, of the railway known as the Steinway Tunnel and, in accordance with its obligation under said Article, proposes to deliver to the City a transfer and assignment bearing even date herewith granting, conveying, releasing, transferring, assigning and setting over unto the City, its successors and assigns forever, the said Steinway Tunnel described in said transfer and assignment; and

Whereas, The Commission is willing to approve and the City is willing to accept said transfer and assignment bearing even date herewith as the assignment contemplated by said Article X of said Contract No. 3 only upon the execution and delivery of this instrument simultaneously therewith;

Now Therefore This Indenture Witnesseth that the Interborough Company, in consideration of the premises and of the sum of One Dollar to it in hand paid by the City at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, conveyed and released and by these presents does grant, convey and release unto the City and its successors and assigns forever the railroad and its appurtenances now constructed within the said parcels of land described in said indenture bearing date the day of March, 1914, and the said permanent and perpetual rights, easements and rights of way and the said temporary rights and easements set forth and described in said indenture and all the right, title and interest of the Interborough Company in and to said parcels of land and has assigned, transferred, conveyed and set over and by these presents does assign, transfer, convey and set over unto the City and its successors and assigns forever the said indenture bearing date the day of March, 1914 and all the rights of the Interborough Company thereunder and all the right, title and interest of the Interborough Company in and to said indenture.

To have and to hold the same unto the City and its successors and assigns forever.

It is expressly understood and agreed that the Interborough Company does not assign or transfer to the City any right to receive the sum of Two Thousand Five Hundred Dollars ($2,500) paid to the Interborough Company by said Tubes Realty and Terminal Company upon the execution and delivery of said indenture.

The City, by the acceptance of this instrument, shall be deemed to have assumed, and does assume, all the covenants, agreements and obligations of the Interborough Company contained in said indenture.

In witness whereof the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the day and year first above written.

INTERBOROUGH RAPID TRANSIT COMPANY, by ....., President.

Attest: ....., Secretary.

Approval as to Form by Corporation Counsel.

The foregoing instrument is hereby approved as to form.

Dated, March , 1914.

....., Corporation Counsel.

State of New York, County of New York, ss.:

On this day of March, 1914 before me personally appeared , to me known, who, being by me first duly sworn, did depose and say, that he resides in in the State of ; that he is the President of the Interborough Rapid Transit Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said company; that the seal affixed to said instrument is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

—and

Whereas, This Board, at said meeting, received from the Public Service Commission certain resolutions adopted by said Commission August 1, 1913, and March 25, 1914, approving the hereinabove instruments as to substance; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment hereby approves the proposed instruments known as "Transfer and Assignment of Steinway Tunnel" and "Conveyance and Assignment, Property at Fourth Street and Van Alst Avenue" as submitted; and be it further

Resolved, That this Board hereby authorizes his Honor the Mayor to accept, on behalf of this Board, the delivery of said instruments when and as the same are approved as to form by the Corporation Counsel.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Manhattan Fire Alarm Company (Cal. No. 5).

In the matter of the application of the Manhattan Fire Alarm Company for a franchise to construct, maintain and operate wires or other electrical conductors under the streets and avenues within the Borough of Manhattan and the portion of the Borough of The Bronx lying west of the Bronx River and to construct, maintain and operate suitable wires or other electrical conductors and the necessary conduits for the same under the streets and avenues within that portion of the Borough of The Bronx lying east of the Bronx River and in the Boroughs of Brooklyn, Queens and Richmond for the purpose of maintaining and operating a fire protection signalling service system for the protection of premises of subscribers.

At the conclusion of the public hearing on the form of contract on March 20, 1914, action was deferred until this day at the request of the Company to afford it an opportunity to confer with the Fire Commissioner to outline the supplementary agreement required by the provisions of the contract before connection can be made with the City's fire alarm telegraph system.

The Engineer, Bureau of Franchises, reported the negotiations had not been completed. The matter was then laid over until the meeting of April 17, 1914.

Communications from the Mayor's Office (Cal. No. 6).

Communications were received from the Mayor's office returning, duly approved by his Honor the Mayor on March 25, 1914, resolutions adopted by this Board March 20, 1914, granting certain privileges and designating newspapers as follows:

(a) Granting Steinway & Sons permission to continue to maintain and use an existing pipe under 9th Avenue, Riker Avenue and Blackwell Street, Long Island City, Borough of Queens.

(b) Granting Walter J. Salomon permission to change the location of conduit under and across 6th Avenue north of 42nd Street, Borough of Manhattan.

(c) Granting F. V. Smith, Inc., permission to construct, maintain and operate a railroad track over the bridge carrying Tremont Avenue across Westchester Creek in the Borough of The Bronx.

(d) Granting the Bowery Bay Building and Improvement Company permission to install, maintain and use three conduits under Old Bowery Bay Road, Borough of Queens.

(e) Designating the Evening Mail and The Globe as the two daily newspapers in which the form of contract and notice of hearing thereon for the grant of a franchise to the Degnon Terminal Railroad Corporation shall be published prior to the hearing on May 1, 1914.

Which were ordered filed.

New York Railways Company et al. (Cal. No. 7).

A communication was received from the Public Service Commission for the First District transmitting certified copy of resolution adopted by the Commission directing a hearing in regard to the extension of tracks of the New York Railways Company, et al., on West 34th Street between 10th Avenue and the North River, Borough of Manhattan.

Which was ordered filed and the Engineer, Bureau of Franchises, directed to attend hearing.

Fifth Avenue Coach Company (Cal. No. 8).

The Secretary presented the following:

Bureau of Franchises, March 24, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of Board of Estimate and Apportionment:*

Sir—The Fifth Avenue Coach Company has, by a petition dated March 21, 1914, requested the right to operate a line of stages or coaches for the transportation of passengers for hire upon three routes, namely:

(a) Beginning at the intersection of Fifth Avenue with East 96th Street; thence easterly along East 96th Street to Lexington Avenue.

(b) Beginning at the intersection of Fifth Avenue with the Transverse Road No. 4 through Central Park; thence along the Transverse Road to Central Park West; thence southerly along Central Park West to West 96th Street; thence along West 96th Street to Riverside Drive.

(c) Beginning on East 79th Street at the East River; running thence along East 79th Street to Fifth Avenue and along its present route on Fifth Avenue to its intersection with the Transverse Road No. 2 through Central Park near 79th Street; thence along said Transverse Road to Central Park West; thence on Central Park West to West 77th Street; thence on West 77th Street to Columbus Avenue; thence on Columbus Avenue to West 79th Street; thence on West 79th Street to Riverside Drive.

This petition is supplementary to one which was submitted by the company under date of June 5, 1913, in which the right is asked to operate six different routes, to be operated in conjunction with the routes now operated by the Company.

The preliminary hearing upon the first petition was held by the Board on July 10, 1913, and it is therefore suggested that a date for the preliminary public hearing upon the supplemental petition be fixed by the Board in order that the procedure thereon may be advanced to the same point as that reached upon the first petition.

It is recommended that the Board adopt a resolution fixing May 1, 1914, as the date for such public hearing, and requesting the Mayor to designate newspapers in which notice of such hearing should be published, pursuant to law.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

Before the Board of Estimate and Apportionment of The City of New York—Supplemental Petition.

In the matter of the supplemental application of the Fifth Avenue Coach Company for an extension of routes under Chapter 69 of the Laws of 1913, upon Seventh Avenue and other Avenues and Streets.

To the Board of Estimate and Apportionment of The City of New York:

The supplemental petition of the Fifth Avenue Coach Company respectfully shows:

I. That the petitioner is a domestic common carrier corporation, duly organized to own, operate, manage and control a line of stages or coaches for the transportation of passengers for hire.

II. That the post office address of the petitioner is No. 10 East One Hundred and Second Street, Borough of Manhattan, County of New York, State of New York.

III. That on or about the 5th day of June, 1913, the petitioner filed with your Board an application dated June 5, 1913, for a franchise to extend its stage or omnibus routes upon certain specified streets, avenues, viaducts and highways of the Borough of Manhattan, City of New York, and that said application is still pending before your Board.

IV. That on account of the limited traffic facilities across Central Park, your petitioner hereby supplements and amends its previous application aforesaid by adding to and forming a part of the routes therein described, the further extension of its route as follows:

From the intersection of its route on Fifth Avenue with East 96th Street, thence easterly along East 96th Street to the easerly side of Lexingon Avenue.

Also from the intersection of its route on Fifth Avenue with the roadway of Central Park at or near East 97th Street and known as Transverse Road Number 4, thence westerly along Transverse Road Number 4 across Central Park to Central Park West, thence southerly along Central Park West to West 96th Street, thence westerly along West 96th Street to the Hudson River.

Also from the East River on East 79th Street, thence westerly along East 79th Street, connecting with its route on Fifth Avenue, to the roadway of Central Park at or near East 79th Street and known as Transverse Road Number 2, thence westerly along Transverse Road Number 2 across Central Park to Central Park West, thence southerly along Central Park West to West 77th Street, thence westerly along West 77th Street to Columbus Avenue, thence northerly along Columbus Avenue to West 79th Street, thence westerly along West 79th Street connecting with its route on Riverside Drive to the Hudson River.

Wherefore, your petitioner asks that it be granted a franchise for an extension of its routes and for the right to establish, maintain and operate the same upon the streets, avenues, viaducts, highways, roads, parks and highways as set forth in its said application dated June 5, 1913, and as set forth herein.

FIFTH AVENUE COACH COMPANY, By RICHARD W. MEADE, President.

Dated, New York, March 21, 1914.

State of New York, County of New York, ss.:

Richard W. Meade, being duly sworn, deposes and says that he is the President of the Fifth Avenue Coach Company, the petitioner above named; that he has read the foregoing supplementary petition and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief and that as to these matters he believes it to be true. RICHARD W. MEADE,

Sworn to before me this 21st day of March, 1914. G. L. WILLEMS, Notary Public, New York County.

The following was offered:

Whereas, The foregoing petition from 5th Fifth Avenue Coach Company, dated March 27, 1914, was presented to the Board of Estimate and Apportionment at a meeting held April 3, 1914.

Resolved, That in pursuance of law this Board sets Friday, the 1st day of May, 1914, at 10.30 o'clock in the forenoon, and Room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard, and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least two (2) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the CITY RECORD immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The petition was then referred to the Bureau of Franchises.

New York Central and Hudson River Railroad Company (Cal. No. 9).

In the matter of the rescission of consent granted the New York Central and Hudson River Railroad Company to maintain and operate a track at grade across Exterior street and across Broadway, Borough of The Bronx, and authorizing the Comptroller to refund the security deposited in his office for the faithful performance of the terms and conditions of said consent.

This consent was rescinded by resolution adopted by this Board February 20, 1914, approved by the Mayor March 12, 1914.

The Secretary presented the following:

Bureau of Franchises, March 28, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment February 20, 1914, approved by the Mayor March 12, 1914, the Board rescinded resolution adopted July 15, 1912, approved by the Mayor July 22, 1912, granting consent to the New York Central and Hudson River Railroad Company to construct, maintain and operate a temporary railroad track at grade across Exterior Street immediately north and south of 225th Street and across Broadway, Borough of The Bronx, and authorizing the Comptroller to refund to said Company the security fund of $500 deposited in his office for the faithful performance of the terms and conditions of said consent upon payment by Company of the compensation due from November 1, 1913, to December 15, 1913.

The resolution provided in part as follows:

"That this resolution shall not become effective unless and until the New York Central and Hudson River Railroad Company shall execute an instrument in writing releasing The City of New York from any and all claims of any kind, character or description whatever held or claimed to be held under the terms and conditions of the aforesaid consent and agreeing to quit-claim, waive and surrender to The City of New York any and all rights and privileges in and upon said Exterior Street and Broadway, in the Borough of The Bronx, held or claimed to be held under and by virtue of said consent, and file the same with the Board of Estimate and Apportionment of The City of New York."

Under and pursuant to the above quoted section the grantee presented an agreement dated March 19, 1914.

This agreement was approved as to form by the Corporation Counsel and is on file in this office.

Certified copies of the approved resolution have been forwarded to the company and to the officials interested.

It is recommended that the papers be filed.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

Which was ordered filed.

Leonard C. Smith (Cal. No. 10).

In the matter of the consent granted Leonard C. Smith to install, maintain and use a ten-inch salt water pipe under West 155th street from the ice plant of the grantee on the northerly side of said street, between 8th avenue and the Harlem River to the Harlem River, Borough of Manhattan, for the purpose of obtaining salt water for condensing purposes.

By resolution adopted February 20, 1914, the grantee was notified under and pursuant to the consent that unless he complied with the provisions of sections 2 and 12 providing for the payment of compensation for the privilege and the deposit of a security fund, on or before April 22, 1914, the consent would be rescinded on May 1, 1914.

The Secretary presented the following:

Bureau of Franchises, March 30, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment July 10, 1913, and approved by the Mayor July 11, 1913, consent was granted to Leonard C. Smith to install, maintain and use a ten-inch salt water pipe in West 155th Street, Borough of Manhattan, from his ice plant on the northerly side of said street between Eighth Avenue and the Harlem River to the Harlem River for the purpose of obtaining salt water for condensing purposes.

Sections 2 and 12 of the resolution provide for payment to the City by the grantee of the sum of $726.20 per annum for the privilege, and deposit with the Comptroller of security in the sum of $1,000; the first payment and the security deposit to be made within sixty days of the date of approval of the resolution by the Mayor.

At the meeting of the Board held February 20, 1914, a report from this Bureau was presented reciting that Mr. Smith had neglected to make the payment and deposit, although he had previously laid the pipe and it has since been in service. A resolution was thereupon adopted notifying him that, pursuant to Paragraph 1 of the consent, unless the first payment and security deposit be made on or before April 22, 1914, the

Board will at the meeting to be held May 1, 1914, revoke the consent and direct the Borough President to remove the pipe and restore the street surface at the expense of Mr. Smith.

A copy of that resolution was duly forwarded to Mr. Smith, but the payment and security deposit have not yet been made, and I have received no word as to his intentions in the matter. By April 22, 1914, more than seven months will have elapsed beyond the date fixed in the consent for the making of the payment and deposit, although repeated promises to pay have been made from time to time, and I refrained from reporting to the Board until February in order to afford the grantee every fair opportunity to make good in view of the difficulties he claimed to be under.

I am now of the opinion that no petition for an extension of time beyond April 22 should be entertained, and would recommend that the Secretary be directed to inform Mr. Smith that no application for any extension of time will be considered by the Board.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The Secretary was directed to notify the grantee no petition for an extension of time will be entertained, nor will any further extension of time be granted.

International Cork Company (Cal. No. 11).

In the matter of the consent granted the International Cork Company to install, maintain and use a conduit under and across Sutton street, north of Nassau avenue, Borough of Brooklyn, connecting the premises of the grantee on opposite sides of said street and to contain pipes for the conveyance of steam, air, water and electric current between said premises.

This consent was granted by resolution adopted by this Board March 6, 1914, approved by the Mayor March 11, 1914.

The Secretary presented the following:

Bureau of Franchises, March 21, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment March 6, 1914, approved by the Mayor March 11, 1914, the International Cork Company was granted permission to install, maintain and use a conduit under and across Sutton Street north of Nassau Avenue, Borough of Brooklyn, to connect the premises of the grantee on opposite sides of said street and to contain pipes for the conveyance of steam, air, water and electric current between said premises.

Section 15 of said consent provides as follows:

"15. This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

"And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized."

Under and pursuant to the above quoted section the grantee presented an agreement dated March 14, 1914.

This agreement has been approved by the Corporation Counsel and is on file in this office.

Certified copies of the approved resolution have been forwarded to the grantee and to the officials interested.

It is recommended that the papers be filed.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

Which was ordered filed.

Matheson Lead Company (Cal. No. 12).

In the matter of the consent granted Matheson Lead Company to continue to maintain and use an existing water pipe under and across Vernon avenue at the foot of Noble street, Long Island City, Borough of Queens, connecting the property of the Company on the westerly side of said avenue with its pipe line in Noble street, Payntar avenue and William street.

This consent was granted by resolution adopted by this Board February 6, 1914, approved by the Mayor February 11, 1914.

The consent provided that in case the Company failed or neglected to accept same the President of the Borough of Queens should, upon notice of the failure of the Company to file such acceptance, remove the pipe from within the lines of the street, restore the street to its original condition at the expense of the Company and report to the Board on or before April 1, 1914, the result of his action and as to whether or not the costs had been paid.

The Secretary presented the following:

The City of New York, Offices, Commissioner of Public Works of the Borough of Queens, Long Island City, March 31, 1914.

Mr. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment, New York City, N. Y.:*

Dear Sir—By direction of President Connolly, and in conformity with the order of the Board of Estimate and Apportionment contained in your communication of March 17, 1914, I have to inform you that the pipe line maintained by the Matheson Lead Company under and across Vernon avenue. at the foot of Noble street, Long Island City, Borough of Queens, has been cut and capped and thereby rendered impossible of use.

In order to do this work, four (4) square yards of pavement which is under maintenance was opened. The contractor who maintains the pavement has been directd to restore the same and when the restoration is complete the entire cost of doing the work will be known and will be reported to the Board of Estimate and Apportionment.

Very truly yours, JAMES A. DAYTON, Commissioner of Public Works.

Which was ordered filed.

Pelham Park and City Island Railway Company, Inc. (Cal. No. 13).

In the matter of the resolution adopted March 20, 1914, authorizing the Commissioner of Parks for the Borough of The Bronx to operate stages through Pelham Bay Park to furnish transportation due to the failure of the Pelham Park and City Island Railway Company, Inc., to afford the residents of City Island relief when the monorail system stopped operation on March 18, 1914.

The Secretary presented the following:

Bureau of Franchises, March 31, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman Board of Estimate and Apportionment:*

Sir—Referring to the action of the Board of Estimate and Apportionment at its meeting of March 20, 1914, authorizing the Commissioner of Parks for the Borough of The Bronx to operate stages through Pelham Bay Park in order to furnish transportation on account of the failure of the Interborough Rapid Transit Company to give any relief when its "Monorail" Company stopped operation on Wednesday, March 18, at noon, I beg to report as follows:

The Commissioner immediately procured four horse-drawn vehicles and placed the same in operation on Saturday, March 21, at 6 A. M. Following this action by the City, and not until then, although the people of City Island had been without means of reaching Bartow Station except by private conveyances for two and one-half days, the Interborough Rapid Transit Company placed in operation through the park two motor busses of the type employed by the Fifth Avenue Coach Company on Fifth Avenue at noon of March 21.

It was found extremely difficult to procure motor buses for operation by the Park Commissioner for the reason that vehicles of this character are not kept in stock by the dealers, and in any event the City did not desire to purchase. However, two motor buses, one seating fourteen passengers and the other twenty passengers, were procured and delivered to the Park Commissioner on Saturday, March 28, and placed in operation the following morning. The delivery of a third bus is expected within a week. When the third bus is in operation the use of the horse-drawn vehicles will be no longer necessary except on Saturdays and Sundays. The heavy motor buses used by the Interborough Rapid Transit Company are, by reason of their excessive weight, to wit, seven (7) tons, destroying the road, which was in no too good condition prior to their use, and I am informed that the company has had considerable difficulty in keeping the buses in repair, as they are entirely unsuited to the service.

The Park Commissioner has carried out the instructions of the Board to the letter with such vehicles as he has been able to obtain and has maintained the best schedule of service possible under the conditions, which will improve daily, I trust, when the third motor bus is put in operation.

As showing the attitude of the residents of City Island toward the action which the Board has taken in relieving their situation I am informed that a petition bearing over three hundred (300) signatures has been sent to the Public Service Commission for the First District, endorsing the action of the Board of Estimate and requesting the Commission to comply with the request of the Board to refuse further extensions of time to the Pelham Park and City Island Railway Company, Inc.; to declare null and void the order given that company for reorganization, and to co-operate with the Board of Estimate in forcing out those who have been in the past responsible for the disgraceful transportation conditions, in order that the field might be left open to others, if there be such, to enter and serve the people and to their own profit.

In a separate report, presented herewith, I have suggested action in regard to the forfeiture of certain security deposits held by the City, which will relieve the City from any expense attendant upon this temporary operation by the Park Commissioner, thus showing usefulness and practicability of the standard form of franchise and revocable privilege under which the City is held harmless in such cases as the present.

As to an ultimate satisfactory solution of this vexatious problem I have every confidence and will keep the Board advised as the situation warrants.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The report was ordered filed and the Secretary directed to forward a copy of same to the Public Service Commission for the First District.

Pelham Park and City Island Railway Company, Inc. (Cal. No. 14).

The Secretary presented the following:

171 Carroll Street, City Island, New York, March 25, 1914.

Board of Estimate and Apportionment:

Honorable Sirs—Voicing the sentiments of some of the property owners of City Island, I wish to express our appreciation of what your Honorable Board has undertaken to do for us in the way of transportation in your generous proposal in authorizing the Park Commissioner of The Bronx, Whittle, to have us supplied with the coaches.

I fear some of the folks have failed to grasp the issue before them and are patronizing the Interborough Conveyance because it is more attractive to the eye and as they have arranged to meet all trains, while yours only certain ones; and the school children, some of whom, their education depends in us getting some definite means of transportation, and then the near-sighted people who have railroad tickets they wish to use. Too bad their vision does not exceed further than their face. Perhaps they are to be pitied rather than censured, since the contemptible treatment given them by the monorail concern has dulled their intellect; some perhaps could be saved to life by a treatment at Kings Park.

I hear that some of the taxpayers have asked to have the monorail replaced; they are either hopeless cases of insanity or are blinded with greenbacks. Must human lives be sacrificed before we get any redress? I would suggest that you ascertain whether there is traffic enough by the combined register of the two conveyances. If you think the figure too small to warrant a trolley, kindly give us a *conveyance* that will protect us from the weather and meet the trains as scheduled by the Interborough. If your Honorable Board had not interceded we still would be ignored by the Interborough, so your petitioner applies to you for redress and sincerely trusts that no more pie-crust promises will be accepted as adequate from the Interborough and that we shall have either of the above suggested. If I can further the cause direct me.

Yours very truly, JENNIE E. COOK.

Which was ordered filed and the Secretary directed to forward a copy of the Communication to the Public Service Commission for the First District.

Pelham Park Railroad Company; City Island Railroad Company; Pelham Park and City Island Railway Company, Inc. (Cal. No. 15).

The Secretary presented the following:

Bureau of Franchises, March 30, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—In view of the action taken by the Board of Estimate and Apportionment at its meeting of March 20, 1914, in relation to the Pelham Park and City Island Railway Company, Inc., to wit, directing the Commissioner of Parks for the Borough of The Bronx to revoke on ten days' notice the permit for a temporary power house in Pelham Bay Park and to operate a stage line through said park, it seems pertinent to call attention to certain other facts in relation to this Company and its constituent companies, the Pelham Park Railroad Company and City Island Railroad Company, which have not heretofore been presented in detail to the Board:

First—Suit was brought by the City against both the Pelham Park Railroad Company and the City Island Railroad Company for a payment of a percentage of gross receipts for the period between September 30, 1902, and September 30, 1911. Judgment in the sum of $4,170.57 was obtained and entered against the Pelham Park Railroad Company, but before a judgment was obtained against the City Island Company, such Company went into the hands of a Receiver.

On January 31, 1912, a claim was filed with the Receiver of the two Companies against the City Island Company for the sum of $3,683.62, the amount for which suit was brought, and on the same date the judgment against the Pelham Park Company was filed as a claim with said Receiver.

An examination of the records fails to show that the Receiver has since been discharged and inquiry at the office of the Corporation Counsel discloses that nothing has been heard from the Receiver since the filing of the above-mentioned claims.

Second—Both the Pelham Park Railroad Company and the City Island Railroad Company are in arrears to the City for compensation at the rate of five per cent. per annum upon the gross receipts for the years ended September 30, 1912, and September 30, 1913. In the case of the City Island Railroad Company, the total amount due for these two years is approximately $750.00, and the amount due from the Pelham Park Railroad Company for the two years is approximately $1,075. The above figures do not include interest or the penalty of five per cent. a month provided by the Railroad Law.

Each of the consents of the City given in 1909 to the two Companies for a change of motive power provides for a security deposit of $2,500 to be made by each Company. Bonds of The City of New York to the amount of $2,500 were deposited as security with the Comptroller of the City by each of the Companies. Inasmuch as the rights granted the City Island Railroad Company expired by limitation June 16, 1911, and the consent to a change of motive power by the Pelham Park Railroad Company was revoked by the Board June 22, 1911, it would appear that the security deposit of $2,500 made by each of these Companies had become forfeited to the City. Inquiry at the Department of Finance reveals that these securities have not as yet been turned into the City Treasury.

The Pelham Park and City Island Railway Company, Inc., through one of its constituent companies, the Pelham Park Railroad Company, having failed to furnish adequate service through Pelham Bay Park from Bartow Station to the City Island Bridge, the Park Commissioner was, as before recited, authorized to operate a stage line through the park and such line was put in operation on the following day. The expense of operating this stage line will probably, for a time at least, be somewhat in excess of the receipts. It is suggested that the sum of $5,000 deposited with the Comptroller by the two Companies, or so much thereof as may appear necessary, be held subject to the drafts of the Park Commissioner for the expenses incurred in the operation of the stage line through Pelham Bay Park. It is therefore recommended:

First. That the Corporation Counsel take the necessary steps to collect the compensation due the City under the Railroad Law for the period from September 30, 1911, to September 30, 1913. I am informed that three actions will be necessary:

1. Against both the Pelham Park Railroad Company and the City Island Railroad Company from September 30, 1911, to the date of the appointment of a Receiver, to wit, December 11, 1911. In this case no suit would be brought, but the claims duly proved filed with the Receiver.

2. Against the Receiver of the Companies from December 11, 1911, to May 27, 1913, on which last named date the Public Service Commission authorized the reorganization of the two Companies under the name of the Pelham Park and City Island Railway Company, Inc., and

3. Against the Pelham Park and City Island Railway Company, Inc., from May 27 to September 30, 1913.

Second—That the security deposit in the sum of $2,500, made by the City Island Railroad Company, and the similar deposit in like amount made by the Pelham Park Railroad Company with the Comptroller of the City, under the consents given in 1909 for a change of motive power, be declared forfeited to the City and that the Comptroller be authorized and requested to sell the securities deposited by these two companies and place the proceeds of such sale or so much as may be required to the credit of the Commissioner of Parks for the Borough of The Bronx and subject to his drafts, under the Comptroller's audit, for the expenses incurred in the operation of the stage line authorized by resolution of the Board adopted March 20, 1914, and the balance of such fund, if any, when such temporary operation ceases, be turned into the City Treasury.

Two resolutions carrying these recommendations into effect are herewith transmitted. Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Resolved, That the Corporation Counsel be and he hereby is directed to take the necessary steps for the recovery of the compensation due The City of New York under the Railroad Law for the period from September 30, 1911, to September 30, 1913, from the Pelham Park Railroad Company, the City Island Railroad Company, their Receiver, or the Pelham Park and City Island Railway Company, Inc.

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The following was offered:

Resolved, That the security deposit in the sum of $2,500 made by the Pelham Park Railroad Company with the Comptroller of The City of New York on August 4, 1909, and the security deposit of $2,500 made by the City Island Railroad Company with the Comptroller of the City on August 4, 1909, under and pursuant to the terms and conditions of two certain resolutions adopted by the Board of Estimate and Apportionment April 30, 1909, and approved by the Mayor May 4, 1909, consenting to a change of motive power by said Companies, be and they hereby are declared forfeited to The City of New York; and be it further

Resolved, That the Comptroller of The City of New York be and he hereby is authorized and requested to sell said securities and to place the proceeds of such sale to the credit of the Commissioner of Parks for the Borough of The Bronx, and subject to the drafts under the Comptroller's audit of said Park Commissioner for the expenses incurred in the operation of a stage line through Pelham Bay Park, as authorized by resolution of the Board of Estimate and Apportionment adopted March 20, 1914, and the balance of such fund, if any, when such temporary operation ceases, to be turned into the City Treasury.

A petition was received from the Company for the consent of the City as an abutting property owner on that portion of the railway constructed or to be constructed within the limits of Pelham Bay Park, pursuant to an order dated May 28, 1913, of the Public Service Commission for the First District, and for the approval of the construction of the railway from Marshalls Corner to City Island Station under existing franchises upon the route located, as heretofore directed by the Commissioner of Parks of the Borough of The Bronx, or in accordance with a plan submitted to the former President of the Borough of The Bronx.

James L. Quackenbush, Counsel, Interborough Rapid Transit Company, appeared on behalf of the Pelham Park and City Island Railway Company, Inc., and requested that the matter be referred to a Committee for consideration. H. S. Sayres also appeared requesting that the whole matter be referred to a committee of the Board. Victor W. Cutting appeared on behalf of Frederick J. Phillips, Receiver for the Company, with a like request.

The matter was then referred to the Committee on Transit.

Jay Street Connecting Railroad (Cal. No. 16).

In the matter of the application of the Jay Street Connecting Railroad for a franchise to construct, maintain and operate certain main line railroad tracks, branches and industrial connections within the district bounded by John, Main, Front, Water and Gold Streets, Borough of Brooklyn.

This petition was presented to the Board at the meeting of March 20, 1914, and was referred to the Bureau of Franchises.

The Secretary presented the following:

Bureau of Franchises, March 31, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of Board of Estimate and Apportionment:*

Sir—The Jay Street Connecting Railroad has, by a petition verified March 30, 1914, applied to the Board of Estimate and Apportionment for permission to construct, maintain and operate certain main line railroad tracks, branches and industrial connections within the district bounded by John, Main, Front, Water and Gold Streets, Borough of Brooklyn. This petition is in substitution for the one presented to the Board at its meeting of March 20th, and which was referred to this Bureau.

The first petition of the Company requested that the contract of June 29, 1911, granting a franchise for railroad tracks upon and across Jay, John, Pearl and Plymouth Streets, be amended by granting the new rights as extensions of the tracks constructed under the contract of 1911.

After the reference of the first petition to this Bureau, the matter was taken up with representatives of the Company and their attention was called to the fact that a report had been submitted on June 19, 1913, stating that all rights under the contract of June 29, 1911, had become automatically forfeited on November 1, 1912, by the failure of the Company to construct and place in operation, on or before that date, all of the tracks covered by the grant and that although no action had been taken by the Board as recommended in the report, the statements therein contained had never been controverted. (A copy of that report, dated June 14, 1913, is attached hereto.)

The Company and its attorneys were therefore advised that I should recommend to the Board that the petition in its present form would have to be denied; the old contract being in my opinion null and void, and hence could not be amended, and any grant made to the Company would have to be for new rights. In view of this the Company requested that no report be made until it could consider this matter, and subsequently the new petition dated March 30, was presented, which applies for all of the rights which it desires to exercise, including such of the rights granted by the former contract as are necessary to the new proposition.

Since the original grant was made the Company has acquired quite an extensive plot of ground along the water front immediately to the east of the Brooklyn Bridge and it now proposes to go into the terminal business on a much larger scale, running its tracks along the surface of the streets from Main Street east to the Navy Yard, and using John Street from Adams Street to the Navy Yard, Plymouth Street from Main Street to Gold Street and Water Street from the Manhattan Bridge to Gold Street with several spurs in Main Street, Washington Street, Adams Street and upon the property of The City of New York under the Manhattan Bridge. The general classification yard and proposed storage buildings of the Company will be on the property along the water front east of New Dock Street and north of Water Street. It will therefore be seen that the intention of the Company which, under the first contract of 1911, was only to meet the requirements of the Arbuckle Building in the block bounded by John, Jay, Plymouth and Pearl Streets and the industries immediately surrounding this block, has now developed to a large extent and will require much more careful consideration in order that this proposed development may be articulated with new development by the City under the terminal act to the west of the Brooklyn Bridge; all as heretofore proposed by the Dock Department and to which the City is now in part committed by the action of the Board of Estimate and Apportionment.

One most important feature, I believe, should be considered by the Port and Terminal Committee of the Board before this Bureau proceeds to draft a contract and that is whether or not these tracks are to be permitted at the present time at grade upon the streets as applied for. It is a serious question to my mind whether or not the laying of these tracks at grade and the subsequent interference with vehicular and trucking traffic by the operation over the same at grade by freight cars will not be so great as to practically destroy the efficiency of such a terminal.

Again, the terminal railway as proposed by the Dock Department was to be an elevated railway, and if this railway is to be a part at any time in the future of such terminal railway or is to be co-ordinated with it, then it seems that this question should be considered before action is taken. Under the Railroad Law tracks at grade are prohibited except when the Public Service Commission for the First District shall certify that it is impracticable to place them over or under the streets, in which it is proposed that they be laid, and it may therefore be claimed that the Board of Estimate and Apportionment has no jurisdiction in this matter. The Board, however, has the right to deny the petition if it does not believe that it is in the interest of the City and for any reason which it may see fit, and in consequence, I believe this is a subject which should properly go to the Port and Terminal Committee to advise the Board as to the course it should pursue. In order that the matter may not be delayed, I would recommend:

First—That the petition presented at the meeting of March 20, 1914, be filed.

Second—That the new petition be received by the Board, ordered advertised in two daily newspapers to be designated by the Mayor, and May 1 fixed as the date for a preliminary public hearing upon the petition, as required by law.

Third—That the petition and a copy of this report be referred to the Port and Terminal Committee to report, if possible, its findings prior to the public hearing.

All of which is respectfully submitted.

HARRY P. NICHOLS, Engineer, Chief of Bureau.

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Bureau of Franchises, June 14, 1913.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—By a contract, dated June 29, 1911, The Jay Street Connecting Railroad was authorized to construct, maintain and operate certain railroad tracks, in the Borough of Brooklyn, as follows:

(a) One track across the intersection of Jay and John Streets, with two spurs to the southerly side of John Street, connecting the freight terminal on the water-front with the freight house of Arbuckle Brothers, situated in the block bounded by John, Jay, Plymouth and Pearl Streets.

(b) One track across the intersection of John and Pearl Streets, connecting said freight house with the sugar refinery of Arbuckle Brothers.

(c) One track across Pearl Street, connecting said freight house with the main plant of the E. W. Bliss Company.

(d) One track across Plymouth Street, connecting said freight house with the Masury Paint Works.

(e) One track across the intersection of Plymouth and Jay Streets, connecting said freight house with the foundry of the E. W. Bliss Company.

The Jay Street Connecting Railroad was incorporated under the Railroad Law on October 9, 1909, for the purpose of building, constructing and operating a standard gauge railroad by steam power, by means of a dummy or locomotive engine of the switching type, such railroad to be used exclusively as a freight railroad for receiving and distributing all classes of freight from and to shippers in the Borough of Brooklyn.

The Railroad Company was organized by Arbuckle Brothers, the operators of the freight terminal bounded by the water-front, Jay and John Streets and a line parallel to and about 150 feet westerly from Gold Street, and the owners of a large sugar refinery on the north side of John Street and of the block on which is located the freight house above referred to. The Company obtained the endorsement of its project by the other large shippers affected, including the Bliss and Masury Companies, and made the plea in its petition to the Board that it was

> "desirous of establishing and maintaining large freight stations in the Borough of Brooklyn, City of New York, where all classes of freight may be shipped and received by the public over trunk line railroads traversing the United States now coming into a terminal establishment at the foot of Jay Street on the East River water-front."

It was further stated in the petition that the tracks, freight stations and terminals would greatly facilitate the convenience of this manufacturing centre and relieve much of the congestion due to the heavy growth in industries and consequent increase in the volume of shipping.

The contract of June 29, 1911, provides that construction of the tracks should be commenced within six months from the date upon which the consents of property owners were filed with the Board, and that such construction should be completed and the railroad placed in full operation within nine months from the date of filing such consents. The consents of the owners of more than fifty per cent. in value of the property bounded on the streets and avenues affected were filed with the Board August 4, 1911. These consents included those of both the E. W. Bliss Company and the Masury Paint Works. As such consents should have been filed on July 29, 1911, the times for commencement and completion of the railroad were computed from August 1, 1911, and fixed at February 1 and May 1, 1912, respectively. By resolution adopted by the Board and approved by the Mayor April 25, 1912, the time for the completion of the railroad was extended six months, to November 1, 1912.

The contract provides that in the event of the railroad not being completed and placed in full operation by the specified time, the right granted shall cease and determine, and all sums paid to or deposited with the Comptroller of the City under its provisions shall become forfeited to the City.

Examinations of the streets in which the tracks were authorized to be laid have been made by a representative of this Bureau on November 1, 6 and 20, 1912, January 28 and May 26, 1913. As the result of such examinations it was found that the track described above as "A" has been constructed and placed in operation prior to May 1, 1912, the date fixed by the contract; that the track described as "B" had not been constructed on any of said dates; that the track described as "C" was constructed between the curb lines of the street between November 1 and 6, 1912, but has not yet been placed in operation, and that the tracks described as "D" and "E" had been constructed between the curb lines of the streets on November 1, 1912, but have not yet been put in operation.

During September, 1912, this Bureau was informed by a representative of John W. Masury & Son that the track ("D") across Plymouth Street, leading into their paint works, had not been constructed and that the Company had been unable to secure the services contemplated by the contract. Upon receipt of this information, communications were addressed to the President of The Jay Street Connecting Railroad and to the attorneys for the Company, calling attention to the complaint and to the fact that the time for compliance with the terms and conditions of the contract, as amended by the resolution of the Board regarding the completion of the railroad, would expire November 1, 1912. In these communications this Bureau asked to be informed as to the reason for the delay in the construction of the several tracks and whether or not it was prepared to construct such tracks before the expiration of the extension of time on November 1, 1912. The attention of both the President of the Company and the attorneys for the Company was invited to the fact that *the franchise contract provides that if the railroad is not constructed and placed in full operation within the fixed time, the rights granted cease and determine.* In a communication under date of September 24, 1912, the attorneys stated that after consultation with their clients they would call and take the matter up. Subsequently one of the attorneys did call and said it was his understanding that the tracks were to be completed and service furnished as contemplated by the contract.

It would seem from the foregoing that, although not required, ample notice had been given the Company regarding the completion of construction.

In January, 1913, the E. W. Bliss Company (to which service should have been rendered over two of the tracks) complained to the Public Service Commission for the First District that The Jay Street Connecting Railroad was not furnishing it with such service as had been agreed upon between the two companies. Hearings upon the complaint were held by the Commission and by an order made May 13, 1913, The Jay Street Connecting Railroad was directed to proceed to exercise its entire franchise and complete the work of constructing the tracks and commence the operation of cars thereon on or before June 15, 1913, and provide adequate service to the E. W. Bliss Company and to the public. The order further provided that on or before May 20, 1913, the Company notify the Commission whether the terms of said order would be accepted and obeyed. It is to be noted that this action was taken by the Commission notwithstanding the fact that the franchise had lapsed about six months previously.

By a petition dated May 16, 1913, the Company applied for a rehearing in the matter, and, by an order made May 20, 1913, such application was denied.

It appears from a reading of the testimony taken before the Public Service Commission

First—That on December 16, 1910, a contract was made and entered into by Arbuckle Brothers and the Jay Street Connecting Railroad, under which the latter was granted the right to construct and operate its railroad upon and through the block on which is located the freight house of the former.

Second—That the Railroad Company constructed and put in operation those tracks which would serve Arbuckle Brothers, but have failed and neglected to complete the construction of the tracks which would furnish service to the E. W. Bliss Company or the Masury Paint Works, although both of these concerns gave their consents as property owners to the construction and operation of the tracks authorized by the contract.

Third—That after the execution of the above mentioned contract of December, 1910, Arbuckle Brothers constructed a building of concrete, supported by steel columns,

covering the entire block, bounded by John, Jay, Pearl and Plymouth Streets, and made no openings, and no provisions for openings in the street walls, thereof, through which the tracks to the Bliss Company's properties might be constructed and operated.

Fourth—That at the point where the track crossing Jay Street to the Bliss Company's foundry should emerge from the freight house, there is located a steel column of the Arbuckle Building, and at the point in Pearl Street where the track leading to the main plant of the Bliss Company should leave the freight house, there has been constructed a large freight elevator.

Fifth—That negotiations have been had between the Railroad Company and the Bliss Company regarding a change in the location of the track across Pearl Street, so as not to intefere with the elevator.

The situation seems to be clearly defined in the following quotation from the opinion of the Commissioner before whom the Public Service Commission hearings were held:

"On the first hearing, the Railroad Company claimed that it was anxious to do business with the Bliss Company, but could not do so 'because of the physical difficulties in the way.' On later hearings, however, it became apparent that the Railroad Company did not desire to handle the business of the Bliss Company, but desired to handle only the business of Arbuckle Brothers, which is the only business it is handling now. In other words, Arbuckle Brothers, who own the railroad, desire to operate a railroad for the purpose of handling only their own business. They do not want to serve anyone else. Apparently, they have not intended from the beginning to serve anyone else. If they had intended to serve anyone else they would not have constructed their building in the manner in which they did construct it with no provision for the completion of the road or service to others."

From the foregoing it would appear that although the Company received ample notice of the date on which the entire railroad authorized by the contract of June 29, 1911, should be completed, and placed in full operation, it has failed to comply with the terms and provisions of such contract, and, in consequence, the right conferred thereby have ceased and determined and become null and void.

It is therefore recommended:

First—That the Company be notified to forthwith cease operation of its railroad within the limits of the streets and avenues within the City and to remove its tracks and appurtenances from said streets and avenues and restore the pavement thereof to its original condition, on or before July 1, 1913.

Second—That in the event of the Company failing or neglecting to comply with this order of the Board, the President of the Borough of Brooklyn be authorized to remove said tracks and to restore the pavement of the streets, at the expense of the Company.

A resolution to this effect is herewith transmitted.

It is also recommended that the Secretary of this Board be directed to forward a copy of this report and the accompanying resolutions to the Public Service Commission for the First District. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

Before the Board of Estimate and Apportionment of The City of New York.

In the matter of the application of The Jay Street Connecting Railroad for the consent of The City of New York to the construction and operation of its railroad in certain streets and highways in the Borough of Brooklyn, City of New York.

To the Board of Estimate and Apportionment of The City of New York:

The petition of The Jay Street Connecting Railroad respectfully shows:

I. Your petitioner is a corporation duly organized under and by virtue of the laws of the State of New York as a railroad for the transportation and carriage of freight for the general public, with its office and principal place of business at the foot of Jay Street, in the Borough of Brooklyn, City of New York. The certificate of incorporation of your petitioner was filed in the office of the Secretary of State, at Albany, October 9, 1909, and a certificate for an extension and the branches hereinafter set forth was filed in the office of the County Clerk of Kings County on the day of March, 1913.

II. Your petitioner received from the Public Service Commission, First District, a Certificate of Convenience and Necessity on December 20, 1910, for the original route, and the consent of the local authorities of The City of New York in and by a contract authorized by the Board of Estimate and Apportionment of The City of New York, June 8, 1911, and signed and delivered June 29, 1911. The railroad tracks thereby authorized are therein described as follows:

"A. One track beginning at a point on the easterly side line of Jay Street about fifty-eight (58) feet northerly from the northerly side line of John Street; thence southeasterly for a distance of about one hundred and thirty (130) feet to a point on the southerly side line of John Street situated about twenty (20) feet eight (8) inches westerly from the westerly side line of Jay Street.

"Also two spurs or turnouts from said Track A, as follows:

"(1) One spur or turnout beginning at a point in Track A situated about seventy (70) feet from the southerly side line of John Street measured along the center line of Track A; thence southwesterly on a curve whose radius is one hundred and fifty (150) feet for a distance of fifty-three (53) feet to a point in John Street; thence continuing in a straight line a distance of about thirty-nine (39) feet to a point in the southerly side line of John Street, which point is about fifty (50) feet six (6) inches from the westerly side line of Jay Street.

"(2) One spur or turnout beginning at a point in the center line of Track A situated about fifty-five (55) feet from the southerly side line of John Street, measured along the center line of Track A; thence southwesterly on a curve whose radius is one hundred and fifty (150) feet for a distance of fifty-five (55) feet to a point on the southerly side line of John Street situated about ten (10) feet six (6) inches from the westerly side line of Jay Street.

"B. One track beginning at a point on the easterly side line of Pearl Street situated about eight (8) feet southerly from the southerly side line of John Street; thence northwesterly on a curve whose radius is about two hundred (200) feet for a distance of about sixty-five (65) feet to a point on the northerly side line of John Street.

"C. One track beginning at a point in the easterly side line of Pearl Street situated about ninety (90) feet southerly from the southerly side line of John Street; thence on a curve whose radius is about two hundred (200) feet for a distance of about fifty-two (52) feet to a point on the westerly side line of Pearl Street.

"D. One track beginning at a point on the northerly side line of Plymouth Street situated about twenty (20) feet westerly from the westerly side line of Jay Street; thence southeasterly at right angles to the center line of Plymouth Street for a distance of about forty (40) feet to the southerly side line of Plymouth Street.

"E. One track beginning at a point on the northerly side line of Plymouth Street situated about ten (10) feet west from the westerly side line of Jay Street; thence southwesterly crossing Plymouth and Jay Streets for a distance of about one hundred and fifty-five (155) feet to a point on the easterly side line of Jay Street, situated about ninety-five (95) feet southerly from the southerly side line of Plymouth Street."

Your petitioner has constructed and is operating the track and spurs or turnouts described in paragraph "A" and has not completed or operated the tracks described in paragraphs "B," "C," "D" and "E."

Your petitioner further shows that it is desirous of extending its railroad over and along John Street, Adams Street and Plymouth Street to the wharf of the Jay Street Terminal on the East River water-front between Main Street and New Dock Street, with branches on Main Street, Plymouth Street, Adams Street, Water Street and Washington Street.

The extension and branches will make possible switch and side track connection with your petitioners railroad by the Robert Gair Company, E. W. Bliss Company, Grand Union Tea Company, Kirkman and Son, and John W. Masury & Son, and other industries. The extension, branches and proposed switch and sidetrack connections are shown on the diagram hereunto annexed.

The construction of this extension with its branches, will enable the great industries in the second ward of the Borough of Brooklyn to connect with your petitioner's railroad and through it with the Jay Street Terminal and enable these great industries and others, to be afterwards connected, to ship and receive freight by all of the trunk line railroads terminating at the Harbor of New York.

The Jay Street Terminal has purchased an extensive water-front in the Borough of Brooklyn bounded on the North by the East River, on the East by Main Street, on the South by Water Street and on the West by New Dock Street, and proposes to devote a great part thereof to terminal tracks and a float bridge. The existing yard of the Jay Street Terminal at the foot of Bridge Street, in the Borough of Brooklyn, has reached the limit of efficient operation.

Your petitioner believes that the increased railroad facilities afforded by the new Jay Street Terminal yard and the proposed extension of your petitioner's railroad will lead to a large development of manufacturing industries in the locality.

Your petitioner, therefore, asks for the right and privilege to construct, maintain and operate railroad tracks for the purpose of conveying goods, wares and merchandise only in the Borough of Brooklyn, City of New York, as follows:

Main Track.

A. One track beginning at a point on the easterly side line of Jay Street about fifty-eight (58) feet northerly from the northerly side line of John Street; thence southwesterly for a distance of about one hundred and thirty (130) feet to a point on the southerly side line of John Street situated about twenty (20) feet eight (8) inches westerly from the westerly side line of Jay Street.

Also two spurs or turnouts from said Track A, as follows:

(1) One spur or turnout beginning at a point in Track A situated about seventy (70) feet from the southerly side line of John Street, measured along the center line of Track A; thence southwesterly on a curve whose radius is one hundred and fifty (150) feet for a distance of fifty-three (53) feet to a point in John Street; thence continuing in a straight line distance of about thirty-nine (39) feet to a point in the southerly side line of John Street, which point is about fifty (50) feet six (6) inches from the westerly side line of Jay Street.

(2) One spur or turnout beginning at a point in the center line of Track A situated about fifty-five (55) feet from the southerly side line of John Street, measured along the center line of Track A; thence southwesterly on a curve whose radius is one hundred and fifty (150) feet for a distance of fifty-five (55) feet to a point on the southerly side line of John Street situated about ten (10) feet six (6) inches from the westerly side line of Jay Street.

B. Beginning at or near the intersection of John and Jay Streets and there connecting with the above described route of your petitioner and running thence over single track along John Street to the westerly side of Adams Street and thence southwesterly across the property of The City of New York and into Plymouth Street West from Adams Street and thence along Plymouth Street to and across Main Street and to the private property and the yard of Jay Street Terminal.

Plymouth Street Branch.

C. Connecting with the track hereinbefore described on Plymouth Street between Washington and Adams Streets; running thence easterly along Plymouth Street to the westerly side of Gold Street.

Water Street Branch.

D. Connecting with the track last above described between Adams and Washington Streets; running thence southeasterly across the property of The City of New York to Water Street, at or near its intersection with Pearl Street; and running thence easterly along Water Street to the westerly side of Gold Street.

John Street Branch.

E. Connecting with the track described in paragraph B at or near the intersection of John and Jay Streets and running thence easterly along John Street to the United States Navy Yard.

And your petitioner further asks that the following proposed private switch connections be authorized:

1. Leaving the main track above described on Plymouth Street east of the corner of Main Street and running thence southerly along Main Street and across Water Street and into the property of Robert Gair Company.

2. Leaving the main track above described on property of The City of New York, North of Plymouth Street; thence to and across Adams Street and into the property of E. W. Bliss Company.

3. Leaving the Water Street Branch on property of The City of New York, about in the center of Adams Street; thence Southeasterly across Adams Street and into the property of E. W. Bliss Company.

4. Leaving the Plymouth Street Branch West of Jay Street; running thence Southeasterly across Jay Street and into the property of E. W. Bliss Company.

5. Leaving the Plymouth Street Branch West of Pearl Street; thence running across Pearl Street and into the property of John W. Masury & Son.

6. Leaving the Water Street Branch on Water Street West of Pearl Street; running thence Southeasterly across the property of The City of New York and across Pearl Street and into the property of the Grand Union Tea Company.

7. Leaving the Water Street Branch on Water Street West of Bridge Street; thence across Water Street and into the property of Kirkman & Son.

8. Leaving the Water Street Branch on Water Street West of Bridge Street; thence across Bridge Street and into the property of Kirkman & Son north of Water Street.

9. Leaving the Water Street Branch on Water Street West of Bridge Street; thence across Bridge Street and into the property of Kirkman & Son south of Water Street.

10. Leaving the main line on Plymouth Street East of Washington Street; running thence across Plymouth Street and along Washington Street to the Northerly line of Water Street.

11. Leaving the main line on Plymouth Street West of Adams Street; running thence across the property of the City of New York to and along Adams street to the northerly line of Front Street.

12. Leaving the main line on John Street East of Pearl Street; thence northerly into the property of Arbuckle Brothers opposite Pearl Street.

13. Such other private switch connections as may be agreed upon from time to time with owners of private property abutting the railroad.

Your petitioner desires that the contract between it and the City of New York hereinbefore referred to shall be modified by omitting therefrom the tracks described in the said contract and in the foregoing quotation therefrom in paragraphs "B," "C," "D" and "E."

Paragraph "B" describes the crossing over John Street into the sugar refinery of Arbuckle Brothers which has not been constructed, is not desired by Arbuckle Brothers, is practically impossible of connection with other tracks and would obstruct the extension herein asked for.

The tracks described in paragraphs "C" and "E" are the subject of litigation between your petitioner and E. W. Bliss Company. On December 7, 1912, E. W. Bliss Company filed a complaint with the Public Service Commission, for the First District, stating that it owned the building on the westerly side of Pearl Street between John and Plymouth Streets and on the easterly side of Jay Street between Plymouth and Water Streets "intended to be served by the said railroad; that the railroad has not been constructed or operated and that the Company refuses to give service." The complaint asked the Public Service Commission "to make such order in the premises as may be just and proper to compel the Jay Street Connecting Railroad to furnish the service intended under and by the said franchise."

Your petitioner answered the petition and testimony was taken and on May 13, 1913, the Public Service Commission made its order, as follows:

"(1) That said The Jay Street Connecting Railroad be and it hereby is directed and required to proceed to exercise said entire franchise by extending and constructing said branches of said railroad and operating cars thereon to said westerly terminus and to said southerly terminus of said road over the route and in the manner described in its franchise.

"(2) That said construction work be completed and the operation of cars thereon be commenced on or before the 15th day of June, 1913, and that adequate service thereon to the complainant and to the public be provided within that time and continued thereafter.

"(3) That this order shall take effect immediately and shall continue in force until changed or abrogated by further order of the Commission.

"(4) That on or before the 20th day of May, 1913, said company notify the Commission whether the terms of this order are accepted and will be obeyed."

Thereafter, on May 29, 1913, a writ of *certiorari* issued out of and under the seal of the Supreme Court of the State of New York, on the petition of your petitioner to review the order of the Public Service Commission. The Appellate Division of the Supreme Court, First Department, on Friday, March 13, 1914, handed down its decision dismissing the writ and affirming the order of the Public Service Commission. Your petitioner refers to the testimony and exhibits in the printed Case on Appeal as if the same was hereunto annexed.

Your petitioner is informed and believes that the three proposed connections with the E. W. Bliss Company, shown on the map or diagram hereunto annexed, were selected by that Company and will better serve its convenience than tracks "C" and "E." The tracks described in paragraphs "D" and "E" will obstruct the track along Plymouth Street shown upon the diagram hereunto annexed by which latter tracks better connections with the properties of the E. W. Bliss Company and the Masury Company are projected.

Wherefore your petitioner prays:

First—That the Board of Estimate and Apportionment of the City of New York will grant the consent of the Municipal authorities to your petitioner to construct and maintain the main line extension, branches and connections of and to your petitioner's railroad hereinbefore described and to operate the same by the power allowed by the Railroad Law of the State of New York; and

Second—That the contract between your petitioner and the City of New York, dated June 8, 1911, and executed June 29, 1911, be amended by omitting therefrom the tracks described in paragraphs "B," "C," "D" and "E."

And your petitioner will ever pray.

THE JAY STREET CONNECTING RAILROAD, by WILLIAM A. JAMISON.

State of New York, County of Kings, ss.:

William A. Jamison being duly sworn, says: That he is the President of The Jay Street Connecting Railroad, the petitioner herein; that he has read the foregoing petition and knows the contents thereof and that the same is true of his own knowledge, except as to the matters, therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is not made by the petitioner is that it is a corporation that the deponent is the President thereof, and makes the same from his personal knowledge and supervision of the affairs and business of said corporation. WILLIAM A. JAMISON.

Sworn to before me this 30th day of March, 1914. WM. L. HAMMEN, Notary Public, Kings County, N. Y. Certificate filed in New York County (No. 55), New York Co. Register's No. 5190.

Edward T. Horwill, counsel for E. W. Bliss Co., appeared on behalf of said Company. The petition presented March 20, 1914, was then ordered filed and the amended petition was referred to the Committee on Port and Terminal Facilities.

J. B. Malatesta (Cal. No. 17).

In the matter of the consent granted J. B. Malatesta to construct, maintain and use a narrow gauge railroad track at grade across Bear Swamp Road at a point near its intersection with Barnes Avenue, Borough of The Bronx, for the purpose of conveying material across said road in order to fill in Barnes Avenue and Muliner Avenue, between Bear Swamp Road and Morris Park Avenue under contract with the City.

This consent was granted by resolution adopted by this Board March 6, 1914, approved by the Mayor March 11, 1914.

The Secretary presented the following:

Bureau of Franchises, March 23, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment March 6, 1914, approved by the Mayor March 11, 1914, J. B. Malatesta was granted permission to construct, maintain and use a narrow gauge railroad track at grade across Bear Swamp Road at a point near its intersection with Barnes Avenue, Borough of The Bronx, for the purpose of conveying material across said road in order to fill in Barnes Avenue and Muliner Avenue between Bear Swamp Road and Morris Park Avenue under contract with the City.

Section 17 of said consent provides as follows:

"17. This consent shall be null and void unless said grantee shall duly execute an instrument in writing wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

"And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized."

Under and pursuant to the above quoted section the grantee presented an agreement dated March 17, 1914.

This agreement has been approved by the Corporation Counsel and is on file in this office.

Certified copies of the approved resolution have been forwarded to the grantee and to the officials interested.

It is recommended that the papers be filed.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

Which was ordered filed.

Hillside Transportation Company, Inc. (Cal. No. 18).

An application was received from the Hillside Transportation Company, Inc., to maintain and operate stage or omnibus lines upon four routes in the Borough of Queens, three of which have termini in the central portion of the Village of Jamaica; one route extending along various streets and Hillside Avenue to the Long Island Railroad Station at Hollis; another along Flushing and Jamaica Avenues to Broadway in the Village of Flushing, another along the Merrick Road through the Village of Springfield to the easterly boundary line of the City; the fourth connects with the Morris Avenue Station of the Atlantic Avenue Division of the Long Island Railroad and with the Kew Station of the main line division of the Long Island Railroad.

The Secretary presented the following:

Hillside Transportation Co., Inc., Jamaica, New York.

To the Board of Estimate and Apportionment of the City of New York:

To further explain the application for a franchise this day made to your Honorable Board, for the right to maintain and operate stage or omnibus lines in the Borough of Queens, we would say:

The Hillside Transportation Company, Inc., was organized and is wholly controlled by property owners of the Borough of Queens, conversant with the transportation needs of that Borough. It aims to provide such facilities by means of Motor-Bus lines to connect the various existing transportation lines and particular attention is paid to crosstown facilities where existing parallel lines of transportation provide no connection between them and the many growing home centers which are situated at considerable distance from any lines of transportation. It is intended to extend such facilities without attempting to compete with existing rail systems. The routes now applied for admit of extensions and additional routes as fast as the demand shall warrant. We desire the favorable consideration and co-operation of this Honorable Board, believing that our plans will necessarily add greatly to the prosperity and wealth of the City.

Our capitalization, under Chapter 142 of the Laws of 1854, must be at least $1,000 for each mile of routes operated. Our plans contemplate ultimately covering fifty miles of routes, of which those now applied for are approximately fifteen miles. Ample capital will be provided as fast as it is practicable to apply for and open additional routes. The plans contemplate a ten cent fare at present from terminal to terminal, with coupons giving five cent fares for shorter distances, the idea being to furnish transportation at the lowest rates that shall prove practicable in actual operation. We expect to grant commutation and school transportation at special rates, our routes being planned to connect home centers with schools so far as possible. To this end we ask that no unnecessary burden of taxation or franchise fees be placed upon the franchises granted. It will add greatly to the taxable value of a great section, thus directly to the income of the City. We do not wish to evade our proper share, but do ask that we be not handicapped at the outset.

The Articles of Association under Chapter 143, Laws of 1854, were duly filed with the Clerk of New York County as provided by said Chapter on the 19th day of January, 1914. Capital, $10,000. A certified copy of said Articles of Association was duly filed with the State Treasurer and organization tax was paid on the 27th day of January, 1914, receipt for which was filed with the original articles in the office of the Clerk of New York County. Maps of the proposed routes Numbers 1, 2 and 3 were filed with the State Treasurer with the original articles and a certified copy of the said articles was filed with copies of said maps, in the office of the Clerk of the County of Queens on the 16th day of February, 1914—the said maps of said routes covering 9.892 miles.

Thereafter, at a duly called meeting of all the stockholders it was unanimously voted to increase the capital stock to $50,000 and to apply for additional routes as found desirable. Certificate of such increase of capital stock, together with the receipts of the State Treasurer, was duly filed in the office of the Secretary of State at Albany on the 18th day of March, 1914, and duplicate originals of the same were duly filed in the office of the Clerk of New York County on the 19th day of March, 1914, also duplicate originals of the same were duly filed in the office of the Clerk of Queens County on the 25th day of March, 1914, together with a map of proposed route number 4, copies of all of which papers and maps are submitted to your Honorable Board.

The best type of Auto-Busses to be employed has not yet been determined, but all details of routes, equipment and operation will be freely discussed with the Franchise Bureau, or other Committee to which your Honorable Board may refer this application. Respectfully submitted,

HENRY B. SALISBURY, Vice President and Counsel.

The petition and communication were referred to the Bureau of Franchises.

People's Five Cent Bus Corporation (Cal. No. 19).

A communication was received from the Counsel to the People's Five Cent Bus Corporation requesting early action on its pending application for a franchise to operate stage coaches or omnibuses upon various streets in the Borough of Manhattan.

A communication was received from the Secretary, Central Federated Union of Greater New York and vicinity in favor of the application of this company for a franchise.

At the conclusion of the hearing on November 13, 1913, this matter was referred to the Franchise Committee.

The communications were referred to the Bureau of Franchises.

Mason and Hanger Company (Cal. No. 20).

In the matter of the application of Mason and Hanger Company for a rescission of consent to construct, maintain and use a bridge over and across Reservoir avenue, Borough of The Bronx, for the purpose of conveying material excavated from Shaft 4 of the City water tunnel of the Catskill Aqueduct located in Reservoir avenue to private property leased by the Company.

This application was presented to the Board at the meeting of October 30, 1913, and was referred to the Bureau of Franchises.

The Secretary presented the following:

Mason & Hanger Co., Contract 63, Catskill Aqueduct, New York City, October 15, 1913.

HARRY P. NICHOLS, Esq., *Honorable Board of Estimate and Apportionment,* 277 Broadway, New York City, N. Y.:

Gentlemen—Referring to the grant adopted by you on February 29, 1912, approved by the Mayor, March 1, 1912, permitting the Mason & Hanger Company to erect, maintain and use a bridge over and across Reservoir Avenue, Borough of The Bronx, we respectfully beg to inform you that the use of this bridge was discontinued on August 4, 1913, and the bridge removed on that date.

The annual charge of one hundred dollars ($100) has been paid up to November 1, 1913, and we respectfully ask that a refund be made us of the proportionate part of the annual charge covering the period from August 4 last to November 1, 1913, and that the security deposited with the Comptroller of The City of New York be released. Respectfully yours,

MASON & HANGER COMPANY, EDGAR A. GROVES, Engineer.

Bureau of Franchises, March 24, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment February 29, 1912, and approved by the Mayor March 1, 1912, consent was granted to Mason and Hanger Company to erect, maintain and use a bridge over and across Reservoir Avenue, Borough of The Bronx, for the purpose of conveying material excavated from shaft 4 of contract No. 63 of the City water tunnel of the Catskill Aqueduct located in Reservoir Avenue, to private property leased by the Company opposite the shaft.

Mason and Hanger Company presented a petition dated October 15, 1913, to the Board, reciting that the annual charge of One hundred dollars for the privilege was paid up to November 1, 1913, and the bridge was removed on August 4, 1913, and requesting a refund of the proportionate part of the annual charge covering the period from August 4 to November 1, 1913, and the return of the security deposit of Five hundred dollars deposited with the Comptroller, pursuant to the terms and conditions of the consent.

At the meeting of the Board held October 30, 1913, the petition was referred to the Bureau of Franchises for investigation and report.

A communication was addressed to the President of the Borough of The Bronx, advising of the petition and requesting that an examination be made with a view to certifying to the Board that the bridge was properly removed and the street restored to its original condition.

In a reply dated November 3, 1913, the Borough President informed me that examination showed the bridge was removed and the street restored to its original condition so far as it had been disturbed by the erection of the bridge, but that broken stone and screenings conveyed over the bridge have encroached to a very considerable extent upon the street, and the Company has neglected to comply with a request to remove such encroachment. The Company was at once advised of this condition of affairs, and requested to cause the stone and screenings to be removed. No immediate action to that end appears to have been taken, and under date of March 17, 1914, the Borough President has informed me that the Company was granted a permit to store in the street the material brought over by means of the bridge.

The communication adds, however, that while conditions at the site of the bridge are satisfactory, the street cannot be restored to its original condition, as required by the consent, until the material piled in the street has been removed, and it is therefore recommended that the petition be denied for the present.

In view of such recommendation, I would suggest that as the bridge has already been removed, the consent be revoked and the Comptroller be authorized to refund to the Company the sum of Twenty-four dollars, as the proportional part of the annual charge for the unused period from August 4, 1913, the date of removal of the bridge, to November 1, but that the Five hundred dollars security deposit be retained by the Comptroller until such time as the Borough President may certify to the Board that the street has been restored to its original condition, when a further report will be presented recommending the return of the security.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, By resolution adopted by the Board of Estimate and Apportionment February 29, 1912, and approved by the Mayor March 1, 1912, consent was granted to Mason and Hanger Company to erect, maintain and use a bridge over and across Reservoir Avenue at a point about twelve hundred feet north of Kingsbridge Road, Borough of The Bronx; and

Whereas, The said Company accepted the said consent, erected the bridge, deposited security in the sum of five hundred dollars with the Comptroller and paid into the City Treasury to November 1, 1913, compensation for the privilege at the rate of one hundred dollars per annum; and

Whereas, The said Mason and Hanger Company presented a petition dated October 15, 1913, to the Board of Estimate and Apportionment reciting that the bridge was removed on August 4, 1913, and requesting a proper refund of the compensation paid in advance for the privilege and the return of the security deposit; and

Whereas, The President of the Borough of The Bronx has stated that certain material has been placed upon Reservoir Avenue by the said Company, and until such material has been removed the street cannot be restored to its original condition, all as more fully recited in a report from the Engineer, Chief of the Bureau of Franchises, presented to this Board at the meeting held this day; now, therefore, be it

Resolved, That the resolution adopted by this Board on February 29, 1912, and approved by the Mayor March 1, 1912, granting consent to Mason and Hanger Company to erect, maintain and use a bridge across Reservoir Avenue, be and it hereby is rescinded; and be it further

Resolved, That the Comptroller be and he hereby is requested to refund to Mason and Hanger Company the sum of twenty-four dollars, such sum being the

proportionate part of the annual charge of one hundred dollars covering the period from August 4, 1913, the date of the removal of the bridge, to October 31, 1913; and be it further

Resolved, That the said security deposit of five hundred dollars shall be retained by the Comptroller until such time as the Board may direct its return to Mason and Hanger Company.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Figge and Hutwelker Company (Cal. No. 21).

In the matter of the consent granted to Figge and Hutwelker Company to continue to maintain and use an existing pipe under and along the northerly sidewalk of West 40th Street from premises 631-635 West 40th Street to the Hudson River, Borough of Manhattan, for the purpose of obtaining salt water.

This consent was granted by resolution adopted by this Board February 20, 1914, approved by the Mayor March 12, 1914.

The Secretary presented the following:

Bureau of Franchises, March 24, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment February 20, 1914, approved by the Mayor March 12, 1914, the Figge and Hutwelker Company was granted permission to continue to maintain and use an existing pipe under and along the northerly sidewalk of West 40th Street from premises 631-635 West 40th Street to the Hudson River, Borough of Manhattan, for the purpose of obtaining salt water.

Section 14 of the consent provides as follows:

"14. This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

"And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized."

Under and pursuant to the above quoted section the grantee presented an agreement dated March 18, 1914. This agreement was approved as to form by the Corporation Counsel and is on file in this office.

Certified copies of the approved resolution have been forwarded to the grantee and to the officials interested.

It is recommended that the papers be filed.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

Which was ordered filed.

Central Union Gas Company; Northern Union Gas Company; Westchester Lighting Company (Cal. No. 22).

A joint communication was received from the Central Union Gas Company, Northern Union Gas Company and the Westchester Lighting Company acknowledging receipt of resolutions adopted by this Board March 6, 1914, authorizing said companies to construct such gas mains as may be necessary for the purpose of connecting their existing gas mains with applicants for service under stipulations to be approved by the Corporation Counsel and stating the conditions imposed are deemed unreasonable and explaining the inability of the officers of the Company to accede to same.

Which was referred to the Bureau of Franchises and to the Corporation Counsel to confer with the attorneys of the gas companies to agree, if possible, upon a form of permit and stipulation acceptable both to the City and the companies.

Long Island Railroad Company (Cal. No. 23).

An application was received from the Long Island Railroad Company for permission to construct, maintain and operate a side track over and across Borden Avenue connecting the railroad with the premises of Henry Lockhart, Jr., on Orton Street, between Borden Avenue and Hunters Point Avenue, Long Island City, Borough of Queens.

Which was referred to the Bureau of Franchises.

Westchester Lighting Company (Cal. No. 24).

A communication was received from the Engineer, Electrical Department of the Westchester Lighting Company acknowledging receipt of a certified copy of resolution adopted by this Board March 20, 1914, authorizing the President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity to issue temporary permits for the installation of electric service in that portion of the Borough of The Bronx, known as City Island, under stipulations to be approved by the Corporation Counsel as to form and substance until a determination as to the authority of the Company to conduct electrical operations in the Borough of The Bronx.

Which was ordered filed.

Pelham Park and City Island Railway Company, Inc. (Cal. No. 25).

A communication was received from the Public Service Commission for the First District transmitting certified copy of an order adopted by the Commission granting the Pelham Park and City Island Railway Company, Inc., an extension of time until April 14, 1914, to complete and place in operation its railroad and fixing April 7, 1914, as the date for hearing to determine whether it will be reasonable and proper further to extend the time within which said Company shall complete its railroad.

The communication was ordered filed and the Engineer, Bureau of Franchises, was directed to attend the hearing before the Public Service Commission on April 7, 1914.

FINANCIAL MATTERS.

Department of Docks and Ferries—Acquisition of Property Between Rector and Carlisle Streets, North River, Borough of Manhattan (Cal. No. 1).

(On March 6, 1914, the Board adopted a resolution fixing a public hearing for this day, in the matter of the acquisition of this property. The communication from Commissioner of Docks requesting the institution of condemnation proceedings is printed in the minutes of said meeting.)

The Chair announced a public hearing on the application of the Commissioner of Docks, requesting the Board to authorize the institution of condemnation proceedings for the acquisition of wharf properties lying between a point about 20 feet south of the foot of Rector street and a point about 41 feet northerly of the foot of Carlisle street, Borough of Manhattan.

Affidavit of publication of notice of hearing is on file.

Mr. William Greenough, representing the Lehigh Valley Railroad Company, appeared in favor of said proposition.

No one else desiring to be heard, the Chair declared the hearing closed.

The Secretary presented a communication from the Secretary of Commissioners of the Sinking Fund, transmitting certified copy of resolution adopted April 1, 1914, consenting to the institution of condemnation proceedings for the acquisition of the above described property.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby authorizes and assents to the institution of condemnation proceedings for the acquisition of wharf properties lying between a point about 20 feet south of the foot of Rector street and a point about 41 feet northerly of the foot of Carlisle street, North River, Borough of Manhattan, bounded and described as follows:

Technical Description of Wharf Properties to be Acquired by The City of New York Lying Between a Point About 20 Feet South of the Foot of Rector Street and a Point About 41 Feet Northerly of the Foot of Carlisle Street, North River, Borough of Manhattan.

All the wharfage rights, terms, easements, emoluments and privileges, not now owned by The City of New York and appurtenant to the following described piers and bulkheads situated on the North River, Borough of Manhattan, City of New York, viz.:

Parcel "A."

The bulkhead, dock or wharf property, lying between Pier Old No. 11, North River, and the southerly line of property now owned by The City of New York, northerly of the foot of Carlisle street, described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street, at its intersection with the southerly line of property now owned by The City of New York, said point being further described as being where said bulkhead would be intersected by a line drawn at right angles to the easterly line of West street at a point in said easterly line of West street distant fifty-eight and twenty-five one-hundredths (58.25) feet northerly along the easterly line of West street from its intersection with the northerly line of Carlisle street, and running thence southerly and along said bulkhead in the vicinity of the westerly line of West street a distance of forty-one and thirty-six one-hundredths (41.36) feet to its intersection with the northerly side of Pier Old No. 11, or Carlisle Street Pier, as said pier existed before widening.

Parcel "B."

The bulkhead, dock or wharf property lying between Pier Old No. 10 and Pier Old No. 11, North River, described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street, where said bulkhead would be intersected by a line drawn at right angles to the easterly line of West street at the intersection of the easterly line of West street with the southerly line of Carlisle street, and running thence southerly and along said bulkhead in the vicinity of the westerly line of West street a distance of ninety-two and fifty-three one-hundredths (92.53) feet to its intersection with the northerly side of Pier Old No. 10.

Parcel "C."

The bulkhead, dock or wharf property lying between Pier Old No. 9 and Pier Old No. 10, North River, described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street, where said bulkhead would be intersected by the southerly line of Pier Old No. 10, said point being further described as being located a distance of one hundred and twenty and forty-eight one-hundredths (120.48) feet southerly along said bulkhead in the vicinity of the westerly line of West street from its intersection with a line drawn at right angles to the easterly line of West street at the intersection of said easterly line of West street with the southerly line of Carlisle street, and running thence southerly and along said bulkhead in the vicinity of the westerly line of West street a distance of eighty-six and eleven one-hundredths (86.11) feet to its intersection with the northerly line of Pier Old No. 9.

Parcel "D."

The bulkhead, dock or wharf property between Pier Old No. 8, or Rector Street Pier, and Pier Old No. 9, North River, described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street, where said bulkhead would be intersected by the southerly line of Pier Old No. 9, and running thence southerly and along the bulkhead in the vicinity of the westerly line of West street, a distance of fifty-nine and eighty-four one-hundredths (59.84) feet to its intersection with the line drawn at right angles to the easterly line of West street at the intersection of the easterly line of West street with the northerly line of Rector street.

Parcel "E."

The bulkhead, dock or wharf property between Pier Old No. 8, North River, or Rector Street Pier, and the property now or formerly belonging to Howard Carroll and Caroline S. Carroll, described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street where said bulkhead would be intersected by the southerly side of Pier Old No. 8, and running thence southerly and along said bulkhead in the vicinity of the westerly line of West street, a distance of nineteen and eighty-two one-hundredths (19.82) feet to its intersection with the northerly line of property now or formerly belonging to Howard Carroll and Caroline S. Carroll.

Parcel "F."

Pier, Old, No. 11, North River, or Carlisle Street Pier, bounded and described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street where the northerly side of Pier, Old, No. 11, as it existed before widening, would intersect the same, and running thence southerly and along the inner end or easterly end of said pier and along said bulkhead in the rear of same a distance of forty and fifty-two one-hundredths (40.52) feet to its intersection with the southerly side of said pier; thence westerly outshore and along the southerly side of said pier a distance of six hundred and fifteen and forty-seven one-hundredths (615.47) feet to its intersection with the outer or westerly end of said pier, as it existed before extension; thence northerly and along the outer or westerly end of said pier as it existed before extension a distance of forty-two and nineteen one-hundredths (42.19) feet to its intersection with the northerly side of said pier as it existed before widening; thence easterly inshore and along the northerly side of said pier as it existed before widening, a distance of six hundred and fifteen and eighty-two one-hundredths (615.82) feet to the point or place of beginning.

Together with all right, title and interest in and to said pier or any portion thereof not now owned by The City of New York.

Parcel "G."

Pier, Old, No. 10, North River, situated between Carlisle and Rector streets, bounded and described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street, where the northerly side of Pier, Old, No. 10, as it existed before widening, would intersect the same, and running thence southerly and along the inner or easterly end of said pier and along said bulkhead in the rear of same a distance of twenty-seven and ninety-five one-hundredths (27.95) feet to its intersection with the southerly side of said pier; thence westerly outshore and along the southerly side of said pier a distance of three hundred and ten and thirty-one one-hundredths (310.31) feet to its intersection with the outer or westerly end of said pier; thence northerly and along the outer or westerly end of said pier a distance of twenty-nine and twenty-eight one-hundredths (29.28) feet to its intersection with the northerly side of said pier as it existed before widening; thence easterly inshore and along the northerly side of said pier as it existed before widening a distance of three hundred and ten and ninety-six one-hundredths (310.96) feet to the point or place of beginning.

Together with all right, title and interest in and to said pier or any portion thereof not now owned by The City of New York.

Parcel "H."

Pier, Old, No. 9, North River, situate between Carlisle and Rector streets, bounded and described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street where the northerly side of Pier, Old, No. 9 would intersect the same, and running thence southerly and along the inner or easterly end of said pier and along the said bulkhead in the rear of same a distance of forty-four and thirty-nine one-hundredths (44.39) feet to its intersection with the southerly side of said pier; thence westerly outshore and along the southerly side of said pier a distance of three hundred and thirty (330) feet to its intersection with the westerly or outer end of said pier as it existed before extension; thence northerly and along the outer or westerly end of said pier as it existed before extension, a distance of forty-five and twelve one-hundredths (45.12) feet to its intersection with the northerly side of said pier; thence easterly inshore and along the northerly side of said pier a distance of three hundred and twenty-nine (329) feet to the point or place of beginning.

Together with all right, title and interest in and to said pier or any portion thereof not now owned by The City of New York.

Parcel "I."

Pier, Old, No. 8, North River, or Rector Street Pier, bounded and described as follows:

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street where the northerly side of Pier, Old, No. 8 would intersect the same, said point being further described as being located a distance of nine and forty-eight one-hundredths (9.48) feet southerly along said bulkhead in the vicinity of the westerly line of West street from its intersection with a line drawn at right angles to the easterly line of West street at the intersection of the easterly line of West street with the northerly line of Rector street, and running thence southerly and along the inner or easterly end of said pier and along said bulkhead in the rear of same a distance of thirty-three and ninety-five one-hundredths (33.95) feet to its

intersection with the southerly side of said pier; thence westerly outshore and along the southerly side of said pier, a distance of six hundred and twenty-three and six-tenths (623.6) feet to its intersection with the outer or westerly end of said pier; thence northerly and along the outer or westerly end of said pier a distance of forty-three and sixty-one one-hundredths (43.61) feet to its intersection with the northerly side of said pier; thence easterly inshore and along the northerly side of said pier a distance of six hundred and twenty-four and nine-tenths (624.9) feet to the point or place of beginning.

Together with all right, title and interest in and to said pier or any portion thereof not now owned by The City of New York.

—which property is assessed for the year 1914, as shown by the books of record on file in the Department of Taxes and Assessments, at $1,502,093.

Which was adopted by the following vote:

Affirmative—The Mayor, the Compiroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Sheriff, New York County—Space for Offices in Hall of Records or New Municipal Building (Cal. No. 2).

The Secretary presented a communication from the Commissioner of Bridges, transmitting copy of communication from the Under Sheriff of New York County, requesting the assignment of space for new quarters for the Sheriff's office, either in the Hall of Records, Manhattan, or the new Municipal Building.

The Commissioner states that no place remains unassigned in the Municipal Building of sufficient area to accommodate the Sheriff.

Which was referred to the Comptroller.

Department of Street Cleaning—Issue of Corporate Stock (Cal. No. 3).

The Secretary presented a communication from the Commissioner of Street Cleaning, requesting the issue of $6,500 corporate stock for the purpose of constructing a dumping board at the foot of West 152d street and the Harlem River, Borough of Manhattan, the work to be carried out under the control and direction of the Department of Docks and Ferries.

Which was referred to the Committee on Corporate Stock Budget.

Department of Docks and Ferries—Improvement of Waters and Channels of the Port of New York (Cal. No. 4).

The Secretary presented a communication from Hon. Charles F. MacLean in support of the proposition presented to the Board by the New York Board of Trade and Transportation on March 6, 1914, and referred to the Committee on Port and Terminal Facilities, relative to the improvement of the waters and channels of the port of New York, submitting the question, if it would not be worth the City's while to contribute toward the improvements itemized in the Rivers and Harbors Bill, now pending in Congress (H. R., 13811), and inclosing memorandum of possible contributions by the United States and by the City, and draft of a proposed bill to be introduced in Congress.

Hon. Charles F. McLean and William W. Niles appeared in favor of the proposition.

The matter was referred to the Committee on Port and Terminal Facilities.

Department of Docks and Ferries—Improvement and Development of Jamaica Bay (Cal. No. 5).

The Secretary presented a communication from the Flatlands Property Owners' Association of Brooklyn, urging the Board to expedite the work of improving and developing Jamaica Bay.

Which was referred to the Committee on Port and Terminal Facilities.

Department of Public Charities—Transfer of Appropriation and Issue of Special Revenue Bonds (Cal. No. 6).

The Secretary presented a communication from the Commissioner of Public Charities, referring to the resolution adopted by the Board of March 27, 1914, authorizing (on the recommendation of the Comptroller) the transfer of $5,000 from Account No. 1982 to Account No. 2037 within the appropriation made to said Department for the year 1914, in order to replenish fund for relief of Spanish War Veterans. The Commissioner states that a request for the issue of $2,000 special revenue bonds was made for the purpose of replenishing the above mentioned fund, and the consent to the transfer was given on the condition that Account No. 1982, if found to be insufficient, would be replenished by the issue of special revenue bonds in the amount transferred therefrom.

Which was ordered filed, and the Secretary directed to transmit a copy thereof to the Comptroller.

Fire Department—Appropriation for Erection of Building in The Bronx (Cal. No. 7).

The Secretary presented a communication from the East Bronx Property Owners' Association, urging an appropriation for the purpose of erecting a building for fire apparatus at the corner of Westchester and St. Lawrence avenues, The Bronx, in view of the urgent need of fire protection in said section.

Which was referred to the Fire Commissioner.

Department of Education—Disapproval of Legislation Relative to Pensions (Cal. No. 8).

The Secretary presented a communication from Miss Ellen Baker, teacher in the public schools, deploring the action of the Board in disapproving the legislation relative to pensions and refunds for the Department of Education.

Which was ordered filed.

Department of Education—Installation of Swimming Pools in School Buildings (Cal. No. 9).

The Secretary presented a communication from James H. Smith urging concurrence in the resolution adopted by the Board of Aldermen relative to installing swimming pools in school buildings.

(On March 27, 1914, the resolution of the Board of Aldermen, as above, was referred to the Committee on Corporate Stock Budget.)

Which was referred to the Committee on Corporate Stock Budget and Committee on Social Welfare.

Department of Bridges—Contract with Thompson Starrett Company for Interior Finish of the Municipal Building (Cal. No. 10).

F. J. H. Kracke, Commissioner of Bridges; L. J. Horwitz, of the Thompson-Starrett Company, and Louis H. Hahlo, Assistant Corporation Counsel, addressed the Board in relation to this contract.

The Comptroller presented the following resolution:

Whereas, A contract was entered into between The City of New York, acting by and through the Commissioner of Bridges and Thompson-Starrett Company, for the interior finish of the Municipal Building, exclusive of the tower, which contract is dated July 11, 1912, and

Whereas, The Thompson-Starrett Company has requested an extension of time until June 7th, 1914, to complete certain work under said contract,

Resolved, That authority is hereby given the Commissioner of Bridges to modify the said contract, so that there may be presently paid to said Contractor the sum of two hundred thousand ($200,000) dollars, which said sum is to be deducted from the retained percentages under said contract, and that the Contractor be relieved from any liability for injury and damage not caused by the negligence of the Contractor, its servants or agents to the building from fire, cyclone, earthquake and occupancy of the building, also that the guarantee period mentioned in Paragraph NN of said contract and likewise the period for the retentions provided in said paragraph shall date from April 1, 1914, upon condition that, before such modification shall become effective, the sureties companies, which have guaranteed this contract, shall consent to said modification without in any way affecting or impairing their liability as sureties on their bonds for work already done or hereafter to be done, and upon the further condition that the Contractor agrees satisfactorily to complete within three months the work ordered on March 7th, 1914, by the Commissioner of Bridges, and the performance of such other work in connection with the Interior Finish of said building, as may be ordered by the Commissioner, within a reasonable time; provided further that the payment and action herein provided for shall not be made or taken until said Thompson-Starrett Company shall execute and deliver a release of any and every claim on its part, except as hereinafter noted, by reason of delay in the carrying out of the contract, which said company claims is chargeable to the City, but liability wherefor the City denies, which release is to be approved by the Corporation Counsel.

Nothing in this resolution shall prejudice the right of the Thompson-Starrett Company to present a claim for fifty-five thousand ($55,000) dollars, the amount claimed for excess cost to said company on account of alleged delays in connection with the execution of the work under this contract, for which the contractor claims it is entitled to damages, but which the City repudiates. Nothing herein contained shall revive or entitle recovery upon any claim heretofore released by the contractor.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The Comptroller presented the following resolution:

Resolved, That the resolution adopted by this Board on March 13, 1914, authorizing the modification of the contract entered into between The City of New York, acting by and through the Commissioner of Bridges, and Thompson-Starrett Company for the interior finish of the Municipal Building, exclusive of the tower, which contract is dated July 11, 1912, be and the same is hereby rescinded.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

President, Borough of Queens—Issue of Corporate Stock (Cal. No. 11).

(On January 9, 1914, the communication from the President, Borough of Queens, in this matter was referred to the Committee on Corporate Stock Budget.)

(On February 20, 1914, the report in this matter was laid over for two weeks, on March 6 for one week and on March 13, 1914, for three weeks.)

The Secretary presented a communication from the President, Borough of Queens, dated January 9, 1914, requesting an issue of $30,000 corporate stock for the construction of permanent concrete bulkheads and wing walls and for the reconstruction of certain streets at the ocean front at Arverne, Borough of Queens, and the following report of the Corporate Stock Budget Committee recommending the disapproval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, January 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 9, 1914, the President of the Borough of Queens requested $30,000 corporate stock for the construction of permanent concrete bulkheads and wing walls and the restoration of the streets at the ocean front on Storm, Straiton, Jerome, Alexander, Seaview, Meredith, Amermann, Gaston and Vernam avenue, Arverne, Borough of Queens. In connection therewith we report as follows:

On May 28, 1909, corporate stock to the amount of $4,500 was authorized to provide means for replacing bulkheads on the ocean front at Storm, Straiton, Jerome, Alexander and Seaview avenues, Arverne, Borough of Queens.

At the time this appropriation was made information presented to the Board of Estimate and Apportionment was that the streets, situated in the best part of Arverne, were, in the opinion of the Corporation Counsel, public streets dedicated by the owners of the lands within the lines of the streets who filed property maps in the County Clerk's office, Queens, in the years 1892 and 1894; that although a search had failed to find in the Topographical Bureau any record to show that the streets were legally opened, there had been an acceptance of the streets by the proper authorities by reason of repairs made by the Highway Bureau.

Because of erosion of the land, the money appropriated was expended for the construction of concrete bulkheads further inland than the timber bulkheads built originally by the owners of the property.

These streets have all been damaged by recent storms. The concrete bulkheads have all withstood the storms, but the properties adjacent have been inundated, and the land washed away so that the present high water line is from twenty-five to one hundred feet further inland; because of the disappearance of adjacent lands the waves have worked around the wing walls of the bulkheads and undermined and destroyed the roadways.

Damage to the streets is due almost entirely to the negligence of the adjacent property owners who have failed to properly protect their properties by adequate sea walls. It is now proposed to extend the wing walls of these streets back beyond the present high water line and repair the damage. This will rectify conditions until another storm washes away more of the adjacent lands, when the wing walls will have to be extended still further inland.

The other streets included in the request, namely, Amermann, Meredith, Gaston and Vernam avenues, show the same conditions existing except that the bulkheads on the streets which were of timber have been destroyed.

At present there is not sufficient data upon which to make an estimate even of the amount of money that should be appropriated to meet the conditions. The borough authorities are now engaged in making a survey of the water-front. It might be found advisable to establish bulkheads at the foot of the streets at the present high water line, or if adjacent property owners will build bulkheads and fill in their properties out to the present street bulkheads, the construction of wing walls will be unnecessary.

We recommend that no appropriation be made until proper surveys are made and the owners of the property adjacent to the streets protect their properties sufficiently to insure against a recurrence of conditions similar to those now existing. Meanwhile it is suggested the streets be made safe to protect the City and the cost paid from maintenance. Respectfully,

ALEX. BROUGH, Deputy and Acting Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Committee on Budget.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the President, Borough of Queens, as set forth in a communication dated January 9, 1914, for an issue of corporate stock in the sum of thirty thousand dollars ($30,000) for the construction of permanent concrete bulkheads and wingwalls, and for the restoration of the streets at the ocean front on Storm, Straiton, Seaview, Jerome, Alexander, Gaston, Meridith, Amermann and Vernam avenues at Arverne, Borough of Queens.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The Secretary was directed to transmit a copy of the report of the Committee to the President, Borough of Queens.

Public Service Commission, First District—Consent to Proposed Contract with the Rapid Transit Subway Construction Company for the Construction for Temporary Operation of a Part of the Steinway Tunnel, Extending from About 42d Street, Manhattan, at a Point Near Van Alst Avenue, Borough of Queens, and the Issue of Corporate Stock Therefor (Cal. No. 12).

(On February 27, 1914, the requisition of the Public Service Commission in this matter was referred to the Comptroller.)

(On March 20, 1914, the report of the Comptroller was laid over for one week and the matter was referred to the Committee on Transit and the Comptroller for further inquiry as to certain items in the contract, and on March 27, 1914, was again laid over for one week.)

The Secretary presented the following requisition of the Public Service Commission, First District, for the consent of the Board to the award of the proposed contract to the Rapid Transit Railway Construction Company for the reconstruction for temporary operation of a part of the Steinway Tunnel, extending from about 42d street, Manhattan, to a point near Van Alst avenue, Borough of Queens, and the issue of corporate stock therefor, and the following reports of the Comptroller and the Committee on Transit recommending approval thereof:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 19, 1914.

Board of Estimate and Apportionment of The City of New York:

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York, acting by the Public Service Commission for the First District, and the Rapid Transit Subway Construction Company for the reconstruction for temporary operation of the part of the Steinway Tunnel Rapid Transit Railroad (Route No. 26) which begins at a point in the Borough of Manhattan under 42d street, near Lexington avenue, and extending thence easterly under 42d street, the East River, private property and 4th street in the Borough of Queens to a point near Van Alst avenue.

The Public Service Commission for the First District requests your honorable Board to consent to said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of three hundred eighty-three thousand nine hundred ten dollars and seventy-five cents ($383,910.75), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for the reconstruction for temporary operation, at the public expense, of said part of said railroad.

The Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make requisition for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing said contract, to wit, the sum of three hundred eighty-three thousand nine hundred ten dollars and seventy-five cents ($383,910.75).

This requisition is a subrequisition on account of and not in addition to the requisition made by the Public Service Commission for the First District under date of March 18, 1913, upon your honorable Board for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as contract No. 3, between The City of New York, acting by the Public Service Commission for the First District, and Interborough Rapid Transit Company for additional rapid transit railroads and the appropriation made thereunder by your honorable Board on March 18, 1913.

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 19th day of February, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By EDWARD E. McCALL, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

Resolved, That this Commission hereby accepts the proposal of Rapid Transit Subway Construction Company, dated February 16, 1914, for the reconstruction for temporary operation of a part of the Steinway Tunnel Rapid Transit Railroad (Route No. 26) which begins at a point in the Borough of Manhattan under 42d street, near Lexington avenue, and extending thence easterly under 42d street, the East River, private property and 4th street in the Borough of Queens to a point near Van Alst avenue, the aggregate of the unit prices in the proposal amounting to three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75);

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed on behalf of this Commission to execute a contract in the form attached to said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment, and upon compliance by said Rapid Transit Subway Construction Company with the requirements of the invitation to bidders attached to said proposal;

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75), and also to request said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for the reconstruction for temporary operation, at the public expense, of the said part of said railroad, and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense of executing said contract, to wit, the sum of three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75), such requisition to be a subrequisition under the requisition made by this Commission on or about March 18, 1913, for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract known as contract No. 3, dated March, 1913, between The City of New York, acting by the Public Service Commission for the First District, and Interborough Rapid Transit Company for additional rapid transit railroads.

Resolved, That the Secretary be and hereby is directed to give notice to said Rapid Transit Subway Construction Company that its proposal has been accepted and the contract awarded to it by this Commission subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That counsel to the Commission be and hereby is authorized and directed to inquire into the sufficiency of the sureties or securities proposed to be given by said Rapid Transit Subway Construction Company, and in case the sureties or securities named in said proposal or any of them are not approved by this Commission, then to inquire into the sufficiency of any other or substitute sureties or securities, and in behalf of this Commission to do any such act as may be necessary and incidental to the furnishing of a proper bond or the giving of proper security.

State of New York, County of New York, ss.:

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify that I have compared the above with the original adopted by said Commission on February 17, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 20th day of February, 1914.

TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

Part of the Steinway Tunnel Rapid Transit Railroad.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to reconstruct and complete for temporary operation a portion of Route 26, a part of the Steinway Tunnel Rapid Transit Railroad.

The points within The City of New York between which the said part runs and the route or routes followed are briefly as follows:

Beginning at a point in the Borough of Manhattan under 42d street near Lexington avenue and extending thence easterly under 42d street, the East River, private property and 4th Street in the Borough of Queens to a point near Van Alst Avenue.

The general plan of construction calls for a subsurface railroad having two tracks. The Railroad has already been built and the Contractor under the contract for which bids are now invited is to reconstruct in part and complete such Railroad ready for the operation of trains. The details of the work are more particularly indicated on the contract drawings.

The Contractor must relay such of the track now in place as is not condemned and provide and lay new ties, ballast and tracks elsewhere, and do station finish work.

The work of construction under the contract will include the support and care (including the maintaining, protecting and securing where necessary) of any surface, subsurface and overhead structures of any kind affected by the work or interfered with during the construction of the Railroad, also the restoration of sidewalks and roadways, the grouting of the present structure to make it watertight; and the removal of all extraneous materials of any kind so as to leave the Railroad in a good finished condition on the completion thereof. The Contractor will be required to maintain, protect and light the Railroad, and to do all pumping and bailing necessary to keep the Railroad dry. The plant of The City of New York (hereinafter called the "City") on the work will be at his disposal for such purposes as he may be able to use it. Four shafts now give access to the Railroad and are to be maintained and protected or rebuilt as indicated on the contract drawings. Some of the materials necessary for the reconstruction of the Railroad, such as rails, ties, tile drains, pipe, etc., are now on the work or have been purchased for the work and are now owned and stored elsewhere by the Interborough Rapid Transit Company. All such materials on the work will be acquired by the City and if satisfactory to the Engineer, will be used by the Contractor in reconstructing the Railroad. All such materials owned and stored elsewhere by the Interborough Rapid Transit Company may be purchased by the Contractor, if he can make suitable arrangements with said Company.

Bidders must examine the form of contract and the specifications, maps and drawings; must visit the location of the work and inform themselves of the conditions along the line thereof and with respect to the City's plant and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and in the contract drawings therein referred to. Printed copies of the form of contract, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The contract drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the contract drawings are to be deemed a part of this invitation.

Partial payments to the Contractor will be made monthly as the work proceeds, as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of nine (9) months from the date of the delivery of the contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 16th day of February, 1914, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

Bidders must submit with their proposals drawings showing the details of the tie plates to be used with screw spikes.

A statement based upon estimate of the Chief Engineer of the Commission, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required, is to be found in the schedule forming a part of the form of contractor's proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Reconstruction for Temporary Operation of Part of Rapid Transit Railroad—Route No. 26,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check for the sum of fifteen thousand dollars ($15,000) payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company satisfactory to the Commission having its principal office in The City of New York. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five (5) days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten (10) days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for one hundred and fifty thousand ($150,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under the contract, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of the City equal in market value to the amount withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders, as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten (10) days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then this Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, January 21, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROAD.

Contract—Route No. 26.

Agreement made this day of , 1914, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and Rapid Transit Subway Construction Company, a corporation organized and existing under the laws of the State of New York, hereinafter called the Contractor, party of the second part.

Whereas, the Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, the Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled, "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors and the Contractor for itself, its successors and assigns

Agree each with the other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to reconstruct and complete the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the Contractor the sums of money hereinafter mentioned and at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Work.

Article II. The Railroad to be reconstructed and completed under this contract forms part of a certain route adopted by the Commission on November 2, 1910, which is known as the Steinway Tunnel Route, or Route No. 26. The part of Route No. 26 to be reconstructed and completed under this contract consists of the following route:

Beginning at a point in the Borough of Manhattan under 42d Street near Lexington Avenue, and extending thence easterly under 42d Street, the East River, private property and 4th Street in the Borough of Queens to a point near Van Alst Avenue.

The precise location of the tracks, and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinfter mentioned.

Statute Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, Etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act, shall hereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of rapid transit railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

(3) The words "Interborough Company" to mean Interborough Rapid Transit Company and its successors and assigns.

"Contractor."

(4) The word "Contractor" to mean the party of the second part to this contract, and its successors and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the party of the second part to perform any obligations under this contract assumed by the said party of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(5) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(6) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

(7) The word "Inspector" to mean any representative of the Engineer designated by him to act as inspector.

"Rapid Transit Act."

(8) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapters 429 and 534 of the laws of 1907, chapter 472 of the laws of 1908, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911, chapter 226 of the laws of 1912 and chapters 100, 510, 524 and 540 of the laws of 1913, or as heretofore otherwise amended.

"Railroad."

(9) The word "Railroad" to mean the part which the Contractor agrees by this contract to reconstruct and complete, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(10) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(11) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(12) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice." "Direction."

(13) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor.

Article VI. The Contractor hereby designates Room No. on the floor of the building No. in the Borough of in the City of New York, as the place where all notices, directions and other communications to the Contractor may be served, mailed or delivered. The delivering at the aforesaid place or depositing into a post-paid wrapper directed to the aforesaid place in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

Contractor Responsible for Acts of Sub-Contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-Contractors.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

CHAPTER II.

Work To Be Done, Prices, Etc.

Work To Be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances in addition to such of the plant of the City now on the work as he may be able to use, necessary or proper for performing and completing the work of reconstructing and completing the Railroad in the manner and within the time hereinafter specified. He shall reconstruct and complete the Railroad and do all work and furnish all labor and materials in and about the reconstruction and completion of the Railroad for temporary operation to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned, at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Prices.

Article XI. The City will pay and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to reconstruct and complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the Schedule of Unit Prices following, to wit:

Schedule of Unit Prices for Part First General Construction.

Item 1. For earth excavation above mean high water, including the disposal of it, etc., the sum of three dollars ($3) per cubic yard.

Item 1-F. For backfilling shaft No. 3, including the furnishing of the material, and placing same, the sum of one dollar ($1) per cubic yard.

Item 2. For earth excavation below mean high water, including the disposal of it, etc., the sum of five dollars ($5) per cubic yard.

Item 3. For rock excavation, including the disposal of it, the sum of five dollars ($5) per cubic yard.

Item 5. For tunnel excavation, including timbering, disposal of material, etc., the sum of eight dollars ($8) per cubic yard.

Item 6. For concrete masonry, in place, the sum of twelve dollars ($12) per cubic yard.

Item 6-K. For concrete masonry to build up the present floor of tunnel to the bottom of ties and around ducts, in place, the sum of ten dollars ($10) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of ten dollars ($10) per cubic yard.

Item 7-B. For the removal and disposal of concrete masonry in floor of tunnel, in benches and at manholes to permit the placing of ties and ducts and to provide drainage, and all incidental work, the sum of twenty-five dollars ($25) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of seven dollars ($7) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of six dollars ($6) per cubic yard.

Item 9. For brick masonry, in place, the sum of fifteen dollars ($15) per cubic yard.

Item 9-D. For removal and disposal of old masonry of whatever kind, as required, the sum of ten dollars ($10) per cubic yard.

Item 10. For hollow terra cotta brick or tile masonry of any thickness, in place, the sum of fifteen dollars ($15) per cubic yard.

Item 11. For grout of Portland cement, the sum of three dollars ($3) per barrel of Portland cement used.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of two dollars ($2) per cubic yard.

Item 15. For waterproofing, treated woven fabric (except dry ply), laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of sixty cents ($0.60) per square yard.

(b) For two-ply, the sum of seventy-five cents ($0.75) per square yard.

(c) For three-ply, the sum of ninety-five cents ($0.95) per square yard.

(d) For four-ply, the sum of one dollar and ten cents ($1.10) per square yard.

(e) For five-ply, the sum of one dollar and sixty cents ($1.60) per square yard.

(f) For six-ply, the sum of two dollars and ten cents ($2.10) per square yard.

(i) For dry-ply, the sum of thirty cents ($0.30) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of twenty-seven dollars ($27) per cubic yard.

Item 17. For vitrified or cast-iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of ninety cents per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of eighty cents ($0.80) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of seventy cents ($0.70) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of sixty cents ($0.60) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of fifty cents ($0.50) per lineal foot.

(h) For four (4) inch cast-iron pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:

(a) For three (3) inch, the sum of one dollar ($1) per lineal foot.

(b) For four (4) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

(c) For six (6) inch the sum of one dollar and seventy-five cents ($1.75) per lineal foot.

(d) For eight (8) inch, the sum of two dollars ($2) per lineal foot.

Item 17-B. For eight (8) inch semicircular vitrified drain pipe, and all incidental work, in place, the sum of fifty cents ($0.50) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 306 of the Specifications, the sum of fifteen cents ($0.15) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of seventy-two dollars ($72) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of sixty-seven dollars ($67) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of sixty dollars ($60) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining), such as manhole heads and covers, gratings, etc., but not including castings for pipes, in place, the sum of sixty-five dollars ($65) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of ten cents ($0.10) per pound.

Item 27-A. For wooden hand-rail, in place, including expansion bolts, etc., the sum of thirty cents ($0.30) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of one dollar and fifty cents ($1.50) per square foot.

Item 30. For street surface restored, as follows:

(h) For all surfaces of whatever character as provided in Section No. 312 of the Specifications the sum of two dollars and fifty cents ($2.50) per square yard.

Item 100. For new cast-iron hub and spigot straight pipe, actually used, as measured in place in the work, the sum of fifty dollars ($50) per ton of two thousand pounds.

Item 101. For new cast-iron hub and spigot pipe, special castings actually used, as measured in place in the work, the sum of seventy-five dollars ($75) per ton of two thousand pounds.

Item 101-B. For the laying of cast-iron pipe, including all labor and material incidental thereto, in place, as follows:

(a). For four (4) inch pipe, the sum of thirty cents ($0.30) per lineal foot.
(b) For six (6) inch pipe, the sum of thirty cents ($0.30) per lineal foot.

Schedule of Unit Prices for Part Second Station Finish Work.

Item 501. For white glazed tile, including curved work, in place, the sum of one dollar ($1) per square foot.

Item 502. For hydrolithic plastering on concrete or brick, in place, the sum of three dollars and fifty cents ($3.50) per square yard.

Item 503. For plastering on expanded metal lath, in place, the sum of one dollar and fifty cents ($1.50) per square yard.

Item 504. For stucco on expanded metal lath, in place, the sum of two dollars ($2) per square yard.

Item 505. For concrete floor on soil, in place, the sum of twenty-five cents ($0.25) per square foot.

Item 506. For concrete floor finish, in place, the sum of fifteen cents ($0.15) per square foot.

Item 507. For cement base and cove, in place, the sum of twenty-five cents ($0.25) per lineal foot.

Item 508. For cement coping on parapet walls, in place, the sum of fifty cents ($0.50) per lineal foot.

Item 509. For brick masonry, in place, the sum of fifty cents ($0.50) per cubic foot.

Item 510. For iron railing, straight, in place, the sum of five dollars ($5) per lineal foot.

Item 511. For iron railing, on bevel, in place, the sum of three dollars ($3) per square foot.

Item 512. For high gate, in place, the sum of two hundred fifty dollars ($250) each.

Item 513. For wood railing, temporary, in place, the sum of fifty cents ($0.50) per lineal foot.

Item 514. For oak hand rail, in place, the sum of one dollar ($1) per lineal foot.

Item 515. For wood framing for walls and partitions, in place, the sum of ten cents ($0.10) per square foot.

Item 516. For anchor bolts for wood framing, in place, the sum of ten cents ($0.10) per pound.

Item 517. For wood framing for roofs, in place, the sum of fifteen cents ($0.15) per square foot.

Item 518. For wood furring for ceilings, in place, the sum of ten cents ($0.10) per square foot.

Item 519. For wood sheathing and roof boarding, in place, the sum of fifteen cents ($0.15) per square foot.

Item 520. For wood floor including framing, in place, the sum of one dollar ($1) per square foot.

Item 521. For ticket booth equipment, in place, the sum of five hundred dollars ($500) each.

Item 522. For marquise, in place the sum of three hundred dollars ($300) each.

Item 523. For metal doors, in place, the sum of eighty dollars ($80) each.

Item 524. For wood doors, in place, the sum of seventy-five dollars ($75) each.

Item 525. For switch board and panel board doors, in place, the sum of eighty dollars ($80) each.

Item 526. For windows and frames, double hung, in place, the sum of fifty dollars ($50) each.

Item 527. For windows and frames, hinged, in place, the sum of thirty dollars ($30) each.

Item 528. For tin roofing and flashing, in place, the sum of twenty-five cents ($0.25) per square foot.

Item 529. For galvanized iron gutters and leaders, in place, the sum of one dollar ($1) per lineal foot.

Item 530. For skylight, in place, the sum of one hundred dollars ($100) each.

Item 531. For crimped galvanized iron, in place, the sum of twenty cents ($0.20) per square foot.

Item 532. For galvanized iron louvres and frames, in place, the sum of one dollar and twenty-five cents ($1.25) per square foot.

Item 533. For turnstiles, in place, the sum of five hundred dollars ($500) each.

Item 534. For wood signs, in place, the sum of ten dollars ($10) each.

Item 535. For enameled iron signs, in place, the sum of ten dollars ($10) each.

Item 536. For illuminating sign, in place, the sum of three hundred dollars ($300) each.

Item 537. For painting, the sum of forty cents ($0.40) per square yard.

Item 538. For doorchecks, in place, the sum of ten dollars ($10) each.

Item 550. For wrought-iron electric conduits, in place in stations as follows:

(a) For three-fourths (¾) inch, the sum of thirty-five cents ($0.35) per lineal foot.

(b) For one (1) inch, the sum of forty cents ($0.40) per lineal foot.

(c) For one and one-fourth (1¼) inch, the sum of forty-five cents ($0.45) per lineal foot.

(d) For one and one-half (1½) inch, the sum of fifty cents ($0.50) per lineal foot.

(e) For two (2) inch, the sum of sixty cents ($0.60) per lineal foot.

(f) For two and one-half (2½) inch, the sum of seventy cents per lineal foot.

(g) For three (3) inch, the sum of eighty-five cents ($0.85) per lineal foot.

(h) For imbedding existing conduit, the sum of twenty cents ($0.20) per lineal foot.

Item 551. For cast-iron outlet boxes, in place in stations, the sum of fifty cents ($0.50) each.

Item 552. For cast-iron pull boxes, in place in stations, the sum of one dollar ($1) each.

Item 553. For cast-iron snap switch receptacles, in place in stations, the sum of fifty cents ($0.50) each.

Item 554. For cast-iron heater boxes, in place in stations, the sum of ten dollars ($10) each.

Item 555. For steel panelboard boxes, in place in stations, the sum of ten dollars ($10) each.

Item 556. For steel switchboard boxes, in place in stations, the sum of ten dollars ($10) each.

Item 557. For asbestos track boxes complete with covers, in place, the sum of two dollars ($2) per lineal foot.

Item 558. For concrete stairways, in place, the sum of one dollar and fifty cents ($1.50) per lineal foot of tread.

Item 559. For concrete stairway landings, in place, the sum of one dollar ($1) per square foot.

Item 560. For concrete columns, in place, the sum of seventy-five cents ($0.75) per cubic foot.

Item 561. For cement finish on sides of stairs, in place, the sum of twenty-five cents ($0.25) per lineal foot.

Item 562. For cement base or wall string, in place, the sum of one dollar ($1) per lineal foot.

Item 563. For cement finish on stairway landings at the street surface, the sum of twenty-five cents ($0.25) per square foot.

Item 565. For safety treads, in place, the sum of one dollar ($1) per square foot.

Item 566. For concrete copings, in place, as follows:

(a) For copings at the street level, the sum of three dollars ($3) per cubic foot.

(b) For copings within the stations, the sum of three dollars ($3) per cubic foot.

Item 567. For cement finish below the level of the finished sidewalks or platforms, the sum of one dollar ($1) per square foot.

Item 568. For completion of concrete stairways now in place, the sum of one dollar ($1) per linear foot of tread

Item 569. For completion of concrete stairway landings now in place, the sum of one dollar ($1) per square foot.

Item 570. For wooden stairways, in place, the sum of three dollars ($3) per linear foot of tread.

Item 571. For wooden stairway landings, in place, the sum of one dollar ($1) per square foot.

Item 572. For all other lumber in wooden stairways and landings, in place, the sum of one hundred and fifty dollars ($150) per thousand feet, board measure.

Item 573. For rough plumbing, in place, Jackson Avenue Station, the sum of two thousand dollars ($2,000).

Item 574. For rough plumbing, in place, Grand Central Station, the sum of two thousand dollars ($2,000).

Item 575. For plumbing fixtures, in place, as follows:

(a) For water closet bowls, the sum of one hundred dollars ($100) each.

(b) For lavatories in toilet rooms, the sum of one hundred dollars ($100) each.

(c) For urinals, the sum of one hundred and fifty dollars ($150) each.

(d) For slop sinks in toilet rooms, as provided in Section No. 727 of the Specifications, the sum of one hundred dollars ($100) each.

(c) For slop sinks in toilet rooms, as provided in Section No. 728 of the Specifications, the sum of one hundred dollars ($100) each.

(f) For floor drains, the sum of fifty dollars ($50) each.

Item 576. For sanitary glass wainscoting, trim, shelves, partitions and floor slabs, in place, as follows:

(a) For three-fourths (¾) inch wainscoting and trim on walls, the sum of two dollars ($2) per square foot.

(b) For three-fourths (¾) inch pipe chamber partitions, the sum of three dollars ($3) per square foot.

(c) For three-fourths (¾) inch shelves, the sum of three dollars ($3) per square foot.

(d) For three-fourths (¾) inch stall partitions, the sum of three dollars ($3) per square foot.

(e) For one (1) inch floor slabs, the sum of three dollars ($3) per square foot.

(f) For curved corners and angles, the sum of five dollars ($5) per linear foot.

Item 577. For cast-iron work in toilets, in place, as provided in Section No. 737 of the Specifications, as follows:

(a) For posts, the sum of forty ($40) dollars each.

(b) For top rails, the sum of ten dollars ($10) per linear foot.

(c) For wall flanges, the sum of five dollars ($5) each.

Item 578. For coat and hat hooks, in place, in the toilet rooms, the sum of one dollar ($1) each.

Schedule of Unit Prices for Part Third, Track Work.

Item 1001 (a). For open hearth work A. R. A. Type B No. 1 rails, furnished and delivered to the work, the sum of one dollar and fifty cents ($1.50) per hundred pounds.

Item 1001-A (b). For open hearth No. 2 guard rails, furnished and delivered to the work, the sum of one dollar and fifty cents ($1.40) per hundred pounds.

Item 1001-X. For open hearth A. S. C. E. rails now stored in Interborough Company's store yard, furnished and delivered to the work, the sum of one dollar and fifty cents ($1.50) per hundred pounds.

Item 1002. For splice bars for A. R. A. rails, furnished and delivered to the work, as follows:

(a) Type "A," the sum of seven dollars ($7) per pair.

Item 1002-X. For 24-inch splice bars (for A. S. C. E. rails), now stored in Interborough Company's store yard, complete with four (4) bolts, furnished and delivered to the work, the sum of one dollar and twenty-five cents ($1.25) per pair.

Item 1005. For end inclines, furnished and delivered to the work, the sum of five dollars ($5) each.

Item 1006. For adjustable separators, furnished and delivered to the work, the sum of one dollar ($1) each.

Item 1008. For screw spikes, furnished and delivered to the work, the sum of four cents ($0.04) per pound.

Item 1010. For ties, furnished and delivered to the work, as follows:

(a) Class "A," Subdivision 8, the sum of thirty-two dollars ($32) per thousand feet, board measure.

(b) Class "B," Section No. 1122, the sum of seventy dollars ($70) per thousand feet, board measure.

(c) Class "C," Section No. 1123, the sum of seventy dollars ($70) per thousand feet, board measure.

Item 1010-X. For ties, now stored in Interborough Company's storeyard, furnished and delivered to the work, the sum of twenty-five dollars ($25) per thousand feet, board measure.

Item 1011. For bolts, including nuts, furnished and delivered to the work, the sum of five cents ($0.05) per pound.

Item 1011-A. For nut locks, furnished and delivered to the work, the sum of five cents ($0.05) each.

Item 1011-B. For washers, furnished and delivered to the work, the sum of three cents ($0.03) per pound.

Item 1016. For tie plates, furnished and delivered to the work, as follows:

(e) Type "E," the sum of twenty-five cents ($0.25) each.

(f) Type "F," the sum of thirty-five cents ($0.35) each.

Item 1016-A. For felt pads, furnished and delivered to the work, the sum of ten cents ($0.10) each.

Item 1056. For installation of Type IV Track complete, except special work and anti-creepers, on tangents and curves of more than two thousand (2,000) feet radius, the sum of two dollars and seventy cents ($2.70) per lineal foot of track.

Item 1057. For installation of Type IV Track complete, except special work and anti-creepers, on curves from two thousand (2,000) feet to seven hundred and one (701) feet radius, the sum of three dollars ($3) per lineal foot of track.

Item 1058. For installation of Type V Track complete at Stations, the sum of five dollars ($5) per lineal foot of track.

Item 1061. For anti-creepers, furnished and delivered to the work, the sum of one dollar ($1) each.

Item 1061-A. For installation of anti-creepers, the sum of fifty cents ($0.50) each.

Item 1062. For ballast, furnished and delivered to the work, the sum of two dollars ($2) per cubic yard.

Item 2018. For Special Work, furnished and delivered to the work, the sum of two thousand five hundred dollars ($2,500).

Item 2018-A. For installation of Special Work in Type IV Track complete, the sum of one thousand dollars ($1,000).

Quantities.

Work Not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the drawings or not—which, in the opinion of the Engineer, are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Engineer do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material where new material is used, and in addition thereto ten (10) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is, in the opinion of the Engineer, susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

Daily Report in Detail.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of the material delivered on the works, showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor. Such daily time slips and memoranda shall not,

however, be binding upon the City, and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the Engineer upon such question or dispute shall be final and conclusive.

In lieu of the provision hereinbefore in this Article contained for paying for work and materials which, in the opinion of the Engineer, are not susceptible of classification under the Schedule of Unit Prices (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), the Engineer may in his discretion, but only with the approval of the Commission, fix and determine unit prices for such labor and materials (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), or a lump sum price therefor. Such additional unit prices or such lump sum price shall be embodied in a Supplemental Schedule and shall be filed by the Engineer in his office. If the Contractor shall notify the Engineer in writing that he will not accept the price or prices fixed and determined as aforesaid he shall be paid in accordance with the provisions of the first two paragraphs of this Article.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for damages or anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities of items stated in the Contractor's Proposal, or because of the entire omission of any of the quantities of items stated in the Contractor's Proposal.

Right of Commission to Amplify Drawings.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the drawings, to add explanatory specifications and to furnish additional specifications and drawings.

Drawings May Be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where, in the opinion of the Engineer, not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the time specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices hereinbefore agreed upon.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided, for the prices hereinbefore agreed upon.

Contractor Has Examined Locations, Drawings, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the drawings. and that he has fully examined the drawings and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill this contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Engineer's Determination—To Be Final and Conclusive Upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain Specifications.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

The Contractor shall promptly obey and follow every direction which shall be given by the Engineer, including any direction which the Engineer shall give by way of withdrawal, modification or reversal of any previous direction given by him.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineee may require.

Difference Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and the Interborough Company or the contractors of the Interborough Company in connection with the equipment of the Railroad, in regard to the progress of or the facilities afforded with respect to, their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

CHAPTER III.

Specifications.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned, taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be reconstructed and completed for actual use and operation as an intraurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of this contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall reconstruct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in these specifications or this contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where, in the opinion of the Engineer, applicable or as provided in Article XII.

Maps and Drawings.

Section No. 3. The contract drawings referred to in the contract and specifications for Part First and Part Second are each countersigned by the Engineer, stamped with the seal of the Commission and, except typical drawings hereinbelow designated, bear the general title:

ROUTE No. 26.

Reconstruction for Temporary Operation—Contract Drawing No.

—and are designated or numbered as follows:

A-1 to A-4 inclusive, C-1 to C-14 inclusive, C-501 to C-505 inclusive, C-1006 and C-1008 all dated December 16, 1913.

—and the following typical drawings all of which are countersigned by the Engineer, stamped with the seal of the Commission and bear the general title:

Contract Drawing No.

—and are designated or numbered as follows:

C-1002 dated April 16, 1913, and C-506 and C-1007 dated December 16, 1913.

The contract drawings referred to in the contract and specifications for Part Third are each countersigned by the Engineer, stamped with the seal of the Commission, are designated with the appropriate title and bear the Contract Drawing No. as follows:

T-1001, T-1002, T-1005, T-1006, T-1008, T-1011, T-1012, T-1013, T-1018, dated October 20, 1913, and T-1010, T-1016, T-1017, T-1019, T-1056, T-1057, T-1058, T-1060, T-1116, T-1147 and T-2018 dated December 16, 1913.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Working drawings to amplify the contract will be furnished by the Commission to the Contractor from which the shop drawings shall be made by him. The first of these working drawings will be given to the Contractor within thirty (30) days after this contract is delivered and the remainder from time to time as may be reasonably required by the Contractor. Where, however, changes are deemed necessary they may be ordered under Article XV of this contract and the Engineer shall issue such drawings and specifications as may be necessary.

Specifications Do Not Include All Requirements.

Section No. 5. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Section No. 6. The specifications are grounded in subdivisions as follows:

Miscellaneous Matters.

Subdivision of Specifications.

1 Brief Description of the Work.
2 General Clauses.
3 General Manner of Prosecution and Maintenance of Traffic.

Part First—General Construction.

1 Excavation.
2 Tunneling.
3 Backfilling.
4 Cement.
5 Mortar.
6 Masonry.
7 Concrete.
8 Brick Masonry.
9 Stone Masonry.
10 Waterproofing.
11 Steel and Iron.
12 Painting.
13 Drains.
14 Requirements for Pipes.
15 Ducts.
16 Gratings, Hand-rails, etc.
17 Surfaces Restored.

Part Second—Station-Finish Work.

1 General.
2 Concrete Footings.
3 Concrete Floors.
4 Cement Base and Cove.
5 Parapet Coping.
6 Brick Masonry.
7 Ornamental Iron Work.
8 Carpenter Work.
9 Wood Railings at Stations.

10 Doors and Windows.
11 Ticket Booth Equipment.
12 Metal Lath and Plastering.
13 Tile.
14 Tin Roofing.
15 Galvanized Iron Work.
16 Turnstiles.
17 Signs.
18 Painting.
19 Hardware.
20 Electric Work.
21 Concrete Stairways and Landings.
22 Concrete Copings at Stairwells and on Platforms.
23 Concrete Stairways and Landing now in Place.
24 Wooden Stairways and Landings.
25 Plumbing and Drainage.
26 Plumbing Fixtures.
27 Glass Wainscoting in Toilet Rooms.

Part Third—Track Work

1 General.
2 Line, Surface and Gauge.
3 Rails.
4 Rail Braces.
5 Tie Plates.
6 Spikes.
7 Ballast.
8 Cross Ties.
9 Track Joints.
10 Bolts and Washers.
11 Anti-Creepers.
12 Special Work.
13 Concrete Base Track, Type II.

MISCELLANEOUS MATTERS.

Subdivision I.

Brief Description of the Work.

General Nature.

Section No. 7. The Rapid Transit Railroad which is hereinbefore described is an underground railroad or tunnel. The general details of reconstruction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Railroad to be reconstructed and completed under this contract in its present condition is in various stages of completion as indicated on the contract drawings. The Contractor will be required to furnish all the work, labor and material necessary to repair, remove, alter or reconstruct such Railroad as it exists under present conditions, in order to produce the finished condition required for the various sections as shown on the contact drawings. Payment for all such work will be made at the prices stipulated in the Schedule for the several classes of work or material applicable, in the opinion of the Engineer, thereto.

Resume of Work to be Performed.

A general resume of the work to be performed under this contract is as follows:

Reconstruct the structure and provide for a cross-over near shaft No. 2, between First Avenue and the East River, and put in a crossdrift there; fill in shaft No. 3 at Man-o'-War reef and strengthen roof. Reconstruct shaft No. 4 and provide suitable steel doors and ladders for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Provide station finish and build temporary superstructures for Grand Central and Jackson Avenue stations.

Build new ducts and grout and drain old ducts at manholes.

Provide manhole doors at all manholes.

Provide additional track material and install all tracks complete throughout the Railroad.

Remove parts of the present tracks now in place.

Do all grouting necessary to make the tunnel watertight.

Provide and lay tile drains and such pipe connections with sumps and sewers as are required.

Provide various other materials and do such other work as is necessary to permit the installation by the Interborough Company of the equipment necessary for the operation of the railroad.

Payment for all the work described in the foregoing resume and for all work, labor and material incidental thereto shall be made at the prices stipulated in the Schedule for the several classes of work or material applicable thereto.

The Contractor at his own expense shall collect, remove and dispose of all rubbish and other material not required in the Railroad; shall remove the present 20-pound narrow gauge construction track, the present rail where so ordered, and overhead trolley rails and their supports, leaving a smooth finished surface in the roof where the trolley supports were removed; shall do all pumping necessary to keep the tunnel dry; shall safely maintain, protect and light the railroad, including all work labor and material incidental thereto; and in general shall make the tunnel ready for the installation of the equipment necessary for the operating of trains; and shall maintain and support all surface, subsurface and overhead structures and surfaces and their appurtenances. All material to be disposed of will, upon removal, become the property of the Contractor.

The escalator at Grand Central station and all appurtenances in connection therewith will be considered as part of the equipment and will not be provided for under this contract.

Subdivision 2.

General Clauses.

Prevention of Water Percolation.

Section No. 8. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 9. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 10. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

The Contractor will be required to arrange his work so as to give the Interborough Company, its employees, sub-contractors, or any other agent authorized by the Interborough Company in writing, permission to enter the work for the purpose of laying the third or power rail, installing signals, drawing cables, or to do such other equipment work as may be necessary for the operation of the Railroad, provided such work is solely for the purpose of facilitating the placing of the road in operation, as may be determined by the Engineer.

Contract Section Part of System.

Section No. 11. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require shall be completed and put into operation without delay. If the Contractor shall not prosecute his work in such manner as to make it reasonably probable in the judgment of the Engineer that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 12. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 13. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurances to the Engineer that the structural iron and steel and other material needed for construction will be available. The Contractor must conduct his work so as to avoid advancing the excavation at any place ahead of the delivery on the work or on property owned or leased by the City of the structural iron and steel required for such place, unless otherwise permitted by the Engineer. The permits are to be in such form and shall cover such portions of the work as the Commission shall prescribe.

When to be Filed with Borough President.

Section No. 14. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five (5) days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 15. Before commencing work on any part of the route, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance, of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, and if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer, in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

City Ordinances and Regulations to be Observed.

Section No. 16. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Water Supply.

Section No. 17. The Contractor shall, at his own cost, provide for the water supply necessary for his work, and he shall bear the cost of any inspection charge in connection therewith.

Material Stored.

Section No. 18. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

The Contractor will be permitted to use the property now owned or to be acquired by the City at the now existing shafts of the tunnel for his construction plant and the storage of material in such quantities, in such locations, and for such periods as may be approved by the Engineer.

Approval of Engineer Revocable.

Section No. 19. In any case material may be so stored only with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately upon receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 20. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Fire Alarm Telegraph System to be Safeguarded.

The Contractor shall guard, maintain and protect the existing wires, cables, ducts, manholes, posts and poles of the Fire Department. He shall not cause the interruption of the existing Fire Department Fire Alarm Telegraph service. No Fire Department wire, cable, duct, manhole, post or pole shall be disturbed except in the presence of a representative of the Bureau of Fire Alarm Telegraph. In case any such wire, cable, duct, manhole, post or pole shall be disturbed, it shall be restored to its existing condition by the Contractor at his own expense.

Work to be Cleared.

Section No. 21. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Waste Material.

Section No. 22. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 23. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 24. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 25. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 26. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Construction Drawings.

Section No. 27. The Engineer will prepare and furnish to the Contractor, from time to time, as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the reconstruction or completion of the Railroad. These plans must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 28. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within twenty (20) working days after delivery to him at his office of such plans in duplicate. Immediately upon final approval of such working or shop drawings by the Engineer, the Contractor shall furnish the Commission with four (4) additional copies of such approved drawings.

Lines and Grades.

Section No. 29. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to per-

form his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 30. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by, the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 31. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding it may have been overlooked by the proper inspector.

Damaged Work to be Replaced.

Section No. 32. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Material to be Removed.

Section No. 33. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 34. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

SUBDIVISION 3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 35. No building shall, without the consent of the occupant, and without notice to the Engineer, be deprived of means of access thereto; and, where streets are open, suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach and leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 36. On the division line of contiguous contract sections, the Engineer shall decide any matters in the details of construction within a limit of twenty (20) feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 37. Generally, the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

PART FIRST—GENERAL CONSTRUCTION.

SUBDIVISION 1.

Excavation.

Width of Excavation.

Section No. 38. Special care must be taken to avoid damage wherever excavation is being done. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work.

Depth of Trenches.

Section No. 39. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed, special foundation or drain pipes as may be deemed necessary by the Engineer.

Sides to Be Secured.

Section No. 40. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or waling timbers.

Filling Back of Sheeting.

Section No. 41. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Payment for Sheeting.

Section No. 42. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the then current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 43. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes and large, loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Removal of Concrete, Payment For.

Section No. 44. The removal and disposal of concrete in the floor of the tunnel to permit the laying of ties, in the bench walls to permit the placing of new ducts, and at manholes to provide drainage, as shown on the drawings, will be paid for at the price stipulated in Schedule Item 7-B, which price will include all incidental work, labor and material.

Removal of Other Kinds of Masonry, Payment For.

Section No. 45. The removal of various other kinds of masonry, including any reinforcement or steel embedded therein, or waterproofing adhering thereto, is to be done by such methods and in such manner as not to damage any of the railroad structure remaining in place, and will be paid for at the price stipulated in Schedule Item 9-D, which price will include all incidental work, labor and material.

Outside the Net Lines.

Section No. 46. The removal of masonry outside the net lines shown on the drawings unless ordered by the Engineer to be removed, will be at the Contractor's own expense.

Rock.

Section No. 47. Ledge rock in place, and boulders within the ordered net lines of excavation whose volume is half a cubic yard or more each, will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 48. Whenever rock is encountered it shall be stripped of earth in sections of not less than twenty feet in length; and the Engineer shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 49. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 P. M. and 7 A. M. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 50. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Beyond Net Lines.

Section No. 51. In rock excavation for the Railroad the work must be regulated so as to avoid, as far as possible, shattering the rock beyond the ordered net lines of excavation. But, on account of the impracticability of excavating rock to an exact line, an allowance will be made to the Contractor for excess excavation in rock, as provided in Section No. 58.

Concrete Packing.

Section No. 52. In rock excavation, when the rock is shattered beyond the ordered net lines of excavation, the concrete on the sides of the structure shall be rammed to the rock. Such concrete will be measured at an allowed thickness of six (6) inches outside of the ordered net lines of excavation, whether or not it is actually of such thickness, and will be paid for at such thickness at the price stipulated in Schedule Item 6. Any concrete outside of such six (6) inch allowed thickness shall be provided and placed at the Contractor's own expense.

Pumping.

Section No. 53. Whenever water is encountered, the same shall be removed by bailing or pumping. The discharge from all pumps shall be conducted into the adjacent sewers or directly into the river, and the discharge pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil. On Man-o'-War Reef (shaft No. 3) there is now in place a construction and pumping plant which is the property of the City and will be at the disposal of the Contractor for his use in order to facilitate the prosecution of his work. The pumping operations, the supply of power for the pumps and for any other purposes in connection with the prosecution of the work, and all machinery and appurtenances on the work which are the property of the City, shall be at all times under the direct charge of competent men and shall be maintained by the Contractor at his own expense. The above plant does not include any power generating units, the power at present being supplied by a submarine cable of the Interborough Company. The Contractor at his own expense either may arrange with the Interborough Company for the continuation of such power supply for the pumps or for other purposes or must furnish the necessary supply of power from some other source. Upon the completion of the work the City's plant shall be turned over by the Contractor complete and in good working order to such parties as the Engineer may direct. The Contractor shall install such other pumps as may be necessary to properly take care of any water encountered in the tunnel. The cost of such pumps and of pumping and all labor and material incidental thereto is to be included in the price paid for earth, rock and tunnel excavation Schedule Items 1, 2, 3 and 5.

Carts To Be Tight.

Section No. 54. All carts, buckets or other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 55. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May Be Taken by the City.

Section No. 56. If at any time during the course of construction the City shall desire for City purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition Of.

Section No. 57. Earth excavation includes the excavation of all materials of whatever nature encountered, excepting ledge rock in place and boulders whose volume is half a cubic yard or more each, and except as provided in Sections Nos. 44 and 45.

Excavation, How Measured.

Section No. 58. In excavation for the foundations of the superstructure to the Grand Central station and in excavation for sewers or other pipes, allowance will be made for a trench two (2) feet wide. Other excavations shall be of such width as the Engineer may direct. When rock is encountered, because of the impracticability of excavating to an exact line, an excess excavation on the sides of the trench below the top surface of the rock will be measured at an allowed width of six (6) inches outside of the ordered net lines of excavation, whether or not the excavation is actually made to such width. No excess rock excavation will be allowed below the ordered net line of excavation at the bottom of the trench.

No Allowance Outside of Ordered Net Lines.

Section No. 59. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines or excess rock excavation lines as above indicated; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule. No allowance will be made for excavation for the space now occupied by the existing Railroad structure, but the removal of parts of the structure will be paid for under the various Schedule Items applicable thereto.

Payment for Excavation.

Section No. 60. Excavation, except tunnel excavation, shall be paid for at the prices stipulated in Schedule Items 1 and 2 for excavation in earth and Schedule Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 61. The prices herein stipulated for excavation, Schedule Items 1, 2 and 3, are to include the cost of the disposal of the materials excavated, of backfilling (except the backfilling of shaft No. 3 as provided in Section No. 87), of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or baling, and of the maintenance and support, with all incidental work, labor and material of any kind, of all surface, subsurface and overhead structures and surfaces of whatever nature and their appurtenances.

SUBDIVISION 2.

Tunneling.

Lining.

Section No. 62. All new tunnels and shafts shall be lined with steel and concrete, or with concrete masonry. Proper provision shall be made for keeping all tunnels dry by the use of drains, grouting, waterproofing or by such other methods as may be herein elsewhere provided or as may be directed by the Engineer.

Methods.

Section No. 63. Tunneling shall be done by methods best suited to meet the local conditions. Such methods shall be subject to the approval of the Engineer, which approval must be obtained before the work is commenced. The methods may be changed from time to time if in the judgment of the Engineer local conditions so require. The approval by the Engineer of the methods of tunneling, or the failure of the Engineer to call attention to improper or inadequate methods, will not relieve the Contractor of his responsibility, for the proper execution of the work.

Drilling and Blasting.

Section No. 64. Drilling and blasting must be conducted with all possible care. If directed by the Engineer, the drill holes shall be placed close together and light charges shall be used in order not to shatter the rock unduly beyond the net lines of the railroad structure, nor to endanger adjoining property.

Storage of Explosives.

Section No. 65. The Contractor shall comply with all the requirements for storage and care of materials for blasting and with the precautions and requirements for blasting given in the various sections of these specifications relating to excavation (Subdivision 1, Part First), which sections are to be construed to apply to tunneling to the extent to which they are applicable. In such matters the decision of the Engineer will, as hereinbefore provided, be final and conclusive.

Ventilation and Lighting.

Section No. 66. To assure the safety of the work and the workmen during construction the Contractor shall provide adequate ventilation and lighting. Such methods of ventilation and lighting shall be used as will meet with the approval of the Engineer.

Compressed Air Plant May Be Required.

Section No. 67. If, during the progress of the work, it should develop that compressed air methods are necessary, a plant must be provided of sufficient capacity to insure at all times and under all conditions an ample supply of air to protect the workmen and to prosecute the work with safety and despatch. Proper air locks shall be built with safety locks in addition to provide for the escape of workmen in case of accident. If compressed air methods are used, a suitable emergency hospital with an attending physician shall be provided by and at the expense of the Contractor.

Compressed Air Plant Approved by Engineer.

Section No. 68. All the details of the compressed air plant shall be subject to the approval of the Engineer, which approval must be received by the Contractor before the work is commenced. If at any time the plant, or any portion of it, shall appear to the Engineer to be or to be likely to become inadequate, incomplete or faulty, the Contractor shall promptly obey the order of the Engineer to supplement, remove or replace the same. The approval of the plant by the Engineer, however, or the failure of the Engineer to issue orders as to the inadequacy, incompleteness or faulty nature of the plant, will not relieve the Contractor of his responsibility in the matter.

Timbering.

Section No. 69. The Contractor must take every necessary precaution, including such precautions as the Engineer may direct, to support the materials surrounding the excavation, to prevent any settlement or movement thereof and to secure the safety of the work and the workmen. To accomplish this result permanent and temporary timbering shall be used wherever necessary. Permanent timbering must be kept clear of the net outside lines of the railroad structure, and all temporary timbering encroaching within the net outside lines of the railroad structure is to be removed in advance of placing the lining. Temporary timbering, however, shall be left in place until the permanent construction is advanced to a stage which will permit of its removal without endangering the work or the workmen and without causing movement or settlement of the material surrounding the excavation.

Concrete Filling.

Section No. 70. The space between the net outside lines of the roof and side walls and the rock or other surrounding material or the timbering, shall be filled with concrete. When timbering is used any space behind the timber shall be immediately filled with such imperishable material as will meet with the approval of the Engineer.

Grout.

Section No. 71. To insure filling all the spaces to the rock or other surrounding material or to the timbering as the case may be, grout consisting of one part of fine, clean and sharp sand and one part of Portland cement, shall be pumped in under pressure from time to time as directed by the Engineer, through grout pipes which the Contractor shall provide for the purpose. Where the tunnel is waterproofed, however, the grout pipes shall be introduced in such manner as will avoid the necessity of carrying them through the waterproofing.

Other Masonry.

Section No. 72. If, in the opinion of the Engineer, it is impracticable to fill any spaces with concrete, such class of masonry shall be used in place of concrete as may be directed by the Engineer.

Track Floor.

Section No. 73. In track floor construction all loose muck shall if required be removed to solid rock and the space between the net outside line of the floor and rock surface shall be filled with concrete or other approved material. Generally, however, and unless otherwise shown on the plans or directed by the Engineer any excess excavation below the net outside line of the track floor shall be replaced by a compacted backfill.

Placing of Concrete.

Section No. 74. Special care must be used in mixing and placing the concrete to prevent percolation of water through the lining. In case leaks develop, the concrete or other material shall be cut out and replaced at the Contractor's expense with such materials and in such manner as may be directed by the Engineer.

Loose Rock.

Section No. 75. All loose or shaky rock, whose fall or settlement might in the judgment of the Engineer endanger the safety of the work or the workmen, or produce an unequal pressure on the masonry lining, shall be removed and the space left by such removal refilled with concrete or other approved material.

Pay Lines.

Section No. 76. In tunnel excavation, on account of the impracticability of excavating to an exact line, and because of additional space required where timbering is necessary, excess excavation and concrete outside of the net outside lines of excavation and concrete for sidewalls and roof will be measured and paid for to the lines as given below. Such excess lines for excavation and concrete will, for convenience, be called the pay lines for excavation and concrete and the relative position of these pay lines to the net outside lines of the structure is shown on the contract drawings and is in general as follows: In rock tunnel where no waterproofing is used the pay lines will be six (6) inches outside of the net outside lines of the sidewalls and one (1) foot two (2) inches outside of the net outside line of the roof; in rock tunnel where waterproofing is used the pay lines will be six (6) inches outside of the net outside lines of the sidewalls and two (2) feet three (3) inches outside of the net outside line of the roof; in earth tunnel the pay line will be one (1) foot two (2) inches outside of the net outside lines of the sidewalls and roof.

Work Outside Pay Lines.

Section No. 77. No measurement will be made or money paid for excavation made or concrete or other materials, except as provided in Section No. 84 with respect to grout, placed outside (below, above or wider than) the net line of the floor or the pay lines for excavation and concrete for the roof and sidewalls. The Contractor's attention is especially called to the fact that no payment will be made for the grout referred to in Section No. 78.

Slips and Slides.

Section No. 78. No allowance will be made or money paid for any excess excavation caused by slips or slides or for any reason whatsoever, or for any masonry, grout or other materials necessary to fill the spaces caused thereby. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the Unit Prices of the Schedule.

Section No. 79. No part of the rock or other material is to project within the net outside lines of the railroad structure. If, however, a portion of the surface or the whole surface, surrounding the excavation, lies between the net outside lines of the railroad structure and the pay lines for excavation and concrete for the roof and sidewalls, the excavation and concrete will be measured and paid for out to such pay lines as provided in Section No. 76, and no deduction will be made on account of the fact that the surface of the rock or other material lies partly or wholly within such pay lines.

Drains.

Section No. 80. Rock seams carrying water shall be drained as directed by the Engineer.

Additional Excavation.

Section No. 81. Any additional excavation beyond the net outside line of the floor or the pay lines for excavation for the roof and sidewalls which the Engineer shall require to be made for chambers, skew backs of arches, sump holes, drains or for any other purpose, and any excavation which the Engineer shall require to be made in the shafts will, except as herein elsewhere otherwise provided, be measured to the lines ordered by the Engineer, and will be paid for at the price for tunnel excavation stipulated in Schedule Item 5. This Section shall not be construed as applying to any of the work called for by Sections Nos. 73 and 75, which shall be done at the Contractor's own expense.

Excavation Includes.

Section No. 82. Tunnel excavation shall be paid for at the price stipulated in Schedule Item 5, which price is to cover all expense due to the presence of quicksand or other soft material, rotten rock, boulders, etc.; the cost of all necessary pumping and bailing, of all timbering and removal of timbering, of all filling behind the timbering, of the disposal of all excavated material, of all ventilation and lighting; all expense due to the furnishing of a compressed air plant and of the operation thereof, and of all appliances in connection therewith, including air and safety locks, also an emergency hospital with attending physician, and of all other work, labor and material incidental to the excavation of the tunnel and shafts, including any expense that may arise from loose or shaky rock or from falls or cave-ins or from any obstacles.

Changes in Dimensions.

Section No. 83. If after the excavation has been made of a certain size by the direction of the Engineer, he is of the opinion that the nature of the rock is such that the form and dimensions of the structure for which such excavation was intended, must be increased, he may order an enlargement of the excavation for the purpose of building a structure of greater thickness and the Contractor is to make such enlargement, which is to be measured to the lines ordered by the Engineer and paid for under the provisions of Article XII.

Measurement and Payment for Concrete.

Section No. 84. Concrete masonry for tunnel work will be measured in place in the work to the lines prescribed in Section No. 76, and will be paid for as provided in Schedule Item 6.

The concrete placed outside of waterproofing where the tunnel is waterproofed, will be paid for at the price stipulated in Schedule Item 7.

(See also Section No. 140.)

Payment for Grout.

Where grout is ordered and used, it will be paid for, including all incidental work, labor and material, at the price stipulated in Schedule Item II, except such grout as may be ordered and used under the provisions of Section No. 78.

SUBDIVISION 3.

Backfilling.

Quality of Material—How Placed.

Section No. 85. Wherever backfilling is necessary it shall be done with sand, gravel or other good, clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water, or in cases where flooding with water is not practicable it shall be compacted by ramming in layers not exceeding six (6) inches in depth. In rock excavation in trench, where the rock is shattered beyond the established line of excavation, concrete packing shall be provided in accordance with Section No. 52.

Sheeting Removed.

Section No. 86. As fast as the work of filling permits sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, and the spaces left by the removal of such material carefully backfilled, but if directed by the Engineer, the sheeting shall be left in place.

How Paid For.

Section No. 87. The cost of backfilling is deemed to be included in the prices paid for earth, rock and tunnel excavation, Schedule Items 1, 2, 3 and 5, except the backfilling of shaft No. 3 on Man-o'-War Reef. The backfilling of this shaft shall conform in all respects to the requirements of this subdivision 3, will be measured in place from the top of the Cyclopean masonry to the ground surface, and will be paid for at the price stipulated in Schedule Item 1-F, which price is to include all incidenaal work, labor and material.

SUBDIVISION 4.

Cement.

Portland Cement.

Section No. 88. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks, to which no addition greater than three (3) per centum has been made subsequent to calcination.

Brand to be Approved.

Section No. 89. Before any cement is furnished the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 90. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 91. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed samples will be taken at the place of manufacture by a representative of the Engineer and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 92. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 93. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall contain not more than 1.75 per centum of sulphuric anhydride (SO3) nor more than 4 per centum of magnesia (MgO).

Fineness.

Section No. 94. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per centum on a No. 100, and not more than twenty-five (25) per centum on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 95. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 96. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 97. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) lbs.; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) lbs.; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) lbs. The strength at twenty-eight (28) days shall be not less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed on one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) lbs. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) lbs. over the strength at seven (7) days.

Long Time Tests.

Section No. 98. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 99. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 100. Cement shall be packed and delivered in canvas sacks or other strong, well made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 101. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

SUBDIVISION 5.

Mortar.

Cement and Sand—Mixing.

Section No. 102. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 103. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 104. If required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 105. Where grout is ordered and used, it shall be paid for at the price stipulated in Schedule Item 11, except such grout as may be ordered and used under the provisions of Section No. 78.

SUBDIVISION 6.

Masonry.

Laid in Portland Cement.

Section No. 106. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built to the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 107. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 108. During freezing weather no masonry shall be built unless properly protected against frost, and masonry shall not be built in exposed places where in the opinion of the Engineer it is impracticable to give such protection. During freezing weather, or when there is frost in the materials to be used in the masonry, the materials shall be heated. The Contractor shall provide such appliances, subject to the approval of the Engineer, as are necessary for the heating of the sand, stone and other materials.

Protected in Freezing Weather.

Section No. 109. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 110. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 111. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Mortar for Pointing.

Section No. 112. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Season for Pointing.

Section No. 113. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 114. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 115. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

SUBDIVISION 7.

Concrete.

How Composed.

Section No. 116. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below. The water used in mixing concrete must be clean, fresh water, no salt water being permitted.

Sand.

Section No. 117. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 118. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 119. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work, such as for building up the present floor of tunnel below the bottom of ties and the concrete envelope for ducts.

Rubble Concrete.

Section No. 120. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-fourths (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stone shall be within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same. Concrete of the character specified in this Section, which is known as Cyclopean masonry, shall be provided in shaft No. 3 as shown on the drawings.

Proportions.

Section No. 121. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 122. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 123. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Mixing by Machine.

Section No. 124. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used. Concrete shall not be mixed on the street surface on the line of the work, unless specifically permitted.

Mixing by Hand.

Section No. 125. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 126. Concrete shall be placed immediately after mixing, in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 127. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary, until thoroughly set.

Time for Hardening.

Section No. 128. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface to Be Cleaned.

Section No. 129. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 130. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 131. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 132. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt, in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Certain Forms Not Permissible.

Section No. 133. No forms made of wood, and covered with iron will be permitted.

Forms, How Made.

Section No. 134. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved if required by the Engineer.

Precautions in Placing.

Section No. 135. Every precaution shall be taken in placing or assembling the forms to do so in such manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface; except that at stations on the track ceilings and walls within the limits of the station finish work and the ceilings over the platforms, the concrete shall be left with a rough surface to insure a proper bond between the concrete and the station finish plaster to be applied under another contract. To obtain this rough concrete surface, the Contractor must provide such special forms as may be approved by the Engineer.

Forms, How Set—Defective Work Corrected.

Section No. 136. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon as the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces of the concrete that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate excessive loss of mortar, portions of the concrete shall be cut out of the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 137. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to be Painted.

Section No. 138. The exposed faces of the concrete shall be left with the natural concrete finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

The preceding paragraph of this Section does not apply within station limits.

Imperviousness to Water.

Section No. 139. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Drip Pans.

The surfaces of drip-pans under ventilating openings and other surfaces which require special provision for drainage shall be troweled.

Concrete, How Measured and Paid For.

Section No. 140. Concrete masonry shall be measured in place in the work to the prescribed lines ordered by the Engineer and shall be paid for at the prices stipulated in Schedule Item 6-K for concrete for building up the present floor of the tunnel, below the bottom of ties and for the envelope for ducts, Schedule Item 7 for concrete outside of waterproofing, and Schedule Item 6 for all other concrete used in general construction work; which prices are to include the cost of all scaffolding, centers, forms, etc., and removing the same, all troweling where required, and all other work, labor and material incidental thereto.

Backing or Filling Concrete Paid For.

Section No. 141. Concrete backing or filling outside of the ordered net lines of excavation will be paid for as provided in Section No. 52.

SUBDIVISION 8.

Brick Masonry.

Quality.

Section No. 142. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 143. Hollow terra cotta blocks or bricks may be required on the outside of walls of the Railroad structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be of such thickness and shall be laid in such manner as may be hereinafter specified or as the Engineer may direct.

In Stations.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 144. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line, with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 145. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 146. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 147. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 148. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centres and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Payments.

Section No. 149. Brick masonry shall be measured to the lines indicated and shown on the plans or as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9 for common brick masonry and Schedule Item 10, for hollow terra cotta brick or tile masonry of any thickness ordered; these prices are to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto. This section does not apply to brick walls shown on station finish drawings, payments for which shall be made as provided in Section No. 518.

SUBDIVISION 9.

Stone Masonry.

Rubble Stone Masonry.

Section No. 150. Rubble stone masonry will be used at such places as the Engineer may require.

How Laid.

Section No. 151. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand, and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 152. Wherever directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three inches thick and one cubic foot contents laid on natural bends and bonded to give the greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 153. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for at the price stipulated in Schedule Item 8 if with mortar, and at the price stipulated in Schedule Item 8-A if dry.

Other Masonry.

Section No. 154. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII.

SUBDIVISION 10.

Waterproofing.

General Limits of Waterproofing.

Section No. 155. In general, waterproofing of the Railroad structure will be limited to the shafts and around the ducts and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below mean high water.

Protecting Masonry.

Section No. 156. The protecting masonry shall be concrete, common bricks or hollow terra cotta blocks as directed, laid and paid for as herein elsewhere provided, and shall be not less than four (4) inches in thickness.

Laid Against Sheeting.

Section No. 157. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to Be Made Smooth.

Section No. 158. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 159. The term "ply" as used in these specifications shall mean a layer of treated woven fabric (except the dry ply), both sides of which shall be coated with pitch or asphaltum at the time of laying.

Brick in Asphalt Mastic.

Section No. 160. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as may be directed by the Engineer.

Quality of Brick.

Section No. 161. The quality of brick shall be the same as provided in these specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 162. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price stipulated in Schedule Item 16.

Ply Substitute for Brick in Asphalt.

Section No. 163. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 164. Asphalt mastic shall contain not less than one-third (1-3) asphalt, the other ingredients to be sand and limestone, dust or sand and cement. The ingredients are to be in proportions governed by local requirements and weather conditions. In melting and mixing the mastic its temperature shall not exceed 350° Fahr. All packages containing asphalt shipped to the work must be distinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 165. Any new masonry constructed under this contract or any joint between new and old masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor. Leaks in old masonry shall be stopped if ordered by the Engineer and the cost of such work shall be paid for as provided in Article XII.

Pitch.

Section No. 166. Pitch shall consist of either coal-tar or asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Quality of Coal-Tar Pitch.

Section No. 167. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 120° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Waterproofing Asphalt.

Section No. 168. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per cent of bitumen soluble in cold carbon disulphide, and at least 98½ per centum of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box two and one-half (2½) inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than one-half (½) of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein provided must be conducted according to methods approved by the Engineer.

Penetrations indicated herein, refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 169. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 170. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be paid for as a dry-ply, Schedule Item 15 (i).

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to Be Carefully Laid.

Section No. 170A. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides, so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Precautions After Laying.

Section No. 171. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 172. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 173. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for at the price stipulated in Schedule Item 15.

SUBDIVISION II.

Steel and Iron.

Open Hearth Process.

Section No. 174. Steel shall be made by the open hearth process.

Chemical and Physical Properties.

Section No. 175. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. (Max.)	.05%	.04%	.05%
Mn. (Max.)	.60%	.60%	.80%
Si. (Max.)	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point (Min.)	55% Ult.	55% Ult.	35000
Elongation, Min. % in 8 inches	1500000 / Ult. Ten. Str.	1500000 / Ult. Ten. Str.	
Elongation, Min. % in 2 inches			20%
Fracture	Silky.	Silky.	Silky, or Fine granular
Cold Bends without Fracture	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 176. The yield point shall be that strain beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Soundness and Finish.

Section No. 177. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams, flaws, cracks, defective edges or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 178. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 179. Sample pieces for tensile and bending tests of plates, shapes and bars shall be cut from such portions of the finished product of each melt as the Inspector may designate, and shall be stamped by him; they shall have both faces rolled and both edges milled to the usual form of a standard test specimen—one and one-half (1½) inches wide on a gauged length of nine (9) inches—or with both edges parallel. The area of the minimum section shall be not less than one-half (½) square inch.

Tests for Angles.

Section No. 180. Angles three-quarters (¾) of an inch and less in thickness shall open flat, and angles one-half (½) of an inch and less in thickness shall bend shut, cold, under blows of a hammer, without sign of fracture. This test shall be made only when required by the Inspector.

Rivet Rods.

Section No. 181. Rivet rods shall be tested as rolled.

Test Pieces for Steel Castings.

Section No. 182. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Tests for Rivet Steel.

Section No. 183. Rivet steel, when nicked and bent around a bar of the same diameter as the rivet rod, shall give a gradual break and a fine, silky, uniform fracture.

Treatment of Test Specimens.

Section No. 184. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Number of Tests.

Section No. 185. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (3/8) inch or more in thickness is rolled from one melt a test shall be made from the thickest and from the thinnest material rolled. Rolled steel shall be tested in the condition in which it comes from the rolls.

Rejection at Shop.

Material which, subsequent to tests at the mills and its acceptance there, develops weak spots, brittleness, cracks or other imperfections, or is found to have injurious defects, will be rejected at the shop and shall be replaced by the manufacturer at his own cost.

Retests.

If the above tests do not fulfill the requirements of these specifications, duplicate tests may be made at the discretion of the Inspector, he selecting and stamping the duplicate test pieces. If these retests meet all the requirements, the melt shall be accepted.

Variation in Weight.

Section No. 186. A variation in weight or cross section of any piece of steel of more than two and one-half (2½) per centum from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 187. Every finished piece of steel shall have the melt number and the name of the manufacturer stamped or rolled upon it. Bars for reinforcing concrete, rivet and lattice steel, and other small parts, may be bundled, with above marks on an attached metal tag.

Test Pieces and Facilities for Testing.

Section No. 188. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 189. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 190. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled or work done before the Engineer has been notified so that he may arrange for the inspection.

The Engineer shall be furnished complete copies of shipping invoices, in triplicate, with each shipment. Each invoice shall show the scale weight of each individual piece.

Wrought Iron.

Double Rolled.

Section No. 191. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 192. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) lbs. per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five degrees (135°), without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 193. Cast iron shall be tough, gray iron made by the Cupola process and shall contain not more than six-tenths (0.6) per centum of phosphorus and not more than twelve one-hundredths (0.12) per centum of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 194. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the center, when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1/10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 195. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth, clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 196. The workmanship shall be equal to the best practice in modern bridge works.

Shearing and chipping shall be neatly and accurately done and all portions of the work exposed to view neatly finished. All nuts exposed to view on the final structure shall be hexagonal. Lattice bars shall have neatly rounded ends, concentric with rivet holes.

Rods and Bars, Deformed Sections.

Section No. 197. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 198. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 199. All material shall be straightened in the shop before being worked in any way and again straightened after punching and before assembling, if required by the Engineer or the Inspector.

Size of Rivets.

Section No. 200. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 201. All holes shall be accurately spaced and punched. The diameter of the punch shall not be more than one-sixteenth (1/16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 202. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-punching and Reaming.

Section No. 203. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3-16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1-16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 204. All material over seven-eighths (7/8) of an inch thick shall be drilled from the solid. Material over five-eighths (5/8) of an inch and not exceeding seven-eighths (7/8) of an inch in thickness shall be sub-punched and reamed.

Sheared Edges.

Section No. 205. Sheared edges of plates, exceeding five-eighths (5/8) of an inch in thickness in main members, shall be planed at least one-eighth (1/8) of an inch.

Burrs Removed.

Section No. 206. All burrs on rivet holes shall be removed.

Assembling.

Section No. 207. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced. Contact surfaces shall be painted.

Riveting.

Section No. 208. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than one-half (½) the diameter of the rivet on the line of the shank, unless countersunk. Loose, burnt or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plates shall be not less than 1¼ inches for ¾-inch rivets and 1⅜ inches for 7/8-inch rivets; distances from center of rivets to a rolled edge shall be not less than 1⅛ inches for ¾-inch rivets and 1¼-inch for 7/8-inch rivets. The minimum pitch for ¾-inch rivets shall be 2½ inches and for 7/8-inch rivets 2⅞ inches. When material is sub-punched and reamed the pitch for ¾-inch rivets may be made 2¼ inches and for 7/8-inch rivets 2⅝ inches.

Use of Bolts.

Section No. 209. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes. Washers not less than one-quarter (¼) inch thick shall be used under the nuts. Bolts must be thickly coated with red lead paint before insertion, so as to seal the hole against moisture.

Templates.

Section No. 210. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be sub-punched and accurately drilled to an iron template, fitted with bushings or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 211. Finished members shall be true and free from twists, bends or open joints. Ends of floor beams and stringers shall be faced square and true.

Rods Upset.

Section No. 212. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 213. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed. Welds in steel will not be allowed.

Abutting Surfaces Faced.

Section No. 214. All abutting surfaces shall be accurately planed or faced, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners—Splice Plates and Fillers.

Section No. 215. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Web Plate Projection.

Section No. 216. Web plates must not project beyond the flange angles or be more than one-quarter (¼) inch back of face of angles.

Bed Plates Planed.

Section No. 217. Expansion bed plates shall be planed true and smooth. The finishing cut of the planing tool shall be fine and correspond with the direction of expansion.

Details Boxed.

Section No. 218. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 219. The scale weight shall be plainly marked upon every piece and box.

Inspection.

Section No. 220. Free access and information shall be given to the Engineer by the Contractor for a thorough inspection of material and workmanship.

Contractor Responsible.

Section No. 221. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 222. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 223. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 224. All parts shall be carefully loaded and protected from injury during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel.

Section No. 225. The prices to be paid for steel are as stipulated in Schedule Items 19, 20 and 21. Schedule Item 20 includes all single beams or shapes, whether milled or otherwise, with connections or other end details. These prices include the cost of material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings, Payments for.

Section No. 226. For miscellaneous castings, but not including castings for sewer work or pipes, payment will be made at the price stipulated in Schedule Item 25, which price includes the cost of material delivered and erected in the work; also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material.

Special Wire Forms.

Wire Forms.

Section No. 227. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the flanges of beams and girders which are to be completely encased in concrete, around new tunnel ducts, and at other places as may be required in order to hold the concrete in place.

Wire Forms, Payment for.

Section No. 228. Special wire forms, wherever used, will be paid for at the price stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

SUBDIVISION 12.

Painting.

Number of Coats.

Section No. 229. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, as follows: Shop coat, second coat and finishing coat.

The Finishing coat will be a gray paint if adjacent to concrete, otherwise a black paint.

Inspection.

Section No. 230. Paint shall be subject to inspection at the place of manufacture and to such tests as may be ordered by the Engineer. The Engineer shall have access, at all times, to all places to inspect the methods of manufacture, and shall

have liberty to inspect the daily laboratory records and analyses of all such paints as are subject to his inspection.

The Contractor shall furnish all facilities required for the proper inspection by the Engineer of the paint and its manufacture. All containers will be sealed by the Inspector at the time of inspection.

Proportions by Weight.

Section No. 231. All proportions mentioned in this specification are by weight, except when otherwise noted.

Formulae.

Section No. 232. The paint formulae are as follows:

Paint Formulae.

	Shop Coat.	Second Coat.	Finishing Coat. Gray.	Finishing Coat. Black.
Pigment	500 pounds	49%	57%	26%
Vehicle	16½ gal.	51%	43%	74%
Vehicle Formulae.				
Raw Linseed Oil	2/3 by volume	90%	92%	92%
Boiled Linseed Oil	1/3 by volume			
Drier	.....	10%	8%	8%

Pigment Formulae.

	Shop Coat.	Second Coat.	Finishing Coat. Gray.	Finishing Coat. Black.
Red lead	100%	30%		25%
Red Iron Oxide	.....	42%		
Lampblack	.....	5%	*	50%
Magnesium Silicate	.....	10%		10%
Silica	.....	13%	10%	15%
Sublimed White Lead	.....		60%	
White Zinc	.....		30%	

*Use sufficient lampblack to make standard shade.

Weight.

The standard weight of second coat shall be 12 pounds 10 ounces per gallon. The standard weight of finishing coat (gray) shall be 14 pounds 6 ounces per gallon. The standard weight of finishing coat (black) shall be 9 pounds 5 ounces per gallon.

Preparation of Paint.

Section No. 233. The shop coat of paint shall be mixed, as needed, in such quantities as can be used before it thickens in the container. Any paint which settles and thickens before use shall be rejected and a new paint mixed.

The second and finishing coats shall be furnished in a ready mixed form and shall be used without the subsequent addition of any material.

Allowable Variation.

All paints must be properly prepared, using only the specified materials in the proportions stated, with an allowable variation therefrom of not over two (2) per centum in the quantity of any material therein. The paint must not vary more than four (4) ounces per gallon from the standard weight.

Raw Linseed Oil.

Section No. 234. Raw linseed oil shall conform to the specifications of the American Society for Testing Materials for the purity of raw linseed oil from North American seed, adopted August 25, 1913.

Boiled Linseed Oil.

Boiled linseed oil shall be made of pure linseed oil heated with lead and manganese salts and shall comply with the following requirements:

Specific gravity at 60° F., minimum	.934
Iodine value (Hanus), minimum	175
Unsaponifiable matter, maximum	1.6%
Fatty acids, maximum	3%
Ash, maximum	0.4%
Moisture, maximum	0.5%
Flash point, minimum	527° F.
Bromine addition number	105
Bromine substitution number (30 minutes), maximum	5
Foots, maximum	1.25%

When boiled linseed oil is flowed over a plate of glass and allowed to drain in a vertical position, it must dry free from tackiness in fifteen (15) hours at 70° F.

Drier.

The drier shall be a pure oil drier consisting of lead and manganese salts dissolved in linseed oil and thinned with turpentine as follows:

Fifteen pounds of manganese dioxide plus 10 pounds of varnishmakers' red lead, to 50 gallons of oil, boiled to proper consistency and thinned with 50 gallons of turpentine.

Turpentine.

Turpentine shall conform to the specifications of the American Society for Testing Materials.

Red Lead for Shop Coat.

Section No. 235. Red lead for the shop coat shall be of the best quality, free from all adulteration and shall contain not less than 80% nor more than 90% "True red lead" (Pb_3O_4), not over 1% inert hearth materials (such as silica and alumina), and not more than 0.1% metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Red Lead for Second and Finishing Coats.

Red lead for the second and finishing coats shall be of the best quality, free from all adulteration and shall contain not less than 85% true red lead (Pb_3O_4), not over 1% inert hearth materials (such as silica and alumina) and not more than 0.1% metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Lampblack.

Dry lampblack must be absolutely neutral and contain at least 98%, by weight, of pure carbon. The tinting power of lampblack used in the finishing coat must be the same as the standard sample.

Magnesium Silicate.

Magnesium silicate shall be a finely ground material of crystalline structure and shall equal the standard sample.

Silica.

Silica shall be ground from rock crystal and water floated. It shall be 99% pure silica (SiO_2) and shall be of such fineness that 99% shall pass through a standard 200 mesh sieve. It shall equal the standard sample.

Red Iron Oxide.

Red iron oxide shall contain at least 85% ferric oxide, the remainder to consist of silicates. The oxide shall contain no soluble sulphates, no free acids, shall give a neutral reaction and shall contain not over 0.1% sulphur in any form. It shall be free from grit and shall equal the standard sample in shade, quality and tinting power.

Sublimed White Lead.

Sublimed white lead shall be a true basic sulphate of lead containing not less than 15% combined lead monoxide (PbO), not over 5% zinc oxide (ZnO), and shall contain not more than .075% free sulphur dioxide (SO_2). Sublimed white lead shall equal in whiteness, fineness, body and covering qualities the standard sample.

White Zinc.

White zinc shall be "American process." and shall contain at least 98%, by weight, oxide of zinc (ZnO), not more than 0.2% of sulphur in any form, nor more than .075% free sulphur dioxide (SO_2). White zinc shall equal in whiteness, fineness, body and covering qualities the standard sample.

Fineness, Second and Finishing Coats.

Section No. 236. (a) The paint for the second and finishing coats shall be so finely ground that when a small amount of same is placed upon a piece of glass and the glass placed in a vertical position there shall be no separation of the oil from the pigments for at least one hour. This test is to be conducted at 70° F.

(b) Take a ⅝ inch test tube and fill with pure raw linseed oil to a height of 3½ inches and add paint until the height of the oil is five (5) inches from the bottom. Cork, shake well and let stand in a vertical position for two (2) hours. The opaque mass must not have settled down more than ½ inch and there must be no separation of the coarser particles in the bottom of the test tube. This test to be conducted at 70° F.

(c) At least 98% of the extracted pigment shall pass through a standard 200 mesh sieve.

(d) When rubbed with a spatula on a piece of glass there shall be no feeling of grittiness.

Standard Sieve.

Section No. 237. By standard 200 mesh sieve is meant the 200 mesh sieve described in the specification of the American Society for Testing Materials for Portland Cement, adopted August 16, 1909.

Color.

Section No. 238. The shade of the gray finishing coat shall match the shade of the standard sample.

Drying.

The paint shall dry under normal conditions, dust free, in 12 hours and so as to be satisfactorily recoated in not less than 24 nor more than 48 hours.

Water.

The amount of hygroscopic moisture in the finished paint shall not exceed ½ of 1%.

Rosin.

There shall be no rosin in the paint, as indicated by the Liebermann-Storch reaction.

Working Quality.

Section No. 239. The paint shall not liver nor curdle and must cover properly and work freely under the brush. The pigment shall remain in suspension in a satisfactory manner.

Tests.

Section No. 240. Tests will be made against standard samples. Such analyses as required will be made by the Engineer.

Distance.

Due to the cost of inspection, the Contractor purchasing paint will be required to obtain paint which is made within a reasonable distance from New York City, and in as large quantities as practicable. By distance from New York City is meant the distance by railroad of the paint factory from Manhattan Island. The maximum factory distance is shown in the following tables:

For quantities of less than 250 gallons made at one time, 25 miles.
For quantities of 250 gallons to 500 gallons made at one time, 100 miles.
For quantities of 500 to 1,500 gallons made at one time, 200 miles.
For quantities over 1,500 gallons made at one time, 700 miles.

Standard Samples.

Samples of standard ingredients and of the finished paints are on file in the office of the Engineer. Paints and their ingredients shall conform to these standard samples. The Contractor shall submit separate samples of all ingredients intended for use in the paints, and upon approval of same, shall then submit two one pint samples of paint for approval.

In those details where no special instructions are given the paint and its manufacture shall conform to the best accepted practice.

Original Packages.

All material for shop coat shall be delivered, inspected and sampled in their original packages.

Shop Coat.

Section No. 241. All iron shall be scraped free from scale and rust and receive one coat of red lead paint, as herein specified, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops. If the Engineer so directs, the shop coat will be omitted, on members or parts of members to be buried in concrete.

Damaged Shop Coat to be Renewed.

Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat.

Structural Steel and Rods.

Structural steel rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scale and rust removed before being incased in the concrete. Rods shall not be painted.

Field Painting.

After the erection the metal shall be thoroughly cleaned of all dirt, rust or scale by stiff wire brushes or sand blast, as directed, and afterward dusted and thoroughly and evenly painted with the second coat prescribed herein. No paint shall be applied until the cleaning has been passed upon by an Inspector.

The finishing coat shall be applied at such time after the application of the second coat and before final acceptance of the work, as in the judgment of the Engineer shall be advisable. All steel work adjacent to concrete, such as flanges of roof beams, exposed surfaces of wall columns, shall be painted with the gray finishing coat. All other steel work shall be painted with the black finishing coat.

Surfaces in Contact.

Section No. 242. Surfaces of exposed members inaccessible after erection shall be cleaned and painted before erection.

Recesses, Etc.

All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving a final painting.

Surfaces Close Together.

All surfaces so close together as to prevent the insertion of a brush must be painted thoroughly by using a piece of cloth, if necessary.

Workmanship.

Section No. 243. All paint shall be well brushed out so as to show a smooth, even film of uniform thickness. Round brushes shall be used exclusively in applying paint, except that the Engineer may permit the use of flat brushes on large flat surfaces only.

Rainy or Freezing Weather.

Section No. 244. Painting in rainy or freezing weather or on wet or damp surfaces will not be permitted.

Payments.

Section No. 245. Payment for painting is included in the prices for steel and iron.

SUBDIVISION 13.

Drains.

Railroad to Be Drained.

Section No. 246. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Sub-drain.

Section No. 247. Along such parts of the work as may be directed, there shall be laid beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stone ware of the quality hereinafter described. These drains shall be semicircular half tile not exceeding eight (8) inches inside diameter, as the Engineer may direct, and there shall be one (1) such drain for each tunnel. Each drain shall be laid in the ballast directly on the concrete with open or closed joints, as directed and in such position as in the opinion of the Engineer local circumstances require.

Tile Pipe.

Section No. 248. The tile pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to such tests as the Engineer may determine previous to its being used, and shall be similar to the tile now in place in the tunnel.

Connections and Cross Drains.

Section No. 249. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands and all as directed by the Engineer. Cross

drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 250. Broken stone shall be placed for the purposes of drainage as indicated on the drawings or as required by the Engineer.

Payments for Drains.

Section No. 251. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for at the price stipulated in Schedule Items 17, 17-A and 17-B. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, hand-holes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per centum.

Payment for Broken Stone.

Section No. 252. For broken stone for drainage, furnished and placed, Section No. 250, payment will be made at the price stipulated in Schedule Item 14.

Pipe Drains.

Section No. 253. The interior of pipe drains shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mould or plate attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

The exposed ends of pipe drains shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent any substances from washing in, and in no case shall brick or stone be used for that purpose.

During the progress of the work, and until the entire completion and final acceptance thereof, the drains and connections shall be kept thoroughly cleaned throughout, and left clean, and taken care of by the Contractor, all at his own expense.

SUBDIVISION 14.

Requirements for Pipes.

General.

Section No. 254. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to Be Cylinders.

Section No. 255. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 256. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Workmanship.

Section No. 257. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Interior Diameter.

Section No. 258. The pipes shall be designated by dimensions of the interior diameter.

Lugs. Etc.

Section No. 259. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 260. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Straightness.

Section No. 261. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 262. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

Sixteen-inch pipes, 1,458 pounds each.
Twelve-inch pipes, 1,018 pounds each.
Eight-inch pipes, 542 pounds each.
Six-inch pipes, 416 pounds each.
Four-inch pipes, 260 pounds each.

Will Be Calipered.

Section No. 264. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 265. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variations in Weights.

Section No. 266. Any straight pipe the weight of which is deficient by more than the following percentages of the standard weight, will be rejected:

For pipe 16″ or less in diameter, 5%.
For pipe over 16″ in diameter, 4%.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received the sum of the standard weights of the same number of pieces of the given size by more than two (2) per centum.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Variation of Weight of Special Castings.

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For special castings 12″ or less in diameter	10%
For special castings over 12″ in diameter	8%

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for.

For special castings 12″ or less in diameter	8%
For special castings over 12″ in diameter	6%

The total weight, however, to be paid for shall not exceed for the special castings received the sum of the standard weights of the same number of special castings by more than five (5) per centum.

Straight Pipe Cast Vertically.

Section No. 267. All straight pipes shall be cast vertically, and all pipes twelve (12) inches or more in diameter shall be cast with the hub end down.

Clean and Smooth.

Section No. 268. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

Section No. 269. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

Section No. 270. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Imperfections.

Section No. 271. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings to Be Cleaned.

Section No. 272. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes to Be Coated.

Section No. 273. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 274. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Temperature of Pitch.

Section No. 275. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300°) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Temperature of Casting.

Section No. 276. Every casting shall attain a temperature of three hundred (300°) degrees Fahrenheit, before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To be Inspected Before Dipping.

Section No. 277. No casting shall be dipped until the authorized Inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 278. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise, will be rejected. This test shall be made at the foundry and at the expense of the Contractor.

Weighed and Marked.

Section No. 279. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the Inspector.

Payments.

Section No. 280. For furnishing and delivering on the work the new six (6) inch discharge pipe laid in the invert or on the benches as required, payment will be made at the prices stipulated in Schedule Items 100 and 101. For the laying of such new discharge pipe, or for such other discharge pipe as may be found on the work and utilized, payment will be made at the price stipulated in Schedule Item 101-B. Such discharge pipe will be supported or fastened in such manner as may be approved by the Engineer, and in at least two places for each length of pipe. The cost of such supports or fastenings shall be included in the price paid for laying the pipe, Schedule Item 101-B. The measurements for the above Schedule Items will be as specified in Section No. 283 and will include all the matters referred to therein.

Joints.

Section No. 281. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 282. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Payments.

Section No. 283. For new cast-iron hub and spigot pipe furnished, delivered and actually used, as measured in place in the work, payment will be made at the prices stipulated in Schedule Item 100 and 101. For laying the cast-iron pipe, either new or now on the work, payment will be made at the price stipulated in Schedule Item 101-B, which price is per lineal foot for the actual net length of pipe laid, as measured in place, including specials, also caulking, fastening and all other work, labor and material incidental thereto.

SUBDIVISION 15.

Ducts.

Vitrified Ducts, Quality and Size.

Section No. 286. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches; shorter lengths shall be used only as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes shall be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends shall be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 287. The outside walls and webs of four-way ducts shall be three-quarters (¾) of an inch thick; the outside dimensions of ducts shall be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 288. The ends of ducts shall be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1-16) of an inch.

Glazed.

Section No. 289. The inside and outside of ducts shall be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 300. All ducts shall be subject to inspection, both at the place of manufacture and on the work. All rejected ducts shall be promptly removed by the Contractor at his expense.

How Laid.

Section No. 301. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearings. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 50x60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the ends of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 302. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 303. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 304. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To Be Rodded.

Section No. 305. After the ducts are laid and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 306. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18 shall include only those intended solely for the purpose of the operation of the Railroad.

Duct Manholes.

Section No. 307. Duct manholes shall be built at the sides of the Railroad in connection therewith and as required on the drawings. They may vary in form as may be necessary to accommodate the work to local conditions. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Special.

Section No. 308. At manholes the ducts will be laid to conform to the special conditions.

SUBDIVISION 16.

Gratings, Hand-Rails, Etc.

Steel Gratings.

Section No. 309. Steel gratings shall be provided and placed over fan and other ventilating chambers, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

Measurement and Payment.

Gratings will be measured to the lines as constructed and payment therefor will be made at the price stipulated in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work, labor and material.

Wooden Hand-Rails.

Wooden hand-rails, of one or more horizontal rails and supported on wall brackets or on metal posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, as shown on the contract drawings. Measurements for payment will be per lineal foot of rail and posts in place on the work, complete, and at the price stipulated in Schedule Item 27-A.

SUBDIVISION 17.

Surfaces Restored.

Pavement to be Restored.

Section No. 310. As soon as the structure in any excavation made within a street shall be completed and the trench backfilled, a temporary pavement shall be laid and maintained for at least four months in a condition satisfactory to the Engineer; and whenever after such time the earth shall, in the opinion of the Engineer, have become sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Other Sidewalks May Be Laid.

Section No. 311. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough, or such other officer of the City as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines, or to make arrangements with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving, or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such roadway pavement, sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 312. Payment for all street surface restored will be made at the price stipulated in Schedule Item 30 (h), which price shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface; and of all temporary surfaces that may be necessary to maintain traffic pending the final placing of the permanent paving. The support of the street surface between the street railroad tracks or the rails of each track will not constitute "street surface restored;" that is, the Contractor will not be paid for street surface restored in cases where the original pavement between the street railroad tracks or such rails is not removed and replaced; nor will the area of the top surface of the rails or slot of the street railroads be measured or paid for as "street surface restored."

Measurements.

Section No. 313. The measurement for payment for street surface restored will be to the ordered net lines of excavation.

Outside of Net Lines.

Section No. 314. All other pavement outside of the ordered net lines of excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally as good as that existing previous to the commencement of construction.

SPECIFICATIONS—PART SECOND—STATION FINISH WORK.

SUBDIVISION 1.

General.

Provisions and Requirements to Apply.

Section No. 501. The general provisions and requirements for workmanship and material given in Part First of these specifications are to be deemed to apply to Part Second of the specifications to the extent to which they are applicable. In such matters the decision of the Engineer will, as hereinbefore provided, be final and conclusive.

The Contractor shall make all measurements in the field necessary for the proper execution of his work under this contract.

Grand Central Station Excavation for Foundations.

Section No. 502. Excavation for the foundations of the superstructure to Grand Central Station shall be carried to the depth shown on the plans or as directed by the Engineer. Any other excavation required for the laying of sewers or other pipes, or for any construction not especially mentioned, also all backfill, shall be done in accordance with the requirements applicable thereto in Part First of the Specifications.

All such excavation, including all work, labor and material incidental thereto, shall be paid for at the prices stipulated in the Schedule which are applicable thereto.

SUBDIVISION 2.

Concrete Footings.

Concrete Footings.

Section No. 503. Concrete footings for the superstructure for Grand Central station shall be constructed according to the dimensions shown on the drawings. Wrought-iron anchor bolts of sizes and dimensions shown shall be built into the concrete to hold the wood sill in place. At shaft No. 4 the shaft walls shall be carried up as shown on the drawings to form the foundation for the superstructure. Anchors also shall be built in as described above.

Other Footings.

Section No. 504. Any other footings or piers which are necessary shall be built as directed. The materials and quality of the above concrete shall be the same as specified in Part First of the Specifications.

Payment for Concrete Foundations.

Section No. 505. All such concrete foundation work and all work, labor and material incidental thereto, except the providing of the iron anchors which are to be paid for under Schedule Item 516, shall be paid for at the price stipulated in Schedule Item 6.

SUBDIVISION 3.

Concrete Floors.

Concrete Floors.

Section No. 506. Concrete floors will be required on all platforms and mezzanines of both stations, and for the floor of the superstructure at Grand Central station. For all of this work, except the superstructure at Grand Central station, the foundations are in place. If ordered by the Engineer station platforms or foundations for any other floors shall be built up as required.

Proportions for Concrete Floors.

Section No. 507. All concrete floor finish shall have a minimum thickness of three (3) inches composed of two (2) inches of concrete and one (1) inch of top dressing, laid on concrete foundations. The two (2) inches of concrete shall be made of one (1) part of Portland cement, two (2) parts of sand and four (4) parts of broken stone. Top dressing shall be made of one (1) part of Portland cement and two (2) parts of coarse, white sand.

Quality of Cement, Stone, Etc.

Section No. 508. Cement, stone, sand and water shall be of the quality described under Part First of the Specifications. The stone for the two (2) inch layer shall be three-quarter (¾) inch.

New Concrete, How Placed.

Section No. 509. In placing the new concrete the surface of the old concrete shall first be swept clear of all debris and dirt and well washed. The foundation concrete shall be placed so that after ramming the top of the concrete shall be three (3) inches below and parallel to the finish floor line. After the foundation concrete has set the two (2) inch concrete layer shall be spread to an even thickness and rammed so that the top of the concrete shall be one (1) inch below and parallel to the finished floor line. Before this concrete has set the one (1) inch top dressing shall be laid and troweled to a smooth, uniform surface. The top dressing shall have a good bond so that it will not shell or have a hollow sound. The floor shall be laid out in blocks three (3) feet square, or as directed. These blocks shall be formed by cutting through the two (2) inch layer of concrete, before it has begun to set, with a tool that will make a one-quarter (¼) inch joint. The top dressing shall be marked with a trowel or other suitable tool directly over the joint above described. The floor shall be kept moist and protected until perfectly set.

Payment for Concrete Floor Finish.

Section No. 510. The three (3) inches of concrete floor finish shall be paid for at the price stipulated in Schedule Item 506. Concrete floor foundations for concrete floor finish, except those laid on soil, will be paid for at the price stipulated in Schedule Item 6.

Concrete Floor on Soil.

Section No. 511. For the concrete floor in the superstructure at the Grand Central station, excavation or fill shall be made to twelve (12) inches below the finished floor surface. Upon such subgrade there shall be laid seven (7) inches of cinder thoroughly beaten down and well dampened, then four (4) inches of concrete thoroughly rammed, and one (1) inch of top dressing. Such concrete and top dressing shall be proportioned, laid and finished as described in Sections Nos. 507 to 509, inclusive.

Payment for Concrete Floor on Soil.

Section No. 512. Concrete floors laid on soil shall be paid for at the price stipulated in Schedule Item 505, which price is for floor complete, including all work, labor and material incidental thereto, except that the necessary excavation in connection therewith shall be paid for at the price stipulated in Schedule Item 1.

SUBDIVISION 4.

Cement Base and Cove.

Material.

Section No. 513. A cement base with a two (2) inch cove shall be carried along the base of the walls as indicated on the drawings. This base shall be composed of one (1) part of Portland cement and two (2) parts of clean sand, and shall be finished straight and true and rubbed to a smooth surface projecting one-quarter (¼) inch from the face of the finished wall.

Payment.

Section No. 514. Payment for the cement base and cove, including all incidental work, labor and material, will be made at the price stipulated in Schedule Item 507. No additional allowance will be made for any variation in thickness or height where such variation is necessary to properly connect with the adjacent finish.

SUBDIVISION 5.

Parapet Coping.

Material.

Section No. 515. Parapet copings shall be composed of one (1) part Portland cement and two (2) parts of clean sand and shall be built as indicated on the drawings, over parapet walls of the superstructures at Grand Central station and shaft No. 4. They shall run straight and uniform without joints and shall be troweled to a smooth finish. Corners shall be properly mitered.

Payment.

Section No. 516. Payment for parapet copings, including all incidental work, labor and material, will be made at the price stipulated in Schedule Item 508, the length being measured along the centre of the coping.

SUBDIVISION 6.

Brick Masonry.

General.

Section No. 517. Brick walls where called for on station finish drawings shall be of the thickness indicated, and shall run true and plumb; bricks shall be equal to best quality North River brick, hard, well burned, well shaped, even in color, and shall be laid in cement mortar. Joints shall be finished smoothly.

Payment.

Section No. 518. Payment for above brickwork will be made at the price stipulated in Schedule Item 509, which price shall include all necessary scaffolding and other work, labor and material incidental thereto.

SUBDIVISION 7.

Ornamental Iron Work.

General.

Section No. 519. All materials shall be of the best quality and workmanship. The Contractor shall set all plates, brackets and supports necessary, and do all necessary cutting of concrete and other masonry. Where expansion bolts are required holes are to be drilled to the exact size for the bolt; no packing will be allowed.

High Gate.

Section No. 520. The gate on the south side of Jackson avenue station shall be run on ball-bearing sheaves. A design for tracks and sheaves shall be submitted to the Engineer for approval. The gate shall be provided with the necessary guide and stop. Iron railings shall be firmly set in place where indicated on the drawings and shall run true and plumb. For typical details see drawing No. C-1008.

Payment for High Gate.

Section No. 521. The above-mentioned iron gate shall be furnished with all necessary hardware, and shall be installed so as to operate properly and smoothly, and shall be paid for at the price stipulated in Schedule Item 512. Such price shall include all necessary painting as specified in subdivision 18, and all other incidental work, labor and material.

Straight Iron Railings.

Section No. 522. Iron railings running horizontally will be measured according to their total length and will be paid for at the price stipulated in Schedule Item 510.

Such price shall include all necessary painting as specified in subdivision 18, and all other incidental work, labor and material.

Iron Railings on Bevel.

Section No. 523. Iron railings running on a bevel such as along stairs shall be measured by the square foot and paid for at the price stipulated in Schedule Item 511. Such price shall include all necessary painting as specified in subdivision 18, and all other incidental work, labor and material. In computing such measurement the height shall be taken from the run line of stair (intersection of upper edge of riser with tread) to the top of top rail.

SUBDIVISION 8.

Carpenter Work.

Lumber.

Section No. 524. All lumber shall be of the dimensions given and shown on the drawings, shall be cut from sound, live timber, free from loose or rotten knots, worm holes, wind shakes or splits; well seasoned, straight grained, square edged and, free from any and every defect impairing its strength and durability.

Section No. 525. The roof beams of the superstructure for Grand Central station and shaft No. 4, shall be of yellow pine and of sizes and spacing shown. The studs, sills, plates and bracing may be of hemlock of sizes shown, the studs to be spaced sixteen (16) inches on centres. Ceilings shall be furred where shown with 2x4 inch timbers, securely hung from rafters and braced when necessary.

Framings for Walls and Partitions.

Section No. 526. Wood framing for walls and partitions, including all necessary bracing, double studding at corners and around all window and door openings, the proper fastening of the plates with iron anchor bolts where required and all other necessary work, labor and material incidental to first-class work, shall be measured according to total area of such walls and partitions without deductions for openings and paid for at the price stipulated in Schedule Item 515.

Anchor Bolts for Wood Framing.

Section No. 527. Anchor bolts shall be set in masonry as indicated on the drawings, for superstructure at shaft No. 4 and at any other place that may be required. Such bolts shall be of sizes shown and shall be of approved material and workmanship, and shall be paid for at the price stipulated in Schedule Item 516, which price includes payment for all incidental work, labor and material. (See Section No. 519.)

Framing for Roofs.

Section No. 528. Wood framing for roofs shall include free standing posts and girders and all work, labor and material incidental thereto, and shall be paid for on a basis of total area of roof at the price stipulated in Schedule Item 517.

Furring.

Section No. 529. All furring for ceilings, including all work, labor and material incidental thereto, shall be paid for at the price stipulated in Schedule Item 518 according to total area of ceiling furred.

Sheathing.

Section No. 530. The exterior sidewalls and roofs of the superstructure at Grand Central station and at shaft No. 4, also the exterior sidewalls of Despatcher's office at Grand Central station, shall be sheathed with 7/8x6 inch dressed, tongued and grooved yellow pine or spruce sheathing. All vertical surfaces shall be sheathed diagonally. All sheathing shall be measured as to total area sheathed, openings not included, and payment shall be made at the price stipulated in Schedule Item 519, which includes payment for all incidental work, labor and material.

Marquise.

Section No. 531. The brackets, beams and rafters of the marquise to the superstructure at Grand Central station shall be of sizes and detail shown on the drawings. The sheathing shall be 7/8x3 inches, tongued and grooved, V-jointed yellow pine. The roof of the marquise shall be covered by tin as specified in Subdivision 14, "Tin Roofing," properly flashed against the abutting wall and provided with a galvanized iron gutter and spout. The marquise shall show neat workmanship throughout.

Section No. 532. Payment shall be made in a lump sum for marquise at the price stipulated in Schedule Item 522, which price shall include all work, labor and material incidental to a complete job, and painting as specified in subdivision 18.

Wood Floors.

Section No. 533. The Contractor shall place sleepers sixteen (16) inches on centres in the rough concrete floors of the ticket booths; he shall provide such floor framing as is indicated on the drawings for floors of Despatcher's office at Grand Central station and Switch Tower shown on drawing No. 503, and shall first cover such sleepers and floor framing with 7/8x6 inch tongued and grooved yellow pine dressed flooring, and then lay diagonally No. 2 yellow pine flooring.

Section No. 534. All such floors as above stipulated in Section No. 533, including all such sleepers, framing, and other work, labor and material necessary to provide a neat and secure job, and any other floors of this kind that may be required, shall be paid for at the price stipulated in Schedule Item 520.

SUBDIVISION 9.

Wood Railings at Stations.

General.

Section No. 35. A temporary rail shall be built on either side of the stairs from mezzanine to superstructure of Grand Central station, also temporary rails for the stair opening of the exit and entrance stairs at the street level for the Jackson Avenue station. All of the above mentioned rails shall be of dressed spruce of sizes and dimensions shown on the drawings.

Temporary Railings.

Section No. 536. All such wood railings shall be measured according to total length of railing, such length to be taken along the centre and parallel to the top of the railing and shall be paid for at the price stipulated in Schedule Item 513. Such price shall include all painting as specified elsewhere, drilling of masonry, furnishing of expansion bolts, and all other work, labor and material incidental to a complete and secure job.

Oak Hand-Rails.

Section No. 537. The Contractor shall provide along both sides of all stairs a hand-rail of well seasoned oak, of section indicated on typical drawing No. C-1008. Such hand-rails shall be sandpapered to a smooth finish and all ends made to turn against the abutting surface against which they are to finish with a cast plate. The Contractor shall provide all brackets necessary for a firm support, drill all holes and furnish all screws, expansion bolts, etc., for properly securing brackets.

Section No. 538. Oak hand-rails will be measured according to their total length and paid for at the price stipulated in Schedule Item 514, which price shall include all bends and painting as specified in subdivision 18, and all other incidental work, labor and material.

SUBDIVISION 10.

Doors and Windows.

Door Frames.

Section No. 539. Door frames shall be one and three-quarter (3/4) inch yellow pine, the frame to be secured to metal wall plugs and anchored as required.

Trim.

Section No. 540. All of the interior window and door trim shall be of straight oak and of design and dimensions shown. All trim shall be carefully fitted and put up with countersunk nails.

Window Frames and Sash.

Section No. 541. All window frames shall be furnished and set where required, made according to detail prescribed, of best quality dry, well seasoned white pine (except the back lining and pulley stiles of double hung windows which shall be of N. C. pine) free from all defects. The stop beads in all window frames shall be secured with 1¼-inch No. 10 round-headed screws. All boxes shall be divided with wood partitions to divide the sash weights. The number, style and sizes of windows shall be in accordance with the drawings.

Section No. 542. All sash shall be furnished, fitted, glazed, hung and finished in the most accurate manner. They shall be 1⅞ inches thick and double hung unless otherwise shown.

All double-hung windows shall have 2½ inch square grooved pulleys, with turned wheels, the plate to be properly fitted and secured to frame. All double-hung windows shall be provided with chain and iron or lead weights.

Section No. 543. All of the sash shall be glazed with first quality, single, thick sheet glass and back puttied. No glass shall be set until the rabbets for the glass of exterior sash have had one coat of white lead paint.

Sash in the toilet rooms of the superstructure of Grand Central station shall be hinged at the bottom.

Payment for Double Hung Windows.

Section No. 544. All double-hung windows shall be furnished and paid for at the price stipulated in Schedule Item 526. Such price shall include all work, labor and material for such windows complete, including frames, all necessary painting as specified in subdivision 18, hardware and trim, with all parts finished in a workmanlike manner.

Payment for Hinged Windows.

Section No. 545. All windows marked "hinged" on the drawings shall be furnished and paid for at the price stipulated in Schedule Item 527, which price shall include all work, labor and material for such windows complete in place, including frames, all necessary painting as specified in subdivision 18, hardware and trim.

Doors.

Section No. 546. Doors shall be built up of small pieces of white pine properly framed and glued together, paneled in sizes shown on the drawings, with 3-16 inch oak veneer on both sides, except doors type "G" for toilets, which shall be of quartered oak one (1) inch thick and paneled as shown on drawing, and except also the vestibule doors of the superstructure for Grand Central station, which shall be made up of two thicknesses of 7/8 inch straight oak paneled and glazed with small panes of 3-16 inch plate glass. These doors shall be furnished with door checks, bronze head and kick plates, and small enameled exit and entrance signs. (See hardware specifications.)

Doors "D" shall have upper panel in louvres.

Doors "E" shall have upper panel in glass, for switch tower and despatcher's offices.

Doors "F" shall have bronzed grills and hinged sash in upper panel, sash to be glazed with 3-16 inch American plate glass.

Payment for Wood Doors.

Section No. 547. Payment for wood doors shall be at the price stipulated in Schedule Item 524. Such doors to be furnished as above specified shall include frames, all necessary painting as in subdivision 18, hardware, trim and all other incidental work, labor and material, except doors marked "F" in ticket booths, for which the glazed sashes and bronze grilles are to be furnished as part of ticket-booth equipment at the price stipulated in Schedule Item 521. The two posts of door type "G" shall be considered as one door. All doors shall be properly hung and made to operate in correct manner.

Metal Doors.

Section No. 548. All doors marked metal on plan shall be made of No. 18 gauge rust-proof iron ("Toncan" metal, "Allegheny" or "American Ingot" iron). The metal shall be properly reinforced and all joints shall be locked together in a deep reinforced slotted flange with a continuous electric weld.

All doors shall be 1¾ inches thick, unless otherwise specified, of height and width to conform to the openings as constructed, and with panels, mouldings and trim as indicated on the drawings.

Switch and Panel Board Doors.

Section No. 549. Switch and panel board doors shall be 1⅛ inches thick glazed with 3-16 inch American plate glass. Switchboard door shall be hung on approved hangers, tracks, ball-bearing carriages with roller guides at bottom.

Metal Door Frames.

Section No. 550. The door frames to metal doors shall be made of 1¾ inch yellow pine covered with metal as heretofore specified. Door stops shall be planted to the frame.

Baked Finish for Metal Doors and Frames.

Section No. 551. All interior surfaces of metal work which are not accessible after erection, shall be given two (2) coats of metallic paint before assembling. All exterior surfaces of metal work shall be given (7) coats as follows: Filler coat, body coat, three (3) coats of enamel and two (2) coats of varnish. Each shall be thoroughly dried and baked before the following coat is applied.

Payment for Metal Doors.

Section No. 552. Metal doors, furnished with all necessary hardware and metal covered frames and including all other incidental work, labor and material, shall be paid for at the price stipulated in Schedule Item 523. (See typical drawing No. 1008.) Where a door is composed of two parts or leaves, each part shall be considered and paid for as one door.

Payment for Switch and Panel Board Doors.

Section No. 553. Switch board and panel board doors, as indicated on typical drawing, including all necessary hardware and other incidental work, labor and material, shall be paid for at the price stipulated in Schedule Item 525.

SUBDIVISION 11.

Ticket Booth Equipment.

Material.

Section No. 554. All ticket windows shall have bronze grilles and frames as shown. Main pieces of grilles shall be ¼x½ inch with 3-16x7-16 inch pieces for design or filling. Grilles shall be properly secured with round headed bronze screws. The Contractor shall glaze windows with American plate glass in thickness as shown. The glass shall be set in a frame of bronze of approved make, with pivoted door and sash in the centre panel to swing on. Simple fastening for door shall be provided. On the booth side of the lower part of the sash, a brass door with knob and fastener as shown shall be provided. The door shall slide on a top track of brass pipe and against knee pieces properly secured to the glass shelf below. A plate-glass sign with 1½ inch copper letters, mounted on the back of the glass shall be provided and set in the bronze frame as directed. Material for grilles on doors of booths shall be the same as noted above, with the exception of the filling for grilles which shall be ⅛x7-16 inch, and of design shown in details. Glazed sash in bronze frame properly hinged shall be provided for doors of booths. Where shown on drawings of details, bronze register faces secured to cast-iron frame with movable louvres shall be furnished and set.

The Contractor shall provide oak ticket shelves 1½ inches thick, and support same on bronze brackets as indicated; he shall also provide a plate-glass coin shelf with three change pockets for each ticket window, glass to be let into the oak ticket shelf and to finish flush with top of same; he shall also provide a sheet of green felt under the coin shelf. Cash drawers of oak shall be divided inside, as directed, and shall slide smoothly on metal rollers. The Contractor shall furnish closet and shelves as shown of one inch oak. The Contractor shall provide foot rests of oak and support same on galvanized iron brackets. Where shown he shall provide cleats for coat hooks, also one pair of rollers and one stop for each drawer. For typical details see drawing No. C-1008.

Payment.

Section No. 555. All equipment as specified above, properly installed, shall be paid for in a lump sum at the price stipulated in Schedule Item No. 521. Such price shall include all necessary painting and hardware. (See Hardware Specifications, subsection 19.)

SUBDIVISION 12.

Metal Lath and Plastering.

Metal Lathing.

Section No. 556. The Contractor shall cover the interior and exterior walls and partitions of the superstructure and Despatcher's office at Grand Central station, the superstructure at shaft No. 4, also the ceiling of superstructure at Grand Central station, unless otherwise shown, with expanded metal lath or its equal, stretched so that there will be no bulges or irregularities and secured to studs with galvanized iron staples. Where lathing is to be placed on sheathing, wood strips ½ in. x 1½ in. shall be nailed to boards every twelve (12) inches to form a space for the "key" behind the lathing.

Section No. 557. All necessary metal lathing properly secured in place shall be furnished in connection with the plastering and payment therefor is deemed to be included in the prices stipulated in Schedule Items 503 and 504.

General.

Section No. 558. These specifications are intended to cover the complete plastering work as shown on the drawings for station finish.

All work must be executed to the satisfaction of the Engineer.

Where hydrolithic plaster is called for it is intended to make such surfaces watertight and damp proof.

The surfaces to be waterproofed shall be mechanically roughened by pean hammering or by other means so as to expose the aggregate, and all soft sections of the lining are to be cut out and replaced with waterproof cement concrete. The surfaces are to be thoroughly cleaned with wire or rattan brushes and washed with clean water so as to remove all dirt or other foreign matter, in order to obtain a good bonding.

All wall and ceiling angles shall be coved. All coats of plaster on lath shall be put on to finish straight, plumb and true.

Guarantee.

The Contractor guarantees plastering on lath to remain in good condition for twelve (12) months from date of the final completion and acceptance of the Works.

The Contractor guarantees all hydrolithic plastering to be watertight for a period of three (3) years from the date of the final completion and acceptance of the Works, and he shall promptly repair at his own expense any leaks appearing in the waterproofing during that period.

Hydrolithic Plaster.

Section No. 559. The Contractor shall plaster the entire walls and ceilings, including the mezzanine and escalator shaft, at Grand Central station, the entire walls and ceilings, columns on platforms and partitions where plaster is called for at Jackson Avenue station, also the interior of the switch tower with an approved hydrolithic plaster.

The mortar composing hydrolithic plaster shall consist of one (1) part cement and two (2) parts of sand of quality specified in Part First, to which an approved waterproofing compound has been added as per specifications of the manufacturer.

All surfaces to be waterproofed shall receive three (3) coats of waterproof cement mortar, or more if required, to render such surfaces watertight, same to be applied in two (2) or more scratch coats and a finish coat, the latter to be troweled to a smooth and even finish, free from all pits, holes or other imperfections.

Section No. 560. The Contractor shall cover all of the interior surfaces where metal lath is called for, with an approved hard wall plaster which shall be brought to the work in the original packages and used as per direction on the outside of the package. The finish throughout shall be a white, hard finish, polished to a surface, free from brush marks and other defects.

Stucco.

Section No. 561. The Contractor shall cover all of the exterior surfaces where metal lath is called for with a scratch coat to consist of one part of approved brand Portland cement, two parts clean, sharp sand and one part Mortar Supply Co.'s scratch coat or its equivalent. The second coat shall consist of one part of approved brand Portland cement and three parts of clean, sharp sand. Walls shall have a smooth, troweled finish and shall be protected and moistened from time to time until thoroughly set.

Payment for Hydrolithic Plaster.

Section No. 562. All hydrolithic plastering, including necessary scaffolding and all other work, labor and material incidental to first-class work, shall be paid for at the price stipulated in Schedule Item 502 according to total area covered, openings not to be included.

Payment for Plastering on Metal Lath.

Section No. 563. All interior plastering on metal lath shall be measured and paid for according to the total area covered, openings not to be included, at the price stipulated in Schedule Item 503. Such work shall include all metal lathing, necessary scaffolding, and all work, labor and material incidental to thorough workmanship.

Payment for Stucco.

Section No. 564. Stucco work, including all metal lathing, necessary scaffolding, and all work, labor and material incidental to properly complete such stucco, shall be paid for according to the total area covered (openings not to be included) at the price stipulated in Schedule Item 504.

SUBDIVISION 13.

Tile.

Quality of Tile.

Section No. 565. The sidewalls of toilet rooms at Grand Central station and Jackson Avenue station shall be fitted with first quality, white glazed tile. No seconds will be allowed. Strong contrasts in color shall be avoided. No broken or imperfect tile shall be used, and the tile shall be laid perfectly true, plumb and straight, and jointed in gray. All angles and corners shall have bent tile to conform to the radii indicated on the drawings.

Setting.

Section No. 566. All tile work shall be set in Portland cement mortar.

Section No. 567. The Contractor shall thoroughly clean and wet all walls to be covered with tile before applying the scratch coat. The scratch coat shall consist of a Portland cement mortar mixed in the proportion of one (1) volume of cement and three (3) volumes of sand, and shall be put on perfectly straight and true.

Before the final acceptance of the tile the Contractor shall be required to remove and replace all imperfect or improperly imbedded tiles at his own expense. Samples of the tile shall be submitted to the Engineer for approval before proceeding with the work.

Payment.

Section No. 568. Payment for tile will be made at the price stipulated in Schedule Item 501. This price shall include the scratch coat, all combinations of curved and straight tile, and all other incidental work, labor and material. All tile will be measured in place on the walls, and only the actual net area of the tiled surface will be paid for.

SUBDIVISION 14.

Tin Roofing.

Quality of Tin.

Section No. 569. Where called for, as on superstructures at Grand Central station and shaft No. 4, the roof boarding shall be covered with an approved black roofing fabric properly lapped and nailed down before applying the tin. The tin shall consist of approved "I. C." tinned iron plates 20 in. x 28 in. sheets weighing two hundred and twenty-four (224) pounds per box of one hundred and twelve (112) sheets, or other sizes as required. Seams shall be carefully soldered and nailed with tin nails.

Flashing.

Section No. 570. Tin shall be flashed against the inside of parapet walls up to the point where it will be covered by the cement copying as shown on drawings. Flashing shall be carefully made around any pipes projecting through the roof, also around sky lights, to a height of twelve (12) inches.

Guarantee.

Section No. 571. The Contractor shall at his own expense repair any defect of roofing, or any other matters referred to in this subdivision, for a period of twelve (12) months after the final completion and acceptance of the Works.

Payment.

Section No. 572. All tin roofing and flashing (except as provided in Section No. 531) shall be measured and paid for according to total area covered, at the price stipulated in Schedule Item 528. Such cost shall include all roofing felt as specified, and all other work, labor and material incidental to a thoroughly weatherproof job.

Gutters and Leaders.

Section No. 573. For superstructures at Grand Central station and at shaft No. 4, the Contractor shall provide galvanized iron gutters and leaders as shown. Galvanized iron shall be of No. 20 gauge, all seams to be well soldered. Gutters shall be given proper grade and shall be securely fastened; riveting shall be done with galvanized iron rivets and washers.

Leaders shall be provided where indicated on drawings, and shall be securely fastened and properly mitered and soldered and be made to run well into cast-iron pipes at the bottom.

Payment for Gutters and Leaders.

Section No. 574. Gutters and leaders painted as specified elsewhere, including all work, labor and material incidental to a complete job, shall be paid for at the price stipulated in Schedule Item 529 according to total length in place.

Skylight.

Section No. 575. Where shown on the drawing at Grand Central station, the Contractor shall place a skylight to be constructed in a most substantial manner of No. 20 gauge galvanized iron with all necessary supporting bars, condensation gutters and top vent, glazed with ¼ in. wired glass. Size and type to conform to drawing.

Payment for Skylights.

Section No. 576. Skylights shall be furnished and set up as above specified, with metal properly painted, and shall be paid for at the price stipulated in Schedule Item 530, which includes payment for all incidental work, labor and material.

SUBDIVISION 15.

Galvanized Iron Work.

Payment for Crimped Galvanized Iron—General.

Section No. 577. In the superstructure over shaft No. 4, the ceiling and interior walls where so indicated on drawing shall be covered with crimped galvanized iron of approved quality. Sheets shall be properly lapped and joints neatly and securely nailed down. All corners and angles shall be properly bent and all finishes against abutting surfaces shall be tight fitting.

Section No. 578. The net total area covered shall be paid for at the price stipulated in Schedule Item 531, which includes payment for all incidental work, labor and material.

Louvres, and Payment Therefor.

Section No. 579. The Contractor shall provide and build in place on the superstructure over shaft No. 4 where shown on the drawings, a framework of yellow pine covered on the exposed surfaces with galvanized iron, securely fastened together and properly set in position. These frames are to hold a series of louvres made of No. 20 guage galvanized iron stiffened with ¼ in. round iron bars as shown on drawing. Louvres shall be held in place by letting bars into the framework on the sides.

Payment for Louvres and Frames.

Section No. 580. Framework and louvres including trim metal covering and all other incidental work, labor and material shall be paid for at the price stipulated in Schedule Item 532. The area shall be measured over outside edge of framework.

SUBDIVISION 16.

Turnstiles.

General.

Section No. 581. The Contractor shall provide and set in place at Jackson Avenue station, where indicated on the drawings, an extra turnstile. He shall drill necessary holes into floor, ceiling and wall and provide necessary sockets and an approved locking device, also all necessary hardware. Oak arms of the turnstile shall be securely fastened and properly spaced as shown on typical drawing No. C-1008. All work in connection with the turnstile shall be made strong and able to withstand hard usage.

Curved partition shall be securely fastened to walls; surface boarding shall be ⅞ in. x 2 in. tongued and grooved V-jointed, well seasoned oak, the corners of the partition to be rounded as shown on typical drawings. The Contractor shall provide a base of oak as shown. All oak shall be free from imperfections and shall be sandpapered to a smooth finish.

Payment.

Section No. 582. Each turnstile furnished complete as specified and shown on typical drawing, painted as specified in subdivision 18, and put in proper working order, shall be paid for in a lump sum at the price stipulated in Schedule Item 533.

SUBDIVISION 17.

Signs.

Wood Signs.

Section No. 583. Wood signs of the type shown over the entrance to the superstructure at Grand Central station are also to be provided and secured to the wood rails at entrance and exit stairs at Jackson Avenue station. Such signs shall be painted on boards of well-seasoned white pine ⅞ in. thick, free from knots and shakes, smoothly finished and properly grounded. Lettering shall be neatly executed according to an approved type. The Contractor shall secure signs to rails in an approved manner.

Payment for Wood Signs.

Section No. 584. Wood signs in place, including all incidental work, labor and material, shall be paid for at the price stipulated in Schedule Item 534.

Enameled Iron Signs.

Section No. 585. Enameled iron signs shall be of a type shown on "Entrance Doors," as shown on typical drawings, shall be of proper sizes as required, submitted to the Engineer for approval and shall be secured as directed.

Payment for Enameled Iron Signs.

Section No. 586. Enameled iron signs in place, including all incidental work, labor and material, shall be paid for at the price stipulated in Schedule Item 535.

Illuminated Signs.

Section No. 587. Over the entrance to the superstructure at Grand Central station the Contractor shall provide and set in proper place an illuminated sign of the size shown on the drawings. It shall be constructed in an approved manner of metal frame and sheetwork, and shall be composed of copper letters mounted and backed by polished plate wire glass, and furnished with an enameled iron reflector properly made and set inside of the sign. All necessary trim metal covered and all other work in connection with such illuminated sign shall be furnished by the Contractor, except the wiring and the incandescent lamps. Provision shall be made for carrying the electric wires to such sign.

Payment for Illuminated Signs.

Section No. 588. The illuminated sign in place, as above specified, including all incidental work, labor and material, shall be paid for at the price stipulated in Schedule Item 536.

SUBDIVISION 18.

Painting.

General.

Section No. 589. All painting materials shall be strictly pure, the best obtainable, and shall be applied in a careful and satisfactory manner. The backs of all windows and door frames, trim, and all sash shall be primed before being taken to the building with a good coat of lead and oil paint. Pulley stiles and parting strips shall receive two good coats of raw linseed oil. All exposed woodwork, unless otherwise specified, shall receive two finished coats of pure white lead mixed with pure linseed oil and turpentine, and strictly pure colors (ground in oil) suitable for the effect required.

Painting of Iron Work.

Section No. 590. All iron and steel work shall receive a shop coat of red lead and linseed oil, as specified in Part First, before leaving the shop. After erection all iron work shall receive two coats of fresh paint of approved quality and color. The shop coat will be sandpapered and all rust removed with wire brushes. The first finishing coat shall be sandpapered.

Varnish.

Section No. 591. Oak hand rail shall be sandpapered smooth, removing all mill marks, and painted with one coat of filler and two coats of spar varnish of approved quality. All of the wooden doors and trim (unless otherwise specified or directed) shall be scraped and sandpapered and shall be free from scratches. It shall be filled with an approved filler and shall be given three coats of an approved varnish, the first two coats to be rubbed down with hair cloth or curled hair, the last coat to be rubbed down with powdered pumice stone and water and left with a dull gloss in perfect condition.

The front doors of the superstructure at Grand Central station, also the marquise over the vestibule shall be given one coat of filler, then stained and finished with two coats of spar varnish.

Payment of Sheet Metal Work.

Section No. 592. All the sheet metal work of the two superstructures, louvres, crimped iron, tin roofs, gutters, leaders, etc., shall receive two coats of an approved metallic paint.

Painting on Plaster.

Section No. 593. On interior plaster walls of the superstructure at Grand Central station the Contractor shall paint a dado five feet high over the top of the cement base. Plaster surfaces shall be properly sized and painted with two coats of an approved zinc and lead paint of a color as directed.

Payment for Painting.

Section No. 594. Painting, including all incidental work, labor and material, of all wood and iron railings, gates and turnstiles, doors and windows, including frames and trim, all gutters and leaders, also marquise and all other necessary painting not included in items mentioned in Section No. 595, is to be furnished as part of the work and will not be paid for separately under any Schedule Item.

Section No. 595. Payment for painting, except as otherwise provided, shall be made at the price stipulated in Schedule Item No. 537, and will be for the total area covered. Such painting will include the painting of the dado, as specified, for the superstructure at Grand Central station, all tin roofs and flashing and all crimped metal work and galvanized iron frames and louvres at superstructure over shaft No. 4. The above price shall include all incidental work, labor and material necessary to properly execute and complete such painting.

SUBDIVISION 19.

Hardware.

General.

Section No. 596. These specifications are intended to cover all the hardware required at the stations and approaches thereto. In case of an omission to specify what shall be used, the Contractor shall furnish the necessary hardware, as required, equal in all respects to the material called for under these specifications.

The general arrangement, details of construction and finished work shall be satisfactory to the Engineer.

All hardware, excepting door checks, shall be made of solid bronze metal, without lacquer, and shall be of weight, quality and design equal to samples filed in the office of the Engineer.

Butts.

Section No. 597. Butts shall be five (5) inches by five (5) inches unless otherwise specified and shall be made of heavy wrought metal, self-lubricating, and bushings shall run the full length of knuckles.

Locks.

Section No. 598. Locks for doors shall have all brass inside works, with four steel tumblers unless otherwise specified, shall centre on lock stiles, and shall operate under approved key ystems, as hereinafter specified.

Doors to ticket booths shall have cylinder locks, with cylinder inside of knob.

Panel and switchboard doors and all drawers shall have heavy pin tumbler cabinet locks, and shall operate under approved key systems, as hereinafter specified. Sliding doors for switchboards shall be fitted with locks which shall operate under the same key system as the swinging doors. The key system shall conform with that now in use by the Interborough Company.

Keys.

Upon the completion of the work and before final acceptance the Contractor shall furnish to the Engineer a complete set of keys for each station as follows:

Two keys for each lock, except for the doors to ticket booths, which shall have three keys each. Two master keys for each station for each system, and two grand master keys for each station. All keys shall be furnished with metal tags, secured with wire, and each tag shall have stamped thereon the name of the station and the number of the key as hereinafter noted under "Key Systems."

Section No. 599. All knobs shall be ball bearing, screwless pattern, with sleeve adjustment.

Door Checks.

Section No. 600. Door checks shall be fastened to the doors with plates, the bolts running through the doors and nuts being headed on.

Door Stops.

Section No. 601. All doors shall be furnished with either combined door stops and hooks or rubber covered chains. Door stops shall be secured to the masonry walls or floors with expansion bolts as directed. The Contractor shall use stop or chains as directed by the Engineer.

List of Hardware.

Type "A" Door.

Section No. 602. Door Type "A." One heavy mortise lock complete, ornamental knob and escutcheon outside, plain knob and rosette inside.

1½ pair loose pin butts 5 in. x 5 in.
1 rubber covered chain or 1 door stop, as may be designated for each door.

Type "B" Door.

Section No. 603. Door Type "B." One heavy mortise lock complete, ornamental knob and escutcheon outside, plain knob and rosette inside.

3 pairs loose pin butts 5 in. x 5 in.
2 flush bolts.
2 rubber covered chains or two door stops, as may be designated for each pair of doors.

Type "D" Door.

Section No. 604. Door Type "D." One heavy mortise lock complete, dead lock with key plate outside for toilet doors.

1½ pair loose pin butts 5 in. x 5 in.
1 push plate.
1 door pull.
1 door check.
2 kick plates.
1 rubber covered chain or 1 door stop, as may be designated, for each door.
1 enameled iron sign "Men" or "Women."

Type "E" Door.

Section No. 605. Door Type "E." One heavy mortise lock complete, ornamental knob and escutcheon on outside, plain knob and rosette inside.

1½ pairs loose pin butts 5 in. x 5 in. for each door.
1 rubber covered chain or 1 door stop, as may be designated, for each door.
2 flush bolts where double doors are shown.

Type "F" Door.

Section No. 606. Door Type "F." One unit lock complete, ornamental knob and escutcheon on outside, plain knob and escutcheon and thumb piece inside.

1½ pairs loose pin butts 5 in. x 5 in.
1 rubber covered chain or 1 door stop, as may be designated, for each door.

Type "G" Door.

Section No. 606a. Door Type "G."

For each leaf.
1 spring hinge.
1 pivot and socket.

Each pair of doors to be equipped with throw latch, with rubber bumper on each door combined with latch.

Panel Board Door.

Section No. 607. Doors for panel boards. One heavy pin tumbler cabinet lock.

1½ pairs fast joint butts 3 in. x 3 in.

Switchboard Door.

Section No. 608. Doors for switchboards. One heavy pin tumbler cabinet lock.

1½ pairs fast joint butts 3 in. x 3 in. (swinging doors).
2 ball bearing carriages, case hardened (sliding doors).
One track of cold drawn steel (sliding doors).
Two roller guides (sliding doors).
One flush door pull (sliding doors).

Ticket Booth Hardware.

Section No. 609. Ticket booths. One drawer pull for each drawer.

½ dozen coat and hat hooks.
1 heavy pin tumbler cabinet lock for each drawer.
2 pair fast joint butts 3 in. x 3½ in., 1 spring cupboard turn and 2 book-case bolts for each pair of closet doors.
(See Type "F" specifications for ticket booth door hardware.)

Entrance Doors to Grand Central Station.

Section No. 610. Entrance doors to Grand Central station superstructure. For each door:

1½ pairs loose pin butts 5 in. x 5 in.
1 push plate.
1 door check.
2 kick and 1 hood plate.
1 rubber covered chain or 1 door stop.
1 small enameled iron sign "Exit" and "Entrance."

Double Hung Windows.

Section No. 612. The Contractor shall provide each double-hung window with approved sash lock, two (2) flush lifts and with a deep brass socket screwed on, and a window pole with brass hook for each set of windows.

Hinged Windows.

Section No. 613. The Contractor shall provide each casement sash with two (2) fast joint butts 3½ in. x 3½ in., a spring catch and strong chain.

Payment.

Section No. 614. All hardware specified in place, including all incidental work, labor and material, except door checks (Section No. 600), shall be furnished in connection with windows, doors, etc. Payment for same will be deemed to be included in the prices stipulated in the Schedule for such windows, doors, etc.

Section No. 615. Door checks complete, in place, shall be furnished for all front doors in the superstructure at Grand Central station and elsewhere, as may be directed, and shall be paid for according to the number installed and at the price stipulated in Schedule Item 538, which includes payment for all incidental work, labor and material.

SUBDIVISION 20.

Electric Work.

Conduits.

Section No. 617. All electric conduit shall be of the best grade standard weight wrought iron or steel piping, protected inside and out by a coat of zinc, enamel or other approved preservative. All conduit shall be delivered to the work in bundles of full length pipes, each length marked with the trademark of the manufacturer. All conduit shall bend cold ninety (90) degrees about a radius equal to ten (10) diameters without sign of flaw or fracture.

Cleaning.

Section No. 618. All conduit shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable. All joints shall be made with standard couplings.

Protection.

Section No. 619. Conduit to be built into the masonry or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Supports.

Section No. 620. Conduit not built into the structure shall be supported by approved galvanized iron pipe straps located not more than ten (10) feet apart, secured to the columns or beams with machine screws and to masonry with approved expansion bolts, and they shall be kept boxed or otherwise suitably protected from injury.

Iron Caps.

Section No. 621. Conduit shall be protected at all times from the entrance of water or other foreign matter, being well plugged over night and furnished with iron caps if to be left dead ended. Special care shall be taken with conduit which is to be buried in masonry to prevent it becoming choked with cement.

Bends and Offsets.

Section No. 622. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be used. Not more than two (2) right angle bends shall be made between any two (2) outlet boxes without special approval of the Engineer.

Fittings.

Section No. 623. All elbows, fittings, boxes or other materials installed on this work shall be protected inside and outside by a coat of zinc, enamel or other approved preservative. All joints and connections shall be well treated with red lead and made watertight. Boxes shall be set square with adjacent ceiling, floor wall or beam line, and shall have all conduit enter squarely.

Placing of Conduits.

Section No. 624. Conduit shall be so placed in the floor that no portion of same shall be less than two (2) inches from the finished floor surface, except where the steel floor construction makes less cover unavoidable; in the latter case a minimum cover of one and one-half (1½) inches will be permitted. In sidewalls and ceilings the conduit shall be placed far enough back to clear the tiling or other surface finish.

Outlet and Pull Boxes.

Section No. 625. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and the conduit shall be screwed into these openings and made up with red lead to effect a watertight joint. All conduit ends inside of the boxes shall be fitted with bushings. Covers shall be of cast iron and watertight, and no other boxes or covers shall be used except under special permission of the Engineer.

Location of Outlet Boxes.

Section No. 626. Outlet boxes shall be placed at all light locations, as indicated on the drawings. Boxes shall be firmly and permanently secured in place, and if held with screws passing through the back, shall be made watertight by means of a lead washer under the screw head. No box shall be drilled for more conduits than actually enter the same.

Location of Pull Boxes.

Section No. 627. Pull boxes shall be provided where indicated on the drawings, or where, in the opinion of the Engineer, they are necessary. These boxes shall be of ample size to receive all conduits entering upon them without crowding. All boxes shall be accessible when wall or ceiling finish is in place, and where covers are exposed on finished wall or ceiling they shall be secured to the box with button head brass machine screws and painted with two (2) coats of approved flat white and one (1) coat of approved white enamel.

Heater Boxes.

Section No. 628. Heater boxes shall be of cast iron with approved white enameled or bronze finish register faces, as directed, fastened to the boxes with countersunk brass machine screws. Heater boxes shall be located as indicated on the drawings of each station.

Panel and Switchboard Boxes.

Section No. 629. Panel-board and switchboard boxes shall be built up of steel plates and angles riveted together; shall be drilled for the necesary conduits, and shall be built into or mounted on the walls of the station or ticket booths as indicated on the drawings. Brass machine screws and special nuts shall be provided for securing trim to boxes. All conduits entering these boxes shall be secured with locknuts and bushings.

Track Boxes.

Section No. 630. Suitable boxes with covers shall be provided for enclosing conduits crossing the track floors. They shall be of asbestos lumber treated with an approved preservative and of sufficient size to accommodate all the conduits and of such width as to permit their being set between the track ties.

Snap Switch Receptacles.

Section No. 631. An approved type of snap switch receptacle shall be provided and installed in the ticket booths and in the news-stands where indicated on the drawings.

Work Now in Place.

Section No. 632. A portion of the electric work at each station is now in place. That part of such work which is exposed on the walls and roof is to be imbedded in the existing structure. The Contractor will be required to complete the electric work, continuing the line of conduits already installed to their proper terminals, and installing such new lines as may be necessary to provide for the installation of a complete lighting system for each station and its approaches, as indicated on the drawings.

Work Not in This Contract.

Section No. 633. No permanent wiring, switches, transformers, light fixtures or lamps will be required under this contract, but such temporary wires, fixtures and lamps as may be necessary for the proper conduct of the work will be required as specified in Miscellaneous Matters.

Measurement and Payment.

Section No. 634. Measurements for the above conduits shall be per lineal foot of single conduit placed in the work. Payment for the same shall be made at the prices stipulated in Schedule Item 550, which prices shall include all kinds of offsets and fittings.

Payments.

Section No. 635. Payment for each cast-iron outlet box, pull box, and switch receptacle, furnished and placed in the work shall be made at the prices stipulated in Schedule Items 551, 552 and 553, respectively.

Section No. 636. Payment price for each cast-iron heater, steel panelboard and switchboard box furnished and placed in the work shall be made at the price stipulated in Schedule Items 554, 555 and 556, respectively.

Section No. 637. Payment for each asbestos track box complete with cover, furnished and placed in the work, shall be made at the price stipulated in Schedule Item 557.

Prices Include.

Section No. 638. The above prices shall include all cutting and drill of concrete, drilling and tapping of steel, and all work, labor and material incidental thereto and necessary to complete the electric work at each station and its approaches as herein specified and as indicated on the drawings. They shall also include the "snaking" of the whole completed conduit system with steel band wire so as to make sure that all conduits and fittings are clear and ready for the installation of wires. All conduit and fittings now in place and which it is found necessary to remove and replace will be paid for at the price stipulated in Schedule Item 550, which price will include the removal of the old conduit and fittings as well as all other matters specified in this section. All new conduit which cannot be snaked shall be removed and replaced at the Contractor's own expense.

SUBDIVISION 21.

Concrete Stairways and Landings.

Self-Supporting Stairways.

Section No. 639. Self-supporting stairways and landings shall be built of concrete reinforced with steel bars. Supporting columns of concrete reinforced with steel bars, shall be provided where necessary. In general the treads shall be eleven

(11) inches wide and the risers seven (7) inches high, but one or both may be varied wherever necessary.

Foundation Walls for Landings.

Section No. 640. Foundation walls for landings at the street surface shall be provided where necessary.

Finish of Treads and Risers.

Section No. 641. All treads and landings shall have a granolithic finish one (1) inch thick, into which the safety treads shall be set. The risers shall be paneled as indicated on the drawings, and shall be washed with a cement grout before the concrete thoroughly sets (where practicable, immediately after the removal of forms), and rubbed down to a hard, even finish. The sides of the stairways, where exposed, shall be finished in the same manner as specified for the risers. Upon completion of the stairways and landings, they shall be covered with heavy building paper and boarded over so as to properly protect them against injury.

Cement Base.

Section No. 642. A cement base or wall string, projecting beyond the finished wall line, shall be provided on adjacent walls above the stairways and landings.

Safety Treads.

Section No. 643. All treads and landings shall be equipped with safety treads.

Proportions.

Section No. 644. Cement, sand, stone or gravel, and steel, shall be as specified in Part First of the Specifications. All concrete shall be mixed in the proportion, by volume, of one (1) part of cement, two (2) parts of sand and four (4) parts of stone or gravel. The granolithic finish on the treads and landings shall be mixed in the proportion, by volume, of one (1) part of cement and two (2) parts of sand, colored with lampblack as directed. Cement grout shall consist of cement colored with lampblack as directed. Safety treads shall be metal treads provided with an approved non-slipping surface, shall be durable, easy to maintain and arranged so that they can be renewed in sections without renewing the entire safety tread.

Payments Include.

Section No. 645. The prices stipulated in Schedule Items 558, 559, 560, 561, 562, 563 and 565 for concrete stairways and landings and all related work in this subdivision shall include the cost of all scaffolding, centers, forms, etc., and removing the same, all reinforcing steel and all cutting, drilling and removal of existing structures, and all other incidental work, labor and material that may be found necessary in order to complete the stairways and landings and all related work in this subdivision and their appurtenances. All excavation in connection with the above will be paid for at the price stipulated in Schedule Item 1.

Payment for Stairways.

Section No. 646. Payment for concrete stairways will be made at the price stipulated in Schedule Item 558, and will be for the actual lineal feet of concrete treads installed, including finish, with or without safety treads, measured along the outer edge or nose of the treads, and also that portion of the landings adjacent to the top of each flight of stairways and of width equal to that of the other treads in the stairway. No additional allowance will be made for the concrete risers, as these are included in the prices for concrete treads.

Payment for Landings.

Section No. 647. Payment for concrete stairway landings (except at the street surface) will be made at the price stipulated in Schedule Item 559, which price will include the surface finish, and will be for the superficial area of the landings, exclusive of that portion classified under concrete treads.

Payment for Concrete Columns.

Section No. 648. Payment for concrete columns will be made at the price stipulated in Schedule Item 560, and will be for the total length of columns measured from the concrete platform or foundation up to the under side of the stairs, including the supporting beam. Any additional concrete required at the base of the column to spread or distribute the load will be paid for as foundation concrete at the price stipulated in Schedule Item 6. No additional payment will be made for any increase in the dimensions of the upper part of the concrete columns, where they connect with the supporting beams or slabs.

Payment for Cement Finish on Stairs.

Section No. 649. Payment for cement finish on the exposed sides of stairs will be made at the price stipulated in Schedule Item 561, and will be for the total length of the exposed sides of stairways and landings, except street landings, measured from the face of the bottom riser of the stairways along the outer edge of the treads on a line parallel to the slope of the stairways, and along the edge of and parallel to the upper surface of the landings for their entire length.

Payment for Cement Base.

Section No. 650. Payment for cement base or wall string above stairways and landings will be made at the price stipulated in Schedule Item 562, and will be for the total length of base measured along and parallel to its upper edge. No additional allowance will be made for any variation in thickness or height where the same is necessary to properly connect with the adjacent wall finish.

Payment for Cement Finish on Landings.

Section No. 651. Payment for cement finish on stairway landings at the street surface will be made at the price stipulated in Schedule Item 563, and will be for the total finished surface of these landings exposed above the surface of the street exclusive of the space occupied by safety treads and of that portion classified under concrete treads, Section No. 646. No additional allowance will be made for the work of joining the sides of the landings to the surface finish of the street with a cement cove where necessary.

Payment for Concrete in Stairway Landings.

Section No. 652. Concrete in stairway landings at the street surface and foundation walls for same will be paid for at the price stipulated in Schedule Item 6.

Payment for Safety Treads.

Section No. 653. Payment for safety treads will be made at the price stipulated in Schedule Item 565, which price will include all bolts, screws, wood blocks, metal anchors, or other appurtenances required to set the treads complete; the area of the treads in place will be measured for payment.

SUBDIVISION 22.

Concrete Copings at Stairwells and on Platforms.

Construction.

Section No. 654. The concrete copings shall be constructed of concrete reinforced with four (4) one-fourth (¼) inch steel rods, placed as directed by the Engineer, should he consider the same necessary, and finished on all exposed surfaces with a finish coat of one (1) inch minimum thickness. The face of the copings shall be trowelled to a smooth, even finish and washed with a cement grout. At stairwells the cement grout shall be colored with lampblack.

Copings at Street Level.

Section No. 655. The foundation and core concrete for copings at the street level shall be mixed in the proportion, by volume, of one (1) part of cement, two (2) parts of sand and four (4) parts of stone or gravel. The finish coat shall be mixed in the proportion, by volume, of one (1) part of cement and two (2) parts of sand, colored with lampblack as directed.

Copings at Stairwells and Platforms.

Section No. 656. The core concrete for copings at stairwells and on platforms within the stations shall be mixed in the proportion, by volume, of one (1) part of cement, two (2) parts of sand and four (4) parts of stone or gravel. The one-inch finish shall be mixed in the proportion, by volume, of one (1) part of cement and two (2) parts of sand.

Copings, When Constructed.

Section No. 657. Copings on platforms shall be constructed at the same time as floor finish, except where the Engineer may consider it inadvisable to do this. In the latter case the floor is to be completed to within three (3) inches of the side of the coping, and at such time as the Engineer may direct, the copings constructed.

Core Concrete and Finish Coat Placed Simultaneously.

Section No. 658. The core concrete and finish coat of copings shall be filled into the forms at the same time and in such a manner that they will set as one mass. The joint between the finished floor or sidewalks and the copings shall be a cove of one (1) inch radius.

Payment for Copings.

Section No. 659. Payment for concrete copings in place will be made at the price stipulated in Schedule Item 566 which price shall include the finish coat, cement cove and steel rods above the level of the finished sidewalk or platform, and all other incidental work, labor and material.

Payment for Additional Cement Finish.

Section No. 660. Where it is necessary to continue the cement finish on one side of the coping below the level of the finished sidewalk or platform, or where the concrete core is now in place, this additional cement finish will be paid for at the price stipulated in Schedule Item 567, including all incidental work, labor and material. Concrete foundations for copings below the level of the finished sidewalk, including all work, labor and material incidental thereto, will be paid for at the price stipulated in Schedule Item 6.

SUBDIVISION 23.

Concrete Stairways and Landings now in Place.

Work to be Completed.

Section No. 661. The Contractor will be required to complete those stairways and landings now in place which are to remain, and to restore to good condition all damaged and defective parts of the same. The risers, treads, and all exposed parts of the stairways and landings shall then be washed with a cement grout as hereinbefore described, and rubbed down to a hard, even finish.

Safety Treads.

Section No. 662. Safety treads shall be furnished for these stairways and landings, and shall be secured to the treads and landings by expansion bolts.

Concrete Copings.

Section No. 663. Concrete copings as described in subdivision 22 shall be provided at stairways and landings now in place. These copings shall conform to the plans for similar copings at new stairways and landings. Such copings shall be paid for at prices stipulated in the Schedule Items in subdivision 22, which are applicable thereto.

Payment Includes.

Section No. 664. The prices for these stairways, landings, safety treads and copings shall include the cost of all scaffolding, centres, etc., and removing the same; all scraping, cleaning and removal of all foreign matter; repairing all damaged and defective parts, and the cutting, drilling and removal of existing structures that may be found necessary, in order to complete the stairways and landings and their appurtenances; and all other incidental work, labor and material.

Payment for Concrete Stairways.

Section No. 665. Payment for the completion of concrete stairways now in place will be made at the price stipulated in Schedule Item 568 and will be for the actual lineal feet of concrete treads finished, with or without safety treads, measured along the outer edge or nose of the treads, and also that portion of the landings adjacent to the top of each flight of stairs and of width equal to that of the other treads in the stairway. No additional allowance will be made for the concrete risers, as these are included in the prices for concrete treads.

Payment for Landings.

Section No. 666. Payment for the completion of concrete stairway landings now in place will be made at the price stipulated in Schedule Item 569, which price will include the surface finish, and will be for the superficial area of the landings, exclusive of that portion classified under concrete treads, Section No. 665.

Payment for Safety Treads.

Section No. 667. Payment for safety treads will be made at the price stipulated in Schedule Item No. 565, which price will include expansion bolts and drilling of concrete for setting the expansion bolts and other appurtenances required to set the treads complete. The area of the treads in place will be measured for payment.

SUBDIVISION 24.

Wooden Stairways and Landings.

Details of Construction.

Section No. 668. These stairways shall consist of wooden treads and risers and steel channel stringers, supported on columns of wood braced laterally and transversely and resting on concrete foundations. The concrete foundations are now in place. Landings shall be of wood and supported on wood sills. Risers, treads and landings shall be of yellow pine. All other lumber shall be spruce.

Finish.

Section No. 669. All exposed sides of lumber shall be dressed.

Safety Treads.

Section No. 670. All treads and landings shall be equipped with safety treads.

Materials.

Section No. 671. Steel shall be as hereinbefore described under Part First of these Specifications, lumber as hereinbefore described in Section No. 524, and safety treads as hereinbefore specified in Section No. 644.

Payment Includes.

Section No. 672. The prices stipulated in Schedule Items 565, 570, 571 and 572 for wooden stairways and landings and all related work in this subdivision shall include the cost of all scaffolding, and removal of the same; all cutting, drilling and removal of existing structures; all bolts, screws and metal anchors; and all other work, labor and material that may be found necessary in order to complete the stairways and landings, and all related work in this subdivision and their appurtenances.

Payment for Wooden Stairways.

Section No. 673. Payment for wooden stairways will be made at the price stipulated in Schedule Item 570, and will be for the actual lineal feet of wooden treads installed in place, including finish, with or without safety treads, measured along the outer edge or nose of the treads, and also that portion of the landings adjacent to the top of each flight of stairways and of width equal to that of the other treads of the stairway. No additional allowance will be made for wooden risers, as these are to be included in the price for wooden treads.

Payment for Landings.

Section No. 674. Payment for wooden landings, in place, will be made at the price stipulated in Schedule Item 571, and will be for the superficial area of the landings exposed above the surface of the street, including finish, but exclusive of that portion specified as wooden treads.

Payment for Lumber.

Section No. 675. Payment for all other lumber, in place, in stairways and landings, except that specified in Schedule Items 570 and 571, actually installed in the construction of these stairways and landings, will be made at the price stipulated in Schedule Item No. 572.

Payment for Stringers, etc.

Section No. 676. Payment for steel channel stringers, angles, rivets, etc., shall be made at the price stipulated in Schedule Item 19.

Payment for Safety Treads.

Section No. 677. Payment for safety treads shall be made at the price stipulated in Schedule Item 565.

Wooden Copings.

Section No. 678. Wooden copings shall be constructed of yellow pine and dressed on all exposed sides. Payment for wooden copings shall be made at the price stipulated in Schedule Item 572.

SUBDIVISION 25.

Plumbing and Drainage.

Cast Iron Pipe.

Section No. 679. All cast iron pipes and fittings shall be uncoated, sound, cylindrical, free from cracks, sand holes or other defects, of uniform thickness, and of the grade known in commerce as "extra heavy." Pipe, including hub, shall weigh not less than as follows per lineal foot:

Two (2) inches diameter—five and one-half (5½) pounds.
Three (3) inches diameter—nine and one-half (9½) pounds.
Four (4) inches diameter—thirteen (13) pounds.
Five (5) inches diameter—seventeen (17) pounds.
Six (6) inches diameter—twenty (20) pounds.

Marking.

Section No. 680. The size, weight and maker's name shall be cast on each length of pipe.

Joints.

Section No. 681. All joints in cast-iron sockets, pipes and fittings shall be made with picked oakum and molten lead, and be thoroughly caulked to insure gas-tight joints. Twelve (12) ounces of fine, soft pig lead shall be used at each joint for each inch in diameter of pipe.

Bends.

Section No. 682. All changes in directions shall be made with bends of large radius, and all branches shall be "Y" or half "Y" branches or curved Tees.

Wrought-iron Pipe.

Section No. 683. All wrought-iron pipe shall be galvanized, lapwelded, equal in quality to "Standard" and shall be tested by the manufacturer.

Fittings.

Section No. 684. Wrought-iron pipe fittings for supply and vent pipes shall be malleable iron steam and water fittings, and shall be galvanized.

Joints.

Section No. 685. All joints shall be screw joints made up with red lead, and the burr formed in cutting shall be carefully reamed out.

Pipe Supports.

Section No. 686. Pipe lengths in a vertical position shall be firmly held in place by strong pipe rests on supports well fastened to the walls. Where hung from the ceilings, pipes shall be held in place by approved iron hangers, securely fastened to the roof. Pipes carried above the floor shall be supported at suitable intervals. Special care shall be taken to thoroughly insulate all pipes and fittings from the steel work of the structure as directed by the Engineer.

Brass Pipe.

Section No. 687. All brass pipe used shall be thoroughly annealed, seamless, drawn, brass tubing, of standard iron pipe gauge, and of the standard weights specified by the Department of Buildings.

Joints.

Section No. 688. All joints shall be screw joints made up with red lead. Soldering nipples shall be heavy cast brass of brass pipe, iron pipe size.

Lead Pipe.

Section No. 689. No lead pipes shall be used except when specially permitted by the Engineer. All lead pipe used, except for water supply, shall be of the best quality, known as "D," and of weight as specified by the Department of Buildings.

Connections.

Section No. 690. All connections between lead pipes and between lead and brass pipes shall be made by means of "wiped" solder-joints.

Quality.

Section No. 691. Lead pipe used for water supplies shall be of the best quality known as "AA."

Solder.

Section No. 692. All solder shall be soft and free from impurities.

Lead for Caulking.

Section No. 693. All lead for caulking purposes shall be soft and pure pig lead, free from any admixture of antimony, zinc or other metal. No scrap lead shall be used.

Valves.

Section No. 694. All stop valves less than four (4) inches in diameter, except the valves at the street mains, shall be standard bronze globe valves. Where four (4) inches or more in diameter, they shall be standard gate valves with cast-iron bodies, bronze valves and valve seats. All check valves shall be of the swinging type and where less than four (4) inches in diameter shall be of bronze. Where four (4) inches or more in diameter they shall have cast-iron bodies and bronze valves and seats.

Section No. 695. All valves shall be of an approved make and the valve on the street main shall be of a type to conform to the requirements of the Department of Water Supply, Gas and Electricity.

Manner of Execution.

Section No. 696. The whole work shall be arranged and executed in strict conformance with the specifications and drawings showing the plumbing work and the location of the plumbing fixtures, and in accordance with the conditions of each station, as actually constructed. Unless special permission is obtained from the Engineer to deviate from the lines as laid out in the plan, these lines shall be followed.

Pipe Chambers.

Section No. 697. All soil, waste, vent and supply pipes, except where otherwise indicated, shall be run in specially arranged pipe chambers between an outer glass partition and the side walls of the toilets. The soil pipes shall be connected with the main drain in such a manner that they may be wholly inclosed within the pipe chambers. All pipes and valves installed in the above wall space shall be arranged so as to be easily accessible for maintenance and repairs.

Ventilation.

Section No. 698. The soil and waste pipes in each toilet shall be ventilated by extending the dead ends of the soil pipes at the two (2) ends of the run up to the street surface. All waste pipes from fixtures shall connect to the three (3) inch vent through a two (2) inch horizontal vent pipe run at proper elevation as indicated on the drawings.

Main Soil Pipes.

Section No. 699. All main soil pipes shall be of cast iron six (6) inches in diameter except when otherwise indicated. All soil pipe extension to the street surface for ventilating shall be three (3) inch wrought-iron pipe. All main waste pipes shall be of cast iron or wrought iron two (2) inches and three (3) inches in diameter as may be required. All additional vent pipes shall be of wrought iron two (2) inches in diamenter. All soil and waste pipes shall have a fall of at least one-fourth (¼) inch per foot. All vent pipes shall have a sufficient fall to insure proper drainage. All offsets in soil and vent pipes shall be made at an angle of not more than forty-five (45) degrees to the center line of the pipes.

Main Drain.

Section No. 700. The main drain, *i. e.*, the pipe connecting the sewer with the surface soil pipe in the toilets and the pipe from the catch basins, shall be of cast iron six (6) inches in diameter, except where otherwise specified, and shall have a fall of not less than one-fourth (¼) inch per foot, and be provided with approved gate and check valves. Cleanouts fitted with screw plugs shall be provided on the main drain, soil and waste pipes where necessary.

Main Drain Trap.

Section No. 701. The main drain shall be trapped by a running trap before it connects with the sewer. The trap shall be provided with an accessible hand hole on each side for cleaning. All hand holes shall be provided with a brass deck plate caulked into the trap and set flush with the finish floor of the platform, or wherever the invert of the main drain is more than two (2) feet below the platform, a manhole with a cast-iron frame and cover shall be provided.

Cap.

Section No. 702. At the junction point of the main drain and surface soil pipes a tight cap shall be provided, to remain in place until such time as the surface roughing is to be connected therewith.

Connections.

Section No. 703. Each fixture connected to the soil or waste pipe system shall be provided, as near as possible to its outlet, with a suitable non-siphonable trap, of a type to be approved by the Engineer. The diameter of trap shall be the same as the drain waste pipe to which it is attached.

Traps.

Section No. 704. All traps shall be arranged where practicable to be readily provided with brass tap screws for cleaning the trap, placed on the inlet side or below the water level.

Vent Pipes.

Section No. 705. Trap vent pipes where used shall be not less than two (2) inches in diameter for water closet traps; for all other traps the vents shall be of the same diameter as the trap. Branch vents shall always be set at such a height above the floor that the vent cannot act as an overflow pipe.

Overflow Pipes.

Section No. 706. Overflow pipes from fixtures shall always be connected on the inlet side of traps.

Fixtures.

Section No. 707. All fixtures shall be arranged in an open manner unless otherwise directed by the Engineer.

Supply Pipes.

Section No. 708. All supply pipes shall be of wrought iron as hereinbefore specified. Supply pipes shall not have any depressions or sags and shall be graded in order that they may be easily and completely emptied. No check valves shall be used unless specially called for. The supply pipe to each fixture shall be fitted with a valve so that each fixture may be independent.

Section No. 709. Main supply pipes shall be two (2) inches in diameter. Branches for lavatories in toilet rooms shall be not less than three-fourths (¾) inch in diameter. Flushing pipes shall be one and one-half (1½) inches in diameter, and be taken direct from receiving cylinder.

Receiving Cylinder.

Section No. 710. A receiving cylinder and check valves shall be provided on supply mains where indicated. The cylinder shall be heavy galvanized iron pipe, twelve (12) inches in diameter by thirty-six (36) inches long with reinforced flanges. It shall be connected with the street pressure, and provided with check and gate valves. From each receiving cylinder, a line of one and one-half (1½) inch galvanized pipe shall be run to supply all water closet bowls, urinals and slop sinks.

Connections to Water Main.

Section No. 711. In general a two (2) inch connection to the street main shall be provided, and continued to a point within the station walls, as indicated on the drawings, with two (2) inch wrought-iron pipe to connect with the water meter, and thence to the receiving cylinder. Between the meter and the cylinder a branch fitted with a standard two (2) inch fire hose connection valve shall be provided for flushing purposes and continued to connect with the fire valves under the platforms. Lavatories in toilet rooms shall be supplied through a separate three-fourths (¾) inch wrought-iron pipe taken from the two (2) inch supply main between the street and the meter. An additional meter shall be provided on the three-fourths (¾) inch supply to lavatories in toilet rooms. Where indicated on the drawings additional connections shall be made with the street main for supplying the fire valves. All supply mains to fixtures shall be so constructed that there shall be no pounding of valves.

Valve to Be Provided.

Section No. 712. A valve shall be provided at the connection of the supply main with the street main, also the necessary box and cover enclosing same, so that the valve may be accessible from the street surface. Swinging joints between the street main and the station structure shall be provided. One or more four (4) inch pipe ferrules shall be provided in the walls or roof of each station and the supply mains shall be run through these ferrules and the space between the pipe and the ferrule caulked with lead. On the inside of the station wall a two (2) inch valve, and where necessary, a box with door for enclosing the valve shall be provided.

Requirements of City Departments Govern.

Section No. 713. If, for any reason, the Department of Water Supply, Gas and Electricity will not permit of a two (2) inch connection to the street main, then such connections as they will permit, and of at least equal capacity to the connections indicated on the drawings, shall be made.

Protection.

Section No. 714. All water pipes, cylinders and meters shall be thoroughly wrapped with hair felt where considered necessary by the Engineer.

Water Meters.

Section No. 715. The Contractor shall furnish and set a full capacity water meter with flange connections on each supply main, including the supply to lavatories, of size to conform with the requirements of the Department of Water Supply, Gas and Electricity, and of type to be approved by the Engineer. All meters shall be properly tested and sealed before delivery.

System to be Tested.

Section No. 716. The entire plumbing and drainage system within the station shall be tested by the Contractor, in the presence of the Engineer or his representative, under a water, smoke or chemical test as directed. All pipes shall be uncovered in every part until they have successfully passed the test. The Contractor shall securely close all openings as directed, the use of wooden plugs for this purpose being prohibited.

Test for Main Drain.

Section No. 717. Before any part of the main drain installed under this contract is covered with concrete, the outlet end and other openings shall be closed, and the pipe subjected to a water pressure due to a head of water of at least six (6) feet above the highest point of the pipe.

Test for Toilet Plumbing.

Section No. 718. After the completion of all piping in the toilets and before any fixtures are connected, all openings of waste, soil and vent pipes and the outlet end of the main drain shall be securely closed, and the whole system of piping filled with water to the level of the street sidewalk. The water shall remain at the same level until the test is satisfactory.

Test for Supply Pipes.

Section No. 719. All supply pipes shall be tested with the city water pressure.

Test for System.

Section No. 720. The whole plumbing work shall be tested after completion by turning the water into all pipes, fixtures and traps, in order to detect imperfect joints; and finally the Contractor shall make a smoke or chemical test of the whole completed system if directed by the Engineer. All surface piping shall be given two coats of approved metallic paint when directed by the Engineer.

Payments.

Section No. 721. The rough plumbing work at each station will be paid for at the prices stipulated for such station in Schedule Items 573 and 574. The price stipulated for the rough plumbing work at each station shall include all work, labor and material necessary to complete the plumbing and drainage system of that station, as indicated on the drawings, with the exception of the furnishing and setting of the plumbing fixtures, and their connection to the rough plumbing, payment for which is otherwise specifically provided for in the Schedule. Payment for excavation and street surface restored in connection with sewer and water connections shall be paid for at the price stipulated in Schedule Items 1 and 30 (h).

SUBDIVISION 26.

Plumbing Fixtures.

General.

Section No. 722. All plumbing fixtures, fittings and hardware in toilet rooms shall be of an approved type, and shall be arranged so that they will, as far as possible, be vandal-proof. All exposed metal in the toilet rooms shall be covered with a durable acid-proof finish. All toilet fixtures shall be provided with shut-off valves on the supply and flush connections.

Water Closet Bowls.

Section No. 723. All water closet bowls shall be made of the best vitreous ware and shall be of the blow-out type with double concealed jets. The bowls shall have extended front lips, roll rim integral seats with openings not less than eight (8) inches by twelve and three-quarters (12¾) inches, and shall be supported on cast-iron wall chairs embedded in and anchored to the floors, and the soil lines shall not be depended upon for supports. The weight of each bowl without fittings shall be not less than fifty (50) pounds. The connections between the bowls and the soil lines shall be by means of cast brass flanges. Each bowl shall be fitted with a one and one-half (1½) inch rough brass flush valve with integral stop, and the flush valve shall be set behind the pipe chamber partition, shall be fitted with a porcelain push button marked "Push" and a brass sleeve, finished in "Cellu-Enamel" where exposed on surface of wall, and secured with lock-nut and set screw. The bowls shall be secured to the cast-iron chairs with one-half (½) inch brass bolts, heads finished in "Cellu-Enamel." where exposed, and each bolt shall be fitted with two (2) lock nuts and washers.

Lavatories.

Section No. 724. All lavatories for toilet rooms shall be made of the best vitreous ware, with integral backs, integral shields for supply nozzles and integral waste strainers, and shall not exceed twenty (20) inches in width. The weight of each lavatory, without fittings, shall be not less than one hundred (100) pounds. Lavatories shall be supported on cast-iron hangers, secured to same with brass bolts, and each lavatory shall be fitted with one rough brass supply valve with push button marked "Push," and with rough brass supply connection from valve to nozzle, one one-half (½) inch rough brass loose key shut-off valve, and one one and one-half (1½) inch rough brass trap. Valves and traps shall be enclosed with a vitreous shield bolted to hangers with brass bolts.

Urinals.

Section No. 725. All urinals shall be made of the best vitreous ware, with integral flushing rims and integral outlet strainers, and shall not exceed twenty-four (24) inches in width. The weight of each urinal, without fittings, shall be not less than two hundred and twenty (220) pounds. Urinals shall be supported on approved wall hangers, and each urinal shall be fitted with a one and one-half (1½) inch rough brass push button flush valve with integral stop and the flush valve shall be set behind the pipe chamber partition, shall be fitted with a porcelain push button marked "Push," and a brass sleeve, finished in "Cellu-Enamel" where exposed on surface of wall and secured with lock nut and set screw.

Slop Sinks.

Section No. 726. All slop sinks shall be made of the best vitreous ware, with integral flushing rim and ledge to wall, shall not exceed twenty-two (22) inches in width, shall have rough brass waste strainers and shall be supported on galvanized adjustable trap standards, finished in white enamel and fitted with brass cleanout screws. Each slop sink shall weigh, exclusive of all fittings, not less than two hundred (200) pounds. Each slop sink shall be fitted with a one and one-half (1½) inch rough brass push button flush valve connected to the flushing rim, fitted with a porcelain button marked "Flush" and a one and one-half (1½) inch rough brass shut-off valve. Each supply nozzle shall be connected to a one (1) inch rough brass push button flush valve, fitted with a porcelain button marked "Supply" and a one (1) inch rough brass globe valve.

Slop Sink Connections.

Section No. 727. Where the slop sinks are set in the toilet rooms against the masonry walls, the valves and connections shall be placed in a recess provided in the wall and enclosed with a porcelain enameled iron shield, bolted to beveled cast-iron frames built into the wall.

Section No. 728. Where the slop sinks are set in the toilet rooms against the pipe chamber partitions, the valves and connections shall be placed within the pipe chamber and the push button attachments for the flush and supply valves shall be fitted with brass sleeves finished in "Cellu-Enamel" where exposed in the toilet rooms and secured with lock nut and set screw. The supply nozzle shall be protected by a porcelain enameled iron shield. Where the slop sinks are set in closets the valves and connections shall be exposed and supported on wall brackets.

Floor Drains.

Section No. 729. All floor drains shall have cast-iron trap bodies with brass tops nine (9) inches square fitted with perforated hinged covers. Where necessary, special shallow floor drains shall be furnished.

Payment.

Section No. 730. The plumbing fixtures, in place, will be paid for at the price stipulated in Schedule Item 575. These prices shall include the furnishing and setting of the fixtures with valves, fittings, hardware and supports complete, including all connections from the fixtures to the rough plumbing work, and all other incidental work, labor and material.

SUBDIVISION 27.

Glass Wainscoting in Toilet Rooms.

Opal Glass.

Section No. 731. All wainscoting, partitions, floor slabs, shelves, and trim in toilet rooms shall be of opal glass with all exposed surfaces polished and shall be three-fourths (¾) inch thick, except the urinal floor slabs which shall be one (1) inch thick.

Wainscoting and Partitions—Shelves—Floor Slabs and Urinals.

Section No. 732. All wainscoting and pipe chamber partitions shall extend from the sanitary cove up to a height of six feet and six inches (6 ft. 6 in.) above the finished floor, except where, owing to the low ceiling in the toilets, it is found necessary to extend them to the ceiling. Pipe chamber partitions shall be secured at top and bottom to steel angles by round head machine screws. Wainscoting shall be secured to the masonry walls by round head machine screws and approved expansion sleeves and set out from the walls, so as to give a projection of one-fourth (¼) inch beyond the finished tile or plaster, and shall have the upper edge rounded. The space between the wainscoting and the walls shall be filled solid with an approved material. All corners and angles shall be curved with about a two and one-half (2½) inch radius. Pipe chamber shelves shall be supported on steel angles and secured by round head machine screws. Toilet stall partitions shall be supported on cast-iron posts, with cast-iron top rails connecting each pair of posts. Urinal floor slabs shall be set level, one-half (½) inch above the floor, with a full bed, and the upper surface shall be countersunk one-fourth (¼) inch deep with a three-inch border around the slab. The back of the slab shall be joined to the vertical partition or wainscoting with a cove of one and one-half (1½) inches radius above the top of the slab. The outer edge of the floor slab shall be cut to form a cove from the floor to the top of the slab. Special precautions shall be taken to prevent rust from staining the above materials, and sheet lead or lead washers shall be used to separate them from the steel or iron.

Supports.

Section No. 733. Steel angles shall be securely fastened to the walls and braced where necessary. Special framing of steel angles and plates shall be provided for the support of the urinals and lavatories. The lower angles supporting partitions shall be anchored to the masonry foundation. The angles shall be painted with a shop coat of red lead, and, after erection, with one coat of approved carbon paint.

Iron Castings.

Section No. 734. Iron castings shall be as specified in Part First, and shall be thoroughly cleaned and painted with one coat of approved carbon paint before erection. After erection, when directed by the Engineer, they shall be painted with two coats of flat white and one coat of approved white enamel. All round head machine screws shall be of brass, five-sixteenths inch (5/16) in diameter with three-quarters (¾) inch washers. All screw heads and washers shall have a white enamel or other approved finish.

Section No. 735. Each toilet stall shall have an approved coat and hat hook, secured to the partition or wainscoting by vandal-proof brass bolts finished in white enamel.

Payment.

Section No. 736. Sanitary glass wainscoting, partitions, floor slabs, shelves, and trim in toilet rooms, in place, will be paid for at the prices stipulated in Schedule Item 576. These prices will include the furnishing and setting of the glass, and all cutting, fitting or other work, labor and material incidental to the setting of the glass and the plumbing fixtures. Payments will be based on the actual measurement of material in place, and no allowance will be made for material delivered but not set. Payments under Schedule Item 576 (f) will be based on the actual length of curved glass in place. The radii of the curved glass for wainscoting may be varied to accommodate the curved tile used on the toilet room walls, but the price stipulated in the Schedule will include all such variations not exceeding one (1) inch, and also the one and one-half (1½) inch cove joining the urinal floor slab to the wainscoting.

Cast-Iron Work.

Section No. 737. Cast-iron posts, rails and wall flanges used in connection with the support of the toilet partitions will be paid for at the prices stipulated in Schedule Item 577. These prices will include the cast-iron work complete in place with all appurtenances, and all incidental work, labor and material.

Payment for Supports.

Section No. 738. Steel angles and plates or other material required for the support of the glass wainscoting, shelves and plumbing fixtures will be paid for at the price stipulated in Schedule Item 19. This price shall include all steel framing and supports complete in place ready for the setting of the wainscoting, shelves and plumbing fixtures, and the drilling and tapping of the supports to receive the bolts securing the wainscoting, shelves and plumbing fixtures in place.

Payment for Coat Hooks.

Section No. 739. Coat and hat hooks complete in place will be paid for at the price stipulated in Schedule Item 578.

SPECIFICATIONS—PART THIRD—TRACK WORK.

SUBDIVISION 1.

General.

Types of Track.

Section No. 1001. Two standard types of track shall be installed under these specifications, as follows:

Ballasted track, known as Type IV, to be laid throughout the underground railroad included in this contract, except at and adjoining the station platforms.

Concrete-base track, known as Type V, to be installed in the underground railroad at and adjoining the station platforms, as indicated on the contract drawings.

Installation—Present Material to Be Laid in One Section.

Section No. 1002. The installation of the track shall include all the necessary work, labor and material for the installation of ballast, ties, concrete, rails, spikes, joints, bolts, tie plates and all other material and apparatus, except special work and anti-creepers, necessary to build the track not including the installation of electrical or signal material or their appurtenances. Wherever in these specifications, the word "track" or "tracks" is mentioned, it shall be taken to mean all the work above mentioned. The track shall be constructed by the Contractor in sections when and as specified by the Commission. All track work material now in place shall be taken up and relaid in one section and continuously as ordered by the Engineer. The work of taking up and transporting such material in the tunnel shall be included in the cost per lineal foot of track installation.

Unit Prices for Installation.

Section No. 1003. The unit prices for track installation shall include the cost of distributing, lining, spacing, aligning, spiking, joining, surfacing and spreading the material; of furnishing and placing the concrete for track construction above the bottom of tie, and all forms for the same; of paraffine and oil; of the transportation of material from the point of storage to the point of installation; and the cost of all other work, labor and material, except special work and anti-creepers, necessary to completely install the tracks as called for in these specifications and on the contract drawings. All types of track shall be installed complete in place, with the exception of electrical bonding and the power rail with its fastenings, strictly in accordance with the contract drawings and the specifications.

Payment.

Payment for installation of Type IV track in place complete, using either entirely new material or old material now in place, or a combination of such new and old material, will be made under the units as defined, and at the prices stipulated in Schedule Items 1056, 1057. In computing the number of lineal feet of Type IV track in place complete to be paid for Special Work shall not be included.

Payment for installation of Type V track complete will be made under the unit as defined, and at the price stipulated in Schedule Item 1058.

SUBDIVISION 2.

Line, Surface and Gauge.

Line and Grade.

Section No. 1004. Track centers shall conform in alignment to the points set by the Engineer.

The line on the profile represents the base of rail at the centre line of the track, unless otherwise noted.

Section.

Section No. 1005. The finished track shall conform to the sections shown on the drawings and the rails shall be carefully raised to the established grade and surfaced for good riding at speed. The ballast must be leveled even with the top of the tie. In the process of laying, lifting and surfacing, care must be taken to prevent bending of the rails by the use of construction trains, or otherwise. The track level must be used in surfacing all tracks. The low rail on curves and the line rail on tangents should be brought to a perfect surface, and the outer rail brought up with the track level.

Gauge—Joints.

Section No. 1006. All rails on tangents and curves down to and including five hundred and one (501) feet radius shall be laid true to gauge of four (4) feet eight and one-half (8½) inches; on curves between five hundred (500) and two hundred and one (201) feet, the gauge shall be widened to four (4) feet eight and three-quarters (8¾) inches; on curves between two hundred (200) feet, and one hundred (100) feet, the gauge shall be widened to four (4) feet nine (9) inches. All rails shall be truly laid to the lines and grades given by the Engineer. Rail joints shall be staggered, the joint on one rail coming opposite the centre of the other rail. All joints shall be two (2) tie suspended, with the joint midway between the two (2) ties. On curves not in special work, the outer rail shall be elevated as directed by the Engineer, and generally in accordance with the following formula:

Superelevation.

$$E = \frac{V^2 \times 3.7745}{R}$$ in which,

V represents speed in miles per hour to be determined by Engineer
E represents superelevation in inches
R, radius in feet
Maximum value of E to be 6½ inches.

Runoff.

The rate of increase or decrease, on unspiralled curves for elevations of five (5) inches and under, of run off or approach shall be one-half (½) inch per thirty-three (33) feet rail length. For elevations over five (5) inches the run off shall not exceed three hundred and thirty (330) feet. The run off or approach shall begin or end at the point of spiral on spiralled curves.

Joint Spacing.

Section No. 1007. The distance between rail ends at all joints shall be gauged according to the temperature at which the rails are laid.

The openings between ends of thirty-three (33) feet rails for different Fahrenheit temperatures should be as follows:

Temperature (Fahrenheit).	Amount of Opening for 33-ft. Rail.
From 10 deg. below to 14 deg. above zero	5/16 inch
From 14 deg. above to 38 deg. above zero	¼ inch
From 38 deg. above to 62 deg. above zero	3/16 inch
From 62 deg. above to 86 deg. above zero	⅛ inch
From 86 deg. above to 110 deg. above zero	1/16 inch

Observations are to be made of actual temperature at points where rails are to be placed.

The space between rails at insulated joints, where indicated by the Engineer, shall be three-eighths (⅜) inch.

Metal shims, as shown on standard plans, must be used for the purpose of spacing rails at the joint.

SUBDIVISION 3.

Rails.

Open-Hearth and Manganese Rail.

Section No. 1008. On the drawings and in these specifications where open-hearth steel is referred to it shall be understood to mean commercial open-hearth steel having a chemical composition as specified for this material hereinafter. Where manganese steel is referred to it shall be understood to mean the special steel having a chemical composition as specified hereinafter for rolled manganese steel, whether this steel is manufactured by the open-hearth process or in any other manner.

Rail Now Stored.

Section No. 1009. There is a quantity of seven thousand eight hundred (7,800) hundred weight of 100 pound A. S. C. E. rail now temporarily installed in the tunnel. This rail shall be taken up and relaid in one continuous section. The remainder of the open-hearth rail necessary to complete the work, in amount approximately two thousand six hundred (2,600) hundred weight, may be obtained from the 100 pound A. S. C. E. rail now in the Interborough Rapid Transit Company's store yards, if suitable arrangements can be made with the Interborough Company, and shall be furnished and paid for at the price stipulated in Schedule Item 1001-X; otherwise, rail shall be furnished under the following specifications and shall be paid for at the price stipulated in Schedule Items 1001 (a) and 1001-A (b). It is agreed that the rails now in place, and in the above mentioned store yards, do not comply with the herein specifications.

Location of Open-Hearth and Manganese Rails.

Section No. 1010. All track rails on tangents and upon curves having a radius of seven hundred (700) feet or longer, shall be of open-hearth steel, as specified herein. Rails in special work, where called for on the contract drawings, shall be of manganese steel and as specified herein. Unless specifically stated to the contrary, the following rail specifications shall apply to both open-hearth and manganese rails.

Section.

Section No. 1011. The section of all track rails shall be that known as the American Railway Association Standard, 100 pound Type "B," approved 1912, and shall conform accurately to the section and dimensions of this standard. An allowance of one sixty-fourth (1/64) of an inch under, and one thirty-second (1/32) of an inch over will be allowed for variations in the specified height, and a variation of one-sixteenth (1/16) of an inch will be permitted in width of flange, provided the variations in weight specified hereinafter are not exceeded; but no variation will be allowed in the dimensions affecting the fit of splice bars.

Weight.

Section No. 1012. The weight of the rails shall be maintained as nearly as possible to one hundred (100) pounds per yard of open-hearth rail and one hundred and one (101) pounds per yard of manganese rail. A variation of one-half (½)

of one (1) per centum from the calculated weight of section, as applied to the entire amount of A. R. A. rails called for will be allowed. Rails accepted will be paid for according to actual weights, within the above limits.

Length.

Section No. 1013. The standard length of track rails shall be thirty-three (33) feet at a temperature of sixty (60) degrees F. Short lengths by even feet down to twenty-five (25) feet will be accepted to an amount not exceeding ten (10) per centum of the total order of A. R. A. rails.

Variations.

Section No. 1014. Variations in individual rails of not more than three-eighths (3/8) of an inch from the nominal length will be accepted. Both ends of all short lengths of No. 1 rails shall be painted green, and both ends of all No. 2 rails shall be painted white.

Stamping.

Section No. 1015. The name of the maker, the weight and type of the rail, and the month and year of manufacture shall be rolled in raised letters and figures on the side of the web. The number of the heat shall be stamped on each rail so as not to be covered by the splice bars and a letter shall be stamped on the side of the web of each rail to indicate the position in the ingot from which that rail was rolled. The letters O. H. shall be rolled or stamped upon each open-hearth rail, and M. on each managanese rail.

Drilling.

Section No. 1016. Circular holes, as indicated on the drawing, shall be provided for splice bars and bonds. They shall conform accurately to the dimensions shown, and shall be free from burrs. These holes shall be drilled in open-hearth rail and must be cylindrical and not conical. If found necessary holes may be punched in manganese rails.

Protection.

Section No. 1017. All open-hearth rails, while on the cooling beds, shall be protected from contact with snow or water. They shall be carefully straightened so that gagging under the cold press shall be reduced to a minimum.

Finish.

Section No. 1018. Any open-hearth rails coming to the straightening presses showing shorter kinks or greater camber than that indicated by the middle ordinate of four (4) inches in thirty-three (33) feet shall be classed as No. 2 rails and so stamped. The distance between the supports of the open-hearth and manganese rails in the gagging press shall be not less than forty-two (42) inches. All rails after finishing shall be smooth on heiads, straight in line and surface, without twists, kinks or waves, and all No. 1 rails shall be entirely free from injurious defects or flaws of any kind. All rail ends shall be sawed square, a variation of more than one thirty-second (1-32) of an inch not being acceptable, and all burrs shall be removed and ends made smooth.

Discard.

Section No. 1019. The entire process of manufacture shall be in accordance with the best current practice at the time of manufacture.

All ingots shall be kept in a vertical position until the interior has solidified. No bled ingots shall be used. Sufficient top discard shall be made to secure sound rails, and care shall be taken to avoid burning in reheating. The end of the bloom or the rail formed from the top of the ingot shall be sheared until the entire face shows sound metal. All metal sheared from the top of the ingot, either from the bloom or the rail, shall be considered top discard.

Shrinkage.

Section No. 1020. The number of passes and the speed of the train shall be so regulated for all open-hearth rails, that on leaving the rolls at the final pass the temperature of the rail will not exceed that which requires a shrinkage allowance at the hot saws for a thirty-three (33) foot rail of seven (7) inches. No artificial means of cooling shall be used, nor shall the rails be held, before sawing, for the purpose of reducing the temperature.

Uniform Results.

Section No. 1021. The methods and appliances used in the manufacture of the manganese rails shall be such as to give uniform results both as to chemical composition and physical characteristics.

Quenching.

Section No. 1022. All manganese rails shall be quenched in water bath within a period of a minute and twenty seconds after leaving the final pass. In case, on any occasion, this limit of time before quenching is exceeded for any cause whatsoever, such rails shall be especially marked and a bend test made from both ends of the bar. This bend test shall consist of taking a two-inch section of the finished rail and bending the head down towards the base, cold, under the steam hammer. In case this bend test from either end of the rail breaks before the head has been bent through an angle of ninety (90) degrees a further bend test shall be cut from the same end of the same rail and re-tested. If this re-test breaks the rail shall be re-treated so as to stand all tests specified herein.

Chemical Requirements, Open-Hearth.

Section No. 1023. The chemical composition of each heat of open-hearth steel from which the rails are rolled, determined as herein prescribed, shall be within the following limits:

Carbon	0.73 to 0.86 per centum
Phosphorus not to exceed	0.04 per centum
Manganese	0.60 to 0.90 per centum
Silicon not to exceed	0.2 per centum

It is desired that the percentage of carbon in an entire order of rails shall average as high as the mean percentage between the upper and lower limits specified.

Phosphorus.

Section No. 1024. When the material used at any mill is such that the average phosphorus content of the ingot metal used is running below 0.03, and if it seems mutually desirable, the carbon may be increased at the rate of 0.035 for each 0.01 that the phosphorus content of the ingot metal used averages below 0.03 for open-hearth steel.

Chemical Requirements, Manganese.

Section No. 1025. The chemical composition of each heat of manganese steel from which the rails are rolled, determined as herein prescribed, shall be within the following limits:

Carbon	0.95 to 1.35 per centum
Phosphorus, not over	.100 per centum
Manganese	10.50 to 15.00 per centum

Chemical Determination.

Section No. 1026. In order to ascertain whether the chemical composition is in accordance with the requirements, the makers shall furnish the Inspectors with a chemical analysis of the elements carbon, manganese, silicon, phosphorus and sulphur, for each heat.

On request of the Inspector, the manufacturer shall furnish a portion of the test ingot for check analysis.

Tests.

Section No. 1027. Tests on rails shall be made to determine:

(a) Ductility or toughness as opposed to brittleness.

(b) Soundness.

The physical qualities shall be determined by the drop test and by the nick and break test.

Drop Test.

Section No. 1028. The drop testing machine used shall be the standard of the American Railway Engineering Association.

(a) The tup shall weigh two thousand (2,000) lbs., and have a striking face with a radius of five (5) inches.

(b) The anvil block shall weigh twenty thousand (20,000) lbs. and be supported on springs.

(c) The supports for the test pieces shall be spaced three (3) feet between centres and shall be a part of, and firmly secured to, the anvil. The bearing surfaces of the supports shall have a radius of five (5) inches.

Length and Span.

Section No. 1029. Drop tests of open-hearth rail shall be made on pieces of rail not less than four (4) feet and not more than six (6) feet long. These test pieces shall be cut from the top end of the top rail of the ingot, and marked on the base with gauge marks one (1) inch apart for three (3) inches each side of the centre of the test piece, for measuring the ductility of the metal.

Temperature.

Section No. 1030. The temperature of the test pieces shall be between sixty (60) and one hundred (100) degrees Fahrenheit.

Height of Drop.

Section No. 1031. The test piece shall be placed head upward on the supports, and be subjected to impact of the tup falling free from a height of fifteen (15) feet.

Elongation.

Under this impact the rail under one or more blows shall show at least four (4) per centum elongation for one inch, or three (3) per centum each for two consecutive inches of the six (6) inch scale.

Complete Elongation.

Section No. 1032. A sufficient number of blows shall be given to determine the complete elongation of the test piece of at least one out of every three test pieces.

Permanent Set.

Section No. 1033. The permanent set after one blow under the drop test shall not exceed one and two-tenths (1.2) inches, measured by middle ordinate in a length of three (3) feet.

Nick and Break Test.

Section No. 1034. The test pieces which do not break under the first or subsequent blows shall be nicked and broken, to determine whether the interior metal is sound.

Location of Test Pieces.

Section No. 1035. Test pieces shall be selected from the second, middle and last full ingot of each open-hearth heat, and tested under the drop for elongation or ductility, as hereinbefore specified.

Tests Required.

(a) If two of these test pieces do not break at the first blow, and if both show the required elongation, all of the rails of the heat shall be accepted, provided that none of the three test pieces when broken show interior defect.

(b) If two of the test pieces break at the first blow or do not show the required elongation, or if any of the three test pieces when broken show interior defect, all of the top rails from that heat shall be rejected.

(c) Second tests shall then be made from three test pieces selected by the Inspector from the top end of any second rails of the same heat, preferably of the same ingots. If two of these test pieces do not break at the first blow and if both show the required elongation, all of the remainder of the rails of the heat shall be accepted, provided that none of the three test pieces when broken show interior defect.

(d) If two of these test pieces break at the first blow or do not show the required elongation, or if any of the three test pieces when broken show interior defect, all of the second rails of the heat shall be rejected.

(e) Third tests shall then be made from three test pieces selected by the Inspector from the top end of any third rails of the same heat, preferably of the same ingots. If two of these test pieces do not break at the first blow, and if both show the required elongation, all of the remainder of the rails of the heat shall be accepted, provided that none of the three test pieces when broken show interior defect.

(f) If two of these test pieces break at the first blow, or do not show the required elongation, or if any of the three test pieces when broken show interior defect, all of the remainder of the rails from that heat shall be rejected.

Drop Test on Manganese Rails.

Section No. 1036. The drop test of manganese rail shall be made on a piece of rail not less than four (4) feet and not more than six (6) feet long. These drop test pieces shall be selected one from each pit in which the ingots are heated. These rails shall be placed head upwards on the supports and the various sections shall be subjected to impact tests under a free falling weight from a height of twenty (20) feet.

Tests Required.

Section No. 1037. If any manganese rail breaks when subjected to less than three (3) blows under the drop, two additional tests shall be made on the top rails from the same pit. If either of these retests fails, all of the top rails from the pit which they represent shall be rejected. Two tests shall then be cut from the second rails from the same pit and if both of these tests meet the above requirements, all the remaining rails from that pit shall be accepted. If either of these rails fails all the second rails from that pit shall be rejected. Then two tests shall be cut from the third rails and tested, and so on until all the rails from the pit have been tested. The report of the drop test shall state the atmospheric temperature at the time the test was made. The temperature of the test pieces when tested shall be not less than sixty (60) degrees F., nor greater than one hundred and twenty (120) degrees F.

Inspector to be Provided with Facilities.

Section No. 1038. The manufacturer of the rails shall at all times afford the Inspector reasonable facilities to assure himself that the material herein is in accordance with the specifications. All tests and inspection shall be made at the place of manufacture prior to shipment.

Defects—No. 2 Rails.

Section No. 1039. All rails improperly drilled or straightened, or from which burrs have not been properly removed as specified, shall be rejected until such time as these defects have been corrected. All rails shall be loaded in the presence of the Inspector. Inasmuch as the track rails called for under these specifications will all be subjected to very heavy service, only first quality rails shall be used as running rails. Rails, which by reason of surface imperfections, or for causes mentioned in Section 1018, are not classed as No. 1 rails, shall be considered No. 2 rails, and may be used for guard rails, but No. 2 rails shall not be accepted for shipment, which have flaws in the head of more than one-quarter (1/4) of an inch or in the flange of more than one-half (1/2) an inch in depth, and these shall not, in the judgment of the Inspector, be in any individual rail so numerous or of such a character as to render it unfit for recognized No. 2 rail uses.

Guard Rails.

Section No. 1040. Guard rails shall be installed upon the inside rail of all curves of less than 2,000 feet radius. These rails shall be of open-hearth steel and identical in all respects except as to No. 2 quality, to those specified above for track rails. They shall be bolted to the track rails at intervals not exceeding three (3) feet by fifteen-sixteenths (15-16) of an inch steel bolts having rolled threads and square heads and nuts and provided with nut locks. An approved adjustable iron or steel separator shall be installed between the guard rail and the stock rail at each point where these rails are bolted together. Payment for adjustable separators, furnished and delivered at the work, shall be made at the price stipulated in Schedule Item 1006, which price includes all incidental work, labor and material. Flangeways shall have a width of two and one-quarter (2 1/4) inches on all curves from one hundred (100) feet to two hundred (200) feet radius, two (2) inches on curves from two hundred and one (201) feet to five hundred (500) feet and one and three-quarters (1 3/4) inches on all curves over five hundred (500) feet radius, and shall be two (2) inches deep.

Planing of Base.

Section No. 1041. Means shall be provided for taking up the wear of the guard rail without losing the side support of the spikes. All guard rails shall have one flange planed to permit spiking between flanges with the heads one and three-quarters (1 3/4) inches apart.

End of Guard Rails.

Section No. 1042. All guard rails shall be carried to a point at least ten (10) feet beyond the point of tangency of the curve, and shall be bent inwards at their ends for a length of three (3) feet and fitted with an inclined end. Payment for end inclines furnished and delivered at the work shall be made at the price stipulated in Schedule Item 1005, which price includes all incidental work, labor and material.

Joints in Guard Rails.

Section No. 1043. Joints in guard rails shall be spaced between the joints in main rails wherever possible, using splice bars as shown on drawings. All ends of guard rails shall be provided with bond and bolt holes as required for track rails.

Guards in Special Work.

Section No. 1044. Guard rails shall also be applied at all Special Work as shown on the drawings.

Payment.

Section No. 1045. Payment for open-hearth rails shall be made at the prices stipulated in Schedule Items 1001-x, 1001(a) and 1001-a(b) delivered at the work. These prices shall include the cost of furnishing and delivering the open-hearth rail, and all work, labor and material incidental thereto. Payment for manganese rails shall be made as part of the Special Work.

SUBDIVISION 4.

Rail Braces.

Material and Location.

Section No. 1046. Malleable iron rail braces, as shown on the drawings, shall be applied to guard rails at every third tie, and to outside rail at every other tie on all

curves of less than seven hundred (700) feet radius. These rail braces shall be spiked to the tie with screw spikes, Type B. Payment for rail braces shall be made as a part of the Special Work.

SUBDIVISION 5.

Tie Plates.

General Design.

Section No. 1047. Tie plates shall be of the "shoulder" type and of rolled steel. Intermediate plates shall have a bearing longitudinally with the rail of not less than seven and one-half (7½) inches, and a length of nine (9) inches. Tie plates under guarded rail shall be of extra length to extend under both rails. Plates to be used with screw spikes shall have a boss or ridge for the support of the head of the screw spike, which shall be shown on drawings submitted with the Contractor's Proposal. All tie plates shall be provided with holes for spikes and shall be as shown on drawings. Tie plates must have the type letter rolled on the top side, outside of the base of rail.

Special Plates.

Section No. 1048. Under all Special Work and switches, and at other points where standard tie plates cannot be installed, a steel bearing plate shall be used having a thickness of not less than one-half (½) inch by seven and one-half (7½) inches width of bearing upon the ties, as shown on drawings. A clip for the support of the head of the screw spike shall be used with all special plates.

Material.

Section No. 1049. Tie plates must be manufactured from soft steel of uniform quality by either the open-hearth or Bessemer process, but preferably the open-hearth. The steel used must be capable of sustaining an ultimate strees of fifty-four thousand (54,000) to sixty-four thousand (64,000) pounds per square inch, and must have an elastic limit of not less than one-half (½) the ultimate strength; an elongation of not less than twenty (20) per centum, measured on a length of eight (8) inches, and a reduction in area at point of fracture of not less than forty (40) per centum. Tie plates of full section must withstand bending cold at right angles to the fibre through an angle of one hundred and eighty (180) degrees, doubled on itself without sign of fracture on outside surface of bent portion.

Tensile Strength.

Section No. 1050. Test pieces fourteen (14) inches in length, with uniform section and end area of not less than one-half (½) a square inch shall be cut from the finished material and tested for tensile strength.

Finish.

Section No. 1051. Tie plates must be free from injurious cracks or seams. They must be accurately rolled to the specified section. Subject to the following allowances, the form and dimension of the plates shall conform to the drawings approved by the Engineer. The length and width shall not vary more than one-eighth (⅛) inch from the dimensions shown. The thickness shall not vary more than one thirty-second (1-32) inch from the dimensions shown. All variations in length shall be left on the inside end of the plate. The distance from the shoulder to the outside end of the plate must be made uniform. The spike holes must be punched accurately from the top, clean cut, without burrs, and the plates must not be cracked or bent out of shape in punching the holes. The plates shall be free from burrs and imperfections, and shall be bundled and not shipped loose in bulk.

Payment.

Section No. 1052. Payment for tie plates shall be made at the prices stipulated in Schedule Item 1016, each, delivered at the work. These prices shall include the cost of furnishing and delivering the tie plates and all other work, labor and material incidental thereto.

SUBDIVISION 6.

Spikes.

Location.

Section No. 1053. The rails shall be spiked to each tie through the tie plate with screw spikes. The spikes must be driven vertically in holes provided in ties. The number of spikes to be used per tie at each rail should be as follows:

(a) On tangents and on inside rail on curves, one spike inside and one outside.

(b) On outside rail on curves, two spikes inside and one outside.

Dimensions.

Section No. 1054. The rail-securing screw spikes, known as type "A," shall be seven and three-fourths (7¾) inches long over all and one (1) inch in diameter under the head; the rail brace screw spike, known as type "B," shall be seven and one-quarter (7¼) inches long over all and three-quarters (¾) of an inch in diameter under the head.

Material.

Section 1055. All material for screw spikes must be of open-hearth steel of uniform character. The steel must be capable of sustaining an ultimate stress of fifty-six thousand (56,000) to sixty-five thousand (65,000) pounds per square inch, with an elongation not less than twenty (20) per centum, measured on a length of eight (8) inches and a reduction of area at point of fracture of not less than forty (40) per centum.

Chemical Requirements.

Section No. 1056. The chemical analysis of the metal must show it to contain not more than five hundredths (.05) per centum phosphorus and five hundredths (.05) per centum sulphur.

Physical Requirements.

Section No. 1057. Finished spikes must withstand bending cold through ninety (90) degrees without signs of fracture on the outside bent portion. All tests for tensile strength shall be made from full section bars cut from stock material, test pieces to be not less than sixteen (16) inches long. The above series of tests shall be made on each order, if required; analysis of each heat or blow must be furnished to the Inspector, as required.

Finish.

Section No. 1058. Spikes must be free from injurious cracks, seams or rough edges and must be finished smooth and in a first class workmanlike manner, and shall conform accurately to the dimensions shown on the drawings. The heads must be symmetrical about an axis which must be situated in the direct line of the shank axis produced.

Shipping.

Section No. 1059. When the spikes are shipped they shall be properly oiled to prevent rusting and shall be packed in good, serviceable kegs or boxes. All kegs or boxes must be plainly marked as to material, type of spike and name of manufacturer.

Payment.

Section No. 1060. Payment for screw spikes shall be made at the price stipulated in Schedule Item 1008, per pound, delivered at the work. This price shall include the cost of furnishing and delivering the screw spikes, and all other work, labor and material incidental thereto.

SUBDIVISION 7.

Ballast.

Quarries.

Section No. 1061. Ballast shall be of North River Trap Rock, from quarries which are approved by the Engineer as containing material of the desired quality, in accordance with these specifications.

Size.

Section No. 1062. Ballast must be broken to a form not too large to pass through a one (1) inch test ring and not small enough to pass through a one-half (½) inch test ring, and must be free from dirt, screenings, or stone dust.

Strength.

Section No. 1063. Trap rock for ballast must withstand a crushing stress of not less than twelve thousand (12,000) pounds per square inch.

Inspection.

Section No. 1064. Manufacturers accepting orders for ballast under these specifications must agree to ship only such material as will fulfill the requirements named. The Inspector will visit the quarries and crushing plants from time to time, and the manufacturers must afford him every facility for examining the product and the process of manufacture. No shipments may be made of material that has been condemned by the Inspector.

Payment.

Section No. 1065. Payment for ballast shall be made at the price stipulated in Schedule Item 1062 per cubic yard, delivered at the work. The material will be measured in the conveyance. This price includes the cost of furnishing and delivering the ballast, and all other work, labor and material incidental thereto.

SUBDIVISION 8.

Cross Ties.

Lining.

Section No. 1066. Cross ties shall be strictly in accordance with the specifications. They shall be placed upon the ballast square to the line of the rail, the heart side of the ties being turned down. The ends shall be lined evenly on side of tracks opposite the third rail location. All ties described in this subdivision, which includes standard ties, contact rail ties and switch and special work ties, are Class A ties.

Number to Rail Length.

Section No. 1067. Twenty-two (22) ties shall be used under a thirty-three (33) foot rail in main running tracks. Joint ties shall be spaced not exceeding ten (10) inches between bearing surfaces at edges. Intermediate ties shall be spaced equally and so that there will be not more than eighteen (18) inches between edges of two adjacent ties. Long ties for the support of the third (or power) rail shall be installed alternately every fourth and fifth tie, and shall in no case be located at a joint tie.

Fourteen (14) ties shall be used under a thirty-three (33) foot rail in side tracks, the long ties for third rail support being spaced alternately every third and fourth tie and shall in no case be located at a joint tie.

Ties now Stored.

Section No. 1068. There is a quantity of five (5) inch by eight (8) inch yellow-pine ties now temporarily installed in the tunnel. These ties shall be taken up and relaid in one continuous section. The remainder of the ties necessary to complete the work of installing Type IV track may be obtained as far as possible from the Interborough Company's store yard, if suitable arrangements can be made with the Interborough Company, and shall be furnished and paid for at the price stipulated in Schedule Item 1010-X; otherwise, the ties shall be furnished under the following specifications, and shall be paid for at the price stipulated in Schedule Item 1010 (a).

Dimensions.

Section No. 1069. Standard ties shall be five (5) inches by eight (8) inches by eight (8) feet. Ties for the support of the contact rail insulators shall be five (5) inches by eight (8) inches by eight (8) feet six (6) inches. All ties shall be sawed to the exact length specified, with the heart in bottom or nearly so, and shall have machine drilled three-quarters (¾) of an inch holes through a metal template for screw spikes.

Special Ties.

Section No. 1070. All switch sets, and all long ties under Special Work shall be five (5) inches by eight (8) inches and of sufficient length to extend not less than one (1) foot eight (8) inches outside of the flange of the outer track rail.

Quality and Finish.

Section No. 1071. Class A cross-ties are to be furnished without preservative treatment, and shall be of Long Leaf, first growth, Florida, Georgia or Alabama yellow pine. All ties shall be sawed with the grain of the wood square and straight and shall be free from bark, loose or decayed knots, splits, shakes or rot, or any other defect which may impair their strength or durability for cross-tie use. In no case will any stick be accepted with less than three heart corners, or with more than one (1) inch of sap on the fourth corner, or more than two and one-half (2½) inches of sap on either side at either end of the stick.

Inspection.

Section No. 1072. Ties will be inspected after delivery at suitable and convenient places satisfactory to the Engineer.

Payment.

Section No. 1073. Payment for ties in Type IV track shall be made at the prices stipulated in Schedule Items 1010-X and 1010 (a) per thousand feet, board measure, delivered at the work. These prices shall include the cost of furnishing and delivering the ties, and all other work, labor and material incidental thereto.

SUBDIVISION 9.

Track Joints.

Installed Complete.

Section No. 1074. All joints for track rails shall be installed complete with their full quota of bolts and nuts. The bolts shall be applied with their heads alternately inside and outside the joint except on guarded rails, when bolts shall be applied with the heads outside the joint. The special insulated joints which may be needed for operation of the signal system will be furnished and applied by another contractor, but shall not relieve the Contractor under this contract of the obligation of furnishing all track joints with the standard fittings herein provided for.

Bars now Stored.

Section No. 1075. There is a quantity of splice bars now temporarily installed in the tunnel. These splice bars shall be removed in connection with the taking up and relaying of the present rail mentioned in Section 1009, and shall be used in the relaying of said rail. The remainder of the splice bars necessary to complete the work may be obtained as far as possible, from the Interborough Company's store yards, if suitable arrangements can be made with the Interborough Company, and shall be furnished and paid for at the price stipulated in Schedule Item 1002-X; otherwise, the splice bars shall be furnished under the following specifications, and shall be paid for at the price stipulated in Schedule Item 1002 (a).

Punching.

Section No. 1076. The splice bars for rail joints shall be for four (4) bolts and strictly in accordance with the drawings. All bolt holes shall be punched without bulging or distorting the section, and bars shall be cut to the proper length and slotted for the spikes; punching and slotting shall be accurately done at one operation and at a temperature of not less than seven hundred and fifty (750) degrees Centigrade.

Rolling.

Section No. 1077. The splice bars shall be twenty-six (26) inches long, smoothly rolled, free from cracks and other imperfections and true to template and dimensions, and shall have the name of the maker and the year of manufacture rolled in raised letters on the side of each bar.

Chemical Requirements.

Section No. 1078. The material shall be steel, manufactured by the open-hearth process. The chemical composition shall be:

Carbon, not less than four-tenths (0.4) per centum.

Phosphorus, not to exceed four-hundredths (0.04) per centum.

Tensile Strength.

Section No. 1079. All test pieces for determining tensile strength shall be cut from the rolled bar, and shall have a uniform sectional area of not less than one-half (½) square inch. A rectangular test bar cut from full section shall stand bending cold through ninety (90) degrees around an arc whose radius equals the thickness of the rectangular piece, without sign of fracture on the outside of bent portion.

Ultimate Strength.

Section No. 1080. The steel must be capable of sustaining an ultimate breaking stress of not less than eighty thousand (80,000) pounds per square inch, with an elastic limit of fifty (50) per centum of the ultimate strength, an elongation percentage measured in two (2) inches of one million five hundred thousand (1,500,000) divided by tensile strength in pounds per square inch, and a reduction of area at a point of fracture of not less than twenty-five (25) per centum.

Payment.

Section No. 1081. Payment for splice bars shall be made at the prices stipulated in Schedule Items 1002-X and 1002 (a) per pair or each as specified, delivered at the work. These prices shall include the cost of furnishing and delivering the splice bars, and all other work, labor and material incidental thereto.

SUBDIVISION 10.

Bolts and Washers.

Diameter.

Section No. 1082. The bolts for splice bars shall have rolled threads, fifteen-sixteenths (15/16) of an inch diameter shank, with an oval head chamfered to fit splice bar.

Variations.

Section No. 1083. Subject to the following allowances, track bolts shall conform strictly to the drawings:

The length shall be not more than one-sixteenth (1-16) of an inch less or one-eighth (⅛) of an inch more than the dimensions shown. The diameter of the bolt shall vary not more than one sixty-fourth (1-64) of an inch from the dimensions shown. The size of the head shall vary not more than one-sixteenth (1/16) of an inch from the dimensions shown. The outside dimensions of the nut shall vary not more than one-thirty-second (1/32) of an inch from the dimensions shown.

Finish.

Section No. 1084. The heads and nuts shall be free from checks or burrs of any kind. The threads shall be full and clean with not less than two (2) nor more than five (5) finger threads, except as otherwise ordered.

Nuts.

Section No. 1085. Nuts shall be of the square head pattern and shall have a wrench-tight fit on the bolts.

Shipping.

Section No. 1086. When bolts are shipped they shall have the nuts applied for at least two threads, shall be properly oiled to prevent rusting and shall be packed in serviceable kegs. All kegs must be plainly marked as to material, size of bolts and name of manufacturer.

Payments.

Section No. 1087. Payment for bolts including nuts, shall be made at the price stipulated in Schedule Item 1011 per pound, delivered at the work. This price shall include the cost of furnishing and delivering the bolts, and all other work, labor and material incidental thereto.

Lock Washers.

Section No. 1088. Spiral spring lock washers of an approved pattern shall be made of an open-hearth steel having:

Phosphorus, not over five-hundredths (.5) per centum.

Sulphur, not over five-hundredths (.05) per centum.

Strength.

Section No. 1089. After the finished nut-lock has been subjected to pressure sufficient to compress it flat for a period of one (1) hour, its reaction shall be not less than two-thirds (2/3) its height or thickness of section, providing thickness is less than width of section. If the section is square, the reaction must be not less than one-half (½) its thickness. If height or thickness is more than its width, reaction shall be not less than the width of the section.

Quality of Steel.

Section No. 1090. With one end of the finished nut-lock secured in a vise, and the opposite end twisted to forty-five (45) degrees, there must be no sign of fracture. When further twisted until broken, the fracture must show a good quality of steel.

Tests.

Section No. 1091. A sufficient number of tests will be made to satisfy the Inspector that the material meets the specifications in every respect.

Payment.

Section No. 1092. Payment for nut-locks shall be made at the prices stipulated in Schedule Item 1011-A each, delivered at the work. This price shall include the cost of furnishing and delivering the nut-locks, and all other work, labor and material incidental thereto.

SUBDIVISION II.

Anti-Creepers.

General Requirements.

Section No. 1093. A sufficient number of anti-rail creeping devices shall be provided to prevent, in the opinion of the Engineer, the creeping of the track rails in service. These anti-creepers shall be of approved design and capable of being readily attached to the rail. In general, they shall be attached to the middle of a rail section opposite the joints, but if required they may be applied to both rails in the same intermediate ties. As it is not practicable to determine prior to construction the exact number or location of these anti-creepers, the Contractor shall furnish and install approved devices where required, to be paid for at prices stipulated in Schedule Item 1061-A for installation, and Schedule Item 1061 for furnishing and delivering to the work, including in each case all incidental work, labor and material.

SUBDIVISION 12.

Special Work.

General Requirements.

Section No. 1094. All special work shall be of the best design, workmanship and material and will be paid for at the lump sum price stipulated in Schedule Item 2018-A for installation, including all matters specified in Sections Nos. 1002 and 1003; and Schedule Item 2018 for furnishing and delivering to the work, including all incidental work, labor and material. The material to be furnished and the work to be installed under the Schedule Items before mentioned shall include all necessary work and material to complete the track within the limits shown on Contract Drawing No. T-2018. The work shall line accurately with the connecting rails and points given by the Engineer. It shall be built up of rail and other material as specified for track and in accordance with the following specifications: At specified points, parts of the Special Work may be made of manganese castings. These castings shall be made for connection to the track rails specified, and shall be of a design and material approved by the Engineer.

Shop Drawings.

Section No. 1095. The Contractor shall submit three (3) prints of detail drawings for approval, before beginning work upon any part of the Special Work. One set of these prints will be checked and approved, and the construction shall be in exact accordance with these plans.

Frogs.

Section No. 1096. All frogs and crossings shall have manganese or manard steel centres and wearing surfaces. Standard frogs shall be built up of rolled manganese rail sections. At points where special frog construction is necessary, manganese or manard castings may be used if ordered. Flangeways shall be two (2) inches deep. Wing rails of frogs shall extend to the heel, and shall be fitted with rolled steel filler splices.

Spring Frogs.

Section No. 1097. All spring frogs shall be of a design and construction approved by the Engineer.

Movable Point Frogs.

Section No. 1098. Movable point frogs shall be used where specified on the drawings and shall conform to the drawings.

Switches.

Section No. 1099. Generally switches must be of the split guarded type. A standard length of switch point shall be used in all switches where this construction is possible. Other lengths of points may, however, be used, if approved by the Engineer.

Slip Switches.

Section No. 1100. Slip switches, with rigid centres, shall have the inside curve connecting rail between inside points securely fastened to the plate under the frog or bolted to the frog.

Material in Switch Points.

Section No. 1101. All curved switch points shall be made from rolled manganese rail, and all straight switch points shall be made from rolled open-hearth rail, of section and manufacture as specified under Subdivision 3, Rails, reinforced on both sides with properly shaped steel plates, each not less than three-eighths (⅜) of an inch thick, the whole held securely together by rivets as called for on the drawings.

Slip Plates.

Section No. 1102. Slip plates at all switch points shall be seven and one-half (7½) inches wide and not less than one-half (½) inch thick of sufficient length to permit proper spiking inside of the switch points and to permit of the installation of rail braces on the outside of the stock rail. They shall be rolled or forged with one-quarter (¼) inch risers, the full width of the plate, under the entire length of switch points, and of sufficient length for the proper operation of the switch and having suitable shoulders for the stock rail. The throw of all switches shall be three and three-quarters (3¾) inches.

Braces.

Section No. 1103. The stock rails at all switches shall be supported by an approved steel or malleable iron rail brace, bolted to the tie through the slip plate by not less than two (2) three-quarters (¾) of an inch by six (6) inch screw spikes, and firmly held to gauge by a shoulder on the slip plate. These braces shall be applied to the outside of both stock rails at such locations, as in the opinion of the Engineer, may be required to securely hold these rails to gauge.

Switch Rods.

Section No. 1104. Not less than three (3) switch rods shall be provided for each switch; each rod shall be two and one-half (2½) inches by three-quarters (¾) of an inch flat with insulated joint as shown on the drawings.

Switch Rod Fastenings.

Rod number 1 shall be provided with a lug for connection to the switch mechanism. All of the above rods shall be fastened to suitable cast or pressed steel rail clips, which shall be bolted to the switch points by bolts, as shown on drawings.

All bolts shall be provided with nut-locks.

Guard Rails.

Section No. 1105. Guard rails shall be installed upon all curved rails at switches, and for a length of not less than ten (10) feet ahead of the switch points upon both rails. The guard shall be maintained through all switches.

Guard Opposite Frogs.

Section No. 1106. Stock rails at all points opposite frogs shall be guarded for a length not less than eight (8) feet, with both ends of the guard rail bent inwards. The construction to be as specified for guard rails.

SUBDIVISION 13.

Concrete Base Track, Type V.

Specifications in Addition to Type IV Track.

Section No. 1107. The following specifications, covering the construction of the special form of track to be installed at the station platforms, are supplemental to the specifications for Type IV, or ballasted track. All general and detail specifications for ballasted track shall aply to concrete base track, except for the special appliances and operations herein enumerated as applicable only to the special track; in such cases the following shall be substituted:

Concrete Base.

Section No. 1108. The concrete base track is intended to furnish a durable smooth-surface form of construction, which can be readily kept clean, within the limits of the stations.

The drawings accompanying these specifications show the type of construction and details of fittings.

Track to Be Suspended.

Section No. 1109. In laying this form of track, it is essential that the alignment and grade of the track be established, with its fittings in place, before the concrete base is constructed. For this purpose the track structure is to be erected and suspended on a timber structure (preferably supported by the station platforms where they can be so used, but otherwise, as approved by the Engineer); then lined up and surfaced accurately; and finally, the tie-blocks concreted in place, and the concrete allowed to set before the supporting structure is removed.

The concrete shall be placed in the base in sections, each section being completed as far as practicable before another is started.

Cement and Concrete.

Section No. 1110. The cement and concrete shall be as specified in Part First of the specifications and the cost of such concrete work including the finish and all other incidental work, labor and material shall be deemed to be included in the price paid per lineal foot for Type V track installation, Schedule Item 1058. The proportion of cement, sand and stone used in making concrete shall be one (1) part of cement, two (2) parts of sand, and four (4) parts of stone.

Handling Concrete.

Section No. 1111. The concrete shall be dumped as nearly as possible where required, in order to avoid handling it with shovels inside the forms. As soon as one section is completed the next shall be started, and the work continued without interruption.

Work to Be Done Continuously.

Section No. 1112. As far as possible the work of each section, when once started, shall be built up continuously so that it shall be monolithic, fresh concrete being placed on that which has only partly set; but where it is necessarily placed on concrete which is fully set, the old surface concrete must be broken back to firm material, and the fresh surface cleaned with steam, air blast or forceful water streams and wire brushes so as to remove all fine, loose material. The cleaned surface must then be well saturated with water, but not so that the water stands on the surface or oozes from the material. The new surface is then to be coated completely with neat cement grout, mixed to a consistency of thick cream, just before new concrete is deposited. The concrete should be worked against the joint so as to be certain that no voids exist in its vicinity.

Expansion Joints.

Section No. 1113. Every fifty (50) feet in length, suitable provision shall be made for expansion. Temporary vertical partitions shall be put into the forms against which the concrete shall be thoroughly rammed, these partitions being removed as each section is completed and set, and the next adjacent section being rammed against the completed section, the joints being flushed with mortar and no attempt being made to have the two sections adhere.

Finish.

Section No. 1114. The track base shall be finished with a smooth surface composed of one (1) part cement to two (2) parts of sand, applied in a layer one and one-half (1½) inches thick, put in with the last course of concrete.

Removal of Forms.

Section No. 1115. Forms and the temporary track-supporting structure shall not be removed until at least forty-eight (48) hours after the last concrete shall have been laid, and in cold weather they shall be allowed to stand for a longer period, as determined by the Engineer.

Protection from Weather.

Section No. 1116. All concrete when finished shall be protected from extreme changes in temperature. During hot weather, after taking its initial set, it must be kept moist by sprinkling water on it at least ten (10) days.

Concrete Placed in Freezing Weather.

Section No. 1117. No concrete work shall be constructed during freezing weather where unprotected from the cold unless directed by the Engineer. If concrete is placed under this condition, the sand and stone for the mortar and concrete must be heated, to prevent freezing until after the initial set.

Tie Plates.

Section No. 1118. Tie plates shall be used under the rail on all tie-blocks. These plates shall be of rolled steel conforming in quality and workmanship to that required for the standard ballasted track plates.

Design.

Section No. 1119. These plates shall be of special section, strictly in accordance with the drawings submitted as provided in Section No. 1047, and adapted to be secured to the ties by screws, instead of driven spikes. In finished track each plate shall have its full complement of two (2) screw spikes.

Ties.

Section No. 1120. Ties for the special concrete base track are to be separate wooden blocks for each rail. These blocks shall be accurately sawed and holes bored, to dimensions given in the drawings.

Kind of Wood.

Section No. 1121. The wood shall be red oak, known as Class B, or yellow pine, known as Class C, creosoted. Bids shall be submitted for supplying both classes and the Commission reserves the right to order the use of either.

Class B Ties.

Section No. 1122. Class B—Treated *red oak cross ties for subway use.* The term red oak shall include what is locally known as red, black, Spanish, scarlet, pin shingle or laurel oak. The ties shall be six (6) inches by ten (10) inches by the length specified on the drawings, and shall be dressed on all sides to the exact scheduled dimensions, sawed with the grain of the wood, with the heart as near the bottom of the tie as possible, shall have straight and square edges and shall be close grained, and free from bark, loose, large or decayed knots, splits, shakes, rots, or any other defect which may impair the strength or durability for cross-tie use. Any stick having one-twentieth (1-20) or more of its cross section bored by worm holes will be rejected. The lumber after thorough air seasoning, shall be treated with dead oil of coal tar, meeting the specifications of the American Railway Engineering Association for Grade Three (3) Creosote. Not less than six (6) pounds of creosote per cubic foot shall remain in the wood, and shall be distributed throughout each tie. The effectiveness of the treatment shall be gauged by the depth of the penetration. All ties shall be machine drilled through a metal template for anchor bolts and screw spikes. All borings, dappings, and other working shall be done before the wood is treated.

Class C Ties.

Section No. 1123. Class C—Treated first growth, long leaf, Florida, Georgia or Alabama *yellow pine cross ties for subway use.* The ties shall be six (6) inches by ten (10) inches by the length specified on the drawings, and shall be dressed on all sides to the exact scheduled dimensions, sawed with the grain of the wood, with the heart near the bottom of the tie, shall have straight and square edges and shall be close grained and free from bark, loose, large or decayed knots, splits, shakes, rots, or any other defect which may impair the strength or durability for cross-tie use. The lumber after thorough air seasoning, shall be treated with dead oil of cold tar meeting the specifications of the American Railway Engineering Association for Grade One (1) Creosote. Not less than six (6) pounds of creosote per cubic

foot shall remain in the wood and shall be distributed throughout each tie. The effectiveness of the treatment shall be gauged by the depth of the penetration. All ties shall be machine drilled through a metal template for anchor bolts and screw spikes. All borings, dappings and other working shall be done before the wood is treated.

Screw Spikes.

Section No. 1124. Screw spikes shall be manufactured strictly in accordance with the drawing. The material and workmanship shall be in accordance with subdivision 6 of these track specifications.

Anchor Bolts.

Section No. 1125. Two (2) anchor bolts, Type "D," paid for at the price stipulated in Schedule Item 1011, shall be applied to each tie block. These anchor bolts with washer "S" and nut in place, shall be dipped twice in a bath of paraffine to insure them against being cemented in the concrete. They shall then be placed in the tie, omitting washer "R" and using care not to knock off or disturb the paraffine coating. After the concrete has thoroughly set, the bolts will then be unscrewed and the washer "R" installed, and the bolts replaced and tightened. Payment for furnishing and delivering the washers shall be made at the price stipulated in Schedule Item 1011-B.

Felt Pads.

Section No. 1126. One-half (½) inch thick tar felt cushion of approved quality shall be furnished and installed under each tie plate. These cushions shall be of the same dimensions as the tie plates and with holes punched to correspond with those in the plates. Payment for furnishing and delivering the felt pads shall be made at the price stipulated in Schedule Item 1016-A.

CHAPTER IV.

Security to be Furnished by Contractor.

Contractor's Bond.

Article XXVII. Simultaneously with the execution and delivery of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled "Form of Contractor's Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission, in the sum of One Hundred and Fifty Thousand Dollars ($150,000). In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten (10) days after notice by the Commission to the Contractor shall, by supplemental bond, or otherwise substitute another and sufficient surety to be approved by the Commission, in place of the surety so insolvent or unable. If the Contractor shall fail, within ten (10) days, or such further time, if any, as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate this contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require the Comptroller to deduct from any moneys then due, or which thereafter may become due, to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it will give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule—then within ten (10) days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten (10) days or such further time, if any, as the Commission may grant, substitute such new securities or make such deposit of cash, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities, as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon this contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

City to Collect Interest.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall pay the same, when and as collected, to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit, whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in the City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be not less than ten (10) days before the sale and such publication to be made three (3) times within such ten (10) days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten (10) days after notice from the Commission so to do or such further time, if any, as the Commission may grant shall by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission, restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit there shall be pending any claim for damages or loss to person or property occurring on account of the work hereunder, whether caused by the negligence, fault or default of the Contractor, or otherwise, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal ten per centum (10%) of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing with the Comptroller corporate stock of the City of a market value equal to the amount withdrawn, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not more often than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at an amount equal to sixty (60) per centum of the price stipulated in the Schedule of Unit Prices for such iron or steel. But the quantity of such structural iron and steel included in any partial estimate or estimates shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six (6) months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify a voucher for eighty-five (85) or ninety (90) per centum of the amount stated in such estimate or certified to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments or any of them, in addition to the ten (10) or fifteen (15) per centum above mentioned to be retained and reserved, any sum or all sums which by the terms hereof, or of any law of the State of New York, it is or may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, and all work under this contract, the Engineer shall so certify, in writing, to the Commission, and in his certification shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract. On or before the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller, signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value of such work under and according to the terms of this contract as stated in such last-mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract (exclusive of interest, if any, paid under the provisions of Article XXXIX), and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found, or known to be, inconsistent with the terms of this contract, or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half (4½) per centum per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. Provided, however, that the Contractor shall not be entitled to interest on any sum or sums which by the terms hereof or of any law of the State of New York the City may be authorized to reserve or retain. The term for which interest shall be paid shall be reckoned, in the case of a partial payment, from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the ninetieth day after the acceptance of the work by the Commission, and the filing of such certificate of the completion and acceptance of the work in the office of the Comptroller, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor, pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor or any other person under this con-

*Articles XXVIII to XXXII, inclusive, will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

tract, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or of any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the final payment aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statement of Damage to Be Filed With Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten (10) days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may in the discretion of the Commission be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty (30) days after the whole work agreed herein to be performed has been completed and accepted by the City any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City may retain from any moneys which would otherwise be payable to the Contractor hereunder by the City an amount or amounts sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice, until such lien shall be discharged as provided by law. If such lien shall be foreclosed according to law then the City may pay the amount necessary to satisfy such lien, with interest and costs, to the person entitled thereto, and such payment shall be deemed to be a payment hereunder to the Contractor by the City. If the amount or amounts so retained shall not be sufficient to satisfy such lien so foreclosed with interest and costs, the deficiency may be retained by the City out of any moneys thereafter becoming due to the Contractor hereunder.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor shall at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent, abutting or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

It is the intention of the parties to this contract that in addition to indemnifying the City against all claims for damages, the Contractor shall also be liable to the owners of adjacent, abutting or overhead property or of buildings or structures thereon and to all tenants or occupants of such buildings or structures, for all physical injuries to property or person which may be occasioned by the work of construction, even in cases where such owners, tenants or occupants have no legal claim against the City for such injuries.

Traffic to Be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of the work hereunder, and shall indemnity and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to persons or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May Be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims may be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be legally barred, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of adjacent or abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer may, whenever in his judgment it shall be necessary or proper, cause a detailed examination of any adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel to be examined or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel examined shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

City to Secure Contractor Against Interference by Injunctions.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to consruct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City from and against all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

CHAPTER VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is for the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within nine (9) months from the date of delivery of this contract.

Price to Be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period, if any, to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad to be reconstructed and completed under this contract is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that such damages shall be liquidated and paid as follows: The Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing the entire work to be done under this contract the sum of one hundred and fifty dollars ($150), which sum is hereby agreed upon not as a penalty, but as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct such amounts from any moneys due or to become due to the Contractor under this contract. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor or by any sub-contractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such strike, injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by reason of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or the City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation in Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or dimension of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contratcor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

CHAPTER IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission, that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms hereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of this contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be

less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this Article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this Article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the Bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

CHAPTER X.

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission personally under or by reason of this contract or any of its articles or provisions.

Contractor Not to Assign, Sublet, Etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of the Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including Section Three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work centemplated by this contract or upon any material to be used upon or in connection therewith, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall, upon the application of either party, be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In witness whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Contractor has* [hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by ....., Chairman.

Attest: ....., Secretary.

(Acknowledgments of Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 18, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 19, 1914, the Public Service Commission for the First District transmitted for consent of your Board, a proposed contract to be entered into between The City of New York and the Rapid Transit Railway Construction Company for the reconstruction for temporary operation of a part of the Steinway Tunnel Rapid Transit Railroad, known as Route 26, from a point near Lexington avenue, under 42d street, the East River, private property and 4th street, Queens, to a point near Van Alst avenue, at an estimated cost of $383,910.75.

The Commission also requested the Board to consent to the award of the contract submitted, to prescribe a limit of $383,910.75 to the amount of bonds to be made available to meet the obligations thereunder, and to direct the Comptroller to issue bonds to the necessary amount, to be charged against the appropriation of $28,200,000 made by the Board on March 18, 1913, for the purpose of carrying out the terms of Contract No. 3.

This is the first contract submitted covering station work in addition to that heretofore covered and is important in that precedents may be established in conflict with the Board's desires. The contract contains certain items of "equipment" as defined by the terms of Contract No. 3, more properly to be installed by the operator at his expense; also station appurtenances in the shape of ticket booth equipments, illuminated sign and turnstile, the precedent for which appears to have been the City's completion to a similar extent of the subway stations constructed where municipal operation was contemplated. In all, these items aggregate about $6,500, as follows:

2 ticket booth equipments	$1,000 00
4 switchboard and panel board doors	80 00
1 turnstile	500 00
1 illuminated sign	300 00
9,730 feet iron electric conduit (¾ inch to 3 inch)	3,873 00
373 cast iron outlet boxes	187 50
12 cast iron pull boxes	12 00
6 cast iron snap switch receptacles	3 00
8 cast iron heater boxes	80 00
4 steel panel board boxes	40 00
2 steel switch board boxes	20 00
200 asbestos track boxes	400 00
	$6,495 00

The contract also provides for the use of so-called "sanitary" glass for wainscoting, shelves, floor slabs and partitions in the toilets at a cost of some $1,500. This is bid on at from $2 to $3 per square foot, as against 75 cents to $1.25 per square foot, the figure at which Tennessee marble could have been secured, aggregating for these equipments an excess cost of about $800. This character of toilet appurtenance is used in but few of the highest class hotels in the city and its excess cost over marble, due to restricted competition in its manufacture, should be regarded as a factor against its use in nearly 200 stations to be constructed on the new lines.

I call attention to these facts as the Board, in approving this contract, might seem to concur in a violation of the terms of the contract in one case and to needless extravagance in the other. Such concurrence, however, is suggested only to expedite work. It is not recommended as a precedent indicative of the policy of the Board and it is expected that the Public Service Commission will, in future determinations of apportionment of costs of construction and cost of equipment, avoid raising the question.

I believe that in future determinations of apportionment should be made prior to contract advertising so the money voted for execution of work will cover only items that are City charges.

I submit the attached resolution which, if adopted, will consent to the award of the contract, limit the amount of bonds available and authorize and direct the Comptroller to issue the necessary corporate stock. I further recommend that the Secretary be directed to transmit a copy of this report and resolution to the Public Service Commission. Respectfully, WM. A. PRENDERGAST, Comptroller.

April 2, 1914.

To the Honorable Board of Estimate and Apportionment:

Sirs—On February 19, 1914, the Public Service Commission for the First District transmitted for the approval of your Board a proposed contract to be entered into between The City of New York and the Rapid Transit Subway Construction Company for the reconstruction for temporary operation of a part of the Steinway Tunnel Rapid Transit Railroad, known as Route No. 26, the title to which is to be vested in the City through a deed from the Interborough Rapid Transit Company, now ready for delivery.

Under date of March 19, 1914, the Comptroller submitted a report to your Board upon the terms of the proposed contract, in the course of which exception was taken to the inclusion in the cost of construction of certain items having to do with the finish of stations upon the route in question, aggregating about $6,500. The Comptroller contended that these items properly belonged to equipment, and should be so charged. At the meeting of your Board held on March 20, 1914, the question as to the propriety of charging the items in question to the construction account was referred to your Transit Committee and action upon the main contract was deferred pending further inquiry and report.

Your Transit Committee has discussed the matter with the Chief Engineer and other representatives of the Public Service Commission. It appears that certain of the items in question were charged to construction under the head of "station finish," when the original subways were built, but that considerable doubt exists as to whether they should be so charged under the terms of the operating contract for new subways. Your Committee is of the opinion that there should be an agreement between the Public Service Commission and the Board of Estimate and Apportionment upon a definitized schedule of station finish charges—specifying those that are to go to the construction account and those that should properly be charged to equipment—before further contracts for construction are approved by your Board. It will undertake to secure such an agreement. It recommends, however, that in view of the urgent necessity of commencing construction work upon the Steinway Tunnel as soon as the deed to the tunnel property is delivered to the City it would be advisable to approve the contract now pending subject to a general understanding that the items mentioned in the report of the Comptroller will be charged either to construction or equipment, in accordance with the terms of the general agreement when reached. As the contract is based upon unit prices the Commission will be quite free to charge to construction any one of the items concerning which the question has been raised.

All of which is respectfully submitted.

GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Committee on Transit.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on February 19, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Rapid Transit Construction Subway Company and The City of New York, acting by the Public Service Commission for the First District for the following purposes:

For the reconstruction for temporary operation of the part of the Steinway Rapid Transit Railroad (Route No. 26) which begins at a point in the Borough of Manhattan under 42d street, near Lexington avenue, and extends thence easterly under 42d street, the East River, private property and 4th street, in the Borough of Queens, to a point near Van Alst avenue, at an estimated cost of three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75); and be it further

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the amount of proceeds of corporate stock available for the said purposes shall be three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of three hundred and eighty-three thousand nine hundred and ten dollars and seventy-five cents ($383,910.75), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purpose mentioned in the communication of the Public Service Commission for the First District to this Board dated February 19, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Correction; President, Borough of Manhattan—Transfer of Jurisdiction Over Construction of the House of Detention, Court and Jail for Women (Cal. No. 13).

(On March 6, 1914, the request of the Commissioner of Correction, for the transfer of jurisdiction in this matter, was referred to the Comptroller.)

*If the contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

(On March 27, 1914, the matter was laid over for one week.)

The Secretary presented a communication from the Commissioner of Correction, dated March 3, 1914, requesting the transfer of jurisdiction over the construction of the House of Detention, Court and Jail from the President of the Borough of Manhattan to the Department of Correction, and the following report of the Comptroller, recommending that said request be denied:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 20, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 3, 1914, the Commissioner of Correction requested that the construction of the House of Detention for Women be transferred to the Department of Correction. In connection therewith I report as follows:

In the corporate stock budget estimate for 1913, the Commissioner of Correction requested funds for the construction of a building to be used as a Women's Court, Women's Jail and Place of Detention for Women. The Corporate Stock Budget Committee approved the request, submitting the following memorandum, which was approved by your Board:

"It is the opinion of the Committee that the purchase of a site and the construction of a building thereon, to be used as a Women's Night Court, Women's Jail and Place of Detention for Women should be under the jurisdiction of the President of the Borough of Manhattan. The sum of $450,000 for this purpose has been included in the new authorizations recommended by the Committee for the President's office."

The policy of the Board of Estimate and Apportionment was dedicated by its approval of the Committee's recommendation. I recommend that the application be denied. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Commissioner of Correction, as set forth in a communication dated March 3, 1914, for the transfer of the jurisdiction of the construction of the House of Detention, Court and Jail for Women, Borough of Manhattan, from the President of the Borough of Manhattan to the Department of Correction.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The Secretary was directed to transmit a copy of the report of the Comptroller to the Commissioner of Correction.

Sheriff, New York County—Establishment of Grades of Positions and Modification of Schedule (Cal. No. 14).

The Secretary presented a report of the Comptroller, recommending the establishment, pursuant to chapter 523 of the Laws of 1890, of the following positions in the office of the Sheriff in New York County:

	Per Annum.	Incumbents.
Bond Clerk	$1,200	1
Cashier	1,800	1
Clerk	1,400	1
Assistant Cashier	1,600	1
Typewriter Copyist	600	1
—and the abolishment of the following positions:		
Assistant Bond Clerk	1,200	
Bond Clerk	1,800	
Cashier	2,400	

—also recommending the modification of Salary Schedule No. 3135 for the office of the Sheriff of New York County for the year 1914, to be effective April 1, 1914, to include the above positions.

(On February 20, 1914, the communication from the Sheriff of New York County, requesting the changes in positions in his office to permit of a reorganization of the clerical staff, was referred to the Committee on Salaries and Grades.)

(On March 27, 1914, the above report was laid over for one week.)

Which was laid over for two weeks (April 17, 1914).

Board of Estimate and Apportionment—Transfers of Employees from Various Departments (Cal. No. 15).

(On March 27, 1914, this matter was laid over for one week.)

The Secretary presented the following report of the Committee on Organization recommending the transfers of certain employees from the Finance Department, office of the President, Borough of Manhattan, Department of Education, Board of Water Supply, office of the President of the Borough of Brooklyn, Department of Water Supply, Gas and Electricity, and the Tenement House Department, to the Bureau of Contract Supervision and Bureau of Standards of the Board of Estimate and Apportionment:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 31, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 20, 1914, the Board of Estimate and Apportionment adopted a resolution requesting the establishment of positions for the Bureau of Contract Supervision and the Bureau of Standards.

On March 24, 1914, the Board of Aldermen adopted a resolution establishing the positions as requested by the Board of Estimate and Apportionment.

This Board has already designated George L. Tirrell as Director of the Bureau of Standards, and Tilden Adamson, as Director of the Bureau of Contract Supervision. It is now necessary to designate employees for the remaining positions in the two Bureaus.

The work of the two Bureaus will consist chiefly of duties heretofore performed in the Finance Department. The work of the Bureau of Contract Supervision has been performed to a large extent by the Bureau of Municipal Investigation and Statistics, of which Mr. Adamson is head, and the work of the Bureau of Standards in relation to the standardization of salaries and grades has been performed by a force under the direction of Mr. Tirrell, Secretary of the Department of Finance. A large part of the work of the Bureau of Standards is such as has been performed by Examiners in the Bureau of Municipal Investigations and Statistics. These men have had years of training in the work.

It seems proper that in the transfer of work there should be a transfer of the employees trained in doing the work.

The Comptroller has agreed to transfer the funds necessary for the salaries of the employees of the two new Bureaus for the remainder of the year 1914. He has also agreed to the transfer of as many of the employees in the Finance Department as can be spared.

We recommend that the Comptroller be formally requested to consent to the transfer of employees as follows:

BUREAU OF CONTRACT SUPERVISION.

Thomas J. Patterson (Financial) Clerk	$1,950 00
Jacob J. Levit, Clerk	480 00
Henry J. Dern, Clerk	480 00
William J. Farrell, Clerk	750 00
T. Vincent Tully, Clerk	1,350 00
Winfred H. Roberts, Assistant Engineer	4,500 00
Richardson Saunders, Assistant Engineer	3,000 00
Alston G. Culver, Assistant Engineer	3,000 00
John H. Frazee, Assistant Engineer	5,000 00
James W. Reed, Assistant Engineer	4,500 00
Edward Riordan, Assistant Engineer	3,000 00
Peter P. Sheridan, Assistant Engineer	2,400 00
Peter J. McGowan, Examiner	3,500 00
Howard B. Elliott, Examiner	2,400 00
Edward A. Waterman, Photographer	1,200 00
Agnes C. McCormack, Stenographer and Typewriter	1,050 00
Florence M. Follmar, Stenographer and Typewriter	1,050 00
Eleanor L. Donohue, Stenographer and Typewriter	900 00

BUREAU OF STANDARDS.

Sadie Wiener, Clerk	$1,500 00
John J. O'Brien, Clerk	1,500 00
William F. O'Connell, Clerk	2,100 00
Harold V. Brockway, Clerk	1,950 00
Ernest Willvonseder, Examiner	3,000 00
Michael J. Hickey, Examiner	2,100 00
Robert Jordan, Examiner	3,500 00
Daniel V. Duff, Examiner	3,000 00
Clarence N. Severn, Clerk	1,050 00
M. B. Beekman, Assistant Engineer	2,700 00

The Comptroller has also informally agreed to the transfer of Robert G. Newbegin, Auditor of Accounts at $3,000; Joseph H. Eustace, Auditor of Accounts at $3,000; Thomas P. Smith, Examiner at $1,500; George W. J. Angell, Expert Accountant at $3,000; Paul Loeser, Expert Accountant at $4,000; Edward Feeney, Examiner at $3,000, and John W. McDonald, Expert Accountant at $3,500.

The grades of Expert Accountant at $3,000, Expert Accountant at $3,500, Expert Accountant at $4,000, Examiner at $3,000 and Examiner at $1,500 have not been established in the Board of Estimate and Apportionment, but the grades of Expert Accountant at $3,000, Expert Accountant at $3,500, Expert Accountant at $4,000 and the grades of Examiner at $1,800 and $3,000 for additional incumbents are now before the Board of Aldermen for action. The grade of Examiner at $3,000 for two incumbents has been established, and the Board of Estimate and Apportionment has requested the Municipal Civil Service Commission to exempt these two positions and also to exempt the position of Expert Accountant at $4,000. Until the positions are exempted the transfer of Mr. Loeser at $4,000, Mr. Newbegin and Mr. Eustace at $3,000 each cannot be made effective, and until the grades of Expert Accountant at $3,000 for Mr. Angell, Expert Accountant at $3,500 for Mr. McDonald, Examiner at $3,000 for Mr. Feeney, and the grade of Examiner for Mr. Smith can be established their transfers cannot be made. We recommend that the Comptroller be requested, pending the necessary actions to make these transfers effective, to detail Mr. Loeser, Mr. Feeney and Mr. McDonald to the Bureau of Standards, and to detail Mr. Angell, Mr. Newbegin, Mr. Eustace and Mr. Smith to the Bureau of Contract Supervision.

The total of transfers and details recommended from the Finance Department is as follows:

Bureau of Contract Supervision	$51,010 00
Bureau of Standards	32,900 00

In addition to the force proposed for transfer from the Finance Department, it is recommended that transfers from other Departments to the Bureau of Contract Supervision be requested, as follows:

From President, Borough of Manhattan, John F. Sullivan, Assistant Engineer, at $5,000.

From Board of Education, John R. Cave, Mechanical Engineer, at $2,400.

From Board of Water Supply, W. D. Murray, Assistant Engineer, at $2,400; Mae L. Weidman, Stenographer and Typewriter, at $900; Leicester Durham, Assistant Engineer, at $2,400.

From President, Borough of Brooklyn, Charles Tilgner, Assistant Engineer, at $2,100; Warner King, Engineer Inspector, at $1,800; Edgar Rogers, Engineer Inspector, at $1,800, and Benjamin A. Smith, Draftsman, at $1,650.

From Department of Water Supply, Gas and Electricity, T. W. Rochester, Inspector, at $1,650.

From Tenement House Department, J. V. S. Dixon, Clerk, at $1,350.

Mr. Sullivan's present salary is $4,000. He was offered a salary of $5,000 last year, but decided to remain with the President of the Borough of Manhattan.

Mr. Cave was transferred to the Board of Education, with the expectation that he would receive a salary of $3,000, but, because of a civil service complication over his title, he has been receiving only $1,650 as a Fuel Engineer in the Department of Education.

Miss Weidman is proposed for transfer at $900, the rate which she is now receiving.

The Finance Department arranged some time ago for the transfer of Mr. Murray at a salary of $2,400, but, because of the pending organization of the new Bureau of Contract Supervision, the transfer was not made effective, the matter being held until this time so that the transfer could be made directly to the Board of Estimate and Apportionment.

Mr. Dixon is now receiving a salary of $1,350 in the Tenement House Department, and, at the rate approved in the Board of Estimate and Apportionment, his transfer will mean a decrease in salary of $150.

Mr. Rochester is an Inspector at $1,500. The rate approved in the Board of Estimate and Apportionment will give him an increase of $150.

Mr. Leicester Durham is now receiving $2,700 in the Board of Water Supply, and his transfer at the proposed rate will mean a decrease of $300.

Mr. Tilgner, Mr. King, Mr. Rogers and Mr. Smith are all receiving the same salaries proposed in the Board of Estimate and Apportionment.

The following table shows the name, title of position, present salary, proposed salary, present place of employment of all persons scheduled for the Bureau of Contract Supervision:

Name, Title of Position, and Present Place of Employment.	Present Rate.	Proposed Rate.	Change.
Tilden Adamson, Director, Finance Department.	$6,000 00	$6,000 00	None
John H. Frazee, Assistant Engineer, Finance Department	5,000 00	5,000 00	None
James W. Reed, Assistant Engineer, Finance Department	4,500 00	4,500 00	None
Winfred H. Roberts, Assistant Engineer, Finance Department	4,500 00	4,500 00	None
Edward Riordan, Assistant Engineer, Finance Department	3,000 00	3,000 00	None
Richardson Saunders, Assistant Engineer, Finance Department	3,000 00	3,000 00	None
Alston G. Culver, Assistant Engineer, Finance Department	3,000 00	3,000 00	None
Peter P. Sheridan, Assistant Engineer, Finance Department	2,400 00	2,400 00	None
Robert G. Newbegin, Examiner, Finance Department	3,000 00	3,000 00	None
Joseph H. Eustace, Examiner, Finance Department	3,000 00	3,000 00	None
George W. J. Angell, Expert Accountant, Finance Department	3,000 00	3,000 00	None
Howard B. Elliott, Examiner, Finance Department	2,400 00	2,400 00	None
Peter J. McGowan, Examiner, Finance Department	3,500 00	3,500 00	None
Thomas J. Patterson, Clerk, Finance Department	1,950 00	1,950 00	None
Thomas P. Smith, Examiner, Finance Department	1,500 00	1,500 00	None
T. Vincent Tully, Clerk, Finance Department..	1,350 00	1,350 00	None
Edward A. Waterman, Photographer, Finance Department	1,200 00	1,200 00	None
Florence M. Follmar, Stenographer and Typewriter, Finance Department	1,050 00	1,050 00	None
Agnes C. McCormack, Stenographer and Typewriter, Finance Department	1,050 00	1,050 00	None
Eleanor L. Donohue, Stenographer and Typewriter, Finance Department	900 00	900 00	None
Mae L. Weidman, Stenographer and Typewriter, Board of Water Supply	900 00	900 00	None
J. V. S. Dixon, Clerk, Tenement House Department	1,350 00	1,200 00	*a*$150 00
Charles Tilgner, Assistant Engineer, President, Brooklyn	2,100 00	2,100 00	None
Warner King, Engineer Inspector, President, Brooklyn	1,800 00	1,800 00	None

Name, Title of Position, and Present Place of Employment.	Present Rate.	Proposed Rate.	Change.
Benjamin A. Smith, Draftsman, President, Brooklyn	1,650 00	1,650 00	None
Leicester Durham, Assistant Engineer, Board of Water Supply	2,700 00	2,400 00	*a*300 00
T. W. Rochester, Inspector, Department of Water Supply, Gas and Electricity	1,500 00	1,650 00	*b*150 00
W. D. Murray, Assistant Engineer, Board of Water Supply	2,400 00	2,400 00	None
John R. Cave, Mechanical Engineer, Board of Education	1,650 00	2,400 00	**b*750 00
John F. Sullivan, Assistant Engineer, President, Manhattan	4,000 00	5,000 00	*b*1,000 00
Jacob J. Levit, Clerk, Finance Department	480 00	480 00	None
Henry J. Dern, Clerk, Finance Department	480 00	480 00	None
William J. Farrell, Clerk, Finance Department.	750 00	750 00	None
Edgar Rogers, Engineer Inspector, President, Brooklyn	1,800 00	1,800 00	None
Electrical Engineer, to be transferred or taken from list	.....	4,000 00	.....
Stenographer and Typewriter, to be appointed from list	.....	900 00	.....
		$85,210 00	

a Decrease. *b* Increase. * This is really a decrease of $600, as Mr. Cave was transferred to the Board of Education with the expectation of receiving $3,000, but his promotion has been held up because of Civil Service complications.

All employees to be transferred from Finance Department are to receive their present salaries.

The schedule proposed for the Bureau of Contract Supervision is $85.210, which is slightly less than the schedule totaling $85,330 already approved for the Bureau:

The schedule proposed for the Bureau of Standards is as follows:

Name, Title of Position, and Present Place of Employment.	Present Rate.	Proposed Rate.	Change.
George L. Tirrell, Director, Finance Department.	$6,000 00	$6,000 00	None
F. T. Newell, Salary and Grade Examiner, Committee on Salaries and Grades	*c*10 00	3,000 00	*a*$30 00
G. W. Francis, Salary and Grade Examiner, Committee on Salaries and Grades	*c*10 00	3,000 00	*a*30 00
Fulton Colville, Salary and Grade Examiner, Committee on Salaries and Grades	*c*10 00	2,400 00	*a*630 00
Howard Pemberton, Jr., Salary and Grade Examiner, Committee on Salaries and Grades	*c*10 00	2,400 00	*a*630 00
D. F. Beckingham, Salary and Grade Examiner, Committee on Salaries and Grades	*c*6 00	2,400 00	*b*582 00
William G. VanWert, Salary and Grade Examiner, Committee on Salaries and Grades	*c*6 00	2,400 00	*b*582 00
S. B. Gibbons, Salary and Grade Examiner, Committee on Salaries and Grades	*c*8 00	2,100 00	*a*324 00
E. H. Osborne, Salary and Grade Examiner, Committee on Salaries and Grades	*c*8 00	2,100 00	*a*324 00
Paul Loeser, Expert Accountant, Finance Department	4,000 00	4,000 00	None
Robert Jordan, Examiner, Finance Department	3,500 00	3,500 00	None
Daniel V. Duff, Examiner, Finance Department	3,000 00	3,000 00	None
Ernest Wilvonseder, Examiner, Finance Department	3,000 00	3,000 00	None
William F. O'Connell, Clerk, Finance Department	2,100 00	2,100 00	None
John W. McDonald, Expert Accountant, Finance Department	3,500 00	3,500 00	None
Michael J. Hickey, Examiner, Finance Department	2,100 00	2,100 00	None
Edward Feeney, Examiner, Finance Department.	3,000 00	3,000 00	None
John J. O'Brien, Clerk, Finance Department	1,500 00	1,500 00	None
Harold V. Brockway, Clerk, Finance Department	1,950 00	1,950 00	None
Sadie Wiener, Clerk, Finance Department	1,500 00	1,500 00	None
Clarence Severn, Clerk, Finance Department	1,050 00	1,050 00	None
William S. Beekman, Engineer, Finance Department	2,700 00	2,700 00	None
Draftsman, from list or by transfer	.....	1,350 00	.....
Draftsman, from list or by transfer	.....	1,350 00	.....
Draftsman, from list or by transfer	.....	1,350 00	.....
Draftsman, from list or by transfer	.....	1,350 00	.....
Draftsman, from list or by transfer	.....	1,200 00	.....
Draftsman, from list or by transfer	.....	1,200 00	.....
Draftsman, from list or by transfer	.....	1,200 00	.....
Draftsman, from list or by transfer	.....	1,200 00	.....
Stenographer and Typewriter, from list or by transfer	.....	900 00	.....
Stenographer and Typewriter, from list or by transfer	.....	900 00	.....
Stenographer and Typewriter, from list or by transfer	.....	900 00	.....
Clerk, from list or by transfer	.....	600 00	.....
Clerk, from list or by transfer	.....	480 00	.....
		$72,680 00	

a Decrease. *b* Increase. *c* Per day.

Supplies Division—As existing under Budget appropriation.

Standard Testing Laboratory—As existing under Budget appropriation.

The total of the schedule proposed for the Bureau of Standards is $72,680, which is less than the schedule total of $72,830 already approved for this Bureau.

We recommend that the Secretary of this Board be authorized to send letters of appointment or to effect the transfer of persons named in the preceding schedules.

The new forces already approved for the two Bureaus are as follows:

Bureau of Contract Supervision	$85,330 00
Bureau of Standards	72,830 00
Total	$158,160 00

All of the employees from the Department of Finance are suggested for transfers at their present salaries, although some of them have been offered higher salaries in other Departments.

At the time of making the Budget for 1914 an appropriation of more than $100,000 was made for the contingency account of the Board of Estimate and Apportionment with the expectation that the work of the Committee on Standardization of Salaries and Grades would be financed from that account. Inasmuch as the expenditures from the contingency account were so much larger than this last year it is doubtful whether the $100,000 would be sufficient. For that reason we believe that it would be better at this time to increase the contingency account in order to provide for that portion of the cost of the new bureaus which cannot be provided for by transfer of funds from personal service accounts in the Department of Finance.

The Comptroller has consented to the transfer of $58,050 in annual rate from personal service accounts, or $43,537.50 in cash, which is equivalent for the remaining nine months of the year to an annual rate of $58,000. The annual rate of expenditure for the forces of the two new bureaus as already approved by this Board is $158,160. Therefore, it will be necessary to provide for the remaining $100,000 of annual rate not provided for in the transfer of $58,000 from the Finance Department. The Comptroller has suggested the transfer of the necessary amount from Code No. 3005, "Advertising Not Otherwise Provided for, Including Arrearages."

Inasmuch as three months of the year have already expired, it will be necessary to provide cash for only nine months. The amount necessary, in addition to the $43,537.50 from personal service accounts, will be $75,000. We recommend that this amount be transferred from Account No. 3005 to the contingency account of the Board of Estimate and Apportionment and segregated in that account as follows:

Bureau of Contract Supervision	$40,000 00
Bureau of Standards	35,000 00

For purposes of convenience we recommend that $58,050 in schedule rate transferred from the Bureau of Municipal Investigation and Statistics be set up in a schedule under Code No. 25, Personal Service, Salaries Regular Employees, Administration, with subheads in the schedule to separate the employees of the three bureaus that will be paid from this schedule. We recommend that the Secretary of this Board be directed to prepare payrolls for those employees of the Bureau of Contract Supervision and the Bureau of Standards not paid from Code No. 25, to be charged against Code No. 45TC, Contingencies.

We recommend that the Secretary be directed to notify Mr. Tirrell and Mr. Adamson of their appointments by this Board as Directors of the two new bureaus, to be effective as soon as action by the Civil Service Commission will permit of their employment.

We recommend that the transfers of money and personnel and the requested assignment of men from the Comptroller's office be made effective as of April 4, 1914.

The adoption of the attached resolutions will carry our recommendations into effect. Respectfully,

JOHN PURROY MITCHEL, Mayor; WM. A. PRENDERGAST, Comptroller; GEO. McANENY, President, Board of Aldermen; Committee on Organizations.

Mr. George A. Acker, representing the Commissioner of Water Supply, Gas and Electricity, appeared and requested that action with regard to the transfer of Mr. T. W. Rochester from said Department be deferred. The request was granted.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1914, as follows:

FROM

3005 Advertising Not Otherwise Provided For, Including Arrearages.. $75,000 00

TO

BOARD OF ESTIMATE AND APPORTIONMENT.

45TC Contingencies $75,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—15.

Negative—The President of the Borough of Queens—1.

—

The following resolution was offered:

Resolved, That, the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1914, as follows:

FROM

DEPARTMENT OF FINANCE.

Personal Service, Salaries Regular Employees, Executive and Advisory.

81 Municipal Investigations and Statistics $43,053 75

TO

BOARD OF ESTIMATE AND APPORTIONMENT.

Personal Service, Salaries Regular Employees.

25 Administration $43,053 75

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—15.

Negative—The President of the Borough of Queens—1.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1914, to be effective April 4, 1914, as follows:

BOARD OF ESTIMATE AND APPORTIONMENT.

Personal Service, Salaries Regular Employees.

25	Administration—		
	Bureau of Records and Minutes:		
	Secretary	$7,500 00	
	Assistant Secretary	4,000 00	
	Clerk (Chief)	4,000 00	
	Stenographer to the Board	3,500 00	
	Clerk	3,500 00	
	Clerk, 2 at $1,950	3,900 00	
	Clerk, 3 at $1,200	3,600 00	
	Clerk	900 00	
	Clerk	600 00	
	Clerk, 2 at $540	1,080 00	
	Clerk	300 00	
	Stenographer and Typewriter	2,250 00	
	Stenographer and Typewriter, 2 at $1,800	3,600 00	
	Stenographer and Typewriter, 2 at $1,650	3,300 00	
	Stenographer and Typewriter, 2 at $1,050	2,100 00	
	Typewriting Copyist, 2 at $900	1,800 00	
	Telephone Operator	1,050 00	
	Balance unassigned	510 00	
			$47,490 00
	Bureau of Contract Supervision:		
	Director	$6,000 00	
	Examiner	3,500 00	
	Examiner	2,400 00	
	Clerk	1,350 00	
	Stenographer and Typewriter, 2 at $1,050	2,100 00	
	Assistant Engineer	5,000 00	
	Assistant Engineer, 3 at $3,000	9,000 00	
	Assistant Engineer	2,400 00	
			31,750 00
	Bureau of Standards:		
	Director	$6,000 00	
	Examiner	3,500 00	
	Examiner, 2 at $3,000	6,000 00	
	Clerk	2,100 00	
	Clerk	1,950 00	
	Clerk, 2 at $1,500	3,000 00	
	Clerk	1,050 00	
	(Assistant) Engineer	2,700 00	
			26,300 00
			$105,540 00

DEPARTMENT OF FINANCE.

Executive and Advisory.

81	Municipal Investigation and Statistics—	
	Supervising Statistician and Examiner	$6,000 00
	Expert Accountant	4,000 00
	Expert Accountant, 2 at $3,500	7,000 00
	Expert Accountant	3,000 00
	Expert Accountant	2,500 00
	Auditor of Accounts, 3 at $3,000	9,000 00
	Accountant	1,350 00
	Examiner	4,000 00
	Examiner	3,500 00
	Examiner	3,000 00
	Examiner	2,850 00
	Examiner	2,400 00
	Examiner	1,950 00
	Examiner	1,650 00
	Examiner	1,500 00
	Clerks, 2 at $2,100	4,200 00

Clerk	1,950 00
Clerk	1,500 00
Clerk, 2 at $1,050	2,100 00
Clerk	750 00
Clerk	300 00
Principal Assistant Engineer	6,000 00
Assistant Engineer	3,500 00
Stenographer and Typewriter	1,200 00
Stenographer and Typewriter	900 00
Stenographer and Typewriter, 2 at $750	1,500 00
Tabulating Machine Operator	900 00
Balance unassigned	400 00
	$78,900 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—15.

Negative—The President of the Borough of Queens—1.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1914, to be effective April 4, 1914, as follows:

BOARD OF ESTIMATE AND APPORTIONMENT.

45TC	Contingencies—		
	General		$92,347 61
	Bureau of Contract Supervision:		
	Salaries, Regular Employees—		
	Examiner, 2 at $3,000	$6,000 00	
	Expert Accountant	3,000 00	
	Examiner	1,500 00	
	Clerk	1,950 00	
	Clerk	1,200 00	
	Clerk	750 00	
	Clerk, 2 at $480	960 00	
	Stenographer and Typewriter, 3 at $900	2,700 00	
	Photographer	1,200 00	
	Electrical Engineer	4,000 00	
	Assistant Engineer	5,000 00	
	Assistant Engineer, 2 at $4,500	9,000 00	
	Assistant Engineer, 2 at $2,400	4,800 00	
	Assistant Engineer	2,100 00	
	Mechanical Engineer	2,400 00	
	Engineer Inspector, 2 at $1,800	3,600 00	
	Inspector	1,650 00	
	Draftsman	1,650 00	
	Annual rate	$53,460 00	40,000 00
	Bureau of Standards:		
	Expert Accountant	$4,000 00	
	Expert Accountant	3,500 00	
	Examiner	3,000 00	
	Examiner	2,100 00	
	Salary and Grade Examiner, 2 at $3,000	6,000 00	
	Salary and Grade Examiner, 4 at $2,400	9,600 00	
	Salary and Grade Examiner, 2 at $2,100	4,200 00	
	Stenographer and Typewriter, 3 at $900	2,700 00	
	Clerk	600 00	
	Clerk	480 00	
	Draftsman, 4 at $1,350	5,400 00	
	Draftsman, 4 at $1,200	4,800 00	
	Annual rate	$46,380 00	35,000 00
	Wages, Temporary Employees:		
	Assistant Salary Standardization Expert at $10 per day (303 days)	$3,030 00	
	Assistant Salary Standardization Expert at $8 per day (449 days)	3,592 00	
	Assistant Salary Standardization Expert at $6 per day (190 days)	1,140 00	
	Assistant Salary Standardization Expert at $5 per day (38 days)	190 00	
	Assistant Salary Standardization Expert at $4 per day (162 days)	648 00	
	Clerk at $300 per annum (1 month)	25 00	
	Mechanical Draftsman (3 months)	300 00	
	Architectural Draftsman (6 months 15 days)	648 39	
		$9,573 39	$9,573 39
			$176,921 00

Advertising, Fixed Charges and Contributions.

3005	Advertising, not otherwise provided for, including arrearages	$98,500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—15.

Negative—The President of the Borough of Queens—1.

Board of Estimate and Apportionment; New York Public Library—Modification of Schedules and Transfer of Appropriation (Cal. No. 16).

(On March 27, 1914, this matter was laid over for one week.)

The Secretary presented the following report of the Comptroller recommending the transfer of $13,450 from the Board of Estimate and Apportionment to the New York Public Library and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—At a meeting of the Board of Estimate and Apportionment held on March 6, 1914, a resolution was adopted authorizing the New York Public Library to assume the management of the Municipal Reference Library to operate as a branch in the Municipal Building, also approving a salary schedule and a schedule of expense for other than Personal Service. The Personal Service Schedule as approved was as follows:

Librarian	$3,500 00
First Assistant Librarian	2,400 00
Cataloguer	1,200 00
Stenographer	900 00
Clerk, 2 at $300	600 00
Total	$8,600 00

The schedule of expenses for other than Personal Service was as follows:

Furniture and equipment	$1,000 00
Stationery and supplies	500 00
Telephone, carfares, etc	200 00
Sundries	300 00
Books, periodicals, etc	3,000 00
Total	$7,000 00

The amount required in cash for Personal Service for nine (9) months would be $6.450. This, with the $7,000 for other than Personal Service, would make a total requirement of $13,450.

The operation of the Municipal Reference Library is properly a function of the Board of Estimate and Apportionment. The library has been put under the management of the New York Public Library for purposes of convenience in administration. I believe that for the remainder of this year the expenses of the operation should be borne by the Board of Estimate and Apportionment and I recommend that the amount of $13,450 be transferred from the Contingency Fund of the Board of Estimate and Apportionment to the Contingency Fund of the New York Public Library.

The adoption of the attached resolution will carry my recommendation into effect.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1914, as follows:

FROM

BOARD OF ESTIMATE AND APPORTIONMENT.

45TC	Contingencies	$13,450 00

TO

NEW YORK PUBLIC LIBRARY.

1486	Contingencies	$13,450 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1914, to be effective April 4, 1914, as follows:

BOARD OF ESTIMATE AND APPORTIONMENT.

45TC	Contingencies—		
	General		$78,897 61
	Bureau of Contract Supervision:		
	Salaries, Regular Employees—		
	Examiner, 2 at $3,000	$6,000 00	
	Expert Accountant	3,000 00	
	Examiner	1,500 00	
	Clerk	1,950 00	
	Clerk	1,200 00	
	Clerk	750 00	
	Clerk, 2 at $480	960 00	
	Stenographer and Typewriter, 3 at $900	2,700 00	
	Photographer	1,200 00	
	Electrical Engineer	4,000 00	
	Assistant Engineer	5,000 00	
	Assistant Engineer, 2 at $4,500	9,000 00	
	Assistant Engineer, 2 at $2,400	4,800 00	
	Assistant Engineer	2,100 00	
	Mechanical Engineer	2,400 00	
	Engineer Inspector, 2 at $1,800	3,600 00	
	Inspector	1,650 00	
	Draftsman	1,650 00	
	Annual rate	$53,460 00	40,000 00
	Bureau of Standards:		
	Expert Accountant	$4,000 00	
	Expert Accountant	3,500 00	
	Examiner	3,000 00	
	Examiner	2,100 00	
	Salary and Grade Examiner, 2 at $3,000	6,000 00	
	Salary and Grade Examiner, 4 at $2,400	9,600 00	
	Salary and Grade Examiner, 2 at $2,100	4,200 00	
	Stenographer and Typewriter, 3 at $900	2,700 00	
	Clerk	600 00	
	Clerk	480 00	
	Draftsman, 4 at $1,350	5,400 00	
	Draftsman, 4 at $1,200	4,800 00	
	Annual rate	$46,380 00	35,000 00
	Wages, Temporary Employees—		
	Assistant Salary Standardization Expert, at $10 per day (303 days)	3,030 00	
	Assistant Salary Standardization Expert, at $8 per day (449 days)	3,592 00	
	Assistant Salary Standardization Expert, at $6 per day (190 days)	1,140 00	
	Assistant Salary Standardization Expert, at $5 per day (38 days)	190 00	
	Assistant Salary Standardization Expert, at $4 per day (162 days)	648 00	
	Clerk, at $300 per annum (1 month)	25 00	
	Mechanical Draftsman (3 months)	300 00	
	Architectural Draftsman (6 months, 15 days)	648 39	
			9,573 39
			$163,471 00

NEW YORK PUBLIC LIBRARY.

1486	Contingencies	$15,200 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Board of Estimate and Apportionment—Report of Committee on Rules Governing Procedure (Cal. No. 17).

The Secretary presented a report of the Committee on Organization recommending for adoption rules governing procedure of the Board of Estimate and Apportionment.

Which was laid over for two weeks (April 17, 1914) and the Secretary directed to send copies thereof to the members of the Board.

Fire Department—Modification of Schedules and Transfers of Appropriations (Cal. No. 18A).

The Secretary presented a communication from the Fire Department, dated March 13, 1914, requesting a transfer within appropriations made to said Department for 1913, and the following report of the Comptroller recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 13, 1914, the Fire Commissioner requested transfer of $856.22 within appropriations to his Department for the year 1913. In connection therewith I report as follows:

The transfers are in Contract or Open Order Service. It is proposed to transfer $2.34 from Transportation, Fire Prevention, No. 1476, Inspection; $39.24 from No. 1477, Investigation, and $814.64 from Communication, Telephone Service, No. 1480, General Administration. The credit transfers are $371.35 to Transportation, Fire Fighting, No. 1479, Alarm Service, and $484.87 to Communication, No. 1481, Telegraph Service. Necessity for the credit transfers is shown in the following statement:

1479	Appropriation	$4,035 00	
	Expended	4,035 00	
	Outstanding—		
	Bills for carfare for employees of the Telegraph Bureau during November and December, 1913	$371 35	
	Deficit		$371 35
1481	Appropriation	$7,000 00	
	Expended	3,760 87	
	Balance	$3,239 13	

Outstanding—
Bills for wire privileges, on Brooklyn Rapid Transit Elevated structures, from July 1 to December 31, 1913 ..... 3,724 00

Deficit 484 87

Total Credit Transfers..... $856 22

Payment of the outstanding claims will close the accounts. There are sufficient balances in the debit accounts to permit the transfers.

I recommend adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Fire Department for the year 1913, as follows:

FROM

Contract or Open order Service, Transportation, Fire Prevention.

1476 Inspection $2 34
1477 Investigation 39 24
Contract or Open Order Service, Communication, Telephone Service.
1480 General Administration 814 64

$856 22

TO

Contract or Open Order Service, Transportation, Fire Fighting.

1479 Alarm Service $371 35
Contract or Open Order Service, Communication.
1481 Telegraph Service 484 87

$856 22

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Fire Department for the year 1913, as follows:

Contract or Open Order Service, Transportation.

Fire Prevention:
1476 Inspection $1,797 66
1477 Investigation 2,960 76
Fire Fighting:
1479 Alarm Service 4,406 35
Contract or Open Order Service, Communication, Telephone Service.
1480 General Administration 24,940 61
1481 Telegraph Service 7,484 87

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Parks, Borough of Brooklyn—Modification of Schedules and Transfer of Appropriation (Cal. No. 18B).

The Secretary presented a communication from the Department of Parks, Borough of Brooklyn, dated March 17, 1914, requesting the transfer within appropriations made to said Department for 1914, and the following report of the Comptroller, recommending approval thereof and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 17, 1914, the Commissioner of Parks, Borough of Brooklyn, requested transfer of $250 within appropriations to his department for the year 1914. In connection therewith I report as follows:

It is proposed to transfer $100 to Purchase of Equipment, No. 1301, Office Equipment. The appropriation for this purpose was $1,315. The expenditures to March 17, 1914, amounted to $1,313.82, leaving a balance of $1.18. Of the amount appropriated, $102.74 was used to buy new equipment for the office of the Commissioner and his Secretary, $209.49 for the Accounting Division, $315.19 for the new office building for the engineering force, $450 for a blue print machine, $176.40 for an adding machine and $60 for a typewriter for the office of the Supervisor of Recreation. The $100 to be transferred is to be used to purchase necessary cabinets for filing vouchers, time reports and equipment inventories.

It is also proposed to transfer $150 to Contract or Open Order Service, No. 1312, Shoeing and Boarding Horses, including Veterinary Service. The appropriation for this purpose was $240.85. The expenditures to March 17, 1914, amounted to $198.95, leaving a balance of $41.90. Of the amount appropriated $144.45 was used for the purchase of horseshoes, pads, nails, etc., and $54.50 for veterinary services. The $150 is required in order to provide for the payment of an outstanding veterinary bill of $54, and for funds for veterinary services for the remainder of the year. During January and February seventeen horses were laid up sick, and at present there are three sick. This is unusual and has caused the deficit in the account.

The $250 is to be transferred from Supplies, No. 1299, Motor Vehicle Supplies.

I recommend the adoption of the attached resolutions approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Parks, Borough of Brooklyn, for the year 1914, as follows:

FROM

Supplies.

1299 Motor Vehicle Supplies $250 00

TO

Purchase of Equipment.

1301 Office Equipment $100 00
Contract or Open Order Service, Transportation.
1312 Shoeing and Boarding Horses, including Veterinary Service..... 150 00

$250 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Parks, Borough of Brooklyn, for the year 1914, as follows:

Supplies.

1299 Motor Vehicle Supplies $1,046 00
Purchase of Equipment.
1301 Office Equipment $1,415 00
Contract or Open Order Service, Transportation.
1312 Shoeing and Boarding Horses, including Veterinary Service $390 85

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Correction—Modification of Schedules and Transfer of Appropriation (Cal. No. 18C).

The Secretary presented a communication from the Department of Correction, dated March 16, 1914, requesting a transfer within the appropriation made to said Department for 1914, and the following report of the Comptroller recommending approval thereof and the modification of a schedule:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 19, 1914, the Commissioner of Correction requested transfer of $150 within appropriations for 1914. In connection therewith I report as follows:

It is proposed to transfer from "Contract or Open Order Service, Transportation, 2672, Carfare," to "2676, Contingencies."

In the 1914 Budget $100 was allowed for Contingencies. A reorganization of the Department required some overtime work which was paid from Contingencies. There is a balance of forty-five cents in this account. It is estimated that the sum requested will be necessary to continue work during the remainder of the year.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1914, as follows:

FROM

Contract or Open Order Service, Transportation.

2672 Carfare $150 00

TO

2676 Contingencies $150 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules, as revised, for the Department of Correction for the year 1914, as follows:

Contract or Open Order Service, Transportation.

2672 Carfare $2,050 00
2676 Contingencies 250 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Fire Department—Modification of Schedules and Transfer of Appropriation (Cal. No. 18D).

The Secretary presented a communication from the Fire Department, dated March 16, 1914, requesting a transfer within the appropriation made to said Department for 1914, and the following report of the Comptroller, recommending approval thereof and the modification of schedule:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 16, 1914, the Fire Commissioner requested transfer of $3,809.50 within appropriations to his Department for the year 1914. In connection therewith I report as follows:

It is proposed to transfer from Forage and Veterinary Supplies, No. 1675, Maintenance of Apparatus and Equipment, to No. 1712, Contingencies. The money is to pay for extra horse hire made necessary by severe weather, when extra horses were used to draw apparatus or were held in reserve against accident. No explicit provision was made for this in the Budget. It is a proper charge against Contingencies and there is sufficient unencumbered balance in the debit account to permit the transfer.

I recommend adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Fire Department for the year 1914, as follows:

FROM

Supplies, Forage and Veterinary Supplies.

1675 Maintenance of Apparatus and Equipment..... $3,809 50

TO

1712 Contingencies $3,809 50

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Fire Department for the year 1914 as follows:

Supplies, Forage and Veterinary Supplies.

1675 Maintenance of Apparatus and Equipment..... $136,190 50
1712 Contingencies 10.684 50

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Education—Transfer of Appropriation (Cal. No. 18E).

The Secretary presented a resolution of the Board of Education, adopted March 11, 1914, requesting a transfer within the appropriations made to the Department of Education for 1912, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 11, 1914, the Board of Education requested transfer of $485 within the Special School Fund appropriation for the year 1912. In connection therewith I report as follows:

The proposed transfer is from Supplies and Materials, Operation, Bureau of Supplies, No. 1170, Borough of Brooklyn, to Supplies and Materials, Administration, No. 1160, Office of the City Superintendent of Schools, $210, and Maintenance, Repairs and Storage of Automobiles, Maintenance, No. 1221, Bureau of Supplies, $275.

The sum of $485 requested is for the adjustment of accounts Nos. 1160 and 1221, including payments of bills outstanding for printing and miscellaneous supplies.

There is a sufficient balance in No. 1170 to meet the transfer. I recommend the adoption of the attached resolutions granting the request. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Education for the year 1912, as follows:

FROM

Supplies and Materials, Operation, Bureau of Supplies.

1170 Borough of Brooklyn $485 00

TO

Supplies and Materials, Administration.

1160 Office of the City Superintendent of Schools $210 00
Maintenance, Repairs and Storage of Automobiles, Maintenance.
1221 Bureau of Supplies 275 00

$485 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Queens Borough Public Library—Modification of Schedules and Transfers of Appropriations (Cal. No. 18F).

The Secretary presented a communication from the Secretary of the Queens Borough Library, dated March 14, 1914, transmitting copy of resolution adopted at a

meeting of the Board of Trustees of said Library, held March 13, 1914, requesting a transfer within the appropriations made to that Library for 1914, and the following report of the Comptroller, recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 14, 1914, the Board of Trustees of The Queens Borough Public Library requested transfer of $611 within appropriations to the Library for the year 1914. In connection therewith I report as follows:

It is proposed to transfer $280 from Purchase of Equipment, No. 1553, General Plant Equipment, and $331 from Contract or Open Order Service, Transportation, No. 1558, Expressage and Deliveries. The credit transfers are $280 to Contract or Open Order Service, No. 1555, General Repairs, and $331 to Contract or Open Order Service, Transportation, No. 1557, Carfare. The transfers are for the purpose of adjusting the credits in the accounts so that the purchases made may be changed in accordance with the segregation contemplated in the Budget allowances.

I recommend adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Queens Borough Public Library for the year 1914, as follows:

FROM

Purchase of Equipment.

1553	General Plant Equipment	$280 00

Contract or Open Order Service, Transportation.

1558	Expressage and Deliveries	331 00
		$611 00

TO

Contract or Open Order Service.

1555	General Repairs	$280 00

Contract or Open Order Service, Transportation.

1557	Carfare	331 00
		$611 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modification of schedules, as revised, for the Queens Borough Public Library for the year 1914, as follows:

Purchase of Equipment.

1553	General Plant Equipment	$29,189 00

Contract or Open Order Service.

1555	General Repairs	7,500 00

Contract or Open Order Service, Transportation.

1557	Carfare	902 00
1558	Expressage and Deliveries	1,760 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Education—Modification of Schedules and Transfer of Appropriation (Cal. No. 18G).

The Secretary presented a resolution adopted by the Board of Education March 11, 1914, requesting a transfer within the appropriations made to the Department of Education, for 1913, and the following report of the Comptroller, recommending approval thereof and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 11, 1914, the Board of Education requested transfer of $1,000 within Special School Fund appropriation for their Department for the year 1913. In connection therewith I report as follows:

The proposed transfer is from Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops, Code No. 3503, Borough of The Bronx, to Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops, Code No. 3505, Borough of Queens.

Under date of January 14, 1914, the Board of Education requested transfer, in error, of $1,000 from the latter, Code No. 3505, to Contract or Open Order Service, General Repairs, Code No. 3537, Borough of Queens. This request is made to replenish the former account.

There is sufficient balance in Code 3503 to meet the transfer.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Education, for the year 1913, as follows:

FROM

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3503	Borough of The Bronx	$1,000 00

TO

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3505	Borough of Queens	$1,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Education, for the year 1913, as follows:

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3503	Borough of The Bronx	$6,780 00

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3505	Borough of Queens	$2,339 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Board of Inebriety; Board of Elections—Modification of Schedules and Transfer of Appropriation (Cal. No. 18H).

The Secretary presented a communication from the Board of Inebriety, dated February 19, 1914, requesting a transfer from the appropriation made to the Board of Elections for 1913, communication from the Board of Elections, dated February 18, 1914, consenting thereto, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 19, 1914, the Executive Secretary of the Board of Inebriety requested transfer of $212.66 within the appropriations made for the year 1913. In connection therewith I report as follows:

It is proposed to transfer $197.66 to the account entitled "Board of Inebriety, Fixed Charges and Contributions, No. 2035, Taxes," and $15 to the account entitled "Board of Inebriety, Contract or Open Order Service, No. 2033, General Plant Service."

The 1913 Budget appropriation for taxes on the City Farm at Warwick, N. Y., was $300 on an assessment of $12,000. Since this allowance was made the State Assessors have assessed the farm at $25,000. The Corporation Counsel in an opinion to the Board of Inebriety has advised the Board to pay the tax bills as submitted for this property. These bills amount as follows:

School tax, District No. 17	$101 76
State and County highway tax	391 38
Probable Interest on school tax	4 52
	$497 66

The $300 appropriation made in the Budget is therefore not sufficient, and transfer of $197.66 is requested to cover the deficit.

Request is also made to transfer $15 to the General Plant Service account, No. 2033. The Secretary states that this amount is requested to repair a windmill on the Warwick Farm. This windmill was blown down by a gale on December 15, 1913, leaving the farm without any water supply. The Budget appropriation for this account was $15 and has been increased by transfers to $41. There is no available balance in the account.

It is proposed to transfer the $212.66 from the 1913 account entitled "Board of Elections, Fixed Charges and Contributions, No. 1191, Advertising." There is sufficient balance remaining in this account to permit of the requested transfer. On February 18, 1914, the Board of Elections consented to the transfer of the $212.66.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1913, as follows:

FROM

BOARD OF ELECTIONS.

Fixed Charges and Contributions.

1191	Advertising	$212 66

TO

BOARD OF INEBRIETY.

Contract or Open Order Service.

2033	General Plant Service	$15 00

Fixed Charges and Contributions.

2035	Taxes	197 66
		$212 66

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Board of Inebriety for the year 1913, as follows:

BOARD OF INEBRIETY.

Contract or Open Order Service.

2033	General Plant Service	$56 00

Fixed Charges and Contributions.

2035	Taxes	$497 66

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Queens Borough Public Library—Modification of Schedules and Transfer of Appropriation (Cal. No. 18-I).

The Secretary presented a communication from the Queens Borough Public Library, dated February 18, 1914, transmitting resolution adopted at a meeting of the Board of Trustees of said Library, March 17, 1914, requesting a transfer within the appropriations made to said Library for 1914, and the following report of the Comptroller recommending approval thereof, and the modification of schedules:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 14, 1914, the Board of Trustees of the Queens Borough Public Library requested transfer of $275 within appropriations to the Library for the year 1914. In connection therewith I report as follows:

It is proposed to transfer $275 from No. 1561, Contingencies, to No. 1562, Fixed Charges and Contributions. The purpose of the credit transfer to No. 1562 is to meet necessary small rental charges for traveling libraries at Springfield, Cedar Manor, Glendale and Louona Park, in the Borough of Queens. The allowance for rentals in the Budget was sufficient to meet existing contract obligations only. No provision was made for traveling libraries at the points named because they are located in stores used in part for other business and the library service was allowed rent free. It is stated that rent is now demanded because of increased business of the libraries, which makes their use of the premises so constant that the storekeeper is put to additional expense.

It appears that $192 will be necessary for the purpose, distributed as follows:

Springfield, 6 months at $5	$30 00
Cedar Manor, 9 months at $5	45 00
Glendale, 9 months at $3 (additional)	27 00
Louona Park, 9 months at $10	90 00
Total	$192 00

The Chief Librarian states that this amount is sufficient to meet requirements. There is sufficient balance in No. 1561, Contingencies, to permit the transfer.

I recommend adoption of the attached resolutions granting the request to the amount, $192.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter hereby approves transfer of funds appropriated to the Queens Borough Public Library for the year 1914, as follows:

FROM

1561	Contingencies	$192 00

TO

1562	Fixed Charges and Contributions, Rent	$192 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Queens Borough Public Library for the year 1914, as follows:

1561	Contingencies		$651 00
1562	Fixed Charges and Contributions—		
	Rent	$14,382 00	
	Water	118 00	
	Total Fixed Charges and Contributions		$13,500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Bellevue and Allied Hospitals—Modification of Schedules and Transfer of Appropriations (Cal. No. 18J).

The Secretary presented a communication from the Board of Trustees, Bellevue and Allied Hospitals, dated March 4, 1914, requesting a transfer within appropriations made to said Department for 1914, and the following report of the Comptroller recommending approval thereof, and the modification of schedules:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 4, 1914, the Board of Trustees of Bellevue and Allied Hospitals requested the transfer of $3,800 within the appropriations to that Department for the year 1913. I report thereon as follows:

Deficiencies exist in ten 1913 accounts. The unpaid bills chargeable to these accounts are itemized as follows:

386	Medical and Surgical Supplies—Gauze		$250 00
388	Refrigerating Supplies—Ice		250 00
390	Office Equipment—Card cabinets		50 00
391	Household Equipment—		
	White enamel beds	$168 90	
	Window shades	27 10	
	Linoleum	148 56	
	Oak folding yard	5 44	
			350 00
394	Motor Vehicles and Equipment—Gasolene		50 00
395	Wearing Apparel—		
	Men's suits	$630 00	
	Men's overcoats	370 00	
			1,000 00
396	General Plant Equipment—		
	Garbage cans	$54 00	
	Hardware	70 24	
	Brooms and brushes	132 50	
	Sheep wool sponges	18 00	
	Specimen glasses	21 70	
	Stencils	3 56	
			300 00
398	General Repairs and Buildings—		
	Widening doors to verandah, Fordham Hospital	$297 00	
	Double hung sash	53 00	
			350 00
403	Communication—Telephone contract		150 00
406	Contingencies—		
	Care of Nurses and Doctors ill with diphtheria	$50 00	
	Services, Consulting engineer	200 00	
			250 00
			$3,000 00

On March 25, 1914, the Board of Trustees orally modified the request by changing the amount to be transferred from $3,800 to $3,000.

Sufficient balances remain in the debit accounts to permit of the transfers.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to Bellevue and Allied Hospitals for the year 1913, as follows:

FROM

382	Food Supplies	$500 00
384	Fuel Supplies	1,000 00
397	Materials, General Plant	500 00
399	General Repairs, Plant	1,000 00
		$3,000 00

TO

386	Medical and Surgical Supplies	$250 00
388	Refrigerating Supplies	250 00
390	Office Equipment	50 00
391	Household Equipment	350 00
394	Motor Vehicles and Equipment	50 00
395	Wearing Apparel	1,000 00
396	General Plant Equipment	300 00
398	General Repairs, Building	350 00
403	Telephone Service	150 00
406	Contingencies	250 00
		$3,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised, for Bellevue and Allied Hospitals for the year 1913, as follows:

BELLEVUE AND ALLIED HOSPITALS.

382	Food Supplies	$351,168 13
384	Fuel Supplies	71,989 92
397	Materials, General Plant	25,138 60
399	General Repairs, Plant	29,913 18
386	Medical and Surgical Supplies	86,237 76
388	Refrigerating Supplies	5,567 98
390	Office Equipment	2,262 66
391	Household Equipment	28,515 36
394	Motor Vehicles and Equipment	10,480 81
395	Wearing Apparel	38,111 54
396	General Plant Equipment	18,420 55
398	General Repairs, Building	11,182 94
403	Telephone Service	7,140 00
406	Contingencies	4,474 17

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Water Supply, Gas and Electricity—Modification of Schedules and Transfer of Appropriation (Cal. No. 19).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated March 18, 1914, requesting the modification of schedules and transfer of appropriation for 1913, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 18, 1914, the Commissioner of Water Supply, Gas and Electricity requested modification of two schedules for wages in his Department for 1913, involving a transfer of $90. In connection therewith I report as follows:

In Personal Service, Wages Temporary Employees, Water Supply, Pumping, No. 720W, Water Revenue Force, the allowance for Enginemen, at $4.50 per day, is reduced from 71 to 51 days, and the schedule total decreased from $2,790 to $2,700. The $90 thus released is transferred to schedule No. 723W.

In Personal Service, Wages Temporary Employees, Water Supply, Distribution, No. 723W, the allowance for Laborers, at $2.50 per day, is increased from 3,028 to 3,064 days, and the schedule total increased from $20,571 to $20,661. The $90 necessary is provided by the transfer from Schedule No. 720W previously noted.

The Commissioner states that these changes are necessary to provide for services rendered by "about twenty Laborers for one or more day's wages each during the last week of last year."

The line item changes, in detail, are as follows:

Code No.	Line Item.	Schedule Transfer. Decrease.	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
720W	Engineman, at $4.50 per day (71 days)	$90 00	.....	$90 00	.....
723W	Laborer, at $2.50 per day (3,028 days)	.....	$90 00	.....	$90 00
		$90 00	$90 00	$90 00	$90 00

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the transfer of funds appropriated to the Department of Water Supply, Gas and Electricity, for the year 1913, from the Brooklyn water revenue of said year, as follows:

FROM

S-379	Department of Water Supply, Gas and Electricity, Personal Service, Wages, Temporary Employees, Water Supply, Pumping, No. 720W, Water Revenue Force, Water Revenue Allowance	$90 00

TO

S-380	Department of Water Supply, Gas and Electricity, Personal Service, Wages, Temporary Employees, Water Supply, Distribution, No. 723W, Water Revenue Force, Water Revenue Allowance	$90 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of schedules, as revised, for the Department of Water Supply, Gas and Electricity for the year 1913, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Personal Service, Wages Temporary Employees, Water Supply, Pumping.

720W	Water Revenue Force—		
	Foreman Machinist, at $5 per day (7 days)		$35 00
	Machinist, at $4.50 per day (80 days)		360 00
	Machinist Helper, at $3 per day (39 days)		117 00
	Pattern Maker, at $5 per day (2 days)		10 00
	Steamfitter, at $5.50 per day (4 days)		22 00
	Pipefitter, at $5.50 per day (14 days)		77 00
	Pipefitter's Helper, at $3 per day (8 days)		24 00
	Boilermaker, at $4.25 per day (24 days)		102 00
	Blacksmith, at $4.50 per day (10 days)		45 00
	Blacksmith's Helper, at $3 per day (8 days)		24 00
	Bricklayer, at $5.60 per day (10 days)		56 00
	Carpenter, at $5 per day (3 days)		15 00
	Tinsmith, at $4.75 per day (2 days)		9 50
	Wireman, at $4.50 per day (5 days)		22 50
	Rigger, at $3.75 per day (6 days)		22 50
	Foreman, at $4 per day (14 days)		56 00
	Foreman, at $2.50 per day (10 days)		25 00
	Laborer Rockman, at $3 per day (7 days)		21 00
	Driver, at $2.50 per day (8 days)		20 00
	Laborer, at $2.50 per day (308 days)		770 00
	Engineman, at $4.50 per day (51 days)		229 50
	Oiler, at $3 per day (48 days)		144 00
	Stoker, at $3 per day (164 days)		492 00
	Balance unassigned		1 00
	Schedule Total		$2,700 00
	Water Revenue Allowance		2,700 00

Personal Service, Wages Temporary Employees, Water Supply, Distribution.

723W	Water Revenue Force—		
	Foreman Machinist, at $5 per day (7 days)		$35 00
	Foreman, at $5 per day (11 days)		55 00
	Foreman, at $4 per day (91 days)		364 00
	Assistant Foreman, at $4 per day (67 days)		268 00
	Assistant Foreman, at $3 per day (148 days)		444 00
	Plumber, at $5.50 per day (18 days)		99 00
	Machinist, at $4.50 per day (52 days)		234 00
	Machinist's Helper, at $3 per day (88 days)		264 00
	Blacksmith, at $4.50 per day (20 days)		90 00
	Blacksmith Helper, at $3 per day (39 days)		117 00
	Caulker, at $4 per day (1,458 days)		5,832 00
	Tapper, at $4 per day (4 days)		16 00
	Valveman, at $3 per day (13 days)		39 00
	Driver, at $2.50 per day (1,984 days)		4,960 00
	Laborer, at $2.50 per day (3,064 days)		7,660 00
	Inspector, at $4 per day (46 days)		184 00
	Schedule Total		$20,661 00
	Water Revenue Allowance		20,661 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Parks, Boroughs of Manhattan and Richmond—Modification of Schedule (Cal. No. 20).

The Secretary presented a communication from the Department of Parks, Boroughs of Manhattan and Richmond, dated March 18, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 18, 1914, the Commissioner of Parks, Boroughs of Manhattan and Richmond, requested modification of the schedule Wages, Temporary Employees, No. 1124, Care of Parks and Boulevards, in his Department for the year 1914. In connection therewith I report as follows:

It is proposed to change the title of four Laborers, two to Storekeeper's Helper and two to Messenger, at $900 per annum each. The four employees are now provided for at $2.50 per day, for 365 days each, or $912.50 per annum, and have been performing the duties of Storekeeper's Helper and Messenger with the consent of the Municipal Civil Service Commission. Promotion examinations for these positions were recently held and were successfully passed by the four employees in question.

On January 9, 1914, the Board of Estimate and Apportionment adopted a resolution recommending the establishment of these new positions. On February 10, 1914, the Board of Aldermen concurred in the resolution and established the positions.

The modification is requested in order that the titles of the four employees may conform to the work they are performing and to meet the requirements of the Municipal Civil Service Commission.

No increase in appropriation is required, as the $2,700 necessary to pay the four employees from April 1, 1914, is to be taken from the line Laborer, at $2.50 per day (115,911 days), in which line they were provided for as Laborers.

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule as revised for the Department of Parks, Boroughs of Manhattan and Richmond, for the year 1914, to be effective as of April 1, 1914, as follows:

Personal Service, Wages Temporary Employees.

124	Care of Parks and Boulevards—	
	Foreman, at $4 per day (365 days)	$1,460 00
	Laborer, at $3 per day (1,878 days)	5,634 00
	Laborer, at $2.50 per day (114,831 days)	287,077 50
	Gardener, at $3.50 per day (1,460 days)	5,110 00
	Gardener, at $2.50 per day (2,700 days)	6,750 00
	Climber and Pruner, at $2.50 per day (6,000 days)	15,000 00
	Driver, at $2.75 per day (8.034 days)	22,093 50
	Driver, at $2.50 per day (9,476 days)	23,690 00
	Messenger, at $900 per annum (18 months)	1,350 00
	Storekeeper's Helper, at $900 per annum (18 months)	1,350 00
	Schedule total	$369,515 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Bellevue and Allied Hospitals—Modification of Schedule (Cal. No. 21).

The Secretary presented a communication from the Board of Trustees, Bellevue and Allied Hospitals, dated March 19, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 19, 1914, the Board of Trustees of Bellevue and Allied Hospitals requested modification of a schedule of salaries in that department for the year 1914. I report thereon as follows:

In Account No. 2052, Personal Service, Administration, Executive, Audit and Accounts, it is proposed to change the line "Clerk, 3 at $750," to "Clerk, 2 at $750," and insert line "Clerk, at $600," balance unassigned to be placed at $150. One Clerk at $750 has been dropped and a Clerk at $600 appointed.

I recommend that the request be granted by the adoption of the attached resolution. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for Bellevue and Allied Hospitals for the year 1914, to be effective as of March 1, 1914, as follows:

BELLEVUE AND ALLIED HOSPITALS.

Personal Service, Salaries Regular Employees, Administration.

2052	Audit and Accounts—	
	Contract Clerk	$2,250 00
	Bookkeeper	1,540 00
	Bookkeeper	1,200 00
	Clerk	1,200 00
	Clerk, 2 at $900	1,800 00
	Clerk, 2 at $750	1,500 00
	Clerk	600 00
	Clerk, 3 at $540	1,620 00
	Clerk	480 00
	Hospital Clerk, 2 at $600	1,200 00
	Balance unassigned	150 00
		$13,540 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Modification of Schedules (Cal. No. 22).

The Secretary presented a communication from the Department of Bridges, dated February 11, 1914, requesting a modification of schedules for 1914, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 11, 1914, the Commissioner of Bridges requested modification of two schedules, Wages, Regular Employees, and one, Wages, Temporary Employees, in his department for the year 1914, to be effective as of January 1, 1914. In connection therewith I report as follows:

In No. 2759TB, Tax Levy and Bridge Revenue Force, it is proposed to increase a Mason (Bricklayer) provided for 278 days, at $5.60 per day, to $6 per day. The $111.20 necessary is provided by reducing the number of Laborers, at $2.50 per day, from 24 to 23, and scheduling $671.30 as balance unassigned.

In No. 2760B, Bridge Revenue Force, it is proposed to increase four Masons (Bricklayers) provided for 278 days each, at $5.60 per day, to $6 per day. The $111.20 necessary for each employee is provided by reducing the number of Laborers, at $2.50 per day, from 21 to 20, and scheduling $337.70 as balance unassigned.

In No. 2765B, Bridge Revenue Force, it is proposed to change the line Brickmason (layer), at $5.60 per day (10 days), to Mason (Bricklayer), at $6 per day (9 days), and adding a new line of balance unassigned, $2.

On January 23, 1914, the Board of Estimate and Apportionment adopted a resolution requesting heads of all City Departments to provide for Bricklayers at $6 per day; an increase of 40 cents per day over the rate allowed in the Budget. It is to meet this resolution that the request is made.

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Bridges for the year 1914, to be effective as of January 1, 1914, as follows:

Personal Service, Wages, Regular Employees, Care of Bridges.

2759TB	Tax Levy and Bridge Revenue Force—	
	Bridge Mechanic, Housesmith, or Bridgeman and Riveter, 23 at $5 per day (278 days)	$31,970 00
	Mason (Bricklayer), 1 at $6 per day (278 days)	1,668 00
	Stonecutter, 1 at $5 per day (278 days)	1,390 00
	Blacksmith, 2 at $4.50 per day (278 days)	2,502 00
	Blacksmith's Helper, 2 at $3 per day (278 days)	1,668 00
	Blacksmith's Helper, 1 at $25 per week (52 weeks)	1,300 00
	Carpenter or Ship Carpenter, 11 at $5 per day (278 days)	15,290 00
	Wireman or Electrician, 4 at $4.50 per day (365 days)	6,570 00
	Wireman or Electrician, 3 at $4.50 per day (278 days)	3,753 00
	Inspector of Electric Lighting and Conductors, 2 at $4.50 per day (365 days)	3,285 00
	Paver, 6 at $5 per day (278 days)	8,340 00
	Rammer, 2 at $4 per day (278 days)	2,224 00
	Decorator, 1 at $4.50 per day (278 days)	1,251 00
	Painter or Bridge Painter, 30 at $4 per day (278 days)	33,360 00
	Watchman, 5 at $2.50 per day (365 days)	4,562 50
	Attendant, 5 at $2.50 per day (365 days)	4,562 50
	Laborer, 4 at $3 per day (365 days)	4,380 00
	Laborer, 2 at $3 per day (313 days)	1,878 00
	Laborer, 12 at $2.50 per day (365 days)	10,950 00
	Laborer, 23 at $2.50 per day (313 days)	17,997 50
	Cleaner, 3 at $2 per day (365 days)	2,190 00
	Balance unassigned	671 30
	Schedule Total	$161,762 80
	Tax Levy Allowance	$31,762 80
	Bridge Revenue Allowance	130,000 00
	Total Allowance	$161,762 80

Personal Service, Wages Regular Employees, Care of Bridges.

2760B	Bridge Revenue Force—	
	Bridge Mechanic, Housesmith or Bridgeman and Riveter, 37 at $5 per day (278 days)	$51,430 00
	Stonecutter, 3 at $5 per day (278 days)	4,170 00
	Mason (Bricklayer), 4 at $6 per day (278 days)	6,672 00
	Carpenter or Ship Carpenter, 16 at $5 per day (278 days)	22,240 00
	Rigger, 2 at $3.75 per day (278 days)	2,085 00
	Machinist, 9 at $4.50 per day (278 days)	11,259 00
	Machinist, 1 at $4.50 per day (313 days)	1,408 50
	Machinist's Helper, 4 at $3 per day (278 days)	3,336 00
	Blacksmith, 3 at $4.50 per day (278 days)	3,753 00
	Blacksmith's Helper, 5 at $3 per day (278 days)	4,170 00
	Wireman or Electrician, 6 at $4.50 per day (365 days)	9,855 00
	Wireman or Electrician, 6 at $4.50 per day (313 days)	8,451 00
	Painter or Bridge Painter, 20 at $4 per day (278 days)	22,240 00
	Letterer and Striper, 1 at $4.50 per day (278 days)	1,251 00
	Driver, 7 at $2.50 per day (365 days)	6,387 50
	Watchman, 2 at $3 per day (365 days)	2,190 00
	Watchman, 12 at $2.50 per day (365 days)	10,950 00
	Attendant, 6 at $2.50 per day (365 days)	5,475 00
	Laborer, 7 at $3 per day (365 days)	7,665 00
	Laborer, 4 at $3 per day (278 days)	3,336 00
	Laborer, 5 at $2.75 per day (365 days)	5,018 75
	Laborer, 40 at $2.50 per day (365 days)	36,500 00
	Laborer, 20 at $2.50 per day (313 days)	15,650 00
	Balance unassigned	337 70
	Schedule total	$245,830 45
	Bridge revenue allowance	$245,830 45

Personal Service, Wages Temporary Employees, Care of Bridges.

2765B	Bridge Revenue Force—	
	Machinist, at $4.50 per day (10 days)	$45 00
	Machinist's, Blacksmith's or Mason's Helper, at $3 per day (60 days)	180 00
	Engineman, at $4.50 per day (10 days)	45 00
	Stoker, at $3 (10 days)	30 00
	Bridge Mechanic, Housesmith or Bridgeman and Riveter, at $5 per day (250 days)	1,250 00
	Carpenter or Ship Carpenter, at $5 per day (50 days)	250 00
	Blacksmith, at $4.50 per day (10 days)	45 00
	Wireman or Electrician, at $4.50 per day (70 days)	315 00
	Mason (Bricklayer), at $6 per day (9 days)	54 00
	Stonecutter, at $5 per day (10 days)	50 00
	Rigger, at $3.75 per day (12 days)	45 00
	Painter, at $4 per day (20 days)	80 00
	Driver, at $2.50 per day (10 days)	25 00
	Watchman, at $3 per day (10 days)	30 00
	Watchman, at $2.50 per day (12 days)	30 00
	Attendant, at $2.50 per day (84 days)	210 00
	Laborer, at $3 per day (20 days)	60 00
	Laborer, at $2.75 per day (10 days)	27 50
	Laborer, at $2.50 per day (50 days)	125 00
	Balance unassigned	2 00
	Schedule total	$2,898 50
	Bridge revenue allowance	$2,898 50

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Public Charities—Modification of Schedule (Cal. No. 23).

The Secretary presented a communication from the Department of Public Charities, dated March 16, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Sirs—On March 16, 1914, the Commissioner of Public Charities requested the modification of a salary schedule of that Department for the year 1914. In connection therewith I report as follows:

The request is in Personal Service, Salaries Regular Employees, Institutional Care for Dependents, Dependent Sick, 1927, Sea View Hospital. It is proposed to change the line, Assistant Supervisor, $600, to read Foreman of Laborers, $600. This position was allowed Sea View Hospital to provide a person to take charge of the cleaning force, elevator men, etc., in the institution. The Commissioner of Charities called for a list from which to make an appointment, the position being in the competitive class, and the Civil Service Commission certified seven names from the list of Deputy Lay Superintendent. The Department was unable to get from this list a suitable man who would accept the position of Assistant Supervisor at the salary of $600. The position of Foreman of Laborers is in the non-competitive class and the grade of $600 for this position has been created, as provided by section 56 of the Greater New York Charter. As the plant is a large one, requiring the cleaning of over one-half a mile of corridors, in addition to the buildings of the institution and a large number of windows, it is necessary to secure someone to supervise the force on this work.

I, therefore, recommend the adoption of the attached resolution granting the rquest. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Public Charities for the year 1914, as follows:

Personal Service, Salaries Regular Employees, Institutional Care for Dependents, Dependent Sick.

1927	Sea View Hospital—	
	Medical Superintendent	$4,000 00
	Deputy Medical Superintendent	1,800 00
	Deputy Lay Superintendent and Steward	1,560 00
	Pathologist	2,500 00
	Resident Physician, 2 at $1,200	2,400 00
	Interne (Resident), 4 at $480	1,920 00
	Supervisor of Nurses	1,200 00
	Supervising Nurse, Male	900 00
	Supervising Nurse, Female, 2 at $750	1,500 00
	Trained Nurse, 7 at $600	4,200 00
	Foreman of Laborers	600 00
	Pharmacist	900 00
	Dietitian	720 00
	Cook	720 00
	Butcher	600 00
	Supervising Engineer	2,400 00
	Chaplain	450 00
	Auto Engineman, 4 at $720	2,880 00
	Auto Engineman	960 00
	Housekeeper, 2 at $600	1,200 00
	Clerk	960 00
	Clerk	900 00
	Clerk, 2 at $600	1,200 00
	Stenographer and Typewriter	750 00
	Stenographer and Typewriter	720 00
	Laundryman	600 00
	Gardener	900 00
	Morgue Keeper	720 00
	Schedule total	$40,160 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

National Guard and Naval Militia, New York County—Modification of Schedule (Cal. No. 24).

The Secretary presented a communication from the First Field Hospital, N. G. N. Y., dated March 12, 1914, requesting that provision be made for the payment of three laborers to date from March 1, 1914, and the following report of the Comptroller, recommending a modification of the schedule to provide for said request.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 12, 1914, the Commanding Officer of the First Field Hospital, N. G., N. Y., requested that provision be made for the compensation of three additional Laborers for the Care of Horses, at the rate of $3 per day, from March 1 to December 31, 1914. In connection therewith I report as follows:

Section 188 of the Military Law, as amended by chapter 558 of the Laws of 1913, provides for the employment of Laborers, and reads, in part, as follows:

"To provide for the proper care and cleanliness of armories and arsenals and of the property therein deposited, the officer having control and charge of an armory or arsenal may appoint Laborers as follows: * * * For all armories in addition to the above there shall be allowed one Laborer to each ten horses or mules therein stabled and used for military purposes by the organization quartered therein, and in armories where more than thirty horses or mules are so stabled and used, two additional Laborers. * * * Before any such appointment is made, the necessity for the employment of such Laborer or Laborers shall be certified by the commanding officer of the division." * * *

Pursuant to the provisions of this section, the Commanding General, Division, National Guard, on March 1, 1914, certified, "that the necessity exists for the employment of three additional Laborers to provide for the proper care of thirty-one horses stabled in the armory of the First Field Hospital, said thirty-one horses are used for military purposes."

As there are thirty-one horses stabled in this armory, the Commanding Officer is authorized to employ five Laborers for the care of the horses. The existing schedule for the organization provides for the employment of two Laborers for the care of horses.

Section 189 of the Military Law provides that such compensation shall be a charge on the County in which such armory or arsenal is situated, and subdivision 7 of section 188 of the Greater New York Charter, authorizes the Comptroller to issue special revenue bonds to provide for the payment of charges by Counties, wholly included within the limits of The City of New York.

Special revenue bonds will, therefore, be issued to provide for the compensation of the three additional Laborers, as follows:

Laborer, for the Care of Horses, 3 at $3 per day, from March 1 to December 31, 1914 ..... $2,754 00

I recommend the adoption of the attached resolution modifying the schedule of the organization to include the three additional Laborers for the Care of Horses to permit a proper audit.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the National Guard and Naval Militia, County of New York, for the year 1914, to be effective as of March 1, 1914, as follows:

NATIONAL GUARD AND NAVAL MILITIA, COUNTY OF NEW YORK.

Personal Service, Wages Regular Employees.

		Paid from Tax Levy Appropriation.	Paid from Special Revenue Bonds.	Total.
3155	First Field Hospital—			
	Armorer, 1 at $4 per day (365 days)	$1,460 00	.....	$1,460 00
	Janitor, 1 at $4 per day (365 days)	1,460 00	.....	1,460 00
	Engineer, 1 at $4 per day (365 days)	1,460 00	.....	1,460 00
	Assistant Engineer, 1 at $4 per day (365 days)	1,460 00	.....	1,460 00
	Laborer, 3 at $3 per day (365 days)	3,285 00	.....	3,285 00
	Laborer for the Care of Horses, 5 at $3 per day (365 days)	.....	$5,475 00	5,475 00
	Schedule total			$14,600 00
	Tax levy allowance			$9,125 00
	Special revenue bond allowance			5,475 00
	Total allowance			$14,600 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

New York Public Library—Modification of Schedules and Transfer of Appropriation (Cal. No. 25).

The Secretary presented a communication, dated March 9, 1914, from the New York Public Library, requesting the modification of schedules and transfer of appropriation for 1914, and the following report of the Comptroller, recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 9, 1914, the Board of Trustees of the New York Public Library requested modification of three salary schedules and cash transfer of $250 within appropriations to the library for the year 1914. In connection therewith I report as follows:

The proposed changes are in Personal Service, Salaries, Regular Employees. In No. 1455, Administration, a vacant position of Secretary at $1,080 is dropped and a line Secretary at $1,200 is added. The position is filled by transfer of a Branch Librarian whose salary is $1,200. Provision for the increased cost is made by reduction of the unassigned balance in the schedule from $600 to$480. This balance was created in February by filling a vacant position of Assistant Chief at $2,200 by appointment of an Assistant at $1,600. It is stated that in the adjustment of work made necessary by this change the Secretary is to exercise limited powers calling for the appointment of a person of special qualifications. The changes make $40 net monthly accrual in the salary account.

In No. 1460, Branch Libraries, it is proposed to increase the number of Branch Librarians at $1,080 from 6 to 7; the number of First Assistants at $1,020 from 2 to 3; the number of First Assistants at $960 from 4 to 5; the number of Second Assistants at $720 from 52 to 57; the number of Second Assistants at $600 from 27 to 30; the number of Reading Room Custodians at $480 from 7 to 8; the number of Messengers at $300 from 4 to 5 and the balance unassigned from $120 to $300. Provision for these increases in salaries and changes in force is made by reducing the number of Branch Librarians at $1,200 from 8 to 7; the number of First Assistants at $900 from 15 to 13; the number of First Assistants at $780 from 4 to 3; the number of Second Assistants at $660 from 100 to 95; the number of Special Assistants at $420 from 10 to 6; by dropping the line Messenger, 1 at $360 and transferring $300 from No. 1461.

In No. 1461, salary increases of not more than $60 each for 12 employees in the Graded Service only, it is proposed to reduce the line from 12 to 7. Of the $300 thus obtained $250 cash necessary for 10 months, is transferred to No. 1460, to make salary increases as follows:

1	First Assistant from $900 to $960	$60 00
4	Second Assistants from $660 to $720	240 00
		$300 00

In addition to the foregoing, salary increases are made as follows:

4	Assistants, Grade D, at $540, to Second Assistants, Grade C, at $600	$240 00
1	Reading Room Custodian from $420 to $480	60 00
		$300 00

Provision for these five salary increases and increase of $180 in the balance unassigned is made by a net decrease of one position in the schedule. It is stated that the readjustment is to meet payroll and service conditions.

The line item changes are shown in the following table:

Code No.	Title.	Schedule Transfer. Decrease	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
1455	Secretary, 1 at $1,080	$1,080 00	.....	$900 00	.....
	Secretary, at $1,200	.....	$1,200 00	.....	$1,000 00
	Balance unassigned, $600	120 00	.....	100 00	.....
	No transfer	$1,200 00	$1,200 00	$1,000 00	$1,000 00
1460	Branch Librarian, 8 at $1,200	$1,200 00	.....	$1,000 00	.....
	Branch Librarian, 6 at $1,080	.....	$1,080 00	.....	$900 00
	First Assistant, 2 at $1,020	.....	1,020 00	.....	850 00
	First Assistant, 4 at $960	.....	960 00	.....	800 00
	First Assistant, 15 at $900	1,800 00	.....	1,500 00	.....
	First Assistant, 4 at $780	780 00	.....	650 00	.....
	Second Assistant, 52 at $720	.....	3,600 00	.....	3,000 00
	Second Assistant, 100 at $660	3,300 00	.....	2,750 00	.....
	Second Assistant, 27 at $600	.....	1,800 00	.....	1,500 00
	Special Assistant, 10 at $420	1,680 00	.....	1,400 00	.....
	Reading Room Custodian, 7 at $480	.....	480 00	.....	400 00
	Messenger, 1 at $360	360 00	.....	300 00	.....
	Messenger, 4 at $300	.....	300 00	.....	250 00
	Balance unassigned, $120	.....	180 00	.....	150 00
		$9,120 00	$9,420 00	$7,600 00	$7,850 00
			9,120 00		7,600 00
	Credit transfer	.....	$300 00		$250 00
1461	Salary increases of not more than $60 each for 12 employees in the graded service only, $720	$300 00	.....	$250 00	.....
	Debit transfer	$300 00	.....	$250 00	.....

I recommend adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the New York Public Library for the year 1914, as follows:

FROM

Personal Service, Salaries, Regular Employees, Circulation of Books, Branch Libraries.

1461	Salary increases of not more than $60 each for 12 employees in the graded service only	$250 00

TO

Personal Service, Salaries, Regular Employees, Circulation of Books.

1460	Branch Libraries	$250 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modification of the schedules, as revised, for the New York Public Library, for the year 1914, to be effective as of March 1, 1914, as follows:

Personal Service, Salaries, Regular Employees.

1455	Administration—	
	Chief, Circulation Department	$5,000 00
	Assistant	1,600 00
	Bursar	1,500 00
	Accountant	2,000 00
	Manager, Book Order Office	1,800 00
	Manager, Supply Office	1,200 00
	Secretary	1,200 00
	Stenographer	900 00
	Statistician	900 00
	Union Registration Clerk	900 00
	Union Registration Clerk	600 00
	Union Registration Clerk, 2 at $540	1,080 00
	Union Registration Clerk, 4 at $480	1,920 00
	Telephone Operator	480 00
	Clerk, 2 at $480	960 00
	Finance Clerk	900 00
	Finance Clerk, 2 at $840	1,680 00
	Finance Clerk	660 00
	Finance Clerk	540 00
	Clerk	420 00
	Clerk	840 00
	Clerk, 2 at $600	1,200 00
	Clerk	540 00
	Clerk, 4 at $480	1,920 00
	Balance Unassigned	480 00
	Total	$31,220 00

Personal Service, Salaries, Regular Employees, Circulation of Books.

1460	Branch Libraries—	
	Branch Librarian	$1,500 00
	Branch Librarian, 4 at $1,440	5,760 00
	Branch Librarian	1,380 00
	Branch Librarian, 7 at $1,320	9,240 00
	Branch Librarian, 10 at $1,260	12,600 00
	Branch Librarian, 7 at $1,200	8,400 00
	Branch Librarian, 4 at $1,140	4,560 00
	Branch Librarian, 7 at $1,080	7,560 00
	Branch Librarian	1,020 00
	Branch Librarian, 2 at $960	1,920 00
	First Assistant, 3 at $1,020	3,060 00
	First Assistant, 5 at $960	4,800 00
	First Assistant, 13 at $900	11,700 00
	First Assistant, 15 at $840	12,600 00
	First Assistant, 3 at $780	2,340 00
	Children's Librarian, 5 at $1,020	5,100 00
	Children's Librarian, 3 at $960	2,880 00
	Children's Librarian, 7 at $900	6,300 00
	Children's Librarian, 6 at $840	5,040 00

	Children's Librarian	780 00
	Second Assistant, 57 at $720	41,040 00
	Second Assistant, 95 at $660	62,700 00
	Second Assistant, 30 at $600	18,000 00
	Assistant, 139 at $540	75,060 00
	Special Assistant, 6 at $420	2,520 00
	Assistant	240 00
	Reading Room Custodian, 8 at $480	3,840 00
	Reading Room Custodian, 15 at $420	6,300 00
	Messenger, 5 at $300	1,500 00
	Messenger, 71 at $150	10,650 00
	Driver, 2 at $840	1,680 00
	Balance unassigned	300 00
	Schedule Total	$332,370 00
1461	Salary increases of not more than $60 each for 7 employees in the graded service only	$420 00

This appropriation is made on the condition that no part thereof shall become available until after the Library authorities have conformed in all cases to the schedules set up by the Board of Estimate and Apportionment and to the terms and conditions governing this Budget; and that hereafter payments for Personal Service shall be made only upon the receipt of a proper payroll conforming to the schedules, to be audited by the Department of Finance.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Bellevue and Allied Hospitals—Modification of Schedules and Transfer of Appropriation (Cal. No. 26).

The Secretary presented a communication from the Board of Trustees, Bellevue and Allied Hospitals, dated March 19, 1914, requesting the modifications of schedules and transfer of appropriations, for 1913, and the following report of the Comptroller, recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 13, 1914, the Board of Trustees of Bellevue and Allied Hospitals requested modification of two schedules of salaries in that Department for the year 1913. I report thereon as follows:

It is proposed to transfer $4.50 from the line "Fireman, at $3 per day (96 days)," in No. 378, Personal Service, Wages, Temporary Employees, Hospital Service, Bellevue Hospital, Care of Buildings and Grounds, to the line "Stationary Engineer, at $4.50 per day (42 days)," in No. 379, Personal Service, Wages, Temporary Employees, Hospital Service, Gouverneur Hospital, Care of Buildings and Grounds. An unassigned balance of $1.50 is to remain in No. 378.

An emergency called for the retention of James Larson, Stationary Engineer, for an extra day in the vacation relief at Gouverneur Hospital in September, 1913.

I recommend the adoption of the attached resolutions, granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to Bellevue and Allied Hospitals for the year 1913, as follows:

FROM

378	Personal Service, Wages, Temporary Employees, Hospital Service, Bellevue Hospital, Care of Buildings and Grounds	$4 50

TO

379	Personal Service, Wages, Temporary Employees, Hospital Service, Gouverneur Hospital, Care of Buildings and Grounds	$4 50

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised, for Bellevue and Allied Hospitals for the year 1913, as follows:

BELLEVUE AND ALLIED HOSPITALS.

Personal Service, Wages, Temporary Employees, Hospital Service, Bellevue Hospital.

378	Care of Buildings and Grounds—	
	Stationary Engineer, at $4.50 per day (98 days)	$441 00
	Fireman, at $3 per day (94 days)	282 00
	Unassigned balance	1 50
		$724 50

Personal Service, Wages, Temporary Employees, Hospital Service, Gouverneur Hospital.

379	Care of Buildings and Grounds—	
	Stationary Engineer, at $4.50 per day (43 days)	$193 50
	Fireman, at $3 per day (42 days)	126 00
		$319 50

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

District Attorney, Queens County—Modification of Schedules (Cal. No. 27).

The Secretary presented a commmunication from the District Attorney, Queens County, dated March 4, 1914, requesting an issue of Special Revenue Bonds to replenish certain accounts in his office for 1914, and the following report of the Comptroller, recommending an amendment of the schedules of the office to permit of the audit of claims:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On November 4, 1914, the District Attorney of Queens County, requested $480.34 in special revenue bonds to replenish certain accounts for the year 1913. In connection therewith, I report as follows:

The District Attorney states that to conduct his office properly during 1913, it was necessary to incur bills amounting to $480.34 over the appropriations. It is stated that $195.46 was for carfare and meals, $120 for books, $57.66 for telephone service, $32.22 for Stenographers' fees, $15 for medical witnesses, $45 for Architect fees and $15 for Interpreters, and that these claims are proper county charges under subdivision 2 of section 240 of the County Law, which reads as follows:

> "All expenses necessarily incurred by the District Attorney in criminal actions or proceedings arising in his county are county charges."

Payment of these bills being mandatory county charges, provisions for them will be made by the Comptroller, pursuant to the provisions of subdivision 7 of section 188 of the Greater New York Charter in the necessary sum of $480.34.

I recommend the adoption of the attached resolution, revising the schedules for the District Attorney of Queens County, to permit the audit of the claims.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised, for the District Attorney of Queens County for the year 1913, as follows:

DISTRICT ATTORNEY, QUEENS COUNTY.

Personal Service.

3888	Wages, Temporary Employees—Interpreter, at $5 per day (63 days)	$315 00
	Tax levy allowance	$300 00
	Special revenue bond allowance	15 00
	Total	$315 00

Purchase of Equipment.

3890	Office Equipment	$195 00
	Tax levy allowance	$75 00
	Special revenue bond allowance	120 00
	Total	$195 00

Contract or Open Order Service, Communication.

3891	Telephone Service	$557 66
	Tax levy allowance	$500 00
	Special revenue bond allowance	57 66
	Total	$557 66
3892	Contingencies	$4,987 68
	Tax levy allowance	$4,700 00
	Special revenue bond allowance	287 68
	Total	$4,987 68

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Education—Approval of Contract, Specifications, Etc. (Cal. No. 28).

The Secretary presented a communication from the Secretary, Board of Education, dated March 17, 1914, submitting contract, specifications, plans and estimate of cost ($5,333) for the general construction of retaining walls, fences, sidewalks, etc., on and about the Athletic Field, Brooklyn, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 17, 1914, the Board of Education requested approval of the form of contract, specifications, plans and estimate of cost, $5,333, for the general construction, etc., of retaining walls, fences, sidewalks, etc., on and about the Athletic Field, Borough of Brooklyn.

The cost is to be charged to the corporate stock fund entitled "C. D. E.—1, Athletic Fields Under Jurisdiction Board of Education."

An appropriation of $200,000 was approved for the fund by the Board of Estimate and Apportionment on October 27, 1905, and by the Mayor on December 19, 1905. On March 25, 1914, an unencumbered balance of $22,889.16 remained in the fund.

The form of contract, specifications and plans are satisfactory and the estimate of cost is reasonable.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution adopted on July 11, 1912, hereby approves the form of contract, specifications, plans and estimate of cost, five thousand three hundred and thirty-three dollars ($5,333) for the general construction, etc., of retaining walls, fences, sidewalks, etc., on and about the Athletic Field, Borough of Brooklyn, the cost to be charged to the corporate stock fund entitled "C. D. E.—1, Athletic Fields Under Jurisdiction Board of Education," and be it further

Resolved, That, if no bids are received for such work within such estimated cost, the amount of such estimated cost upon the bids so received may be reconsidered, in its discretion, by the Board of Estimate and Apportionment, provided that any of such bids is within the amount authorized and available for such work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Education—Allotment of Proceeds of Sale of Products of Manhattan Trade School for Girls and Approval of Schedule (Cal. No. 29).

(On March 13, 1914, the resolution of the Board of Education, in this matter, was referred to the Comptroller.)

The Secretary presented a resolution of the Board of Education requesting that the proceeds realized from the sale of products of the Manhattan Trade School for Girls be appropriated to the Special Trade School Fund for the year 1914, and the following report of the Comptroller, recommending approval thereof, and the modification of schedule:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 11, 1914, the Board of Education requested the appropriation of $1,080.86, realized from the sale of products of the Manhattan Trade School for Girls, and paid into the City Treasury, to the Special Trade School Fund, pursuant to section 1066 of the Greater New York Charter, as amended by chapter 35 of the Laws of 1913. The statute provides that all moneys realized from the sale of products of trade and truant schools shall at once be appropriated to the said fund for use in the Borough in which the property was sold.

I recommend the adoption of the attached resolutions granting the request and approving the schedules. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 1066 of the Greater New York Charter, as amended, hereby appropriates one thousand eighty dollars and eighty-six cents ($1,080.86), representing proceeds of sale of products of the Manhattan Trade School for Girls to the Special Trade School Fund of the Borough of Manhattan, and transfers said moneys thereto from the suspense account entitled "Sales of Property by Department of Education."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedule as modified for the Department of Education as follows:

Special Trade School Fund.

Borough of Manhattan	$16,246 83

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

District Attorney, New York County—Issue of Special Revenue Bonds and Modification of Schedule (Cal. No. 30).

(On March 20, 1914, the request of the District Attorney, New York County, in this matter, was referred to the Comptroller.)

The Secretary presented a communication from the District Attorney, New York County, dated March 12, 1914, requesting the issue of special revenue bonds (section 1542 of the Charter), to provide for exceptional expenses of his office in connection with the indictments and criminal prosecution of Henry Siegel, Frank E. Vogel, Charles Becker and Hans Schmidt, and the following report of the Comptroller recommending approval thereof and the modification of a schedule, to include said issue:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 12, 1914, the District Attorney, New York County, requested $30,000 in special revenue bonds, pursuant to the provisions of section 1542 of the Greater New York Charter, to meet the expenses of the prosecution of criminal actions now pending against Henry Siegel, Frank E. Vogel, Charles Becker and Hans Schmidt. In connection therewith I report as follows:

Section 1542 provides in part as follows:

"It shall be lawful, however, for the Board of Estimate and Apportionment in its discretion, and upon the certificate of the District Attorney * * * that the public interests demand for the proper conduct of a criminal action of exceptional difficulty, that an additional appropriation be made for that purpose, to make such an appropriation and to authorize the Comptroller to issue special revenue bonds to provide the necessary means therefor."

The District Attorney states that Siegel and Vogel have been indicted for criminal acts done in connection with their management of various New York corporations, including the Simpson-Crawford Company and The Fourteenth Street Store.

Expert accountants and investigators have been employed to investigate the financial transactions of Siegel and Vogel in New York, Chicago and Boston. In connection with the case, the accounts of several thousand depositors in the private bank established by Siegel, involving large sums of money, have to be examined. The retrial of the case of Charles Becker, charged with the murder of Herman Rosenthal, will necessitate a large expenditure on account of witnesses' expenses, detectives' services and other expenses necessary in procuring further evidence in the case. The trial of Hans Schmidt for murder necessitated heavy expenses on account of the medical testimony the People were obliged to combat, and the cost of carrying the case to the Court of Appeals to sustain the judgment of conviction will be heavy.

The District Attorney has certified that the public interests demand for the proper conduct of these proceedings that an additional appropriation be made and which he estimates will amount to $30,000 to cover all the said cases.

In view of the foregoing I recommend the adoption of the attached resolutions granting the request and modifying the appropriate schedule to include the appropriation. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 1542 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of an issue of special revenue bonds to an amount not exceeding thirty thousand dollars ($30,000) to provide funds for the special expenses of the office of the District Attorney for New York County in connection with the indictments and criminal prosecutions of Henry Siegel, Frank E. Vogel, Charles Becker and Hans Schmidt, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized to issue special revenue bonds of The City of New York to an amount not exceeding thirty thousand dollars ($30,000), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the office of the District Attorney of New York County, for 1914, as follows:

DISTRICT ATTORNEY, NEW YORK COUNTY.

3082	Contingencies	$59,400 00
	Tax Levy Allowance	$29,400 00
	Special Revenue Bond Allowance	30,000 00
	Total Allowance	$59,400 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Murphy Brothers (People's Trust Company of Brooklyn, Assignee)—Claim of (Cal. No. 31).

The Secretary presented the following certificate of the Comptroller, dated March 18, 1914, certifying the claim of Murphy Brothers (People's Trust Company of Brooklyn, assignee), in the sum of $595.45, without interest, for certain work and materials furnished in connection with contract for extending and improving the high pressure fire service system at Coney Island, Borough of Brooklyn:

Department of Finance, City of New Fork, Comptroller's Office, March 18, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, I hereby certify that an application has been presented by Murphy Brothers for the payment, pursuant to the provisions of section 246 of the Charter, of the sum of $1,083.50, alleged to be due them for work performed and materials furnished and delivered in connection with their contract with the Department of Water Supply, Gas and Electricity for extending and improving the high pressure fire system of Coney Island, during the year 1909, which was not included in the final payment under their contract; that an investigation of the facts under which it is based, discloses that claimant entered into a contract with the Department of Water Supply, Gas and Electricity, November 21, 1908, for extending and improving the high pressure fire service system at Coney Island, Borough of Brooklyn; that claimant performed work, labor and services and furnished said materials in connection with the work under said contract not called for by it; that the same was not ordered in accordance with the provisions of the contract; that by an instrument in writing dated October 6, 1909, said claimants sold, assigned and transferred to the People's Trust Company of Brooklyn, its successors and assigns all their right, title and interest in and to all sums of money due or to become due upon the contract in question; that on December 15, 1909, said assignees executed a general release to the City of New York less $3,454.57 retained as repairing security; that the claim is illegal and invalid as against The City of New York, but notwithstanding, in my judgment it is equitable and proper for the City to pay this claim in the sum of $595.45, which is composed of the items as follows:

1 4-nozzle hydrant at $60			$60 00
1 3-nozzle hydrant at $50			50 00
2 8-inch gates at $20			40 00
3 12 inch gates at $75			225 00
			$375 00
To hauling pipes, etc., which should have been done by Department of Water Supply, Gas and Electricity (by order of Engineer)		$160 00	160 00
To cutting gate boxes (they were made according to plans furnished by the Department, but were too long and had to be cut as ordered by the Engineer)		50 00	36 39
To cutting masonry in manhole at salt water intake and repairs in same manhole (by order of Engineer)		50 00	24 06
A total of			$595 45

—that said amount is the actual cost price to the applicant for the work, labor and services rendered and materials furnished, and the city has received a benefit and derived an advantage which in money value is equal to said sum of $595.45, which sum includes $36.39 for cutting gate boxes which were made too long, pursuant to instructions from the Engineer in charge of the work, under authority vested in him by articles 23 and 25 on page 31 of the specifications; that said sum of $595.45 should be paid to the People's Trust Company of Brooklyn, in full satisfaction of said claim from the fund entitled "Bond Account, Water Supply, High Pressure Service, Coney Island Section, Borough of Brooklyn," pursuant to claimant's assignment, provided, however, the claimant and the People's Trust Company of Brooklyn will execute a general release in favor of the City.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Murphy Bros. and is justly and equitably obligated to pay to the People's Trust Company of Brooklyn, their assignee, the sum of five hundred and ninety-five dollars and forty-five cents ($595.45), without interest, for certain work, labor and services rendered and materials furnished in connection with the contract of Murphy Bros. with the Department of Water Supply, Gas and Electricity for extending and improving the high pressure fire service system at Coney Island, Borough of Brooklyn, during the year 1909; that the said sum shall be paid in full satisfaction of the claim presented by them for one thousand and eighty-three dollars and fifty cents ($1,083.50) for such work and materials; that the interests of the City will be best subserved by a compromise of said claim in that amount and that such sum shall be paid only to the People's Trust Company of Brooklyn upon the execution by said company and Murphy Bros. of full releases in favor of the City in such form as may be approved by the Corporation Counsel and the Comptroller is hereby authorized to pay said claim in the sum of five hundred and ninety-five dollars and forty-five cents ($595.45) out of the fund entitled "Bond Account, Water Supply, High Pressure Service, Coney Island Section, Borough of Brooklyn."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

A. G. Halleran & Company—Claim of (Cal. No. 32).

The Secretary presented the following certificate of the Comptroller, dated March 24, 1914, certifying the claim of A. G. Halleran & Company, for $580.79, for certain materials furnished and delivered the Department of Water Supply, Gas and Electricity, in the Borough of Queens:

Department of Finance, City of New York, Comptroller's Office, March 24, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that a claim has been presented by A. G. Halleran & Company for $773.65, alleged to be due for materials delivered to the Department of Water Supply, Gas and Electricity, Borough of Queens, during the years 1909 and 1911; that the said materials were delivered in good faith and used by the said department; that no action has been instituted on this claim; that no written requisitions or orders with certificates of necessity attached were ever issued for the said materials by the head of the Department of Water Supply, Gas and Electricity; that this claim is therefore illegal and invalid as against the City of New York, but notwithstanding in my judgment it is equitable and proper for the City to pay said claim, inasmuch as it has received a benefit and derived an advantage which in money value is equal to the sum of $580.79, the cost price of materials delivered, which should be paid in full satisfaction thereof, out of the following funds:

Materials for Repairs and Replacements by Departmental Labor, Code 191—1909	$500 00
Contingencies, Code 142—1909	23 44
Contingencies, Code 456, 1911	57 35
	$580 79

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby determines that The City of New York has received a benefit from, and is justly and equitably obligated to pay to A. G. Halleran & Co., without interest, the sum of five hundred and eighty dollars and seventy-nine cents ($580.79) for certain materials furnished and delivered to the Department of Water Supply, Gas and Electricity in the Borough of Queens, during the years 1909 and 1911; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of the said A. G. Halleran & Co. for the materials in question; that the interests of the City will be best subserved by the payment thereof and that said sum should be paid only upon the execution by claimants of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim in the sum of five hundred and eighty dollars and seventy-nine cents ($580.79) out of the following funds:

Materials for Repairs and Replacements by Departmental Labor, Code 191, 1909	$500 00
Contingencies, Code 142, 1909	23 44
Contingencies, Code 456, 1911	57 35
	$580 79

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Public Service Commission, First District—Consent to Award of Proposed Contract for Construction of Section 4, Routes 4 and 38 of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad, to the United States Realty and Improvement Company and the Issue of Corporate Stock Therefor (Cal. No. 33).

(On March 13, 1914, the requisition of the Public Service Commission, First District, in this matter, was referred to the Comptroller.)

The Secretary presented the following requisition of the Public Service Commission, First District, dated March 6, 1914, that the Board consent to the award of the proposed contract to be entered into between The City of New York, the Interborough Rapid Transit Company and the United States Realty and Improvement Company, for the Construction of Section 4 of Routes 4 and 38 of the Seventh Avenue-Lexington Avenue, Rapid Transit Railroad, and the following report of the Comptroller recommending approval thereof and the issue of $91,886.32 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, March 6, 1914.

To the Board of Estimate and Apportionment of The City of New York:

The Public Service Commission for the First District herewith transmits to you for your consent, as required by law, a proposed contract between The City of New York, Interborough Rapid Transit Company and United States Realty and Improvement Company for the construction of Section No. 4 of Routes Nos. 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Seventh Avenue Extension, in the Borough of Manhattan, opposite the southerly building line of Commerce street, and extending thence northerly under Seventh Avenue Extension and Seventh Avenue to a point about seventy-nine (79) feet north of the northerly building line of West 16th street.

The Public Service Commission for the First District requests your Honorable Board to consent to said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, to wit, the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, to wit., the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32).

The Public Service Commission for the First District does hereby, pursuant to Section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, to wit., the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32).

This requisition is a sub-requisition on account of and not in addition to the requisition made by the Public Service Commission for the First District under date of March 18, 1913, upon your honorable Board for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3, between The City of New York, acting by the Public Service Commission for the First District, and Interborough Rapid Transit Company for additional rapid transit railroads and the appropriation made thereunder by your honorable Board on March 18, 1913.

In witness whereof the Public Service Commission for the First District has

caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 6th day of March, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
(Seal.) By EDWARD E. McCALL, Chairman.
Attest: TRAVIS H. WHITNEY, Secretary.

Resolved, That this Commission hereby accepts the proposal of United States Realty and Improvement Company, dated February 27, 1914, for the construction of Section No. 4 of Routes Nos. 4 and 38, being that portion of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad, which begins at a point under Seventh Avenue Extension, in the Borough of Manhattan, opposite the southerly building line of Commerce street, and extending thence northerly under Seventh Avenue Extension and Seventh avenue to a point about seventy-nine (79) feet north of the northerly building line of West 16th street, the aggregate of the unit prices in the proposal amounting to one million eight hundred and thirty-seven thousand seven hundred and twenty-six and 50-100 dollars ($1,837,726.50).

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed on behalf of this Commission to execute a contract in the form attached to said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and executed by Interborough Rapid Transit Company, and upon compliance by said United States Realty and Improvement Company, with the requirements of the invitation to bidders attached to said proposal.

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, to wit, the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32) and also to request said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, to wit.. the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32), and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, to wit.. the sum of ninety-one thousand eight hundred and eighty-six and 32-100 dollars ($91,886.32), such requisition to be a sub-requisition on account of and not in addition to the request made by this Commission under date of March 18, 1913, upon said Board of Estimate and Apportionment for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3, between The City of New York, acting by this Commission, and Interborough Rapid Transit Company for additional rapid transit railroads.

Resolved, That the Secretary be and hereby is directed to give notice to said United States Realty and Improvement Company that its proposal has been accepted and the contract awarded to it by this Commission subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That the Secretary be and hereby is directed to transmit to Interborough Rapid Transit Company as soon as said contract has been consented to by said Board of Estimate and Apportionment five (5) identical originals thereof duly executed by said United States Realty and Improvement Company, together with the certificate of this Commission setting forth the action of this Commission in the premises, and stating that said Interborough Rapid Transit Company is required to enter into such construction contract for the purpose of disbursing part of its contribution toward the cost of construction of the railroad pursuant to the provisions of said Contract No. 3.

Resolved, That Counsel to the Commission be and hereby is authorized and directed to inquire into the sufficiency of the sureties or securities proposed to be given by said United States Realty and Improvement Company, and in case the sureties or securities named in the said proposal or any of them are not approved by this Commission then to inquire into the sufficiency of any other or substitute sureties or securities and in behalf of this Commission to do any such act as may be necessary and incidental to the furnishing of a proper bond for the giving of proper securities.

State of New York, County of New York, ss:

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify, that I have compared the above with the original adopted by said Commission on March 6, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof I have hereunto subscribed my hand and affixed the seal of the Commission, this 6th day of March, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

PART OF THE SEVENTH AVENUE-LEXINGTON AVENUE RAPID TRANSIT RAILROAD.

Part of Routes Nos. 4 and 38.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to construct Section No. 4 of Routes 4 and 38, a part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

The points within the City of New York between which the said part is to run and the route or routes to be followed are briefly as follows:

Section No. 4. Beginning at a point under Seventh Avenue Extension, in the Borough of Manhattan, opposite the southerly building line of Commerce Street and extending thence northerly under Seventh Avenue Extension and Seventh Avenue to a point about seventy-nine (79) feet north of the northerly building line of West Sixteenth Street.

The general plan of construction calls for a subsurface railroad having four tracks. The details of the construction of the Railroad and appurtenances are more particularly indicated on the Contract Drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast, nor to do station finish work.

The work of construction under the contract will include the construction of all necessary sewers and connections along or off the route of the Railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning or the maintaining, protecting and securing where necessary of all buildings, monuments, surface and subsurface railroads and other surface, subsurface and overhead structures of any kind, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and roadways.

The method of construction will be partly by trench excavation under cover, and partly by open trench excavation without cover, unless otherwise permitted by the Commission, as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and in the Contract Drawings therein referred to. Printed copies of the form of contract, bond and Contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The Contract Drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the Contract Drawings are to be deemed a part of this invitation.

The City of New York (hereinafter called the "City") and the Interborough Rapid Transit Company will both be parties to the contract; the Interborough Rapid Transit Company being a party for the purpose of disbursing part of its contribution toward the cost of construction, as provided in the contract dated March 19, 1913, between the City, acting by the Commission, and Interborough Rapid Transit Company for the equipment, maintenance and operation of additional rapid transit railroads. The liability of Interborough Rapid Transit Company under the contract for which bids are now invited will be limited to an amount equal to ninety-five (95) per centum of the aggregate sum arrived at by multiplying the estimated approximate quantities by the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. The Contractor is to accept the obligation of the Interborough Rapid Transit Company to make payments to the amount and in the manner provided in the contract and is to agree not to look to the City except to the extent that the amounts earned under the contract may exceed the amount for which the Interborough Rapid Transit Company is liable.

Partial payments to the Contractor will be made monthly as the work proceeds, as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of thirty-three (33) months from the date of the delivery of the contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 2d day of March, 1914, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement, based upon estimate of the Engineer, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required is to be found in the schedule forming a part of the form of Contractor's Proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Constructing Part of Rapid Transit Railroad—Routes Nos. 4 and 38, Section No. 4.*" and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in The City of New York satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five (5) days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for one hundred and fifty thousand ($150,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under the contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders, as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten days thereafter, or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then this Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, February 6, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

CONTRACT FOR THE CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD, ROUTES NOS. 4 AND 38, SECTION NO. 4.

Approved as to form this day of , 1914.
Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

CONTRACT.

Routes Nos. 4 and 38, Section No. 4.

Agreement made this day of , 1914, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, Interborough Rapid Transit Company, a corporation organized and existing under the laws of the State of New York, hereinafter called the Interborough Company, party of the second part, and United States Realty & Improvement Company, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the Contractor, party of the third part.

Whereas, on or about the 19th day of March, 1913, the City, acting by the Commission, entered into a contract with the Interborough Company for the equipment, maintenance and operation of certain additional rapid transit railroads or extensions of the rapid transit railroads now operated by the Interborough Company under lease from the City therein specifically described, including the Railroad to be constructed hereunder, and as one of the terms and conditions of such contract the Interborough Company agreed to contribute toward the cost of construction of such railroads and to disburse part of its said contribution through the medium of construction contracts to which it should be a party for the purpose of making such disbursement; and

Whereas, the Commission by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, the Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled, "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors, the Interborough Company for itself, its successors and assigns and the Contractor for itself, its successors and assigns

Agree each with the other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City and the Interborough Company agree to pay the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Work.

Article II. The Railroad to be constructed under this contract is formed of a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for the City of New York on May 12, 1905, which is known as the Seventh Avenue and Eighth Avenue Route, or Route No. 4; and a part of a certain route adopted by the Commission on March 25, 1912, which is known as the Seventh Avenue Extension and Varick Street Route, or Route No. 38. The part of Routes Nos. 4 and 38 to be constructed under this contract consists of

Section No. 4.

Beginning at a point under Seventh Avenue Extension, in the Borough of Manhattan, opposite the southerly building line of Commerce Street, and extending thence northerly under Seventh Avenue Extension and Seventh Avenue to a point about seventy-nine (79) feet north of the northerly building line of West Sixteen Street.

The precise location of the tracks, and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinafter mentioned.

Statute Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act, shall thereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of Rapid Transit Railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Interborough Company."

(3) The words "Interborough Company" to mean Interborough Rapid Transit Company, party of the second part to this contract, and its successors and assigns

"Contractor."

(4) The word "Contractor" to mean the party of the third part to this contract, and its successors and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the party of the third part to perform any obligations under this contract assumed by the said party of the third part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(5) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(6) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

"Rapid Transit Act."

(7) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapters 429 and 534 of the laws of 1907, chapter 472 of the laws of 1908, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911, chapter 226 of the laws of 1912 and chapters 100, 510, 524 and 540 of the laws of 1913, or as heretofore otherwise amended.

"Railroad."

(8) The word "Railroad" to mean the part which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(9) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(10) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(11) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice."

(12) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

"Direction."

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor—Address May Be Changed.

Article VI. The Contractor hereby designates Room No. on the floor of the building No. , in the Borough of , in the City of New York, as the place where all notices, directions and other communications to the Contractor may be served, mailed or delivered. The delivering at the aforesaid place or depositing in a post-paid wrapper directed to the aforesaid place in any post-office box regularly maintained by the Postoffice Department, of any notice, letter or other communication to the Contractor shall be deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

Contractor Responsible for Acts of Sub-contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-contractors.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

CHAPTER II.

Work to Be Done, Prices, Etc.

Work to be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said Contract Drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk and roadway pavement or other surface material and to protect, support and maintain during construction all buildings and other structures, including their foundations, and all surface and elevated railroads, water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, pneumatic tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces adjacent to the route of the Railroad and which may have been directly or indirectly disturbed or injured by the Contractor in the progress of the work of construction, to as useful and good a condition as existed before construction shall have been begun. All such work of every description including underpinning or the maintaining, protecting and securing wherever necessary, of all buildings or structures of whatsoever nature, monuments, surface and subsurface railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City and the Interborough Company will pay in the respective proportions and amounts and in the manner hereinafter provided and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the schedule of unit prices following. It is specifically understood and agreed, however, that the Interborough Company is a party to this contract solely for the purpose of making its contribution toward the cost of construction of the Railroad, as provided in the said contract dated March 19, 1913, and its sole obligation under this contract is to make the payments in the manner and to the amount hereinafter provided.

Item 1. For earth excavation above mean high water (except excavation for sewers, pipes and ducts), including the disposal of it, etc., the sum of two dollars and fifty cents ($2.50) per cubic yard.

Item 2. For earth excavation below mean high water (except excavation for sewers, pipes and ducts), including the disposal of it, etc., the sum of three dollars and forty-five cents ($3.45) per cubic yard.

Item 2-A. For earth excavation, both above and below mean high water, for sewers, pipes and ducts other than street railroad ducts, including the disposal of it, etc., the sum of two dollars and fifty cents ($2.50) per cubic yard.

Item 3. For rock excavation (except excavation for sewers, pipes and ducts), including the disposal of it, etc., the sum of ten dollars ($10) per cubic yard.

Item 3-A. For rock excavation for sewers, pipes and ducts other than street railroad ducts, including the disposal of it, etc., the sum of ten dollars ($10) per cubic yard.

Item 4. For underpinning buildings, including all incidental work, labor and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of forty dollars ($40) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories, inclusive, in height the sum of eighty dollars ($80) per lineal front foot of building underpinned.

Item 4-E. For maintaining, protecting and securing buildings, including all incidental work, labor and material, the sum of twenty dollars ($20) per lineal front foot of building maintained, protected and secured.

Item 6. For concrete masonry, in place, the sum of seven dollars and eighty cents ($7.80) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of seven dollars and eighty cents ($7.80) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of seven dollars ($7) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of seven dollars ($7) per cubic yard.

Item 9. For brick masonry, in place, the sum of twelve dollar ($12) per cubic yard.

Item 10. For hollow terra cotta brick or tile masonry of any thickness, in place, the sum of twelve dollars ($12) per cubic yard.

Item 11. For grout of Portland cement, the sum of two dollars and fifty cents ($2.50) per barrel of Portland cement used.

Item 12. For timber piles, in place and prepared, the sum of seventy-five cents ($0.75) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of seventy-five dollars ($75) per thousand feet, board measure.

Item 14. For broken stone or gravel in place, other than that used in concrete, the sum of two dollars and fifty cents ($2.50) per cubic yard.

Item 15. For waterproofing, treated woven fabric (except dry ply), laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of forty cents ($0.40) per square yard.

(b) For two-ply, the sum of sixty-five cents ($0.65) per square yard.

(c) For three-ply, the sum of one dollar ($1) per square yard.

(d) For four-ply, the sum of one dollar and twenty-five cents ($1.25) per square yard.

(e) For five-ply, the sum of one dollar and seventy-five cents ($1.75) per square yard.

(f) For six-ply, the sum of two dollars ($2) per square yard.

(i) For dry-ply, the sum of forty cents ($0.40) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of twenty dollars ($20) per cubic yard.

Item 17. For vitrified or cast-iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of eighty cents ($0.80) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of sixty cents ($0.60) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of fifty cents ($0.50) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of forty cents ($0.40) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of thirty-five cents ($0.35) per lineal foot.

(g) For six (6) inch cast-iron pipe, the sum of one dollar ($1) per lineal foot.

(h) For four (4) inch cast-iron pipe, the sum of seventy-five cents ($0.75) per lineal foot.

(i) For ten (10) inch cast-iron pipe, the sum of two dollars ($2) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:

(a) For three (3) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

(b) For four (4) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

(c) For six (6) inch, the sum of one dollar and seventy-five cents ($1.75) per lineal foot.

(d) For eight (8) inch, the sum of two dollars ($2) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 407 of the Specifications, the sum of ten cents ($0.10) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of sixty-nine dollars ($69) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of fifty-eight dollars ($58) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of sixty dollars ($60) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining) such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of seventy dollars ($70) per ton of two thousand pounds.

Item 25-C. For miscellaneous iron furnishings for sewer manholes and basins, both cast and wrought, such as manhole and basin heads, covers, inlet gratings or bars, manhole steps, etc., but not including pipe, in place, the sum of seventy dollars ($70) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of ten cents ($0.10) per pound.

Item 27. For one and one-half (1½) inch galvanized iron pipe hand-rail, in place, including expansion bolts, etc., the sum of fifty cents ($0.50) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of one dollar and fifty cents ($1.50) per square foot.

Item 29. For vault lights, in place, the sum of one dollar and twenty-five cents ($1.25) per square foot.

Item 30. For street surface restored, as follows:

(a) Within curb lines, including curbs and all structures and growths therein or thereon, the sum of two dollars ($2) per square yard.

(e) For repavement of roadways between curb lines with Asphalt pavement, the sum of three dollars ($3) per square yard.

(f) For repavement of roadways between curb lines with Granite Block pavement, the sum of three dollars ($3) per square yard.

(i) For new bluestone curb, in place, including all incidental work, labor and material the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

(k) For new eight (8) inch granite curb, in place, including all incidental work, labor and materials, the sum of two dollars ($2) per lineal foot.

Item 32. For wrought-iron electric conduits, in place, in stations as follows:

(a) For three-fourths (¾) inch wrought-iron conduits, the sum of twenty cents ($0.20) per lineal foot.

(b) For one and one-half (1½) inch wrought-iron conduits, the sum of twenty-five cents ($0.25) per lineal foot.

(c) For two (2) inch wrought-iron conduits, the sum of thirty cents ($0.30) per lineal foot.

(d) For one (1) inch wrought-iron conduits, the sum of fifteen cents ($0.15) per lineal foot.

Item 33. For cast-iron outlet boxes, in place, in stations, the sum of one dollar ($1) each.

Item 33-A. For cast-iron pull boxes, in place, in stations, the sum of five dollars ($5) each.

Item 34. For cast-iron pipe and fittings, including specials "extra heavy" in place, in stations, as follows:

SEWERS.

Vitrified and Cast-iron Pipe.

Item 37. For twelve (12) inch vitrified pipe sewer, the sum of two dollars and fifty cents ($2.50) per lineal foot.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of two dollars and seventy-five cents ($2.75) per lineal foot.

Item 40. For twenty (20) inch vitrified pipe sewer, the sum of three dollars and twenty-five cents ($3.25) per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of three dollars and seventy-five cents ($3.75) per lineal foot.

Item 42. For cast-iron sewer pipe (straight pipe) in place in the work, the sum of fifty dollars ($50) per ton of two thousand pounds.

Item 43. For cast-iron sewer pipe (special castings) in place in the work, the sum of eighty dollars ($80) per ton of two thousand pounds.

Egg-shaped Brick or Concrete Sewers.

Item 45. For 3 feet 6 inches by 2 feet 4 inches, the sum of seven dollars ($7) per lineal foot.

Item 47. For 4 feet by 2 feet 8 inches, the sum of eight dollars ($8) per lineal foot.

SURFACE AND SUBSURFACE STRUCTURES.

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:

(a) For electric (underground trolley) railroads the sum of seven dollars ($7) per lineal foot of single track.

(b) For horse, storage battery or other independent motor operated railroads, the sum of five dollars ($5) per lineal foot of single track.

PIPES IN STREETS.

For Work and Materials as Called for by the Specifications—Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 78. For 4-inch water pipe, the sum of one dollar ($1) per lineal foot.

Item 79. For 6-inch water pipe, the sum of one dollar ($1) per lineal foot.

Item 82. For 12-inch water pipe the sum of two dollars ($2) per lineal foot.

Item 84. For 20-inch water pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

Item 86. For 30-inch water pipe, the sum of six dollars and fifty cents ($6.50) per lineal foot.

Item 88-A. For service connections for water pipes, all sizes, the sum of three dollars and fifty cents ($3.50) each.

Gas Pipes.

For cast-iron gas pipes in place, as follows:

Item 89. For 3-inch gas pipe, the sum of one dollar ($1) per lineal foot.

Item 90. For 4-inch gas pipe, the sum of one dollar ($1) per lineal foot.

Item 91. For 6-inch gas pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of one dollar and fifty cents ($1.50) per lineal foot.

Item 94. For 12-inch gas pipe, the sum of two dollars ($2) per lineal foot.

Item 95. For 16-inch gas pipe, the sum of two dollars and twenty-five cents ($2.25) per lineal foot.

Item 95-A. For 18-inch gas pipe, the sum of three dollars ($3) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

Item 98. For 30-inch gas pipe, the sum of six dollars and fifty cents ($6.50) per lineal foot.

Item 99-A. For wrought-iron by-passing pipes upon or below the street surface, in place, as follows:

(a) For 6-inch by-passing pipe, the sum of three dollars ($3) per lineal foot.

(b) For 8-inch by-passing pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

(d) For 12-inch by-passing pipe, the sum of five dollars ($5) per lineal foot.

(e) For 16-inch by-passing pipe, the sum of eight dollars ($8) per lineal foot.

Item 99-B. For wrought-iron by-passing pipes above the street surface, on trestle, in place, as follows:

(c) For 20-inch by-passing pipe, the sum of ten dollars ($10) per lineal foot.

(h) For trestle to support by-passing pipes, in place in the work, the sum of three dollars ($3) per lineal foot.

Item 99-C. For wrought-iron gas pipes in place, as follows:

(c) For 8-inch gas pipe, the sum of two dollars ($2) per lineal foot.

Item 99-D. For service connections for gas pipes, all sizes, the sum of six dollars ($6) each.

New Water and Gas Pipe.

Item 100. For new cast-iron hub and spigot straight pipe actually used, as measured in place in the work, the sum of forty dollars ($40) per ton of two thousand pounds.

Item 100-A. For new standard weight gas pipe, true wrought-iron, threads and couplings included, actually used, as measured in place in the work, as follows:

(c) For 8-inch gas pipe, the sum of three dollars ($3) per lineal foot.

Item 101. For new cast-iron hub and spigot pipe, special castings, actually used, as measured in place in the work, the sum of seventy-five dollars ($75) per ton of two thousand pounds.

Item 101-A. For new malleable iron fittings for new wrought-iron gas pipe actually used, as measured in place in the work, the sum of ten cents ($0.10) per pound.

High Pressure Fire System Pipes, Standard Spigot and Grooves.

For high pressure fire system pipe in place, as follows:

Item 102. For 8-inch high pressure fire system water pipe, the sum of three dollars ($3) per lineal foot.

Item 103. For 12-inch high pressure fire system water pipe, the sum of four dollars ($4) per lineal foot.

Item 104. For 16-inch high pressure fire system water pipe, the sum of five dollars and fifty cents ($5.50) per lineal foot.

Item 105. For 20-inch high pressure fire system water pipe, the sum of seven dollars ($7) per lineal foot.

Item 106. For 24-inch high pressure fire system water pipe, the sum of eight dollars ($8) per lineal foot.

New Cast-iron Spigot and Groove Pipe for High Pressure Fire System.

Item 107. For new cast-iron spigot and groove straight pipe actually used, as measured in place in the work, the sum of fifty dollars ($50) per ton of two thousand pounds.

Item 108. For new cast-iron spigot and groove pipe, special castings, actually used, as measured in place in the work, the sum of one hundred dollars ($100) per ton of two thousand pounds.

Air Pipes.

For air pipe in place, as follows:

Item 121. For 6-inch air pipe, the sum of one dollar ($1) per lineal foot.

New Air Pipe.

For new air pipe, including specials and all other appurtenances actually used, as measured in place in the work, as follows:

Item 123. For new 6-inch air pipe, the sum of one dollar ($1) per lineal foot.

DUCTS IN STREETS.

Electric Ducts and Conduits in Streets.

[Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75 (a)]

Item 127. For electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, the sum of fifty cents ($0.50) per duct foot.

Item 127-A. For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, as follows:

(a) For 2½-inch wrought-iron pipe, the sum of forty cents ($0.40) per lineal foot.

(b) For 3-inch wrought-iron pipe, the sum of fifty cents ($0.50) per lineal foot.

(c) For 3½-inch wrought-iron pipe, the sum of sixty cents ($0.60) per lineal foot.

(d) For 4-inch wrought-iron pipe, the sum of eighty cents ($0.80) per lineal foot.

(f) For 2-inch Edison Conduit, the sum of fifty cents ($0.50) per lineal foot.

(g) For 2½-inch Edison Conduit, the sum of seventy-five cents ($0.75) per lineal foot.

Item 127-C. For service connections for electric ducts, all sizes, the sum of three dollars ($3) each.

Quantities.

Prices for Work not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which in the opinion of the Engineer are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Engineer do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten (10) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is in the opinion of the Engineer susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

Daily Report in Detail Required.

In case any work or material shall be required to be done or furnished under the provisions of this article, for cost plus ten (10) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor. Such daily time slips and memoranda shall not, however, be binding upon the City and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the Engineer upon such question or dispute shall be final and conclusive.

In lieu of the provision hereinbefore in this article contained for paying for work and materials which are not susceptible of classification under the Schedule of Unit Prices (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), the Engineer may in his discretion, but only with the approval of the Commission, fix and determine unit prices for such labor and materials (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), or a lump sum price therefor. Such additional unit prices or such lump sum price shall be embodied in a Supplemental Schedule and shall be filed by the Engineer in his office. If the Contractor shall notify the Engineer in writing that he will not accept the price or prices fixed and determined as aforesaid he shall be paid in accordance with the provisions of the first two paragraphs of this article.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, nor the Interborough Company is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works be found even

approximately correct in the construction of the Works; and the Contractor shall make no claim for damages or anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities of items stated in the Contractor's Proposal, or because of the entire omission of any of the quantities of items stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May Be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Locations, Plans, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or the Interborough Company or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Engineer's Determination to Be Final and Conclusive Upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptablity and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain Specifications.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Contractor to Obey Directions.

The Contractor shall promptly obey and follow every direction which shall be given by the Engineer, including any direction which the Engineer shall give by way of withdrawal, modification or reversal of any previous direction given by him.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and other contractors of the Commission in connection with the construction of the Railroad or otherwise or between the Contractor and the Interborough Company or the contractors of the Interborough Company in connection with the equipment of the Railroad in regard to the progress of, or the facilities afforded with respect to, their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

CHAPTER II.

Specifications.

Specifications and Drawings to Be Interpreted As Requiring Railroad of Highest Class. Where Text of Contract Doubtful Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapated to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance with Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications are each countersigned by the Engineer, stamped with the seal of the Commission and, except typical plans hereinbelow designated, bear the general title:

ROUTES NOS. 4 AND 38, SECTION NO. 4.

Contract Drawing No.

and are designated or numbered as follows:

A-6, B-267, B-268, C-1 to C-23 inclusive, C-401 and C-601, and are dated November 21, 1913, and the following typical drawings, all of which are countersigned by the Engineer, stamped with the seal of the Commission and bear the general title:

Contract Drawing No.

and are designated or numbered as follows:

B-288, B-289 and B-290, all dated October 22, 1913, C-701, dated June 11, 1913, and C-1001, dated April 16, 1913.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Working drawings to amplify the contract will be furnished by the Commission to the Contractor, from which the shop drawings shall be made by him. The first of these working drawings will be given to the Contractor within 30 days after the contract is delivered and the remainder from time to time as may be reasonably required by the Contractor. Where, however, changes are deemed necessary they may be ordered under Article XV of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of surface railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface, subsurface and overhead structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blueprints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface, subsurface or overhead structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, relay, adjust or readjust, as the case may be, the additional or different surface, subsurface or overhead structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

1. Brief Description of the Work.
2. General Clauses.
3. General Manner of Prosecution and Maintenance of Traffic.
4. Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.
5. Excavation.
6. Backfilling.
7. Piling and Timbering.
8. Cement.
9. Mortar.
10. Masonry.
11. Concrete.
12. Brick Masonry.
13. Stone Masonry.
14. Waterproofing.
15. Steel and Iron.
16. Painting.
17. Drains and Pumps.
18. Sewers.
19. Requirements for Pipes.
20. Ducts.
21. Conduits.
22. Surfaces Restored.
23. Gratings, Hand-rails, etc.
24. Special matters.

SUBDIVISION 1.

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations to Be Constructed.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station

construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

Incidental Work.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

Payment for Chamber Doors.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Partition Walls.

Also in connection with the ventilation of the Railroad partition walls shall be constructed between the tracks, and in general shall be arranged as follows:

In four-track subways, between the two center tracks.

Refuge Niches.

Openings, or refuge niches, shall be provided in all partition walls at suitable intervals.

At stations the walls between the tracks will be omitted.

Other openings with gratings will be built at or over the stations, for the purpose of admitting air to the Railroad.

SUBDIVISION 2.

General Clauses.

Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall not prosecute his work in such manner as to make it reasonably probable in the judgment of the Engineer that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the structural iron and steel and other material needed for construction will be available. The Contractor must conduct his work so as to avoid advancing the excavation at any place ahead of the delivery on the work or on property owned or leased by the City of the structural iron and steel required for such place, unless otherwise permitted by the Engineer. If the Contractor elects, and is permitted, to advance the excavation ahead of such steel delivery, it will become necessary for him to support and maintain the trenches until the steel can be obtained; this he must do entirely at his own risk and expense. The permits are to be in such form and shall cover such portions of the work as the Commission shall prescribe.

When to be Filed with Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five (5) days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platform Plans Required.

Section No. 21. Detailed plans showing the proposed location and proposed methods of construction of shafts, dumping platforms and all other appurtenance in connection with the shaft working plants shall be submitted to the Engineer and receive his approval before permits will be granted for such plants and appurtenances to be constructed and put in operation.

City Ordinances and Regulations to Be Observed.

Section No. 22. In all operations connected with the Work, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, Etc., to be Observed.

Section No. 23. Whenever the construction of the work under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or of the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-offs for Water Pipes, Etc.

Section No. 24. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof: he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, except where it is necessary to resort to by-passing as provided in Section No. 52, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59 of the specifications.

Storage on Cross-streets.

Section No. 25. On cross-streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along the streets occupied by the Railroad except as particularly specified in Section No. 427.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may be so stored only with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Fire Alarm Telegraph System to be Safeguarded.

The Contractor shall guard, maintain and protect the existing wires, cables, ducts, manholes, posts and poles of the Fire Department. He shall not cause the interruption of the existing Fire Department Fire Alarm Telegraph service. No Fire Department wire, cable, duct, manhole, post or pole shall be disturbed except in the presence of a representative of the Bureau of Fire Alarm Telegraph. In case of the disturbance of any of the former, the same shall be restored to its existing condition by the Contractor at his own expense.

Work to be Cleared.

Section No. 29. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Construction Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the Railroad. These plans must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within twenty (20) working days after delivery to him at his office of such plans in duplicate. Immediately upon final approval of such working or shop drawings by the Engineer, the Contractor shall furnish the Commission four additional copies of such approved drawings.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 39. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

SUBDIVISION 3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto; and, where streets are open, suitable bridges shall be built and maintained at the Contractor's expense to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 45. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of twenty (20) feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 46. Generally, the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption. (See Section 427.)

Street Intersections.

Section No. 49. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic for at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersected are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes, the services of which cannot be temporarily dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid upon, above or below the street or sidewalk surfaces. These temporary by-passing pipes, if laid upon or below the street surface, will be paid for at the prices stipulated in Schedule Item 99-A. If laid above the street or sidewalk surface, they will be paid for at the prices stipulated in Schedule Item 99-B. These prices are to include the cost of all excavation, backfilling, temporary paving (including maintenance of same), and the restoration of the permanent paving both upon the completion of the by-passing installation and upon the restoration of the original system, and all other work, labor and material of whatever character necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary system where necessary; to remove and dispose of the material of such temporary system and to restore the original system; and no other allowance will be made therefor under any other schedule item or otherwise. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system, and will be as provided for in Section No. 59. All pipe included in Schedule Item 99-A shall be wronght iron of a quality and manufacture to be approved by the Engineer. If laid on a trestle (Item 99-B), the pipes shall be flanged, or of other approved connection, and sizes 20 inches in diameter or less shall be rolled wrought iron pipe; for sizes above 20 inches in diameter, they shall be riveted and calked steel pipe, made from plates ¼ inch in thickness.

Temporary Pipes, Etc.

Section No. 53. Temporary pipes, if laid upon or above the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public. Where by-passing pipes are to cross a street overhead, the trestles must be of such a height as to give a minimum clear head room underneath the pipe of 14 feet.

The trestles to support by-passing pipes shall be of a design approved by the Engineer and shall be painted an approved color.

In General, Work to Proceed Under Cover.

Section No. 54. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined.

SUBDIVISION 4.

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to be Given to Interested Parties.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper city officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans for Rearrangement Procedure.

Section No. 56. In the re-arrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad stucture a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten (10) days after the submission of the tentative plan, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, etc.

Section No. 57. Whenever it becomes necessary to cut, move, change, or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, Etc.—Protection From Injury.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and all their appurtenances encountered or affected during the prosecution of his work; if the maintenance of such usual service makes it necessary, the Contractor shall temporarily remove and relay or reconstruct any such surface, subsurface and overhead structure and shall restore the same prior to the completion of this contract. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and their appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface, subsurface or overhead structures and their appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and their appurtenances made by the Contractor for his own convenience in executing his work, shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 60.

(1) Changes of water, gas or other scheduled pipes, made necessary because of physical interference of such scheduled pipes with the railroad structure, and requiring the removal, relaying or reconstruction of such scheduled pipes in other than the original position, will be paid for at the prices stipulated in Schedule Item 78, 79, 82, 84, 86, 89, 90, 91, 92, 94, 95, 95-A, 96, 98 and 99-C; and Items 102 to 106 and Item 121. In addition to the above scheduled pipes, Supplementary Drawing No. E-52 exhibits certain water mains and appurtenances to be laid which the Department of Water Supply, Gas and Electricity may place under contract. The maintenance of such mains, if and when laid, is to be as provided for in Section No. 59; any changes made necessary because of physical interference with the railroad structure and requiring the removal, relaying or reconstruction of such mains in other than their original positions will be paid for as provided in this section. These prices are per lineal foot of such scheduled pipes laid, including the removal, relaying or reconstruction of all their service connections, all other appurtenances of whatever character and all other work, labor and material incidental thereto, made necessary because of the physical interference of such scheduled pipes with the railroad structure; and no other allowance will be made therefor under any other Schedule Item or otherwise; excepting that:

Payment for New Pipes.

(2) If new pipes have to be provided to take the place of such scheduled pipes, and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100, 100-A, 101, 101-A, 107, 108 and 123, which prices are to cover the cost of the delivery of the new pipes actually used as measured in place in the work, and the removal and disposal of the old pipes. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

(3) If such scheduled pipes in their new locations are outside of the ordered net lines of excavation for the railroad structure necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Schedule Item 30 (a), (e) and (f) *but only for such width as is prescribed in Section No. 61 for the excavations to be paid for.* Any additional excavation and restoration of street surface, outside of the ordered net lines of excavation for the railroad structure necessitated for service connections and for other appurtenances for scheduled pipes located either inside or outside the ordered net lines of excavation for the railroad structure will not be measured or paid for separately, but compensation therefor will be deemed to be included in the prices for scheduled pipes specified in this subdivision (3) and subdivision (1) of this Section No. 60.

(4) Changes of the service connections of such scheduled pipes made necessary because of the physical interference of such service connections with the railroad structure, whether the main pipe line is or is not changed, will be paid for at the prices stipulated in Schedule Items 88-A and 99-D which prices are for each service changed and are to include the cost of all connections, all wrought-iron pipe sleeves of whatever description, insulation where necessary, all appurtenances of whatever character and of all other work, labor and material incidental to the removing, relaying or reconstructing of such service connections, and no other allowance will be made therefor under any other Schedule Item or otherwise.

Measurements in Pipe Excavation.

Section No. 61.

(1) In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the invert of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes thirty (30) inches or more in diameter require to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

(2) For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

(3) At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

(4) In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe; allowance for the depth of trench will be eight (8) inches deeper than the invert of twenty (20) inch or smaller pipe and twelve (12) inches deeper than the invert of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

(5) For building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total amount of rock excavation will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62.

(1) Changes of electric conduits or ducts found in the street (other than street railway ducts, payment for which is provided in Schedule Item 75) made necessary because of physical interference of such conduits or ducts with the railroad structure and requiring the removal, relaying or reconstruction of such conduits or ducts in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot as provided in Schedule Item 127 is to include the cost of conduits or ducts in place (except wrought-iron pipe used as ducts) of all manholes, vaults, service boxes and their appurtenances, of drawing cables and providing new cables where necessary, of relaying and reconstructing of all services and all other work, labor and material incidental to and necessary for the completed duct lines, made necessary because of the physical interference of such conduits or ducts with the railroad structure, and no other allowance will be made therefor under any other Schedule Item or otherwise excepting that:

(2) If such conduits or ducts in their new locations are outside of the ordered net lines of excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Schedule Item 30 (a), (e) and (f), but only for such width as is prescribed in subdivision (5) of this Section No. 62 for the excavations to be paid for. Any additional excavation and restoration of street surface outside of the ordered net lines of excavation for the railroad structure necessitated for service connections and for other appurtenances of conduits or ducts located either inside or outside the ordered net lines of excavation for the railroad structure will not be measured and paid for separately, but compensation therefor will be deemed

to be included in the prices for ducts specified in this subdivision (2) and subdivision (1) of this Section No. 62.

(3) Changes of the service connections of such conduits or ducts made necessary because of the physical interference of such service connection with the railroad structure, whether the main conduit or duct line is or is not changed, will be paid for at the price stipulated in Schedule Item 127-C, which price is for each service changed and is to include the cost of all connections, all wrought-iron pipe sleeves of whatever description, all appurtenances of whatever character and of all other work, labor and material incidental to the removing, relaying or reconstructing of such service connections and no other allowance will be made therefor under any other Schedule Item or otherwise.

(4) Wrought-iron pipe used as ducts (including Edison tube mains) will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all the work specified under Item 127.

(5) In the estimate and payment for excavation for conduit and duct laying and for the building of manholes, vaults, service boxes and their appurtenances, allowance will be made in earth and in rock for a width of trench eight (8) inches wider than the duct bank or other structure, the depth measured on the line of the trench being taken in earth as the distance from the street surface to the lowest part of the structure; in rock as the distance from the surface of the rock to the lowest part of the structure.

Maintenance of Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface and elevated railroads along the line of or crossing the line of the work.

Surface Railroads.

The Contractor shall maintain and support, both temporarily and permanently, in a safe condition, all street surface railroads (including steam railroads), including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefor (including the cost of such work in the cases of on and off line sewer trenches) will be at the rates specified in Schedule Item 75, which prices will include the cost of all work, labor and material incidental thereto, and no other allowance will be made therefor under any other Schedule Item or otherwise. Where permanent masonry supports are required and added, and where additional vaults in excess of the number existing are required and constructed to give equivalent facilities, they will be paid for at the prices given in the Schedule for the several classes of work or material applicable thereto.

The Contractor shall maintain and support both temporarily and permanently in a safe condition, all subsurface railroads and their appurtenances. Payment therefor shall be deemed to be included in the prices for excavation, Schedule Items 1, 2 and 3. (See Section No. 427.)

Facilities to be Given Owners to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them, or it, or to lay any new structure in or across a street occupied by the Works, at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

SUBDIVISION 5.

Excavation.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed, special foundation or drain pipes as may be deemed necessary by the Engineer.

Sides to be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned Within Certain Limits.

Section No. 69.

(1) Except for special reasons, which the Engineer shall approve, the Contractor, in accordance with Section No. 67, shall secure buildings adjacent to the excavation which are supported on firm soils when a slope represented by 1 foot vertical to 2 feet horizontal, inclined downward from the bottom outer edge of the building foundation, intersects or passes beneath the bottom outer edge of the completed subway structure; or

Underpinning Defined.

(2) When necessary to secure adjacent buildings or to prevent bringing an unusual pressure on the structure when completed, the Contractor shall safely and permanently underpin adjacent buildings the foundations of which are above the bottom of the adjacent subway excavation. By underpinning is meant such method of construction as will transmit the foundation loads directly through the underpinning structure to such lower level as is necessary to secure the buildings and relieve the adjacent ground from unusual lateral pressures which might endanger the safety of the subway structure when completed. The underpinning shall be designed to furnish a safe and permanent support for each independent building. To accomplish this result, the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve; or

Securing Other Than Underpinning.

(3) In firm soils, the Contractor may in lieu of underpinning construct such form of permanent construction, subject to the approval of the Engineer, as may be necessary to maintain, protect and secure the adjacent buildings against displacement, provided the safety of the completed structure will not be endangered by unusual pressures from such adjacent buildings.

Before the work is proceeded with, the Contractor shall submit to the Engineer drawings in duplicate indicating the proposed typical and special methods of underpinning; or of maintaining, protecting and securing the adjacent buildings.

Payment For.

Section No. 70. When underpinning of a building is necessary and the work is done as provided in (2) of Section No. 69, payment will be made to the Contractor as, and at the prices, provided in Schedule Item 4; when a building is maintained, protected and secured as provided in (3) of Section No. 69, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4-E; and when a building is secured as provided in (1) of Section No. 69, payment for the work shall be deemed to be included in the prices, stipulated in the Schedule for excavation, as provided in Section No. 92. These prices, Items 4 and 4-E, are per lineal front foot of building underpinned or maintained, protected and secured. In the case of underpinning a building of varying stories in height, the varying portions will be classified under and paid for at the price stipulated in the subdivision under Schedule Item 4 applicable to each portion unless otherwise expressly provided. The lineal front foot measurement does not mean the perimeter measurement of a building front, along lines of stoops, bay windows, etc., but the straight front measured along the line parallel to the street building line and at the sidewalk level. Where the subway excavation projects into a transverse street, as at stations, and it is necessary to underpin or to maintain, protect and secure a building, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of the subway. The prices are to include the payment for all work, labor and material of whatever nature required in connection with underpinning or with maintaining, protecting and securing the building proper, such as sidewalls, both interior and along transverse (except as noted above) streets; partition walls, both parallel and perpendicular to the building front; interior columns and any other work which may be required, and no other allowance will be made therefor under any other Schedule Item or otherwise. But the prices are not to include the payment for underpinning or for maintaining, protecting and securing vaults, area ways, retaining walls, stoops or porches, the payment for such work, when required, shall be deemed included in the prices for excavation, Schedule Items 1 and 3. In cases where a building has not been underpinned or maintained, protected and secured, but it is necessary to underpin or maintain, protect and secure vaults, area ways, retaining walls, stoops or porches, in front of such building, the payment for such work shall be deemed included in the prices for excavation, Schedule Items 1 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning or for maintaining, protecting and securing a building. Payment for such test pits will be made to the Contractor as and at the price provided in Schedule Item 2-A.

Payment for Sheeting.

Section No. 71. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes, and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation shall be deemed to be included in the prices for earth excavation as provided in Section No. 87, but the restoration of all such walls or other parts of vaults originally within the ordered net lines of excavation, when in the opinion of the Engineer susceptible of classification, will be paid for at the unit prices specified in the schedule applicable to the several classes of work and material involved in such restoration; or when in the opinion of the Engineer not susceptible of classification such work will be paid for under Article XII.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults of abutting property are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a six-inch hollow tile wall laid in Portland Cement Mortar, as a temporary partition, on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises. Upon the completion of the restoration of the vault, such wall shall unless otherwise directed be immediately removed and disposed of by the Contractor at his own cost and expense.

Rock.

Section No. 75. Ledge rock in place, and boulders within the ordered net lines of excavation whose volume is half a cubic yard or more each, will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet in length; and the Engineer shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 P. M. and 7 A. M. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 79. Whenever any pipe or main or structure of the Hudson and Manhattan Railroad is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

Beyond Net Lines.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be regulated so as to avoid, as far as possible, shattering the rock beyond the ordered net lines of excavation. But, on account of the impracticability of excavating rock to an exact line, an allowance will be made to the Contractor for excess excavation in rock on the sides of the trench, as provided in Section No. 88.

Concrete Packing.

Section No. 81. In rock excavation in trench, when the rock is shattered beyond the ordered net lines of excavation, the concrete on the sides of the structure shall be rammed to the rock. Such concrete will be measured at an allowed thickness of six (6) inches outside of the ordered net lines of excavation, and will be paid for at such thickness at the price stipulated in Schedule Item 6 where the side walls of the subway are not waterproofed and at the price stipulated in Schdeule Item 7 where the side walls of the subway are waterproofed. Any concrete outside of such six (6) inch allowed thickness shall be provided and placed at the Contractor's own expense.

Any excess excavation in the bottom of the trench below the net line of excavation will be replaced by a compacted backfill placed at the Contractor's expense (see Section 93).

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to

remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The discharge from all pumps shall be conducted into the adjacent sewers, and the discharge pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 84. All carts, buckets or other vehicles used by the Contractor for the removal of material shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May Be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition Of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders whose volume is half a cubic yard or more each.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth, also as ordered and as indicated on the plans, are the ordered net lines of excavation and will govern as to width and depth in the measurements for payment for excavation; except that when rock is encountered, because of the impracticability of excavating to an exact line, an excess excavation on the sides of the trench will be measured at an allowed width of six (6) inches outside of the ordered net lines of excavation and below the top surface of the rock. No excess rock excavation will be allowed below the ordered net line of excavation at the bottom of the trench; except that rock cores, such as island platforms, required to be left within the limits of the excavation will be measured with side slopes of one-half (½) horizontal to one (1) vertical. No deduction from the volume of excavation determined by the ordered net lines of excavation will be made on account of vault space or spaces occupied by pipes and other subsurface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines or excess rock excavation lines as above indicated; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the schedule.

Change of Street Grade.

Section No. 90. When ordered by the Engineer or when the Contract Drawings indicate that the grade of any street, park or parkway is to be raised the Contractor shall fill in such places to the changed grade as required and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation shall be paid for at the price or prices given in Schedule Items 1 and 2 for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1, 2 and 3, are to include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance and support, with all incidental work, labor and material of any kind, of all surface, subsurface and overhead structures and surfaces of whatever nature and their appurtenances, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for under schedule items or otherwise.

SUBDIVISION 6.

Backfilling.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary, including any void spaces of vaults or other structures below the ordered net lines of excavation which it may be necessary to fill or grade in order to provide the sub-grade for the railroad, shall be backfilled with sand, gravel or other good, clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six (6) inches in depth. In rock excavation in trench, where the rock is shattered beyond the established line of excavation, concrete packing or compacted backfill shall be provided in accordance with section No. 81.

Sub-surface Structures—Frozen Material Not Permitted.

Section No. 94. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, and the spaces left by the removal of such material carefully backfilled, but if directed by the Engineer, the sheeting shall be left in place.

How Paid for.

Section No. 96. The cost of backfilling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 2, 2-A, 3 and 3-A.

SUBDIVISION 7.

Piling and Timbering.

Character of Piles.

Section No. 97. If, in the judgment of the Engineer, the ground is of such character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, nor less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary, the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price herein stipulated to be paid per linear foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If, in the judgment of the Engineer, special conditions so require, piles of reinforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article 12 of the contract.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by bolts, spikes or good seasoned oak or locust tree-nails.

Foundation Timber Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

SUBDIVISION 8.

Cement.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks, to which no addition greater than three (3) per centum has been made subsequent to calcination.

Brand to Be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahrenheit. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 110. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per centum of sulphuric anhydride (SO^3) nor more than 4 per centum of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per centum on a No. 100, and not more than twenty-five (25) per centum on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indication of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of section area, of not less than one hundred and fifty (150) lbs.; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) lbs.; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) lbs. The strength at twenty-eight (28) days shall be not less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) lbs. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) lbs. over the strength at seven (7) days.

Long-Time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

SUBDIVISION 9.

Mortar.

Cement and Sand—Mixing.

Section No. 119. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

SUBDIVISION 10.

Masonry.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather no masonry shall be built unless properly protected against frost, and masonry shall not be built in exposed places where in the opinion of the Engineer it is impracticable to give such protection. During freezing weather or when there is frost in the materials to be used in the masonry, the materials shall be heated. The Contractor shall provide such appliances, subject to the approval of the Engineer, as are necessary for the heating of the sand, stone and other materials.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Mortar for Pointing.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Season for Pointing.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

SUBDIVISION 11.

Concrete.

How Composed.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below. The water used in mixing concrete must be clean, fresh water, no salt water being permitted.

Sand.

Section No. 134. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 136. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 139. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Mixing by Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used. Concrete shall not be mixed on the street surface on the line of the work, unless specifically permitted.

Mixing by Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary, until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughy set.

Rock Surface Be Cleaned.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Certain Forms Not Permissible.

Section No. 150. No forms made of wood, and covered with iron, will be permitted.

Forms, How Made.

Section No. 151. The forms, if made of wood, shall be made of boards with tight joints, tongued and grooved if required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken in placing or assembling the forms to do so in such manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface; except that at stations on the track ceilings and walls within the limits of the station finish work and the ceilings over the platforms, the concrete shall be left with a rough surface to insure a proper bond between the concrete and the station finish plaster to be applied under another contract. To obtain this rough concrete surface, the Contractor must provide such special forms as approved by the Engineer.

Forms, How Set—Forms Removed—Surface Irregularities Corrected—Defective Work Replaced.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 154. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to Be Painted.

Section No. 155. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

Within Station Limits.

The preceding paragraph does not apply within station limits.

Impervious to Water—Drip Pans.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

The surfaces of drip-pans under ventilating openings and other surfaces which require special provision for drainage shall be troweled.

Concrete, How Measured and Paid for.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices stipulated in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centers, forms, etc., and removing the same, all troweling where required, and all other work, labor and material incidental thereto.

Backing or Filling Concrete Paid for.

Section No. 158. Concrete backing or filling outside of the ordered net lines of excavation will be paid for as provided in Section No. 81.

SUBDIVISION 12.

Brick Masonry.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be of such thickness and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

In Stations.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on the plans or as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry and Schedule Item 10 for hollow terra cotta brick or tile masonry of any thickness ordered, except as specified in Section No. 74; these prices are to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto.

SUBDIVISION 13.

Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry will be used, if required by the Engineer, for supporting the street railroads over the roof of the Railroad where permanent supports are required and at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or wherever else directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three inches thick and one cubic foot contents laid on natural beds and bonded to give the greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Schedule Item 8-A if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII of the contract.

SUBDIVISION 14.

Waterproofing.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At Stations.

At stations the roof and sidewalls also shall be waterproofed.

Protecting Masonry.

Section No. 173. The protecting masonry shall be concrete, common bricks or hollow terra cotta blocks as directed, laid and paid for as herein elsewhere provided, and shall be not less than four (4) inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to Be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric (except the dry ply), both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of Ply.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

At Stations.

On the sidewalls at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

At Stations.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Ply Substituted for Brick in Asphalt.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain one-third (⅓) waterproofing asphalt, the other ingredients to be sand and limestone dust or sand and Portland cement, in proportions governed by local requirements and weather conditions. In melting and mixing the mastic on the work its temperature shall not exceed 350 deg. Fahr. All packages containing asphalt shipped to the work must be distinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Pitch.

Section No. 184. Pitch shall consist of either coal-tar or asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Quality of Coal-Tar Pitch.

Section No. 185. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70 deg. F., and melt at 120 deg. F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Waterproofing Asphalt.

Section No. 186. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per centum of bitumen soluble in cold carbon disulphide, and at least 98½ per centum of the bitumen soluble in cold carbon disulphide shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box two and one-half (2½) inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than one-half (½) of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr., as determined by the Kraemer and Sarnow methods.

The consistency shall be determined by the penetration, which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein specified must be conducted according to methods approved by the Engineer.

Penetrations indicated herein refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be paid for as a dry-ply, Item 15 (i).

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to Be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Precautions After Laying.

Section No. 190. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated, Schedule Item 15.

SUBDIVISION 15.

Steel and Iron.

Open Hearth Process.

Section No. 193. Steel shall be made by the open hearth process.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point (Min.)	55% Ult.	55% Ult.	35000
Elongation, Min. % in 8 inches	1500000	1500000	
	Ult. Ten. Str.	Ult. Ten. Str.	
Elongation, Min. % in 2 inches	.....	.....	20%
Fracture	Silky.	Silky.	Silky, or Fine Granular.
Cold Bends without Fracture	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Soundness and Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams, flaws, cracks, defective edges or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. Sample pieces for tensile and bending tests of plates, shapes and bars shall be cut from such portions of the finished products of each melt as the Inspector may designate, and shall be stamped by him; they shall have both faces rolled and both edges milled to the usual form of a standard test specimen—one and one-half (1½) inches wide on a gauged length of nine (9) inches—or with both edges parallel. The area of the minimum section shall be not less than one-half (½) square inch.

Tests for Angles.

Section No. 199. Angles three-quarters (¾) of an inch and less in thickness shall open flat, and angles one-half (½) of an inch and less in thickness shall bend shut, cold, under blows of a hammer, without sign of fracture. This test shall be made only when required by the Inspector.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Test Pieces for Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Tests for Rivet Steel.

Section No. 202. Rivet steel, when nicked and bent around a bar of the same diameter as the rivet rod shall give a gradual break and a fine, silky, uniform fracture.

Treatment of Test Specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Number of Tests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled. Rolled steel shall be tested in the condition in which it comes from the rolls.

Rejection at Shop.

Material which, subsequent to tests at the mills and its acceptance there, develops weak spots, brittleness, cracks or other imperfections, or is found to have injurious defects, will be rejected at the shop and shall be replaced by the manufacturer at his own cost.

Retests.

If the above tests do not fulfill the requirements of these specifications, duplicate tests may be made at the discretion of the Inspector, he selecting and stamping the duplicate test pieces. If these retests meet all the requirements, the melt shall be accepted.

Variation in Weight.

Section No. 206. A variation in weight or cross section of any piece of steel of more than two and one-half (2½) per centum from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Every finished piece of steel shall have the melt number and the name of the manufacturer stamped or rolled upon it. Bars for reinforcing concrete, rivet and lattice steel, and other small parts, may be bundled, with above marks on an attached metal tag.

Test Pieces and Facilities for Testing.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall furnish copies in triplicate of all mill orders, and no material shall be rolled or work done before the Engineer has been notified so that he may arrange for the inspection.

The Engineer shall be furnished complete copies of shipping invoices, in triplicate, with each shipment. Each invoice shall show the scale weight of each individual piece.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) pounds per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five (135) degrees, without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough, gray iron made by the Cupola process and shall contain not more than six-tenths (0.6) per centum of phosphorus, and not more than twelve one-hundredths (0.12) per centum of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 214. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the centre, when resting upon two dull knife edges, twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1-10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth, clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. The workmanship shall be equal to the best practice in modern bridge works.

Shearing and chipping shall be neatly and accurately done, and all portions of the work exposed to view neatly finished. All nuts exposed to view on the final structure shall be hexagonal. Lattice bars shall have neatly rounded ends, concentric with rivet holes.

Rods and Bars Deformed Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All material shall be straightened in the shop before being worked in any way and again straightened after punching and before assembling, if required by the Engineer or Inspector.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall be not more than one-sixteenth (1-16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Subpunching and Reaming.

Section No. 223. Where subpunching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3-16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1-16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be subpunched and reamed.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (⅛) of an inch.

Burrs Removed.

Section No. 226. All burrs on rivet holes shall be removed.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced. Contact surfaces shall be painted.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than one-half (½) the diameter of the rivet on the line of the shank, unless countersunk. Loose, burnt or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary, they shall be drilled out.

Distances from centre of rivet to edge of sheared plates shall not be less than 1¼ inches for ¾-inch rivets, and 1⅜ inches for ⅞-inch rivets; distances from centre of rivets to a rolled edge shall be not less than 1⅛ inches for ¾-inch rivets and 1¼ inches for ⅞-inch rivets. The minimum pitch for ¾-inch rivets shall be 2½ inches, and for ⅞-inch rivets 2⅞ inches. When material is subpunched and reamed the pitch for ¾-inch rivets may be made 2¼ inches, and for ⅞-inch rivets, 2⅝ inches.

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes. Washers not less than one-quarter (¼) inch thick shall be used under the nuts. Bolts must be thickly coated with red lead paint before insertion, so as to seal the hole against moisture.

Templates.

Section No. 230. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be subpunched and accurately drilled to an iron template, fitted with bushings or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from twists, bends or open joints. Ends of floor beams and stringers shall be faced square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 223. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed. Welds in steel will not be allowed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be accurately planed or faced, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners—Splice Plates and Fillers.

Section No. 235. Stiffeners of plate girders shall be faced on the end and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Web Plate Projections.

Section No. 236. Web plates must not project beyond the flange angles or be more than one-quarter (¼) inch back of face of angles.

Bed Plates Planed.

Section No. 237. Expansion bed plates shall be planed true and smooth. The finishing cut of the planing tool shall be fine and correspond with the direction of expansion.

Detail Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The scale weight shall be plainly marked upon every piece and box.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injury during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work, the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel.

Section No. 245. The prices to be paid for steel are as herein provided in Schedule Items 19, 20 and 21. Item 20 includes all single beams or shapes, whether milled or otherwise, with connections or other end details. These prices include the cost of material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings, Payments For.

Section No. 246. For miscellaneous castings, but not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25, which price includes the cost of material delivered and erected in the work; also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material.

Special Wire Forms.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the flanges of beams and girders and at other places as may be required which are to be completely encased in concrete, in order to hold the concrete in place.

Wire Forms, Payment For.

Section No 248. Special wire forms, wherever used will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

16.

Painting.

Number of Coats and Quality.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, as follows: Shop Coat, Second Coat and Finishing Coat.

The finishing coat will be a gray paint if adjacent to concrete, otherwise a black paint.

Inspection.

Section No. 250. Paint shall be subject to inspection at the place of manufacture and to such tests as may be ordered by the Engineer. The Engineer shall have access, at all times, to all places to inspect the methods of manufacture, and shall have liberty to inspect the daily laboratory records and analyses of all such paints as are subject to his inspection.

The Contractor shall furnish all facilities required for the proper inspection of the paint and its manufacture. All containers will be sealed by the Inspector at the time of inspection.

Proportions by Weight.

Section No. 251. All proportions mentioned in this specification are by weight, except when otherwise noted.

Formulae.

Section No. 252. The paint formulae are as follows:

Paint Formulae.

	Shop Coat.	Second Coat.	Finishing Coat. Gray.	Finishing Coat. Black.
Pigment	500 pounds	49%	57%	26%
Vehicle	16½ gallons	51%	43%	74%
Vehicle Formulae.				
Raw Linseed Oil 2-3 by volume		90%	92%	92%
Boiled Linseed Oil 1-3 by volume		....	....	....
Drier		10%	8%	8%

Pigment Formulae.

	Shop Coat.	Second Coat.	Finishing Coat. Gray.	Finishing Coat. Black.
Red Lead	100%	30%	....	25%
Red Iron Oxide	....	42%	....	....
Lampblack	....	5%	*	50%
Magnesium Silicate	....	10%	....	10%
Silica	....	13%	10%	15%
Sublimed White Lead	....	....	60%	....
White Zinc	....	....	30%	....

*Use sufficient lampblack to make standard shade.

Weight.

The standard weight of second coat shall be 12 pounds 10 ounces, per gallon.

The standard weight of finishing coat (Gray) shall be 14 pounds 6 ounces, per gallon.

The standard weight of finishing coat (Black) shall be 9 pounds 5 ounces, per gallon.

Preparation of Paint.

Section No. 253. The shop coat of paint shall be mixed, as needed, in such quantities as can be used before it thickens in the container. Any paint which settles and thickens before use shall be rejected and a new paint mixed.

The second and finishing coats shall be furnished in a ready mixed form and shall be used without the subsequent addition of any material.

Allowable Variation.

All paints must be properly prepared, using only the specified materials in the proportions stated, with an allowable variation therefrom of not over two (2) per centum in the quantity of any material therein. The paint must not vary more than four (4) ounces per gallon from the standard weight.

Raw Linseed Oil.

Section No. 254. Raw linseed oil shall conform to the specifications of the American Society for Testing Materials for the purity of raw linseed oil from North American seed, adopted August 25th, 1913.

Boiled Linseed Oil.

Boiled linseed oil shall be made of pure linseed oil heated with lead and manganese salts and shall comply with the following requirements:

Specific gravity at 60 degrees F., minimum	.934
Iodine value (Hanus), minimum	175
Unsaponifiable matter, maximum	1.6%
Fatty acids, maximum	3%
Ash, maximum	0.4%
Moisture, maximum	0.5%
Flash point, minimum	527° F.
Bromine addition number, minimum	105
Bromine substitution number (30) minutes, maximum	5
Foots, maximum	1.25%

When boiled linseed oil is flowed over a plate of glass and allowed to drain in a vertical position, it must dry free from tackiness in fifteen (15) hours at 70 degrees F.

Drier.

The drier shall be a pure oil drier consisting of lead and manganese salts dissolved in linseed oil and thinned with turpentine as follows:

15 pounds of Manganese Dioxide plus 10 pounds of varnish makers' red lead, to 50 gallons of oil, boiled to proper consistency and thinned with 50 gallons of turpentine.

Turpentine.

Turpentine shall conform to the proposed specification of the American Society for Testing Materials.

Red Lead for Shop Coat.

Section No. 255. Red lead for the shop coat shall be of the best quality, free from all adulteration and shall contain not less than 80 per cent. nor more than 90 per cent. true red lead (Pb_3O_4), not over 1 per cent. inert hearth materials (such as silica and alumina) and not more than 0.1 per cent. metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½ per cent. will pass through a standard 200 mesh sieve.

Red Lead for Second and Finishing Coats.

Red lead for the second and finishing coats shall be of the best quality, free from all adulteration and shall contain not less than 85 per cent. true red lead (Pb_3O_4), not over 1 per cent. inert hearth materials (such as silica and alumina) and not more than 0.1 per cent. metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter, and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½ per cent. will pass through a standard 200 mesh sieve.

Lampblack.

Dry lampblack must be absolutely neutral and contain at least 98 per cent. by weight, of pure carbon. The tinting power of lampblack used in the finishing coat must be the same as the standard sample.

Magnesium Silicate Silica.

Magnesium silicate shall be a finely ground material of crystalline structure and shall equal the standard sample.

Silica shall be ground from rock crystal and water floated. It shall be 99 per cent. pure Silica (SiO_2) and shall be of such fineness that 99 per cent. shall pass through a standard 200 mesh sieve. It shall equal the standard sample.

Red Iron Oxide.

Red iron oxide shall contain at least 85 per cent. Ferric Oxide, the remainder to consist of Silicates. The oxide shall contain no soluble sulphates, no free acids, shall give a neutral reaction and shall contain not over 0.1 per cent. Sulphur in any form. It shall be free from grit and shall equal the standard sample in shade, quality and tinting power.

Sublimed White Lead.

Sublimed white lead shall be a true basic sulphate of lead containing not less than 15 per cent. combined lead monoxide (PbO), not over 5 per cent. Zinc Oxide (ZnO), and shall contain not more than .075 per cent. free sulphur dioxide (SO_2). Sublimed white lead shall equal in whiteness, fineness, body and covering qualities the standard sample.

White Zinc.

White Zinc shall be "American process," and shall contain at least 98 per cent., by weight, Oxide of Zinc (ZnO), not more than 0.2 per cent. of sulphur in any form, nor more than .075 per cent. free sulphur dioxide (SO_2). White zinc shall equal in whiteness, fineness, body and covering qualities the standard sample.

Fineness, Second and Finishing Coats.

Section No. 256. (a) The paint for the second and finishing coats shall be so finely ground that when a small amount of same is placed upon a piece of glass and the glass placed in a vertical position, there shall be no separation of the oil from the pigments for at least one hour. This test is to be conducted at 70 degrees F.

(b) Take a ⅝ inch test tube and fill with pure raw linseed oil to a height of 3½ inches and add paint until the height of the oil is five (5) inches from the bottom. Cork, shake well and let stand in a vertical position for two (2) hours. The opaque mass must not have settled down more than ½ inch and there must be no separation of the coarser particles in the bottom of the test tube. This test to be conducted at 70 degrees F.

(c) At least 98 per cent. of the extracted pigment shall pass through a standard 200 mesh sieve.

(d) When rubbed with a spatula on a piece of glass there shall be no feeling of grittiness.

Standard Sieve.

Section No. 257. By standard 200 mesh sieve is meant, the 200 mesh sieve described in the specification of the American Society for Testing Materials for Portland Cement, adopted August 16, 1909.

Color.

Section No. 258. The shade of the Gray Finishing coat shall match the shade of the standard sample.

Drying.

The paint shall dry under normal conditions, dust free, in 12 hours, and so as to be satisfactorily recoated in not less than 24 nor more than 48 hours.

Water.

The amount of hygroscopic moisture in the finished paint shall not exceed ½ of 1 per cent.

Rosin.

There shall be no rosin in the paint as indicated by the Liebermann-Storch reaction.

Working Quality.

Section No. 259. The paint shall not liver nor curdle and shall cover properly and work freely under the brush. The pigment shall remain in suspension in a satisfactory manner.

Tests.

Section No. 260. Tests will be made against standard samples. Such analyses as required will be made by the Engineer.

Distance.

Due to the cost of inspection, the contractor will be required to obtain paint which is made within a reasonable distance from New York City, and in as large quantities as practicable. By distance from New York City is meant the distance by railroad, of the paint factory from Manhattan Island. The maximum factory distance is shown in the following tables:

For quantities of less than 250 gallons made at one time, 25 miles.
For quantities of 250 to 500 gallons made at one time, 100 miles.
For quantities of 500 to 1,500 gallons made at one time, 200 miles.
For quantities over 1,500 gallons made at one time, 700 miles.

Standard Samples.

Samples of standard ingredients, and of the finished paints are on file in the office of the Engineer. Paints and their ingredients shall conform to these standard samples. The contractor shall submit separate samples of all ingredients intended for use in the paints, and upon approval of same, shall then submit two one-pint samples of paint for approval.

In those details where no special instructions are given, the paint and its manufacture shall conform to the best accepted practice.

Original Packages.

All materials for Shop coat shall be delivered, inspected and sampled in their original packages.

Shop Coat.

Section No. 261. All iron shall be scraped free from scale and rust, and receive one coat of red lead paint as herein specified, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops. If the Engineer so directs, the shop coat will be omitted on members or parts of members to be buried in concrete.

Damaged Shop Coat to Be Renewed.

Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat.

Structural Steel and Rods.

Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scale and rust removed before being incased in the concrete. Rods shall not be painted.

Field Painting. . .

After erection the metal shall be thoroughly cleaned of all dirt, rust or scale by stiff wire brushes or sand blast, as directed, and afterward dusted and thoroughly and evenly painted with the second coat prescribed herein. No paint shall be applied until the cleaning has been passed upon by an inspector.

The finishing coat shall be applied at such time after the application of the second coat and before final acceptance of the work, as in the judgment of the Engineer shall be advisable. All steel work adjacent to concrete, such as flanges of roof beams, exposed surfaces of wall columns, shall be painted with the Gray Finishing coat. All other steel work shall be painted with the Black Finishing coat. The Finishing coat will be applied between stations only, at stations a third coat will not be required under this contract.

Surfaces in Contact.

Section No. 262. Surfaces of exposed members inaccessible after erection, shall be cleaned and painted before erection.

Recesses, Etc.

All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Surfaces Close Together.

All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Workmanship.

Section No. 263. All paint shall be well brushed out so as to show a smooth even film of uniform thickness. Round brushes shall be used exclusively in applying paint, except that the Engineer may permit the use of flat brushes on large flat surfaces only.

Rainy or Freezing Weather.

Section No. 264. Painting in rainy or freezing weather or on wet surfaces will not be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

SUBDIVISION 17.

Drains and Pumps.

Railroad to be Drained.

Section No. 266. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Floor of Railroad as Conduit.

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewer.

Sub-drain.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct. Each drain shall be laid in the concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from sewers. Connections with the Railroad shall be as necessity demands and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purpose of drainage as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall be arranged to operate automatically. Under this contract the Contractor will furnish only the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

Capacity.

Section No. 273. If, in the opinion of the Engineer, the service requires it, each of these pumps shall be able to remove from the sump eight hundred (800) gallons per minute.

Delivery to Sewers, Etc.

Section No. 274. The discharge of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payments for Drains.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Items 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever such as bends, tees, wyes, hand-holes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per centum.

Payment for Broken Stone.

Section No. 276. For broken stone for drainage, furnished and placed, Section No. 270, payment will be made as provided in Schedule Item 14.

Payment for Pumps.

Section No. 277. For pumps, Section No. 272, the Contractor will be paid as provided in Article XII of the contract including the pipe connections with sumps and sewers.

Station Drainage.

The station drainage also must be arranged for as prescribed in Section No. 269.

Soil Pipes.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for as provided in Schedule Item 34.

SUBDIVISION 18.

Sewers.

In Accordance with Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the Contract Drawings, owing to the presence of unknown subsurface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface and overhead structures, protection of persons and property, repaving or restoring of the surface of the street or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts, both in earth and in rock, in streets off the route of the Railroad, shall have vertical sides and shall be six inches wider on each side than the greatest external diameter or width of the sewer, but shall not be less than three feet in width.

In streets along the route of the Railroad the trenches shall be six inches wider than the greatest external width of the sewer or its foundation, on the side farthest away from the subway, but in no case will a width be allowed greater than that specified for sewers off the line of the Railroad. Trenches shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the Railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the required level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Inspection of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized inspector, and no construction work shall be done in his absence

Trenches to be Kept Free from Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutters and Passageways to be Kept Open.

Section No. 289. At all times, gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifications.

Cross-walk, Sidewalk and Roadway to be Kept Clear.

Section No. 290. Where any cross-walk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to Be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Quality of Brick for Sewers.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quaity are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two rings of brick are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints to be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centres of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one inch thick, mixed in the proportion of one part of cement to two parts of sand. The centres shall not be removed or withdrawn in less than thirty-six (36) hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one foot above the crown of the arch. The centres in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centres are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty (20) feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen (15) feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen (13) feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast-iron chair spurs, of the designs shown on the drawings not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street, the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure, extra heavy soil pipe (Schedule Item 17-A) shall be laid from the spur to the outside of such structure, brought up to a point thirteen (13) feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structures shall be laid in concrete.

Concrete May Be Substituted for Brick.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to Be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Moulds, Etc.

Section No. 306. Suitable forms or moulds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any voids, or irregular or defective work is discovered upon removing the forms or moulds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, Etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers—Quality of Pipe.

Section No. 310. Tile pipe sewers shall be built of vitrified, salt glazed stoneware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Dimensions.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

Double Strength Pipe; Extra Deep and Wide Sockets.

Dimensions.

Diameter.	Thickness of Shell.	Depth of Socket.	Length of Plain Straight Pipe.	Weight of Pipe Per Foot.	Annular Space.
Inches.	Inches.	Inches.	Feet.	Pounds.	Inches.
6	5/8	2½	2	16	5/8
8	3/4	2¾	3	25	5/8
10	7/8	2¾	3	37	5/8
12	1	3	3	45	5/8
15	1¼	3	3	75	5/8
18	1½	3¼	3	118	5/8
20	1⅔	3½	3	148	5/8
22	1⅝	3¾	3	157	5/8
24	2	4	3	190	5/8

"Special."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six inches in diameter with hubs moulded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthenware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle, and deposited continuously to the height of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen (15) feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four (24) hours for inspection.

Joining Hub and Spigot Pipes.

Section No. 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one (1) part of cement to one and one-half (1½) parts of sand and of a sufficient thickness to bring the inner bottom surfaces of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

Pipes to Be Cut.

The ends of pipes, which enter masonry, shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of the quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults, they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good, wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the Contract Drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to Be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half (2½) feet of earth over them.

Pipes to Be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mould or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to Be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve (12) inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Pipe Connections.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite paving blocks or concrete masonry, as indicated on the Contract Drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought-iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer, shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be removed at once from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting, without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds;
Street manhole cover, 135 to 150 pounds;
Sidewalk manhole head, 300 to 310 pounds;
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Heads in Vaults.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to Be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve (12) inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such qauntity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the plans, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-Iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty (80) nor more than ninety-five (95) pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-Iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections, and properly coated with coal pitch varnish, shall be furnished and built into place as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built, with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick as the case may be, in the manner described above and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one (1) part of cement to two (2) parts of sand and four (4) parts of stone of the quality described in these specifications.

Paving.

Section No. 352. On the completion of each section of one hundred (100) feet of sewer, the sidewalks and roadway shall be restored as provided under specification subdivision 22, Surfaces Restored.

Permits for Connections.

Section No. 353. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be per lineal foot of sewer complete as herein provided in Schedule Items 37, 38, 40, 41 to 43, 45 and 47, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in Sections Nos. 278 to 354 of these Specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specifically provided.

Excavation.

Section No. 356. In addition to the price per lineal foot for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include compensation for all the matters referred to in Section No. 92), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored shall be as provided in Schedule Items 30 (a), (e) and (f).

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 of the specifications it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 360. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the Schedule and at the prices therein stipulated for such items.

Cast-iron Pipe Sewers, Etc.

Section No. 361. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

For all manholes or receiving basins constructed in accordance with the provision of this section, the cast or wrought iron furnishings (except pipes) will be paid for under Schedule Item 25-C, which item however is applicable only to the class of work covered by this section.

House and Drainage Connections.

Section No. 362. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 360 and 361 will be included in the prices for the several classes of work and material entering into such construction.

Sewers Under Station Platforms.

Wherever a sewer passes under a station or station platforms, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335 respectively, apply in every respect.

SUBDIVISION 19.

Requirements for Pipes.

General.

Section No. 363. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Workmanship.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket end exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Interior Diameter.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Lugs, Etc.

Section No. 368. Bands, lugs, buttons or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Straightness.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

60-inch pipes,	special.
48-inch pipes,	9,886 pounds each.
42-inch pipes,	special.
36-inch pipes,	5,920 pounds each.
30-inch pipes,	4,460 pounds each.
24-inch pipes,	2,965 pounds each.
20-inch pipes,	1,979 pounds each.
16-inch pipes,	1,458 pounds each.
12-inch pipes,	1,018 pounds each.
8-inch pipes,	542 pounds each.
6-inch pipes,	416 pounds each.

Will be Calipered.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1-12) of an inch than the thickness required by the standards.

Variation in Weights.

Section No. 375. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16 inches or less in diameter, 5 per cent.

For pipe over 16 inches in diameter, 4 per cent.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received, the sum of the standard weights of the same number of pieces of the given size, by more than two (2) per centum.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Variation of Weight of Special Castings.

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For special castings 12 inches or less in diameter..... 10 per cent.
For special castings over 12 inches in diameter..... 8 per cent.

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12 inches or less in diameter..... 8 per cent.
For special castings over 12 inches in diameter..... 6 per cent.

The total weight, however, to be paid for shall not exceed for the special castings received, the sum of the standard weights of the same number of special castings, by more than five (5) per centum.

Straight Pipe Cast Vertically.

Section No. 376. All straight pipes shall be cast vertically, and all pipes twelve (12) inches or more in diameter shall be cast with the hub end down.

Clean and Smooth.

Section No. 377. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

Section No. 378. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

Section No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Imperfections.

Section No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings to Be Clean.

Section No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes to Be Coated.

Section No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 383. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Temperature of Pitch.

Section No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300°) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Temperature of Casting.

Section No. 385. Every casting shall attain a temperature of three hundred (300°) degrees Fahrenheit, before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To be Inspected Before Dipping.

Section No. 386. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise, will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

Section No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the Inspector.

Blocking and Wedges.

Section No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

Section No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick with wedges 12 inches long, 4 inches wide, 3 inches thick on one and ½ inch thick on the other.

Joints.

Section No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption to be Given.

Section No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

Section No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, Etc.

Section No. 395. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Specifications of Owners Apply.

Section No. 396. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

SUBDIVISION 20.

Ducts.

Vitrified Ducts—Quality and Size.

Section No. 397. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches; shorter lengths shall be used only as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 398. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 399. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1-16) of an inch.

Glaze.

Section No. 400. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 401. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the ends of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 403. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 404. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 405. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To be Rodded.

Section No. 406. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 407. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18, shall include only those intended solely for the purpose of the operation of the Railroad, either those incorporated in the Railroad structure or those laid on top of it.

Duct Manholes.

Section No. 408. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions. They are to be considered as part of the subway structure, and paid for at the schedule prices for such work. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct Manholes at Stations.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Special.

Section No. 409. At manholes the ducts will be laid to conform to the special conditions.

Openings to Street Surface.

Openings to the street surface shall be provided from all manholes. Ten (10) inch cast-iron pipe will be used for this purpose in some cases. Such pipe when used will be measured in place in the work and paid for as stipulated in Schedule Item 17 (i).

SUBDIVISION 21.

Conduits.

Open Construction Required.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Usually to be Built In.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roofs or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality of Iron Pipe Conduit.

Section No. 412. All iron conduits used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trademark of the manufacturer. It shall bend cold ninety (90) degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Cleaning and Workmanship.

Section No. 413. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Support and Protection.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Strap Supports.

Section No. 416. Conduits not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements—and payment for the same shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast iron outlet and pull box furnished and placed in the work shall be as herein stipulated in Schedule Items 33 and 33-A.

SUBDIVISION 22.

Surfaces Restored.

Pavement to be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench backfilled, a temporary pavement shall be laid and maintained for at least four (4) months in a condition satisfactory to the Engineer; and after the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Provisions Apply to Sewer Trenches.

Section No. 421. All the requirements as to street surface restored shall apply to the trenches for sewers, pipes or other subsurface structures along or off the line of the Railroad.

Other Sidewalks May be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough, or such other officer of The City of New York as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines, or to make arrangements with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving, or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such roadway pavement, sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 423. Payment for street surface restored will be made as provided in Schedule Item 30 (a) within curb lines, Schedule Items 30 (e) and (f) between curb lines, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface; and of all temporary surfaces that may be necessary to maintain traffic pending the final placing of the permanent paving. The support of the street surface between the rails of the street railroad tracks will not constitute "street surface restored;" that is, the Contractor will not be paid for street surface restored in cases where the original pavement between the rails of street railroad tracks is not removed and replaced; nor will the area of the top surface of the rails or slot of the street railroads be measured and paid for as "street surface restored."

When required by the Engineer, the Contractor shall furnish and set contiguous to ventilating grating work and station vault light work new bluestone or eight (8) inch granite curb dressed to fit the structure. This new curb, in place, including all work, labor and material incidental thereto, will be paid for at the prices stipulated in Schedule Items 30 (i) and (k). (See Section No. 427.)

When required by the Engineer, the Contractor shall set such new curbs, or restore the old curbs contiguous to such grating and vault light work when new ones are not ordered, at a new line to be established by the President of the Borough, and such additional roadway pavement as may be required thereby will be paid for at the unit price specified in the Schedule applicable thereto.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the ordered net lines of excavation.

Outside of Net Lines.

Section No. 425. All other street surfaces outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operation, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally as good as that existing previous to the commencement of construction.

SUBDIVISION 23.

Gratings, Hand Rails, Etc.

Steel Gratings.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

At Stations.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Measurement and Payment.

Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work, labor and material.

Galvanized Iron Pipe Hand-Rails.

Galvanized iron pipe hand-rails, of one or more horizontal rails and supported on wall brackets or on pipe posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, and as shown on the Contract Drawings. Measurements for payment will be per lineal foot of pipe rail and posts in place on the work, complete, and at the price as stipulated in Schedule Item 27.

Vault Lights.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. These lights shall be made with lenses, not exceeding three (3) inches in diameter, of strong glass set in cement, in frames or panels, and the joint between the glass and the cement shall be made watertight by the use of an approved elastic composition which shall also serve to protect the glass

from breaking due to the contraction of the supporting slab. The panels shall be provided with non-slipping treads, buttons or other devices all of design approved by the Engineer; and shall be of sufficient strength to carry, when supported in a manner similar to that in which they are to be permanently set, an equally distributed load of at least five hundred (500) lbs. per square foot without signs of failure, deformation or permanent set, when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault lights must be set in place with cement, lead or other means to be absolutely waterproof; and the joint between the vault light construction and the supporting walls or beams shall be made watertight by the use of an approved elastic composition. Any tests required shall be at the Contractor's expense.

Measurement and Payment.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and the price paid will be as provided in Schedule Item 29, which price shall include all work, labor and material incidental to the completed vault lights in place.

SUBDIVISION 24.

Special Matters.

General Provisions Govern.

Section No. 427. The provisions of this subdivision are for the purpose of calling attention to special matters, but except as herein *expressly* provided the foregoing general specifications shall remain unmodified and unaffected hereby.

Open Trench Excavation Permitted at Certain Points.

In the Extension of Seventh Avenue between the southerly end of the Section to be constructed under this contract and Greenwich Avenue and West 11th Street, the Contractor will be permitted to prosecute his work in open trench excavation without cover, except at the intersections of cross streets, in which cases such cross streets must be kept open for traffic, as provided for in Section No. 49. In order to facilitate the work, the remaining portions of Seventh Avenue Extension between the southerly end of the Section to be constructed under this contract and Greenwich Avenue and West 11th Street may be utilized by the Contractor, but only with the approval of the Engineer, for the storage of materials and for working plants, etc. Access to abutting property must be maintained, however, as provided in Section No. 44.

Property Acquired by City.

The City has acquired the property included within the Seventh Avenue Extension and will under separate contracts raze the buildings within the limits of such Extension, but within such Extension the cost of the removal where necessary of all foundation walls or other parts of buildings or vaults below the surface along the line of the Railroad that are within the ordered net lines of excavation is deemed to be included in the prices for earth excavation, as provided for in Sections Nos. 87 and 88. No deduction from the volume of excavation determined by the ordered net lines of excavation will be made on account of basements or cellars; in such cases the surface, limiting the amounts to be paid for, shall be deemed to be at the average existing elevation of the ground contiguous to the property in which such basements or cellars are located, and the payment for excavating any materials projecting about this surface (determined by the average property elevation) shall be deemed to be offset by the voids occurring below this surface and no allowance or payment will be made for such projecting materials.

Along the Extension of Seventh Avenue between the southerly end of the Section to be constructed under this contract and Greenwich Avenue and West 11th Street the Contractor will be required to restore the street surface only within the limits of the intersecting streets which cross the line of the Railroad but in accordance with the provisions of Subdivision 6, he shall backfill the excavations, basements, cellars and vaults along the remainder of such Seventh Avenue Extension between the southerly end of the Section to be constructed under this contract and Greenwich Avenue and West 11th Street both within and beyond the limits of the Railroad in property acquired by the City, up to uniform grade lines between the pavement subgrades at the intersecting streets. The limit of such backfill beyond the limits of the Railroad in property acquired by the City may be modified and a slope for this backfill may be prescribed by the Engineer; the cost of such backfilling is to be considered as included in the prices paid for excavation within the ordered net lines of excavation, as provided in Section No. 96. Where necessary the Contractor must support such backfill by methods approved by the Engineer, so as to prevent its encroachment on abutting private property. The cost of such supports is to be paid for at the prices stipulated in the Schedule Items applicable in the opinion of the Engineer thereto.

Gratings and Vault Lights.

Contiguous to grating and vault light work at stations and at ventilating openings between stations along Seventh Avenue Extension, the Contractor shall set new eight (8) inch granite curbs at a curb line to be established by the President of the Borough; the work will be done and the payment therefor will be made as prescribed in Section No. 423.

The Contractor must immediately upon the execution and delivery of this contract designate the points along the Extension of Seventh Avenue at which he wishes to begin his work, in order that provision may be made for razing the buildings at such points. At other than such designated points the work of razing the buildings will be done progressively block by block.

The Contractor shall maintain, support and protect the Hudson and Manhattan Railroad at Christopher Street with its appurtenances, both temporarily and permanently, in a safe condition for the continuous operation of trains therein according to the schedule or requirements of the Hudson and Manhattan Railroad Company, and as more particularly hereinafter in Chapter VI provided, shall be solely responsible for any damage thereto and for any injuries to passengers or other persons or to property therein which may occur on account of the work hereunder whether caused by the negligence, fault or default of the Contractor or not, and the Contractor shall indemnify and save harmless both the City and the Hudson and Manhattan Railroad Company from liability upon any and all claims for damages on account of any such injuries to persons or property and from all costs and expenses in suits which may be brought for such injuries to persons or property, and as also provided in Chapter VI the liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such damage. Payment for the maintenance, support and protection of said Hudson and Manhattan Railroad and of all passengers and other persons therein as above provided is, as stated in Section No. 63, deemed to be included in the prices for excavation, Schedule Items 1, 2 and 3.

CHAPTER IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Contractor's Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of one hundred and fifty thousand dollars ($150,000). In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten (10) days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten (10) days or such further time, if any, as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require the Comptroller or the Interborough Company or both the Comptroller and the Interborough Company to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller and such amount shall in such case be deemed to have been paid by the Interborough Company to the Contractor upon this contract; and the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to the Comptroller) shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten (10) days or such further time, if any, as the Commission may grant, substitute such new securities or make such deposit of cash, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller or the Interborough Company or both to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller; and the Comptroller shall hold the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to him) in lieu of such securities, as if part of the original deposit or as if deposited with him as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon this contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

City to Collect Interest.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security for.

Article XXIX. The said deposit, whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be not less than ten (10) days before the sale and such publication to be made three times within such ten (10) days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten (10) days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so to be retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn from the City or the Interborough Company, as the case may be, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock. The Interborough Company shall pay to the Contractor such portion of the amounts retained by it as are to be so withdrawn from it upon the certificate of the Comptroller that such corporate stock of a market value equal to such amount to be withdrawn from it has been so deposited with him.

CHAPTER V.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. The Contractor agrees to look to the Interborough Company for the payment of the sums earned under this contract to an amount not exceeding one million seven hundred forty-five thousand eight hundred forty dollars and eighteen cents ($1,745,840.18), which the Interborough Company agrees to pay in the manner hereinafter provided, and to the City for all sums over and above such amount. The Interborough Company shall not be liable hereunder beyond said amount. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate in duplicate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices

*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

contained in the Contractor's Proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at an amount equal to sixty (60) per centum of the average price stipulated in the Schedule of Unit Prices for such iron or steel. Such average price shall be obtained by dividing the sum of the prices stipulated in Schedule Items 19, 20 and 21 by three. But the quantity of such structural iron and steel included in any partial estimate or estimates shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify two vouchers aggregating eighty-five (85) or ninety (90) per centum of the amount stated in such estimate or certified to be the value of the work done and materials furnished as provided in Article XXXIII. One of such vouchers shall be payable by the City and the other of such vouchers shall be payable by the Interborough Company. The voucher payable by the City shall be for an amount equal to five per centum (5%) of such estimate less five per centum (5%) of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The voucher payable by the Interborough Company shall be for an amount equal to ninety-five per centum (95%) of such estimate less ninety-five per centum (95%) of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The Commission shall thereupon transmit the voucher payable by the Interborough Company accompanied by a duplicate original of such estimate to the Interborough Company for payment and the Interborough Company within thirty (30) days after the receipt of such voucher shall pay the same to the Contractor. The voucher payable by the City shall be paid within thirty (30) days after the date of the certification of such voucher by the Commission. Provided, however, that the City may and the Interborough Company may, and upon the requirement of the Commission, shall at all times reserve and retain from said partial payments or any of them, in addition to the ten (10) or fifteen (15) per centum mentioned in Article XXXIII, any sum or sums which by the terms hereof, or of any law of the State of New York, either the City or the Interborough Company, or both the City and the Interborough Company, may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part and all work under this contract, the Engineer shall so certify in writing and in duplicate to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor and also the value of such work under and according to the terms of this contract and also the balance of the amount remaining of the maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder after deducting all such sums as shall theretofore have been paid by the Interborough Company to the Contractor under the provisions of this contract (including interest, if any, paid under the provisions of Article XXXIX hereof) and any other sum or sums which the Engineer shall state in such certificate should be deducted. Upon the receipt of such certificate the Commission shall forthwith prepare and certify two final vouchers (or one, payable by the Interborough Company, in the event hereinafter specified) aggregating the amount remaining after deducting from the amount or value of the work done under and according to the terms of this contract as stated in such certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract (exclusive of interest, if any, paid under the provisions of Article XXXIX) and also any such sum or all such sums of money as by the terms hereof either the City or the Interborough Company or both the City and the Interborough Company may be authorized to reserve or retain; provided, however, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work should the said certificate be found or known to be inconsistent with the terms of this contract or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based. One of such final vouchers shall be payable by the City and the other shall be payable by the Interborough Company. The voucher payable by the Interborough Company shall be for the balance remaining of such maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder or so much thereof as may have been certified by the Engineer; provided, however, that if such balance or so much thereof as may have been certified by the Engineer shall equal or exceed the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid, then the voucher payable by the Interborough Company shall be for such remaining amount, and no voucher shall in that case be prepared or certified for payment by the City. The Commission shall transmit such voucher payable by the Interborough Company accompanied by the duplicate original of such final certificate to the Interborough Company and the Interborough Company on or before the expiration of ninety (90) days after the receipt of such voucher and certificate shall pay the amount due on such voucher. The voucher payable by the City shall be for the difference between the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid and the amount of the voucher payable by the Interborough Company. The City shall pay the amount due on such voucher payable by it on or before the expiration of ninety (90) days after the acceptance of the work herein agreed to be done by the Contractor and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller signed by the Engineer and the Commission.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment the City shall pay if the delay shall occur in the case of a voucher payable by the City and the Interborough Company shall pay if the delay shall occur in the case of a voucher payable by the Interborough Company to the Contractor interest on such amount at the rate of four and one-half (4½) per centum per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. Provided, however, that the Contractor shall not be entitled to interest on any sum or sums which by the terms hereof or of any law of the State of New York either the City or the Interborough Company or both the City and the Interborough Company may be authorized to reserve or retain. The term for which interest shall be paid shall be reckoned, in the case of a partial payment by the City from the thirtieth day after the certification of such voucher by the Commission and in the case of a partial payment by the Interborough Company from the thirtieth day after the receipt of such voucher by the Interborough Company, and in the case of a final payment by the City from the ninetieth day after the acceptance of the work by the Commission and the filing of such certificate of the completion and acceptance of the work in the office of the Comptroller, and in the case of a final payment by the Interborough Company from the ninetieth day after the date of the receipt of such voucher and the final certificate by the Interborough Company, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance or of the Interborough Company, as the case may be. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller or the Interborough Company, as the case may be, for payment in the usual manner. But the provisions of this Article as to payment by the Interborough Company of interest on any final payment due from the Interborough Company shall be subject, as between the City and the Interborough Company, to the provisions of Article XII of said contract dated March 19, 1913, to the effect that if, after the contribution of the Interborough Company shall have been exhausted, there shall accrue any valid claim against the Interborough Company in connection therewith, whether by reason of outstanding contracts or otherwise, the City shall on demand of the Interborough Company promptly settle and pay such claim or claims.

Provided, however, that the Interborough Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Company.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment by the City or by the Interborough Company in case no final voucher shall be certified for payment by the City as aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City, the Interborough Company or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained by the City as provided in this contract. The acceptance by the Contractor of payments by the Interborough Company, whether partial or final, aggregating the maximum amount specified in Article XXXV hereof shall be and shall operate as a release to the Interborough Company from all claim and liability to the Contractor hereunder.

Contractor's Claims for Damage—Statements of Damage to Be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten (10) days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. All the provisions of the Lien Law relating to liens under contracts for public improvements and the discharge and enforcement thereof shall be deemed to apply to the moneys of the Interborough Company to the extent of the amount thereof due or to become due to the Contractor under this contract as though such moneys were the moneys of the City applicable to this contract, provided, however, that the notice of such lien and all subsequent notices relating thereto shall be served upon the Interborough Company as well as upon the Comptroller and the Commission.

If at any time before or within thirty (30) days after the whole work agreed herein to be performed has been completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller (and with the Interborough Company in case a lien is sought upon the moneys of the Interborough Company as aforesaid) any such notice as is described in the Lien Law, the City or the Interborough Company or both the City and the Interborough Company may retain from any moneys which would otherwise be payable to the Contractor hereunder by the City or the Interborough Company an amount or amounts sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice, until such lien shall be discharged as provided by law. If such lien shall be foreclosed according to law, then the City or the Interborough Company or both the City and the Interborough Company may pay the amount necessary to satisfy such lien with interest and costs, to the person entitled thereto, and such payment shall be deemed to be a payment hereunder to the Contractor by the City or the Interborough Company or both the City and the Interborough Company, as the case may be. If the amount or amounts so retained shall not be sufficient to satisfy such lien so foreclosed with interest and costs, the deficiency may be retained by the City or the Interborough Company or both by the City and the Interborough Company out of any moneys thereafter becoming due to the Contractor hereunder.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

It is the intention of the parties to this contract that in addition to indemnifying the City against all claims for damages, the Contractor shall also be liable to the owners of adjacent, abutting or overhead property or of buildings or structures thereon and to all tenants or occupants of such buildings or structures, for all physical injuries to property or person which may be occasioned by the work of construction, even in cases where such owners, tenants or occupants have no legal claim against the City for such injuries.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work, safely maintain the traffic on streets, avenues, highways, or other public places, as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnity and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction whether such damage be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller or by the Interborough Company or both out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims may be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City or the Interborough Company by reason of such loss or damage.

CHAPTER VII.

City to Secure Contractor Against Interference by Injunctions.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

CHAPTER VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within thirty-three (33) months from the date of delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased, as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that such damages shall be liquidated and paid as follows: The Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing the entire work to be done under this contract the sum of Three hundred dollars ($300), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct or to require the Interborough Company to deduct and pay to the City such amounts from any moneys due or to become due to the Contractor under this contract. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor or by any sub-contractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such strike, injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City, or either, shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission, or both, shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation in Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work, as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect to the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City or the Interborough Company of any of its rights under this contract.

CHAPTER IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms hereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof; and the Interborough Company shall, upon the requirement of the Commission, deduct and pay to the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor from it under and by virtue of this contract, the amount of such expense or such portion thereof as the Commission shall require, to be applied by the City to the payment of such expense, and such moneys so deducted and paid to the City shall be deemed to have been paid to the Contactor by the Interborough Company upon this contract. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in no wise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the Bond or other surety in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

CHAPTER X.

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond, and if any such correction or change affects the obligations of the Interborough Company hereunder, by the Interborough Company; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission or any officer or director of the Interborough Company personally by reason of this contract or of any of its articles or provisions..

Contractor Not to Assign, Sublet, Etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City and the Interborough Company shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City or the Interborough Company in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including Section Three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work con-

templated by this contract or upon any material to be used upon or in connection therewith, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of any party, be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

Article LXX. The Interborough Company is a party to this contract solely for the purpose of paying out its contribution toward the cost of construction of the Railroad as provided in the said contract dated March 19, 1913, and the fact that it is a party to this contract with the City and the Contractor shall not deprive it of any rights, claims or remedies which as owner or lessee of any elevated railroad or abutting property or otherwise, it might otherwise possess or assert against the City or the Contractor.

In witness whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission, and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President; and the Contractor has caused its corporate seal to be hereto affixed and these presents to be executed by its proper officers the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By ....., Chairman.
Attest: ....., Secretary.
INTERBOROUGH RAPID TRANSIT COMPANY,
By ....., President.
Attest: ....., Secretary.

(Acknowledgments of Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 6, 1914, the Public Service Commission for the First District transmitted for consent of the Board, a proposed contract to be entered intc between The City of New York, the Interborough Rapid Transit Company and the United States Realty and Improvement Company for the construction of section 4 of routes 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Seventh Avenue Extension, in the Borough of Manhattan, opposite the southerly building line of Commerce street, and extends thence northerly under Seventh Avenue Extension and Seventh avenue to a point about 79 feet north of the northerly building line of West 16th street, at an estimated cost to the City of $91,886.32.

The Commission also requested the Board to consent to the award of the contract submitted, to prescribe a limit of $91,886.32 to the amount of bonds available to meet the City's objections thereunder and to direct the Comptroller to issue bonds to the necessary amount, the same to be charged against the appropriation of $28,200,000, made by the Board on March 18, 1913, for the purpose of carrying out the terms of Contract No. 3.

This contract has been awarded the low bidder at an estimated amount of $1,837,726.50, but the contract provides that the Interborough Rapid Transit Company shall pay estimates rendered to an amount of 95 per cent. thereof, or not to exceed the sum of $1,745,840,118, as the lessee's further contribution toward the construction costs $58,000,000 provided for in Contract No. 3.

I recommend the adoption of the attached resolution consenting to the award of the contract, limiting the amount of bonds available and authorizing and directing the Comptroller to issue the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on March 6, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between The City of New York, acting by the Public Service Commission for the First District, the Interborough Rapid Transit Company and the United States Realty and Improvement Company, for the following purposes:

For the construction in the Borough of Manhattan of section No. 4, of Routes Nos. 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Seventh Avenue Extension, opposite the southerly building line of Commerce street and extends thence northerly under Seventh Avenue Extension and Seventh avenue to a point about seventy-nine (79) feet north of the northerly building line of West 16th street, at an estimated cost to the City of ninety-one thousand eight hundred and eighty-six dollars and thirty-two cents ($91,886.32), and be it further

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the amount of proceeds of corporate stock available for the said purposes shall be ninety-one thousand eight hundred and eighty-six dollars and thirty-two cents ($91,886.32); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of ninety-one thousand eight hundred and eighty-six dollars and thirty-two cents ($91,886.32), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board, dated March 6, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of twenty-eight million two hundred thousand ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Water Supply, Gas and Electricity—Appropriation from Brooklyn Water Revenues, for 1913 (Cal. No. 34).

The Secretary presented a report of the Comptroller, recommending that the request of the Commissioner of Water Supply, Gas and Electricity for an appropriation of $3,000 from the Brooklyn Water Revenues for 1913, to provide for purchasing and installing meter testing apparatus, etc., in the new meter testing station at the North Portland avenue yard, Brooklyn, be denied pending the sale of obsolete stock now at said station, and a return to the City Treasury of the proceeds realized therefrom.

(On January 16, 1914, the communication from the Commissioner of Water Supply, Gas and Electricity, as above, was referred to the Comptroller.)

Which was laid over two weeks (April 17, 1914).

Sheriff, New York County—Provision for Erection of a Smaller Jail for Confinement of Civil Prisoners of New York County (Cal. No. 35).

The Secretary presented a report of the Comptroller, referring to a communication from the Sheriff of New York County, requesting that provision be made for the erection of a smaller jail to be used for the confinement of the civil prisoners of New York County, as the Ludlow Street Jail is too large for the average daily jail population and too expensive to maintain. The Comptroller states that under the present provisions of law favorable action cannot be taken on the request of the Sheriff, and recommends the adoption of a resolution requesting the Corporation Counsel to draft a bill and present same to the Legislature, whereby the custody of all criminal prisoners in the counties within The City of New York shall be under the Department of Correction, and further that the Commissioners of the Sinking Fund be authorized to designate portions of prisons for the use of the Sheriffs as a place of confinement for the civil prisoners of the various counties.

(On February 6, 1914, the above communication was referred to the Corporate Stock Budget Committee and to the Commissioners of the Sinking Fund for consideration of the request contained therein for assignment of space in the Municipal Building for the use of the Sheriff of New York County.)

Which was laid over two weeks (April 17, 1914.)

Fire Department—Rescission and Issue of Corporate Stock (Cal. No. 36).

(On March 6, 1914, the request of the Fire Commissioner in this matter was referred to the Corporate Stock Budget Committee.)

The Secretary presented a communication from the Fire Commissioner, dated February 26, 1914, requesting the rescission of an issue of corporate stock and the new issue of corporate stock in the same amount, and the following report of the Committee on Corporate Stock Budget recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 19, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 26, 1914, the Fire Commissioner requested amendment of two resolutions authorizing corporate stock for the erection of buildings for the use of the Fire Department. In connection therewith we report as follows:

It is proposed to reduce the authorization for C. F. D.—25G, Erection of Building on Site at Ogden Avenue, High Bridge, adjoining Engine Company 68, by deducting $31.69 and to increase by addition of that amount to C. F. D.—25H, Erection of Building at Bailey Avenue and Boston Road, Bronx.

There is sufficient unencumbered balance in C. F. D.—25G to permit the reduction. A deficit of $31.69 in C. F. D.—25H is shown, as follows:

Credits.		
Authorization	$77,000 00	
Premiums	18 21	
Total credits		$77,018 21
Debits.		
Contracts	$69,557 21	
Open Market Orders	6,992 69	
Total debits		76,549 90
Credit balance		$468 31
Outstanding—Balance of bill of Hoppin & Koen, architects		500 00
Deficit		$31 69

We recommend the adoption of the attached resolutions granting the request.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York, to an amount not exceeding thirty-one dollars and sixty-nine cents ($31.69) in addition to the amount heretofore authorized, for the purpose of providing means for the erection of a new building at Bailey avenue and Boston road for the use of the Fire Department of The City of New York, for quarters for engine and hook and ladder companies, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding thirty-one dollars and sixty-nine cents ($31.69), the proceeds whereof, to the amount of the par value of the stock, to be applied to the purposes aforesaid.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on June 13, 1912, and concurred in by the Board of Aldermen on July 2, 1912, as follows:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on February 8, 1912, and concurred in by the Board of Aldermen on February 27, 1912, as follows:

"'Resolved, That, subject to the concurrence herewith of the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911, as follows:

"'"Resolved, That, subject to the concurrence of the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910, which reads as follows:

"'"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifty-seven thousand dollars ($57,000), to be used as follows: Twelve thousand dollars ($12,000) for the acquisition of a site at High Bridge, Ogden avenue, adjoining Engine Company 68, and forty-five thousand dollars ($45,000) for the erection of a new building thereon, for the use of the Fire Department of The City of New York for quarters for hook and ladder companies, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding fifty-seven thousand dollars ($57,000), to be applied to the purposes aforesaid.'

"'"—be amended to make the amounts read three thousand and twenty dollars ($3,020) for acquisition of site, forty-five thousand dollars ($45,000) for the erection of a new building, and the total forty-eight thousand and twenty dollars ($48,020)."

"'—be further amended to make the amounts read three thousand one hundred dollars ($3,100) for acquisition of site, forty-five thousand dollars ($45,000) for the erection of a new building, and the total forty-eight thousand one hundred dollars ($48,100).'

"—be amended to make the amounts read three thousand one hundred dollars ($3,100) for acquisition of site, thirty-three thousand five hundred dollars ($33,500) for the erection of a new building and the total thirty-six thousand six hundred dollars ($36,600)."

—be *amended* to make the amounts read *three thousand one hundred dollars* ($3,100) *for acquisition of site, thirty-three thousand four hundred and sixty-eight dollars and thirty-one cents* ($33,468.31) *for the erection of a new building, and the total, thirty-six thousand five hundred and sixty-eight dollars and thirty-one cents* ($36,568.31).

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Street Cleaning; Department of Water Supply, Gas and Electricity—Amendment of Issues of Corporate Stock (Cal. No. 37).

The Secretary presented the following report of the Committee on Corporate Stock Budget, recommending amendments of issues of corporate stock authorizations made to the Department of Street Cleaning and to the Department of Water Supply, Gas and Electricity:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 20, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—An examination of the corporate stock authorization ledgers of the Department of Finance discloses a number of accounts in each of which stock has apparently been issued in excess of the amount authorized.

These overdrafts appear as a result of erroneous reductions of authorization made by your Board. Accounting transactions will adjust most of them, but action increasing the authorizations will be necessary in two accounts, as follows:

C. D. S.—2, from $358,000 to $359,338, an increase of	$1,338 00
C. D. W.—33, from $17,495.33 to $17,600, an increase of	104 67
A total increase of	$1,442 67

The latter account is one of eight provided for in one resolution. Included in this resolution are two accounts in which requests for reductions in authorizations have been made by the Commissioner of Water Supply, Gas and Electricity, as follows:

C. D. W.—31, from $25,000 to $3,500, a reduction of	$21,500 00
C. D. W.—32, from $150,000 to $99,000 a reduction of	51,000 00
	$72,500 00

For purposes of economy and convenience all of these changes are made herewith.

We recommend the adoption of the attached resolution providing for the necessary increases in authorizations, $1,442.67, and the requested reductions in authorizations, $72,500. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen: LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911, which reads as follows:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen on June 21, 1910, which reads as follows:

"'Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment at a meeting held February 19, 1904, and deemed to be passed by the Board of Aldermen, pursuant to the provisions of section 48 of the Greater New York Charter, as amended, on April 2, 1904, which reads as follows:

"'"Whereas, The Board of Estimate and Apportionment on June 5, 1903, adopted a resolution, subject to the concurrence of the Board of Aldermen, authorizing the issue of corporate stock to an amount not exceeding three hundred and seventy thousand dollars ($370,000), to provide means for the construction of a stable on the block bounded by Flushing avenue, Graham street, Kent avenue and Little Nassau street, Borough of Brooklyn;

"'"Whereas, The Board of Aldermen failed to take action thereon before the expiration of the term of office of the old Board of Aldermen; and

"'"Whereas, The Commissioner of the Department of Street Cleaning, in a communication to the Board of Estimate and Apportionment, dated February 16, 1904, has made requisition for the issue of bonds to the amount of three hundred and seventy thousand dollars ($370,000), to provide for the construction of a stable on the block bounded by Flushing avenue, Graham street, Kent avenue and Little Nassau street, Borough of Brooklyn, as provided by section 546 of the Greater New York Charter, therefore be it

"'"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of three hundred and seventy thousand dollars ($370,000), the proceeds whereof to be expended for the purposes aforesaid,"

"'—be and the same is hereby amended to read as follows:

"'Whereas, The Board of Estimate and Apportionment, on June 5, 1903, adopted a resolution, subject to the concurrence of the Board of Aldermen, authorizing the issue of corporate stock to an amount not exceeding three hundred and sixty-four thousand three hundred and thirty-eight dollars ($364,338), to provide means for the construction of a stable on the block bounded by Flushing avenue, Graham street, Kent avenue and Little Nassau street, Borough of Brooklyn;

"'Whereas, The Board of Aldermen failed to take action thereon before the expiration of the term of office of the old Board of Aldermen; and

"'Whereas, The Commissioner of the Department of Street Cleaning, in a communication to the Board of Estimate and Apportionment dated February 16, 1904, has made requisition for the issue of bonds to the amount of three hundred and sixty-four thousand three hundred and thirty-eight dollars ($364,338), to provide for the construction of a stable on the block bounded by Flushing avenue, Graham street, Kent avenue and Little Nassau street, Borough of Brooklyn, as provided by section 546 of the Greater New York Charter; therefore be it

"'Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of three hundred and sixty-four thousand three hundred and thirty-eight dollars ($364,338), the proceeds whereof to be expended for the purposes aforesaid,'

"—be further amended to make amount read 'three hundred and fifty-eight thousand dollars ($358,000), for acquisition of site and construction of a stable, Borough of Brooklyn,'"

—be further *amended* by making the amount authorized *three hundred and fifty-nine thousand three hundred and thirty-eight dollars* ($359,338).

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on December 24, 1913, and approved by the Board of Aldermen on January 27, 1914, which reads as follows:

"Resolved, That the resolution adopted by the Board of Estimate and Apportionment on July 1, 1910, and concurred in by the Board of Aldermen on July 5, 1910, as follows:

"'Resolved, That, pursuant to the provisions of section 178 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of one million eight hundred and two thousand four hundred and ninety-five dollars and thirty-three cents ($1,802,495.33), to provide means for the improvement of the water supply system of the Borough of Brooklyn, as set forth in said section 178 of the Charter (in addition to the amount heretofore authorized for this purpose), as follows:

"'Land for additional pipe conduits and works to develop the underground supply $1,000,000 00

Infiltration galleries or other system of collecting water from Spring Creek to Bellmore (estimated cost for one year's work)	300,000 00
New high pressure pumping station for the Massapequa gallery	25,000 00
Extension of distribution for small mains	250,000 00
New trunk mains for 7th, 23d, 25th and 26th Wards	150,000 00
Tower service pumping engine, Mount Prospect Pumping Station	17,495 33
Coal weighing scales	30,000 00
Additional hydrants	30,000 00
	$1,802,495 33

"'—and that, when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding one million eight hundred and two thousand four hundred and ninety-five dollars and thirty-three cents ($1,802,495.33), the proceeds whereof to be applied to the purposes aforesaid.'

"—be amended to make the total amount authorized one million six hundred and nineteen thousand nine hundred and ninety-five dollars and thirty-three cents ($1,619,995.33), and the specific amount for "Infiltration galleries or other system for collecting water from Spring Creek to Bellmore," one hundred and seventeen thousand five hundred dollars ($117,500).

—be further *amended* to make the total amount authorized *one million five hundred and forty-seven thousand six hundred dollars* ($1,547,600), *and that the specific amounts for the following items be as follows:*

New high pressure pumping station for the Massapequa gallery	$3,500 00
New trunk mains for the 7th, 23d, 25th and 26th Wards	99,000 00
Tower service pumping engine, Mount Prospect Pumping Station	17,600 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Health—Establishment of Positions of Directors of Bureaus of Infectious Diseases, Child Hygiene, Hospitals, Food Inspection and Public Health Education (Cal. No. 38).

(On February 20, 1914, the request for the establishment of the above positions was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Department of Health, dated February 18, 1914, requesting the establishment of the positions as above set forth and the following report of the Committee on Salaries and Grades, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 20, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 18, 1914, the Board of Health requested establishment in the Department of Health of the grades of positions of Director of Bureau of Infectious Diseases, at $5,000 per annum; of Director of Bureau of Child Hygiene, at $5,000 per annum; of Director of Bureau of Hospitals, at $5,000 per annum; of Director of Bureau of Food Inspection at $5,000 per annum, and of Director of Bureau of Public Health Education, at $5,000 per annum, each to be for one incumbent only. In connection therewith we report as follows:

The Bureau of Infectious Diseases has charge of the registration, sanitary supervision, inspection and isolation of all communicable, contagious and infectious diseases, and diagnostic examinations in laboratory of the various diseases. It also has charge of all the tuberculosis clinics and day camps, including the "at home" supervision of every case of tuberculosis reported in Greater New York, save those under the care of private physicians. The employees in this bureau number 607.

The work of the Bureau of Child Hygiene consists of:

1. Reduction of infant mortality: District work; infants' milk stations (55); pre-natal work.
2. Control and supervision of midwives.
3. Supervision of foundling babies boarded out in homes.
4. Inspection of day nurseries.
5. Inspection of institutions harboring dependent children and physical examination of the children.
6. Medical inspection and examination of school children; maintenance of ten children's clinics, eye, nose, throat and dental.
7. Vaccination in the schools or in the borough offices.
8. Issuance of employment certificates.

There are 650 employees attached to the bureau, and in addition 55 Nurses employed for five months only.

The Bureau of Hospitals embraces Willard Parker and Reception Hospital, Kingston Avenue, Riverside and the Tuberculosis Sanatorium at Otisville, to which will be added the contagious hospitals in Queens and The Bronx when they are built. The first two are exclusively for the care of patients suffering with contagious diseases. At Riverside about 80 per cent. of the patients are tubercular, the rest contagious, and the sanatorium is entirely tubercular. The employees at the various hospitals, including the temporary force, number 1,285, and there is accommodation for 3,017 patients.

The Bureau of Food Inspection is charged with:

1. The inspection of all raw and manufactured foods, search for adulterations, and enforcement of all food regulations.
2. Safeguarding the quality of milk consumed in the City, proper labeling as to grade, inspection of receptacles, sanitary conditions of receiving stations, stores, restaurants, etc.
3. Inspection in the country of sanitary conditions of dairies and creameries, and examination by veterinaries of the herds, producing the milk for City consumption.
4. Inspection of methods used in the proper pasteurizing of milk in both city and country plants.
5. The structural as well as sanitary conditions of all places where food stuffs are stored, handled or offered for sale.

The Bureau has 153 employees.

The present heads of these bureaus are:

Dr. Billings, Medical Inspector, at $3,000.
Dr. Baker, Medical Inspector, at $3,000.
Dr. Wilson, Superintendent of Hospitals, at $3,000.
Dr. MacMillan, Assistant Sanitary Superintendent, at $3,500.

On account of the professional and technical knowledge required to fill these positions satisfactorily, and owing to the insufficiency of the salary, the Board of Health has not required full time from the heads of these bureaus, but has left them free to devote part time to private practice. The field covered, however, has increased to such an extent that it is considered for the best interests of the Department and of the City that full time should be required of those in charge. To obtain this, it will be necessary to offer a remuneration sufficient to offset, to some measure, the loss of private practice, as no physician with the professional knowledge, ability and experience requisite to handle the vared activities of these bureaus would give up his practice for the present salary.

The Bureau of Public Health Education plans through department publications, lectures and exhibits and with the aid of newspapers, the schools and family physicians, to equip the public with a health education, so that by the exercise of proper precautions, the spread of contagious and infectious diseases may be lessened. It is further intended to provide the public with general health information sufficient to obtain greater co-operation with the Department of Health, thereby securing better sanitary conditions and more healthful surroundings both in the home and in public places, which will also result in the lessening of the great number of reinspections and prosecutions. At present, on account of ignorance, there is but little co-operation by the public with the Nurses, Doctors and Inspectors of the Department, in their fight against conditions, militating against the physical welfare of the public.

In inaugurating this campaign, it is planned to publish leaflets of instruction on individual topics of public health, in concise, simple form; health bulletins in simple terms, illustrated and designed to interest children, who will receive them through the schools. Press bulletins will be issued containing Health Department news, or relating to some public health topic of timely interest; concise articles of interest to physicians and social workers, dealing with matters of departmental activity, and those of interest to the general public dealing with matters relating to health; to mail the weekly and monthly bulletins of the Department to all City physicians,

School Principals and to others interested in public health work. The Bureau will also continue all the other publications of the Department.

For this educational campaign to achieve the best results, it is necessary for the Director to have not only a varied and efficient professional knowledge, but also pronounced editorial and executive ability.

The staff for the Bureau will consist of those at present engaged in publicity work together with such assistance from the various Bureaus of the Department as may be needed from time to time.

These five positions requesfed are to be in the classified service, and to be filled by open competitive examinations. The Department of Health will not require any additional funds for these positions, but will be able to provide for them out of their present appropriation.

We recommend the adoption of the attached resolution granting the request.

Respectfully,

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter hereby recommend to the Board of Aldermen the establishment in the Department of Health of the grades of positions, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Director of Bureau of Infectious Diseases	$5,000 00	1
Director of Bureau of Child Hygiene	5,000 00	1
Director of Bureau of Hospitals	5,000 00	1
Director of Bureau of Food Inspection	5,000 00	1
Director of Bureau of Public Health Education	5,000 00	1

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

President, Borough of Manhattan—Establishment of the Grade of Laboratory Assistant (Cal. No. 39).

The Secretary presented a report of the Committee on Salaries and Grades, recommending the establishment in the office of the President of the Borough of Manhattan of the grades of position of Laboratory Assistant at $750 per annum and $1,050 per annum for four incumbents, respectively.

(On March 6, 1914, the request of the President of the Borough of Manhattan for the establishment of the above grades of position was referred to said Committee.)

Which was referred back to Committee on Salaries and Grades.

Department of Correction—Establishment of the Grade of Position of Officer (Cal. No. 40).

(On January 30, 1914, the request of the Commissioner of Correction in this matter, was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Correction, dated January 22, 1914, requesting the establishment of the position of Officer in the Department of Correction, and the following report of the Committee on Salaries and Grades, recommending approval of said request with salary at the rate of $800 per annum:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 22, 1914, the Commissioner of Correction requested the establishment of the grade of positions of Officer at $800 per annum for six incumbents. In connection therewith we report as follows:

The Commissioner states that the purpose of the request is to secure employees having ability to give instruction in various lines of work at the new branch of the New York City Reformatory for Male Misdemeanants at New Hampton, New York. The duties differ from those of Keeper, and it is the intention of the Commissioner when vacancies occur to replace Keepers by Officers. They will be appointed at the minimum rate now received by Keepers.

We recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommend to the Board of Aldermen the establishment in the Department of Correction of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Officer	$800 00	6

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Education—Salaries of Janitors (Cal. No. 41).

(On December 31, 1913, the resolution of the Board of Education requesting the fixing of the salaries of Janitors was referred to the Committee on Salaries and Grades.)

The Secretary presented a resolution adopted by the Board of Education, December 23, 1913, requesting the fixing of the salaries of certain Janitors and the following report of the Committee on Salaries and Grades, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, January 6, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 23, 1913, the Board of Education requested the establishment of rates of compensation for Janitors of certain public schools, pursuant to the provisions of section 56 of the Greater New York Charter. In connection therewith we report as follows:

For Public Schools 92, Brooklyn; 98D, 98B and C, 106 and 111, Manhattan; 5 and 23, Queens, the rates requested have already been established, and no action is necessary on these items of the request. For 36, Queens; 140, Manhattan, and 145, Brooklyn, the rates requested are the existing rates, less rent allowance. For Public School 144, Manhattan, the rate is to be increased from $1,320 to $1,380 per annum on account of additional rooms being occupied, and for Public School 33, The Bronx, the rate is to be reduced from $3,852 to $3,648 per annum, because the use of one dynamo has been discontinued.

We recommend the adoption of the attached resolution establishing the rates requested, excepting those already established. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following was offered:

Whereas, By opinions of the Corporation Counsel as of June 28 and July 30, 1910, the Comptroller was advised that the payment of salaries of Janitors in the Department of Education was illegal unless such salary shall have been established under the provisions of section 56 of the Greater New York Charter; and

Whereas, The Special Committee on Janitorial Compensation and the Committee on School Inquiry, Board of Estimate and Apportionment, submitted a joint report on March 27, 1913, which contained detailed suggestions and recommendations for the reorganization of the janitorial force of the Board of Education; therefore, be it

Resolved, That, pursuant to the provisions of section 56 of the Charter, the Board of Estimate and Apportionment hereby recommends to the Board of Aldermen, pending action by the Board of Education on the aforesaid report, the compensation of Janitors in the Department of Education be fixed temporarily and until further modified in accordance with the following list:

Janitor, Public School 36, Queens, per annum, less $221	$744 00
Janitor, Public School 140, Manhattan, per annum, less $312	1,476 00
Janitor, Public School 145, Brooklyn, per annum, less $221	3,576 00
Janitor, 144, Manhattan, per annum	1,380 00
Janitor, 33, The Bronx	3,648 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Board of Coroners, Borough of Brooklyn—Establishment of the Grade of the Position of Replevin Clerk (Cal. No. 42).

(On March 13, 1914, the request of the Board of Coroners in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Board of Coroners, Borough of Brooklyn, dated February 28, 1914, requesting the establishment of the grade of position of Property and Replevin Clerk, and the following report of the Committee on Salaries and Grades recommending the denial thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 28, 1914, the Board of Coroners, Brooklyn, requested establishment in their office, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Property and Replevin Clerk at $2,000 per annum for one incumbent. In connection therewith we report as follows:

It is stated that the duties of the position are to take charge of all personal property of decedents leaving no known heirs.

For the last four years all these duties have been performed by the Chief Clerk of the office in addition to his other official duties. The Commissioners of Accounts, in a report dated December 8, 1913, certify that the Chief Clerk performed these duties satisfactorily. No allowance was made in the 1914 Budget for this position.

As the Chief Clerk is performing the duties satisfactorily the proposed grade does not seem to be necessary. We recommend that the request be denied. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Board of Coroners, Borough of Brooklyn, as set forth in a communication, dated February 28, 1914, for the establishment of the grade of position oi Property and Replevin Clerk, with compensation at the rate of two thousand dollars ($2,000) per annum for one (1) incumbent.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The Secretary was directed to transmit a copy of the report of the Committee on Salaries and Grades to the Board of Coroners, Borough of Brooklyn.

Department of Bridges—Retirement of Peter Matthews, Laborer (Cal. No. 43).

(On November 13, 1913, the request of the Commissioner of Bridges in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Bridges, dated March 10, 1914, recommending the retirement of Peter Matthews, Laborer, in the Department of Bridges, and the following report of the Committee on Salaries and Grades recommending said retirement:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 23, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On November 10, 1913, the Commissioner of Bridges recommended the retirement, pursuant to the provisions of section 165, 166 and 167 of the Greater New York Charter, of Peter Matthews, a Laborer in his Department. In connection therewith we report as follows:

Examination of the records shows that the applicant was appointed as a Laborer on January 2, 1872, by the Board of Trustees of the New York and Brooklyn Bridge. He resigned at the end of the month. He was re-employed on April 16, 1875, by that Board as a Laborer. From the latter date to July, 1883, he was engaged on the construction work of the Brooklyn Bridge. Since October, 1883, he has been continuously in the employ of that Board and its successor, the Department of Bridges.

Mr. Matthews is about 73 years of age. He was examined by the Medical Examiner of the Department of Finance on October 30, 1913, who states that he is unfit to perform the duties of his position. The detailed report is submitted herewith.

The average annual rate of compensation of Mr. Matthews during the three years ending February 28, 1914, was $913,33. His actual earnings during that time averaged $899.13 per annum.

We recommend the adoption of the attached resolution retiring Peter Matthews from active service and awarding and granting him an annuity of $456.66, equal to 50 per cent. of his average rate of compensation for the past three years. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended by chapter 669 of the Laws of 1911, and chapter 479 of the Laws of 1912, and upon the recommendation of the Comptroller and the President of the Board of Aldermen, hereby retires from active service Peter Matthews, a Laborer in the Department of Bridges, for the reason that he is physically incapacitated further to perform his duties as Laborer, and that the interests of the public service require such retirement and hereby awards and grants to said Peter Matthews an annual sum or annuity of four hundred and fifty-six dollars and sixty-six cents ($456.66), equal to fifty per cent. (50%) of his average annual compensation for three years immediately preceding the taking effect of this resolution; this resolution to take effect upon the first day of the month following its adoption, subject to the execution by the annuitant of a general release; and be it further

Resolved, That the Comptroller of The City of New York be and is hereby directed to pay said annuity to said Peter Matthews during his lifetime in equal monthly installments, and out of the receipts of excise moneys or liquor taxes belonging to The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Retirement of Michael Supple, Wireman (Cal. No. 44).

(On December 24, 1913, the communication from the Commissioner of Bridges in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Bridges, dated December 23, 1913, recommending the retirement of Michael Supple, a Wireman in the Department of Bridges, and the following report of the Committee on Salaries and Grades recommending said retirement:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 23, 1913, the Commissioner of Bridges recommended the retirement, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended, of Michael Supple, a Wireman, in his department.

The records in the Department show that Mr. Supple entered the service of the Board of Trustees of the New York and Brooklyn Bridge on June 18, 1877, as a Regulator. He was employed from that date to September 30, 1879, when he resigned. On October 19, 1884, he reentered the service as Inspector, and has been working for that Board and its successor, the Department of Bridges, ever since as Inspector and Wireman. He has been in the service an aggregate period of over thirty-one years.

The Medical Examiner of the Department of Finance examined Mr. Supple on December 20, 1913, and states that he is unfit for duty. The detailed report is submitted herewith.

The average annual rate of compensation of Mr. Supple during the three years ending February 28, 1914, was $1,476. His actual earnings during that time averaged $1,461 per annum.

We recommend the adoption of the attached resolution retiring Michael Supple from active service and awarding and granting him an annuity of $738, equal to 50 per cent. of his average annual rate of compensation for the past three years.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended by chapter 669 of the Laws of 1911 and chapter 479 of the Laws of 1912, and upon the recommendation of the Comptroller and the President of the Board of Aldermen, hereby retires from active service Michael Supple, a Wireman in the Department of Bridges, for the reason that he is physically incapacitated further to perform his duties as Wireman, and that the interests of the public service require such retirement, and hereby awards and grants to said Michael Supple an annual sum or annuity of seven hundred and thirty-eight dollars ($738), equal to 50 per cent. of his average annual compensation for three years immediately preceding the taking effect of this resolution; this resolution to take effect upon the first day of the month following its adoption; subject to the execution by the annuitant of a general release; and be it further

Resolved, That the Comptroller of The City of New York be and is hereby directed to pay said annuity to said Michael Supple during his lifetime in equal monthly installments and out of the receipts of excise moneys or liquor taxes belonging to The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Retirement of David J. Johnson, Bridge Tender (Cal. No. 45).

(On December 31, 1913, the request of the Commissioner of Bridges in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Bridges, dated December 29, 1913, transmitting application for retirement of David J. Johnson, a Bridge Tender in the Department of Bridges, dated December 13, 1913, and the following report of the Committee on Salaries and Grades recommending said retirement:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 24, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 29, 1913, the Commissioner of Bridges recommended the retirement, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended, of David J. Johnson, a Bridge Tender in his Department.

Examination of the records shows that the applicant was appointed by the Board of Trustees of the New York and Brooklyn Bridge on September 4, 1883, as Conductor. Later on he was made a Leverman; on December 11, 1885, he resigned. He re-entered the service on October 20, 1886, as a Conductor and resigned on May 31, 1888. On March 11, 1891, he was appointed by the Trustees of the New York and Brooklyn Bridge as a Car Cleaner, and has been continuously in the employ of that Board and its successor, the Department of Bridges, as Car Cleaner, Platform Man and Bridge Tender, his present title.

Mr. Johnson is an honorably discharged veteran of the War of the Rebellion. He is 66 years of age. The Medical Examiner of the Department of Finance examined Mr. Johnson on December 23, 1913, and states that he is unfit for any laborious work. The detailed report is submitted herewith.

The average annual rate of compensation of Mr. Johnson during the three years ending February 28, 1914, was $900. His actual earnings during that time were in the same amount.

We recommend the adoption of the attached resolution retiring David J. Johnson from active service and awarding and granting him an annuity of $450, equal to 50 per cent. of his average annual rate of compensation for the past three years. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended, by chapter 669 of the Laws of 1911 and chapter 479 of the Laws of 1912, and upon the recommendation of the Comptroller and the President of the Board of Aldermen, hereby retires from active service David J. Johnson, a Bridge Tender in the Department of Bridges, for the reason that he is physically incapacitated further to perform his duties as Bridge Tender, and that the interests of the public service require such retirement, and hereby awards and grants to said David J. Johnson an annual sum or annuity of four hundred and fifty dollars ($450), equal to 50 per cent. of his average annual compensation for three years immediately preceding the taking effect of this resolution; this resolution to take effect upon the first day of the month following its adoption, subject to the execution by the annuitant of a general release; and be it further

Resolved, That the Comptroller of The City of New York be and is hereby directed to pay said annuity to said David J. Johnson during his lifetime in equal monthly installments, and out of the receipts of excise moneys or liquor taxes belonging to The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Retirement of Bart J. Downs, Machinist's Helper (Cal. No. 46).

(On December 24, 1913, the request of the Commissioner of Bridges in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Bridges dated December 19, 1913, recommending the retirement of Bart J. Downs, a Machinist's Helper in the Department of Bridges, and the following report of the Committee on Salaries and Grades recommending said retirement:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 23, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 19, 1913, the Commissioner of Bridges recommended the retirement, pursuant to the provisions of section 165, 166 and 167 of the Greater New York Charter, as amended, of Bart J. Downs, a Machinist's Helper in his Department. In connection therewith we report as follows:

Examination of the records shows that the applicant was appointed by the Board of Trustees of the New York and Brooklyn Bridge on March 20, 1884, as a Car Cleaner. From that date to July 7, 1898, he was continuously in the employ of that Board and its successor, the Department of Bridges, as Car Cleaner and Helper. He re-entered the service on August 3, 1900, and has been continuously in the employ of the Department of Bridges as Machinist's Helper since. He has been in the employ of the City an aggregate period of over twenty-seven years.

Mr. Downs is an honorably discharged veteran of the War of the Rebellion. He is sixty-nine years of age and has been examined by the Medical Examiner of the Department of Finance on December 16, 1913, who states that he is absolutely unfit for his duties. The detailed report is submitted herewith.

The average annual rate of compensation of Mr. Downs during the three years ending February 28, 1914, was $835. His actual earnings during that time averaged $772.50 per annum.

We recommend the adoption of the attached resolution retiring Bart J. Downs from active service and awarding and granting him an annuity of $417.50, equal to 50 per cent. of his average rate of compensation for the past three years.

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended by chapter 669 of the Laws of 1911, and Chapter 479 of the Laws of 1912, and upon the recommendation of the Comptroller and the President of the Board of Aldermen, hereby retires from active service Bart J. Downs, a Machinist's Helper in the Department of Bridges, for the reason that he is physically incapacitated further to perform his duties as Machinist's Helper, and that the interests of the public service require such retirement, and hereby awards and grants to said Bart J. Downs an annual sum or annuity of four hundred and seventeen dollars and fifty cents ($417.50), equal to 50 per cent. of his average annual compensation for three years immediately preceding the taking effect of this resolution; this resolution to take effect upon the first day of the month following its adoption, subject to the execution by the annuitant of a general release; and be it further

Resolved, That the Comptroller of The City of New York be and is hereby directed to pay said annuity to said Bart J. Downs during his lifetime in equal monthly installments, and out of the receipts of excise moneys or liquor taxes belonging to The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens men and the Presidents of the Boroughs of Manhattan, Brooklyn, Queens and Richmond—15.

Present and Not Voting—The President of the Borough of The Bronx—1.

Department of Bridges—Retirement of James Dillon, Bridge Tender (Cal. No. 47).

(On January 9, 1914, the request of the Commissioner of Bridges in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication from the Commissioner of Bridges, dated December 31, 1913, transmitting application for retirement of James Dillon, a Bridge Tender in the Department of Bridges, dated December 23, 1913, and the following report of the Committee on Salaries and Grades recommending said retirement:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 24, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 31, 1913, the Commissioner of Bridges recommended the retirement, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended, of James Dillon, employed as a Bridge Tender in his department. In connection therewith we report as follows:

Examination of the records shows that the applicant entered the service of the Board of Trustees of the New York and Brooklyn Bridge as painter on July 27, 1892. He has been continuously employed by that Board and its successor, the Department of Bridges, as Painter, Stoveman, Car Cleaner, Helper, Lineman, Inspector and Bridge Tender, his present title.

Mr. Dillon is an honorably discharged veteran of the War of the Rebellion. He states that he is about 68 or 69 years of age. The Medical Examiner of the Department of Finance examined Mr. Dillon on December 30, 1913, and states that he is physically unfit for any kind of laborious work. The detailed report is submitted herewith.

The average annual rate of compensation of Mr. Dillon during the three years ending February 28, 1914, was $900. His actual earnings during that time were in the same amount.

We recommend the adoption of the attached resolution retiring James Dillon from active service and awarding and granting him an annuity of $450, equal to 50 per cent. of his average annual rate of compensation for the past three years.

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended by chapter 669 of the Laws of 1911, and chapter 479 of the Laws of 1912, and upon the recommendation of the Comptroller and the President of the Board of Aldermen, hereby retires from active service James Dillon, a Bridge Tender in the Department of Bridges, for the reason that he is physically incapacitated further to perform his duties as Bridge Tender, and that the interests of the public service require such retirement, and hereby awards and grants to James Dillon an annual sum or annuity of four hundred and fifty dollars ($450), equal to fifty per cent. of his average annual compensation for three years immediately preceding the taking effect of this resolution; this resolution to take effect upon the first day of the month following its adoption, subject to the execution by the annuitant of a general release. and be it further

Resolved, That the Comptroller of the City of New York be and is hereby directed to pay said annuity to James Dillon during his lifetime in equal monthly installments, and out of the receipts of excise moneys or liquor taxes belonging to The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Retirement of Benjamin F. Strawbridge, Riveter (Cal. No. 48).

The Secretary presented a report of the Committee on Salaries and Grades, referring to the communication from the Commissioner of Bridges, dated November 27, 1912, requesting the establishment of a weekly salary for Benjamin F. Strawbridge, a Riveter in said Department, who was injured in the performance of his duty, and recommending that said communication be returned for further consideration in view of the lapse of time since the above application was filed.

(On December 5, 1912, said communication was referred to the above Committee.)

Which was ordered filed and the Secretary directed to return the communication, together with a copy of the Committee's report, to the Commissioner of Bridges.

Court of Special Sessions, Children's Court and Domestic Relations Court, Borough of Brooklyn—Appointment of a Lithuanian Interpreter (Cal. No. 49).

(On January 30, 1914, a petition for the appointment of an Interpreter in the Lithuanian language in the above courts in the Borough of Brooklyn, was referred to the Committee on Salaries and Grades.)

The Secretary presented a petition signed by a number of citizens residing in Brooklyn, requesting the appointment of Lithuanian Interpreter in the aforesaid Courts of the Borough of Brooklyn, and the following report of the Committee on Salaries and Grades recommending the disapproval of said request:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 29, 1914, a number of citizens residing in the Borough of Brooklyn petitioned for the appointment of an Interpreter of the Lithuanian language for the Court of Special Sessions, the Children's Court and the Domestic Relations Court in that Borough. In connection therewith we report as follows:

The Budget appropriations for the Court of Special Sessions and the Children's Court for 1913 for all Boroughs included $2,000 for the services of special Interpreters. Of this sum only $42 was required and expended for the services of Interpreters of the Lithuanian language. From January 1 to March 20, 1914, inclusive, the expenditure for the same purpose amounted to $12.

The Domestic Relations Court in Brooklyn is a part of the City Magistrates' Courts, Second Division. There is an Interpreter of the Lithuanian language attached to the Fifth District, Magistrates' Court, who is stated to be an expert Interpreter of that language. He is always assigned to the Domestic Relations Court when his services are needed there.

The Chief Clerk of the City Magistrates' Courts, Second Division, states that through a recent reassignment of Interpreters, the regular Lithuanian Interpreter employed in the Courts will be able to devote most of his time to the Domestic Relations Court.

There does not seem to be at present any need for the employment of an Interpreter of the Lithuanian language to be specially assigned to the Court of Special Session, Children's Court and Domestic Relations Court, Borough of Brooklyn.

We recommend that the petition be denied and the communication relative thereto placed on file.

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the petition signed by John T. Walsh and 83 other citizens residing in the Borough of Brooklyn for the appointment of an Interpreter of the Lithuanian language for the Court of Special Sessions, the Children's Court and the Domestic Relations Courts, in the Borough of Brooklyn.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The Secretary was directed to transmit a copy of the Committee's report to the petitioners.

President, Borough of Brooklyn—Retirement of Peter Brennan, Foreman of Laborers (Cal No. 50).

The Secretary presented a report of the Committee on Salaries and Grades returning for filing communication from the President of the Borough of Brooklyn, requesting the retirement of Peter Brennan, a Foreman of Laborers in the Bureau of Highways, Borough of Brooklyn, as this request has been withdrawn by the President of the Borough of Brooklyn, an examination of the records disclosing the fact that said employee has not been in the City's service the requisite number of years to entitle him to retirement.

(On July 31, 1913, the above request was referred to said Committee, as was also on March 20, 1914, a communication from the President of the Borough of Brooklyn, withdrawing same.)

Which was ordered on file.

Bridge Department; United Spanish War Veterans—Temporary Employment for Veterans of Civil and Spanish Wars and Assignment of Space in Municipal Building for Sheltering Said Veterans (Cal. No. 51).

The Secretary presented a report of the Committee on Salaries and Grades, referring to a communication from Francis J. Lowe, Secretary of the Memorial Executive Committee, United States Spanish War Veterans (Roosevelt Camp No. 10), dated January 8, 1914, recommending that the various City departments give temporary employment to the unemployed veterans of the Civil and Spanish-American wars and also to permit the use of two floors of the Municipal Building for lodging homeless veterans, and recommending that this request be placed on file, as, owing to the questions involved, immediate investigation and report could not be made, and it now appears that there is no necessity for further considering this matter.

(On January 9, 1914, said communication was referred to the above Committee and to the Commissioners of the Sinking Fund.)

Which was ordered filed, and the Secretary directed to notify Mr. Lowe.

Chief City Magistrate, First Division—Issue of Corporate Stock (Cal. No. 52).

The Secretary presented a report of the Comptroller, returning communication from the Chief City Magistrate, First Division, dated December 4, 1912, requesting the issue of $475,000 corporate stock for the construction of a court house for the Women's Day and Night Courts, as this request has been withdrawn in view of the request for funds by the Department of Correction for the same purpose.

(On December 5, 1912, the above matter was referred to the Committee on Corporate Stock Budget.)

Which was ordered filed.

Court of Special Sessions; City Court; City Magistrates' Courts, First and Second Divisions—Establishment of Grades of Positions (Cal. No. 53).

(At various meetings the requests from the several departments were referred to the Committee on Salaries and Grades.)

The Secretary presented the following report of the Comptroller, returning for filing, requests for the establishment of grades of positions, which were disposed of in the 1914 Budget, which was ordered filed, printed in the minutes and the Secretary directed to notify the Departments affected:

City of New York, Department of Finance, March 27, 1914.

Mr. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment:*

Sir—I return herewith for filing the following requests from Departments which were disposed of in the 1914 Budget:

Court of Special Sessions—Establishment of grades of positions of three Medical Examiners at $4,000 per annum and 1 Stenographer at $1,200 per annum.

City Court—Establishment of additional grades to permit of the appointment of three Attendants at $1,500 per annum and three Assistant Clerks at $1,200 per annum.

City Magistrates' Courts, First Division—Establishment of grade of position of Chief Clerk at $7,000 per annum.

City Magistrates' Courts, Second Division—Establishment of grade of position of Chief Clerk at $7,000 per annum.

Yours truly, WM. A. PRENDERGAST, Comptroller.

President, Borough of Brooklyn—Repaving Rush Street from Kent Avenue to Division Avenue and Greenpoint Avenue from Franklin Street to the Ferry (Cal. No. 54).

The Secretary presented a report of the Comptroller, recommending that the request of the President of the Borough of Brooklyn, for authority to repave Rush street, from Kent avenue to Division avenue, and Greenpoint avenue, from Franklin street to the Ferry, be returned to the President of the Borough of Brooklyn, as no evidence of an original assessment was submitted with this request.

(On April 10, 1913, the above communication was referred to the Comptroller.)

Which was ordered filed, and the Secretary directed to return the communication to the President of the Borough of Brooklyn.

President, Borough of Manhattan—Approval of Contract, Specifications, Etc. (Cal. No. 55).

The Secretary presented a report of the Comptroller, recommending that the request of the President of the Borough of Manhattan, dated December 30, 1912, for approval of the plans, specifications and estimate of cost ($38,000) for the construction and equipment of a coal storage plant in corporation yard to-be located under the Manhattan Bridge at Pike slip, Water and South streets, be returned to the Borough President for further consideration.

Which was ordered filed, and the Secretary directed to return to the President, Borough of Manhattan, the plans, etc., above referred to.

Department of Public Charities—Approval of Contract, Specifications, Etc. (Cal. No. 56).

The Secretary presented a report of the Comptroller, recommending that the request of the Commissioner of Public Charities, dated November 13, 1913, for approval of the form of contract, plans, specifications and estimate of cost for the installation of two electric elevators and incidental work at the City Hospital Building, Blackwells Island, be returned to the Commissioner of Public Charities for reconsideration.

Which was ordered filed, and the Secretary directed to return to the Commissioner of Public Charities the contract referred to.

Kings County Volunteer Firemen's Association—Appropriation for Celebration of Washington's Birthday (Cal. No. 57).

The Secretary presented a report of the Comptroller returning for filing communication, dated June 5, 1913, from the Kings County Volunteer Firemen's Association, requesting an appropriation of $1,500 in the Budget for the year 1914, to celebrate Washington's Birthday in Brooklyn, as provision was made in the Budget for 1914 for this purpose.

(On June 12, 1913, the above communication was referred to the Budget Committee.)

Which was ordered filed, and the Secretary directed to notify the Kings County Volunteer Firemen's Association.

Fire Department; Police Department—Increase in Salary of Members of Uniformed Force (Cal. No. 58).

The Secretary presented a report of the Comptroller, returning for filing, communication from the editor of the Civil Service Chronicle and Police Chronicle, dated June 1, 1912, petitioning the Board to increase the salaries of the members of the uniformed forces of the Police and Fire Departments, as this matter was disposed of in the Budget for the year 1913.

(On June 13, 1912, the above communication was referred to the Budget Committee.)

Which was ordered filed, and the Secretary directed to notify the petitioner.

President, Borough of Richmond—Modification of Work Schedule, Bureau of Highways (Cal. No. 59).

The Secretary presented a report of the Comptroller, returning communication from the President of the Borough of Richmond, requesting the modification of the work schedule for the first quarter of the year 1914, for the Bureau of Highways, Borough of Richmond, which was referred to the Comptroller on March 6, 1914, and withdrawn on March 20, 1914 by the President of the Borough of Richmond.

Which was ordered filed, and the Secretary directed to return the communication to the President, Borough of Richmond.

Chief City Magistrate, First Division—Issue of Corporate Stock (Cal. No. 60).

The Secretary presented a report of the Comptroller, returning for filing, communication from the Chief City Magistrate, First Division, dated March 7, 1912, requesting the issue of $450,000 corporate stock for the acquisition of a site and the construction of a court house and prison on the upper west side, Borough of Manhattan, as this request has been verbally withdrawn.

(On March 14, 1912, the above communication was referred to the Committee on Corporate Stock Budget.)

Which was ordered filed.

Department of Correction—Designation of Farm at New Hampton, New York, as Branch of City Reformatory for Male Misdemeanants (Cal. No. 61).

The Secretary presented a report of the Comptroller, returning for filing communication from the Commissioner of Correction, dated February 11, 1914, requesting the Board to designate the farm at New Hampton, New York, as a branch of the New York City Reformatory for Male Misdemeanants, as the request has been formally withdrawn.

(On February 20, 1914, the above communication was referred to the Comptroller.)

Which was ordered filed.

Department of Bridges—Appropriation for Emergency Labor (Cal. No. 62).

(On March 13, 1914, the communication from the Commissioner of Bridges in this matter was referred to the Comptroller.)

The Secretary presented a communication from the Commissioner of Bridges, dated March 6, 1914, requesting an appropriation for the purpose of employing emergency labor, teams and trucks and horses and carts for the removal of snow from the bridges of that department for 1914, and the following report of the Comptroller, recommending the disapproval of said request:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 31, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 6, 1914, the Commissioner of Bridges requested funds to the amount of $5,000 for the purpose of employing emergency labor, teams and trucks and horses and carts for the removal of snow from the various bridges for the balance of the year. In connection therewith I report as follows:

The 1914 Budget allowed in account No. 2764, Wages, Temporary Employees, $8,990, for Laborers at $2 per day for snow removal. The Budget also provided in account No. 2779TC, Transportation, $28,828, for hire of horses and vehicles. Of this amount $3,500 was apportioned by the Department for snow removal. At the present time there is a balance in the Laborers' account of $96.37 and in the horse and vehicle account of $288.36, making a total available for snow removal of $384.73.

In addition to this amount, in case of necessity, the regular working force of the various bridges can be used, as was done in the storms of February and March for the removal of snow.

In view of this fact and also that the worst period of winter for this year has passed, I do not favor the establishment of a fund in the Department of Bridges for emergency snow removal at this time.

I, therefore, recommend that the request be denied.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Commissioner of Bridges, as set forth in a communication dated March 6, 1914, for an appropriation of five thousand dollars ($5,000) for employing emergency labor, teams and trucks and horses and carts for the removal of snow from the bridges for the balance of the year 1914.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The Secretary was directed to transmit a copy of the report of the Comptroller to the Commissioner of Bridges.

President, Borough of Queens—Modification of Schedule and Transfer of Appropriation (Cal. No. 63A).

The Secretary presented a communication from the President, Borough of Queens, dated March 17, 1914, requesting a transfer within appropriations made to his office, for 1914, and the following report of the Comptroller, recommending approval thereof, and modification of schedules:

City of New York, Department of Finance, Bureau of Musical Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 17, 1914, the President of the Borough of Queens requested transfer of $18.15 within appropriations to his office for the year 1913. In connection therewith I report as follows:

It is proposed to transfer $18.15 from Office Supplies, Care of Sewers and Sewage, No. 3161, Executive; $5.26 of this amount is to go to General Plant Supplies, Care of Sewers and Sewage, No. 3180, Disposal of Sewage, and $12.89 to Carfare, Care of Sewers and Sewage, No. 3254, Executive.

The transfer to account No. 3180 is to provide a sufficient reserve for open market orders and for the payment of supplies purchased by an employee of the Bureau of Sewers. Transfer of $4.54 instead of $5.26, as requested, will be sufficient. In account No. 3254, there is a balance of $110.40. Carfares of Engineers, Inspectors, etc., for the month of December, 1913, remain unpaid. The transfer of $12.89 is therefore requested in order to meet this debt.

A sufficient balance remains in account No. 3161 to permit of this debit transfer.

I recommend the adoption of the attached resolutions granting the request to the extent of $17.43. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the office of the President of the Borough of Queens for the year 1913, as follows:

	FROM	
	Office Supplies, Care of Sewers and Sewage.	
3161	Executive	$17 43
	TO	
	General Plant Supplies, Care of Sewers and Sewage.	
3180	Disposal of Sewage	$4 54
	Carfare, Care of Sewers and Sewage.	
3254	Executive	12 89
		$17 43

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the office of the President of the Borough of Queens, for the year 1913, as follows:

Office Supplies, Care of Sewers and Sewage.

3161	Executive	$145 07

General Plant Supplies, Care of Sewers and Sewage.

3180	Disposal of Sewage	1,285 04

Carfare, Care of Sewers and Sewage.

3254	Executive	1,732 89

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

President, Borough of Queens—Modification of Schedules and Transfers of Appropriations (Cal. No. 63B).

The Secretary presented a communication from the President, Borough of Queens, dated March 13, 1914, requesting a transfer within appropriations for 1914, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 13, 1914, the President of the Borough of Queens requested transfer in the sum of $224.61 within appropriations to his office for the year 1913. In connection therewith I report as follows:

The proposed transfer is as follows:

FROM

Motor Vehicle Supplies, Supervision of Building Construction and Alteration.

3175	Executive	$17 35

Highway Materials, Care of Highways.

3213	Roadways, Viaducts and Streets	43 01

General Repairs, Care of Highways.

3227	Roadways, Viaducts and Streets	110 58

Carfare, Supervision of Building Construction and Alteration.

3256	Executive	53 67
		$224 61

TO

Motor Vehicles and Equipment, Supervision of Building Construction and Alteration.

3196	Executive	$7 51

Motor Vehicle Repairs, Supervision of Building Construction and Alteration.

3270	Executive	52 85

Carfare, Supervision of Building Construction and Alteration.

3257	Inspection	164 25
		$224 61

The transfer to Account No. 3196 is requested in order to provide for the payment of bill of Elli Calkin's Garage, dated October 1, 1913, for two inner tubes; to No. 3270 for repairs to automobile during the months of November and December, and to No. 3257 for carfares of Inspectors for the month of December. Owing to the reduction in the amount of reserve for open market orders in Account No. 3196 it is necessary to transfer only $1.07 instead of $7.51 as requested.

I recommend the adoption of the attached resolutions granting the request to the extent of $218.17.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the office of the President of the Borough of Queens for the year 1913, as follows:

FROM

Motor Vehicle Supplies, Supervision of Building Construction and Alteration.

3175	Executive	$17 35

Highway Materials, Care of Highways.

3213	Roadways, Viaducts and Streets	36 57

General Repairs, Care of Highways.

3227	Roadways, Viaducts and Streets	110 58

Carfare, Supervision of Building Construction and Alteration.

3256	Executive	53 67
		$218 17

TO

Motor Vehicles and Equipment, Supervision of Building Construction and Alteration.

3196	Executive	$1 07

Motor Vehicle Repairs, Supervision of Building Construction and Alteration.

3270	Executive	52 85

Carfare, Supervision of Building Construction and Alteration.

3257	Inspection	164 25
		$218 17

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the office of the President of the Borough of Queens, for the year 1913, as follows:

Motor Vehicle Supplies, Supervision of Building Construction and Alteration.

3175	Executive		$184 65

Highway Materials, Care of Highways.

3213	Roadways, Viaducts and Streets		205,561 48

General Repairs, Care of Highways.

3227	Roadways, Viaducts and Streets		52,401 97
	Tax levy allowance	$32,401 97	
	Special revenue bond allowance	20,000 00	
	Total allowance	$52,401 97	

Carfare, Supervision of Building Construction and Alteration.

3256	Executive	96 33

Motor Vehicles and Equipment, Supervision of Building Construction and Alteration.

3196	Executive	1,846 07

Motor Vehicle Repairs, Supervision of Building Construction and Alteration.

3270	Executive	110 85

Carfare, Supervision of Building Construction and Alteration.

3257	Inspection	2,114 25

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

President, Borough of Brooklyn—Establishment of the Grade of Position of Messenger (Cal. No. 64).

The Secretary presented a report of the Comptroller, returning for filing communication from the President of the Borough of Brooklyn, requesting the establishment of the grade of position of Messenger at $2.50 per day for one incumbent, which was referred to the Committee on Salaries and Grades on March 13, 1914, and withdrawn by the Borough President on March 23, 1914.

Which was ordered filed.

Department of Parks, Borough of Queens—Issue of Corporate Stock (Cal. No. 65).

The Secretary presented a communication from the Commissioner of Parks, Borough of Queens, requesting the issue of $15,000 corporate stock for the construction and completion of five timber jetties on the beach at Telawana Park, Rockaway, Borough of Queens, also the issue of $3,300 corporate stock for engineering services in connection with said work.

The plans and specifications prepared by the Department of Parks at the request of the President of the Board of Trustees of Bellevue and Allied Hospitals are submitted with the above communication. The portion of the Park under construction is in front of the site of the new hospital buildings to be built in said park.

Which was referred to the Committee on Corporate Stock Budget.

Department of Water Supply, Gas and Electricity—Establishment of Position of Division Engineer (Cal. No. 66).

(On January 23, 1914, a communication from the Commissioner of Water Supply, Gas and Electricity requesting the rescission of resolution adopted by the Board December 4, 1913, recommending the establishment of the grade of the position of Division Engineer at $3,500 per annum was referred to the Mayor.)

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated March 6, 1914, requesting the rescission of a resolution adopted by the Board of Estimate and Apportionment December 4, 1913, recommending the establishment of the grade of position of Division Engineer at $3,500 per annum for one incumbent, and further requesting the rescission of the resolution adopted by said Board December 4, 1913, rescinding the resolution adopted July 31, 1913, which recommended the establishment of the position of Division Engineer at $4,000 per annum for one incumbent, and the following report of the Committee on Salaries and Offices, Board of Aldermen, relative thereto:

In the Board of Aldermen.

No. 117—Int. Nos. 81 and 82.

The Committee on Salaries and Offices, to which was referred on January 13, 1914 (Minutes, page 82), the annexed resolutions in favor of grading Division Engineers, Department of Water Supply, Gas and Electricity, respectfully

REPORTS:

That it has been informed that these grades are not now desired by the Department, and it therefore recommends that *the said resolutions be returned to the Board of Estimate and Apportionment.*

Resolved, That the following resolution, adopted by the Board of Estimate and Apportionment on July 31, 1913:

"Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Water Supply, Gas and Electricity of the grade of position, in addition to those heretofore established, as follows:

Title of Position.	Compensation Per Annum.	Number of Incumbents.
Division Engineer	$4,000 00	1"

—be and the same is hereby rescinded.

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Water Supply, Gas and Electricity of the grade of position, in addition to those heretofore established, as follows:

Title of Position.	Compensation Per Annum.	Number of Incumbents.
Division Engineer	$3,500 00	1

DANIEL R. COLEMAN, D. M. BEDELL, MICHAEL CARBERRY, EDWARD EICHHORN, HYMAN POUKER, ANTHONY J. McNALLY, FRANK DOSTAL, JR., JACOB WEIL, Committee on Salaries and Offices.

The President put the question whether the Board would agree to accept said report.

Which was decided in the affirmative.

Adopted by the Board of Aldermen March 24, 1914, a majority of all the members elected voting in favor thereof.

P. J. SCULLY, Clerk.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment December 4, 1913, which reads as follows:

"Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Water Supply, Gas and Electricity of the grade of position, in addition to those heretofore established, as follows:

Title of Position.	Compensation Per Annum.	Number of Incumbents.
Division Engineer	$3,500 00	1"

—be and the same is hereby *rescinded.*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment December 4, 1913, which reads as follows:

"Resolved, That the following resolution, adopted by the Board of Estimate and Apportionment, on July 31, 1913:

"'Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Water Supply, Gas and Electricity of the grade of position, in addition to those heretofore established, as follows:

Title of Position.	Compensation Per Annum.	Number of Incumbents.
Division Engineer	$4,000 00	1

"—be and the same is hereby rescinded."

—be and the same is hereby *rescinded.*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Fire Department—Issue of Special Revenue Bonds (Cal. No. 67).

The Secretary presented the following report of the Comptroller recommending that the resolution adopted July 3, 1914, providing for an authorization of $6,000 special revenue bonds, the proceeds whereof to be used for the purchase of hose by the Fire Department, be amended by changing the date "December 31, 1913," to read "December 31, 1914."

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 31, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 23, 1914, the Fire Commissioner requested that the time limit under which obligations may be incurred against an authorization of $66,100 special revenue bonds for the purchase of hose, be extended to December 31, 1914. In connection therewith I report as follows:

On April 15, 1913, the Board of Aldermen adopted and on July 3, 1913, the Board of Estimate and Apportionment concurred in a resolution authorizing the issue of $66,100 special revenue bonds, the proceeds to be used by the Fire Department for the purchase of fire hose. The resolution provided that "all obligations contracted for hereunder to be incurred on or before December 31, 1913." New specifications for hose were used in the request for bids which the Commissioner states made it impossible to do all that was desired within the restricted time. The condition of the account is as follows:

Credit.

Authorization		$66,100 00
Debit.		
Contract obligations	$39,074 00	
Open market orders	504 00	
Total debits		39,578 00
Amount of authorization not used		$26,522 00

I recommend the adoption of the attached resolution. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Aldermen, April 15, 1913, and concurred in by the Board of Estimate and Apportionment, July 3, 1913, which reads as follows:

"Resolved, That the resolution adopted by the Board of Aldermen on April 15, 1913, requesting an issue of special revenue bonds in the sum of sixty-six thousand one hundred dollars ($66,100), the proceeds whereof to be used by the Fire Department for the purpose of purchasing fire hose in the following amounts:

"For equipment of new companies	$59,100 00
For equipment of new fireboat	7,000 00
	$66,100 00

"—be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, all obligations contracted for hereunder to be incurred on or before December 31, 1913, and said fund to be available only upon approval of the form of contract or contracts, specifications and estimates of cost, by the Board of Estimate and Apportionment; and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding sixty-six thousand one hundred dollars ($66,100), redeemable from the tax levy of the year succeeding the year of their issue."

—be *amended* by changing the date *"December* 31, 1913," to read *"December* 31, 1914."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Issue of Corporate Stock (Cal. No. 68).

(On March 20, 1914, the request of the Commissioner of Bridges in this matter was referred to the Corporate Stock Budget Committee.)

The Secretary presented a communication from the Commissioner of Bridges dated March 11, 1914, requesting an issue of corporate stock for the payment of salaries and wages of the enginering construction force in the Department of Bridges, and for the payment of transportation expenses, and the following report of the Corporate Stock Budget Committee recommending an authorization of corporate stock pending an analysis of the requirements of the Department:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 31, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 11, 1914, the Commissioner of Bridges requested $147,351.50 corporate stock to provide funds for the payment of salaries and wages of the construction force of his Department and $280 for the hire of horses and vehicles with drivers. In connection therewith we report as follows:

On January 9, 1914, your Board authorized $84,000 corporate stock to replenish the fund entitled "C. D. B.—54, Department of Bridges, Salaries and Wages of Engineering Construction Force," out of which the salaries and wages of the construction forces are payable. Schedules governing these disbursements were approved by your Board in the 1914 Budget.

This fund is sufficient for the payrolls to April 15, 1914. Pending an analysis of the corporate stock requirements of this Department and the determination of the total amount necessary for the salaries and wages of the construction forces we recommend that an authorization of $50,000 be made at this time.

The adoption of the attached resolution will give effect to this recommendation.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifty thousand dollars ($50,000), to provide means for payment of Salaries and Wages, Engineering Construction Force of the Department of Bridges, and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof, to the amount of the par value of the stock, to be applied to the purposes aforesaid.

Provided, however, that no part of the proceeds of the corporate stock herein authorized shall be available until after the Board of Estimate has approved forms of contracts, plans, specifications and estimate of cost pertaining to the same, and that no part of such proceeds shall be used for the payment of fees of any architect, engineer or expert until after a contract with such architect, engineer or expert has been approved by the Board of Estimate and Apportionment, and that no part of the proceeds of corporate stock herein authorized shall be used for payment of any salary or wage of departmental employees, except after approval by the Board of Estimate and Apportionment and in accordance with the schedules to be adopted by said Board.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Parks, Borough of Brooklyn—Issue of Corporate Stock (Cal. No. 69).

The Secretary presented a report of the Committee on Corporate Stock Budget recommending the issue of $7,000 corporate stock to provide means for the removal of piles and foundations of the "Old Iron Pier" and for the removal of other piers and jetties fronting on Seaside Park at Coney Island, Borough of Brooklyn, under the jurisdiction of the Department of Parks, and also recommending that the request for the issue of $13,000 corporate stock for the construction of a fence, hedge, walk, etc., be denied.

(On February 6, 1914, the request of the Commissioner of Parks for the appropriation of $20,000 for the above purposes was referred to said committee.)

Which was laid over for two weeks (April 17, 1914).

Presidents of the Several Boroughs—Data to Be Furnished Relative to Repaving Streets and Avenues (Cal. No. 70).

The Secretary presented the following report of the Corporate Stock Budget Committee, relative to certain data to be furnished in connection with repaving streets and avenues:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 30, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—At the time the Board of Estimate and Apportionment made a partial authorization of corporate stock for repaving in 1914 it was understood that the Borough Presidents would furnish data concerning each street proposed for repaving.

It has been the practice of the Board of Estimate and Apportionment to authorize $3,000,000 in corporate stock, under section 169 of the Charter, for the purpose of repaving in the various boroughs. This amount has been authorized and allotted among the five Boroughs without any investigation on the part of the Board charged with the authority to make the appropriation. The Board of Estimate and Apportionment should know before it authorizes any funds whether or not there is a necessity for the funds.

The Borough of Brooklyn has submitted data concerning the streets proposed for repaving, and has given all the essential facts except the cost of maintenance, the character of traffic over the streets and a statement of the disposition to be made of the granite block paving which was to be replaced. We suggest that information be furnished under seventeen headings.

1. Name of street to be repaved.
2. Points limiting area to be repaved.
3. Area to be repaved expressed in square yards.
4. Length of area to be repaved expressed in linear feet.
5. Width of area to be repaved expressed in linear feet.
6. Present type of pavement.
7. The date on which present pavement was laid (giving separate date for each section where existing pavement was laid at different times).
8. Type of proposed pavement.
9. Record of original improvement (giving dates by which records may be traced).
10. Sewer conditions in street.
11. Work to be done by Water Department in street.
12. Total estimated cost for area to be repaved.
13. Cost per square yard for maintenance of area to be repaved in the year 1913, where available, and where figures are available, for the last five years.
14. The character of traffic, so far as can be shown from records of traffic observation or other data.
15. Railroad conditions.
16. Statement showing what is to be done with old pavement.
17. Remarks.

We believe the Board of Estimate and Apportionment should have such data to guide it in making appropriations.

We recommend the adoption of the attached resolution requesting the Borough Presidents to furnish information in accordance with these headings.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That the Presidents of the various Boroughs be requested to furnish to the Board of Estimate and Apportionment, as soon as possible, the list of streets to be paved out of the repaving fund in 1914, with the following data for each street:

1. Name of street to be repaved.
2. Points limiting area to be repaved.
3. Area to be repaved expressed in square yards.
4. Length of area to be repaved expressed in linear feet.
5. Width of area to be repaved expressed in linear feet.
6. Present type of pavement.
7. The date on which present pavement was laid (giving separate date for each section where existing pavement was laid at different times).
8. Type of proposed pavement.
9. Record of original improvement (giving dates by which records may be traced).
10. Sewer conditions in street.
11. Work to be done by Water Department in street.
12. Total estimated cost for area to be repaved.
13. Cost per square yard for maintenance of area to be repaved in the year 1913, where available, and where figures are available, for the last five years.
14. The character of traffic, so far as can be shown from records of traffic observation or other data.
15. Railroad conditions.
16. Statement showing what is to be done with old pavement.
17. Remarks.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Rescission of Issues of Corporate Stock (Cal. No. 71).

(On December 11, 1913, the request of the Department of Bridges in this matter was referred to the Committee on Corporate Stock Budget and on February 6, 1914, the Committee on Corporate Stock Budget reported thereon and the matter was referred to the Committee on Transit for the purpose of determining if the work of the equipment of the easterly track of the Manhattan Bridge should be charged against operating contracts for new subways.)

The Secretary presented a communication from the Commissioner of Bridges, dated December 5, 1913, requesting the rescission of resolutions adopted July 17, 1911, authorizing the issue of $27,000 corporate stock to provide means for a new promenade floor, sidewalks, and electric power conduits on the New York and Brooklyn Bridge and the authorization of $9,000 corporate stock for the purpose of equipping two tracks on the upper easterly deck of the Manhattan Bridge, and the following report of the Corporate Stock Budget Committee recommending the rescission of the first mentioned resolution, no action being necessary on the second:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, April 2, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 5, 1913, the Commissioner of Bridges requested rescindment of a resolution adopted by your Board authorizing $27,000 for certain improvements on the Brooklyn Bridge, consisting of a new promenade floor, sidewalks and electric power conduits; and the reauthorization of the same amount for the purpose of equipping two tracks on the upper easterly deck of the Manhattan Bridge and for completing the construction painting of that bridge. The authorization has since been orally reduced to $9,000, as the construction painting is now being charged to another account. In connection therewith we report as follows:

On the recommendation of the Corporate Stock Budget Committee the communication from the Commissioner was referred by your Board on February 6, 1914, to the Transit Committee for its determination as to whether any portion of this cost should be charged against the appropriation made by the City for the purpose of carrying out the terms of the subway contract. The Transit Committee has since determined that the amount in question is not a proper charge against the rapid transit construction account, but should be properly paid by the Bridge Department.

The purpose of the authorization is to permit the equipping of two tracks on the upper easterly deck of the Manhattan Bridge, which are to be used by the surface railway cars now crossing the bridge on the westerly tracks of the lower deck. The tracks on the lower deck will be needed by the subway trains, which are to cross the bridge and run into the Fourth Avenue Subway in Brooklyn. In order to prepare the bridge for the operation of this line, it is necessary that the work proposed in the contract be commenced without delay. The proposed contract, it is requested, will be chargeable to the bond fund account of the Department of Bridges, known as C. D. B.—5, Bridge over the East River between the Boroughs of Manhattan and Brooklyn.

The balance in this fund, as at March 26, 1914, was $154,482.97. The lowest bid received for the work in question is $159,462. The authorization is therefore necessary to provide funds for the awarding of the contract, and to meet contingency charges that are properly chargeable to this account.

On July 17, 1911, your Board authorized an issue of $27,000 corporate stock for certain improvements on the Brooklyn Bridge, consisting of a new promenade floor, sidewalks and electric power conduits. A contract for the new promenade floor

chargeable to this fund was disapproved by your Board on March 13, 1913, for the reason that your Board held that such improvement should be paid for from maintenance funds. The sidewalk work would doubtless be held as chargeable to the same funds. The work on the electric power conduits may, we believe, be delayed for the present.

As sufficient funds have been provided in account C. D. B.—5 in another way, it will be unnecessary at this time to authorize the $9,000 corporate stock requested. We, however, recommend the adoption of the attached resolution rescinding the authorization of $27,000 as suggested by the Commissioner of Bridges.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx, Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, subject to the concurrence herewith of the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and concurred in by the Board of Aldermen on July 25, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding twenty-seven thousand dollars ($27,000) to provide means for required improvements in connection with the New York and Brooklyn Bridge, namely, new promenade floor, sidewalks and electric power conduits, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be and the same is hereby *rescinded*.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

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The Secretary was directed to transmit a copy of the report of the Committee on Corporate Stock Budget to the Bridge Commissioner.

William H. Stewart—Claim of (Cal. No. 72).

The Secretary presented the following certificate of the Comptroller certifying the claim of William H. Stewart for 1,000 feet of sewer rods, furnished and delivered to the Bureau of Sewers, Borough of Queens, on or about March 14, 1908:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 27, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that a claim has been presented by William H. Stewart for the sum of $175, which is alleged to be due for 1,000 feet of sewer rods, furnished and delivered to the Bureau of Sewers, Borough of Queens, on or about March 14, 1908; that the said rods were furnished in good faith and were used by the said Bureau; that no action has been instituted on this claim; that the said rods were ordered verbally and no written requisition, order or certificate of necessity was ever issued therefor; that this claim is therefore illegal and invalid against The City of New York, but notwithstanding, in my judgment, it is equitable and proper for the City to pay said claim, inasmuch as it has received a benefit and derived an advantage which, in money value, is equal to the sum of $138.80, which should be paid in full satisfaction thereof out of the account entitled "Revenue Bond Fund for Claims, Miscellaneous, Code R. C. L.—11B."

Respectfully, ALEX. BROUGH, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby determines that The City of New York has received a benefit from, and is justly and equitably obligated to pay to William H. Stewart, without interest, the sum of one hundred and thirty-eight dollars and eighty cents ($138.80) for 1,000 feet of sewer rods furnished and delivered to the Bureau of Sewers, Borough of Queens, on or about March 14, 1908; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of said William H. Stewart for the said rods; that the interests of the City will be best subserved by the payment thereof, and that said sum shall be paid only upon the execution by claimant of a full release in favor of the City in such form as may be approved by the Corporation Counsel; and the Comptroller is hereby authorized to pay said claim in the sum of one hundred and thirty-eight dollars and eighty cents ($138.80) from the account entitled "Revenue Bond Fund for Claims, Miscellaneous, Code R. C. L.—11B."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Bridges—Issue of Corporate Stock (Cal. No. 73).

The Secretary presented a communication from the Commissioner of Bridges, dated March 31, 1914, requesting the issue of $32,000 corporate stock to provide means for installing drip pans and drains under the Brooklyn approach of the Williamsburg Bridge, between Berry street and Beford avenue, which property is maintained by the Department of Parks, Borough of Brooklyn, as a playground for children.

Which was referred to the Committee on Corporate Stock Budget.

Department of Street Cleaning—Issue of Special Revenue Bonds (Cal. No. 74).

The Secretary presented a communication from the Commissioner of Street Cleaning, requesting the issue of $1,206,940 special revenue bonds pursuant to section 546 of the Charter, for the restoration of amounts temporarily transferred from various accounts within the appropriation for said department for the year 1914, drawn upon to meet the expenses of snow and ice removal.

Which was referred to the Comptroller.

Department of Parks, Boroughs of Manhattan and Richmond—Modification of Schedule (Cal. No. 75).

The Secretary presented a communication from the Mayor's Office, requesting that an application of the Commissioner of Parks, Boroughs of Manhattan and Richmond, for the modification of Salary Schedule No. 1110 for 1914, by changing the title and salary of Examiner at $4,000 per annum to Chief Clerk at $3,500 per annum, and changing the total of said schedule from $54,490 to $53,990, be placed on the Calendar for this meeting.

Which was laid over.

Department of Docks and Ferries—Compensation of Three Assistant Engineers (Cal. No. 76).

The Secretary presented a communication from the Commissioner of Docks, and the First Deputy Commissioner of Docks, recommending increases in salaries of three Assistant Engineers in said Department, two from $4,000 to $5,000 each and one from $2,700 to $4,000 per annum.

Which was referred to the Committee on Salaries and Grades.

President, Borough of Richmond—Modification of Schedules and Transfer of Appropriation (Cal. No. 77).

The Secretary presented a communication from the President, Borough of Richmond, dated March 31, 1914, requesting the modification of schedule and transfers of appropriation, for 1914, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, April 2, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 31, 1914, the President of the Borough of Richmond requested modification of three salary schedules and transfer of $1,875 within appropriations for the year 1914. In connection therewith I report as follows:

It is proposed to change the line "Assistant Engineer, 2 at $2,250" in account "Personal Service, Salaries Regular Employees, Engineering Construction, No. 756 T.C.S.," to read "Assistant Engineer, 1 at $2,250," and the line "Transitman and Computer, 2 at $1,650" in account "Topographical No. 758T.S.," to read "Transitman and Computer, 1 at $1,650."

Of the $2,250 released in No. 756, it is proposed to transfer $1,500 to Administration, Executive, No. 750, the remainder, $750, is carried as balance unassigned. It is also proposed to transfer $1,000 of the $1,650 released in No. 758 to the same account, the remainder, $650, to be scheduled as balance unassigned.

In account No. 750 it is proposed to add the line Confidential Inspector at $2,500, the money being obtained by the foregoing transfers. On March 20 your Board adopted a resolution recommending to the Board of Aldermen the establishment of this position and on March 31 the Board of Aldermen concurred.

I recommend the adoption of the attached resolutions granting the request and authorizing the necessary transfer of funds to become effective when the ordinance of the Board of Aldermen is approved by the Mayor or becomes effective by lapse of time. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the office of the President of the Borough of Richmond for the year 1914, as follows:

FROM

Personal Service, Salaries Regular Employees, Engineering, Construction.

756TCS	Tax Levy, Corporate Stock and Special and Trust Fund Force..	$1,125 00

Topographical.

758TS	Tax Levy and Special and Trust Fund Force	750 00
		$1,875 00

TO

Administration.

750	Executive	$1,875 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules as revised for the office of the President of the Borough of Richmond, for the year 1914, to be effective as of April 1, 1914, as follows:

Administration, Executive.

750	Personal Service, Salaries Regular Employees—	
	President of the Borough	$5,000 00
	Consulting Engineer (Acting Commissioner of Public Works)....	8,000 00
	Assistant Commissioner of Public Works.....	3,600 00
	Executive Clerk	3,500 00
	Secretary of the Borough	2,500 00
	Secretary to the Commissioner of Public Works	2,100 00
	*Confidential Inspector	2,500 00
	Stenographer to the President	1,200 00
	Clerk.....	1,800 00
	Clerk	1,800 00
	Clerk, 2 at $1,500	3,000 00
	Clerk.....	300 00
	Stenographer and Typewriter	1,500 00
	Messenger	1,200 00
	Messenger	720 00
	Telephone Operator	900 00
	Automobile Engineman	1,350 00
	Automobile Engineman	1,200 00
	Schedule total	$42,170 00

Enginering, Construction.

756TCS	Tax Levy, Corporate Stock and Special and Trust Fund Force—	
	Engineer	$5,000 00
	Assistant Engineer	3,000 00
	Assistant Engineer, 2 at $2,700	5,400 00
	Assistant Engineer, 2 at $2,400	4,800 00
	*Assistant Engineer	2,250 00
	Assistant Engineer, 3 at $2,000	6,000 00
	Assistant Engineer	1,800 00
	Assistant Engineer, 2 at $1,650	3,300 00
	Transitman, 2 at $1,800	3,600 00
	Transitman	1,650 00
	Transitman, 2 at $1,350	2,700 00
	Transitman and Computer, 2 at $1,650	3,300 00
	Rodman, 4 at $1,350	5,400 00
	Rodman, 2 at $1,200	2,400 00
	Rodman	900 00
	Axeman, 3 at $900	2,700 00
	Searcher	1,200 00
	Topographical Draftsman, 3 at $1,800	5,400 00
	Topographical Draftsman, 4 at $1,650	6,600 00
	Clerk.....	1,800 00
	Clerk.....	1,650 00
	Stenographer and Typewriter	1,650 00
	Typewriting Copyist	900 00
	Messenger	1,200 00
	Automobile Engineman	1,200 00
	Automobile Engineman	1,050 00
	Foreman	1,050 00
	Balance unassigned	750 00
	Schedule total	$78,650 00
	Tax levy allowance	$34,850 00
	Corporate stock allowance	32,799 20
	Special and trust fund allowance	11,000 00
	Total allowance	$78,650 00

Topographical.

758TS	Tax Levy and Special and Trust Fund Force—	
	Principal Assistant Engineer	$3,600 00
	Assistant Engineer	2,700 00
	Assistant Engineer, 4 at $2,250	9,000 00
	Assistant Engineer, 3 at $2,000	6,000 00
	Assistant Engineer, 2 at $1,800	3,600 00
	Assistant Enginer, 2 at $1,650	3,300 00
	Assistant Engineer	1,500 00
	Topographical Draftsman	2,000 00
	Topographical Draftsman, 2 at $1,800	3,600 00
	Topographical Draftsman	1,650 00
	Topographical Draftsman	1,500 00
	Topographical Draftsman	1,200 00
	Junior Topographical Draftsman	1,050 00
	Transitman and Computer	1,650 00
	Transitman and Computer, 2 at $1,350	2,700 00
	Rodman, 2 at $1,200	2,400 00
	Rodman	900 00
	Axeman, 9 at $900	8,100 00
	Stenographer and Typewriter	1,650 00

Clerk	1,350 00
Balance unassigned	650 00
Schedule total	$60,100 00
Tax levy allowance	$58,870 00
Special and trust fund allowance	1,230 00
Total allowance	$60,100 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

President, Board of Aldermen—Issue of Special Revenue Bonds (Cal. No. 78).

(On February 6, 1914, the resolution of the Board of Aldermen, in this matter, was referred to the Comptroller.)

The Secretary presented a resolution of the Board of Aldermen, adopted January 27, 1914, and approved by his Honor, the Mayor, February 3, 1914, requesting the issue of $7,950, Special Revenue Bonds, to provide for certain employees in the office of the President of said Board, and the following report of the Comptroller, recommending approval thereof and the modification of schedule:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, April 2, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 27, 1914, the Board of Aldermen adopted a resolution which was approved by the Mayor on February 3, 1914, requesting $5,970 in special revenue bonds to pay the salaries of the following employees in the office of the President of the Board of Aldermen during the year 1914 and at the rates herein stated:

Legislative Secretary	$3,000 00
Clerk	1,500 00
Stenographer	1,800 00
Clerk and Messenger	1,650 00
	$7,950 00

In connection therewith I report as follows:

The request involves a special revenue bond allowance of $5,970 to pay the salaries of incumbents of additional and recently established grades of positions in the office of the President of the Board of Aldermen. The amount actually required for the four new positions is $7,950, but $1,980 is saved by abolishing the position of Stenographer, at $1,500, and Clerk, at $480.

The President of the Board of Aldermen states that the establishment of the new grades of positions in his office were necessary to put the office on an efficient working basis, and that with the exception of the retention of the present Private Secretary, who has been transferred to the new position of Legislative Secretary, there will be no net addition in the office force.

Since January 1 the compensation of the incumbents of the four positions has been paid from special revenue bond account "R. C. L.—3," claims for back salaries. It is proposed to reimburse that account to the extent of $1,987.50 by transfer from the issue of special revenue bonds, pursuant to the provision of subdivision 8 of section 188 of the Greater New York Charter.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on January 27, 1914, and approved by the Mayor February 3, 1914, requesting an issue of special revenue bonds in the sum of five thousand nine hundred and seventy dollars ($5,970), the proceeds whereof to be used by the President of the Board of Aldermen, for the purpose of paying the salaries of the following employees during the year 1914:

Legislative Secretary	$3,000 00
Clerk	1,500 00
Stenographer	1,800 00
Clerk and Messenger	1,650 00

—be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding five thousand nine hundred and seventy dollars ($5,970), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Board of Aldermen and City Clerk, for the year 1914, to be effective as of January 1, 1914, as follows:

LEGISLATIVE—BOARD OF ALDERMEN AND CITY CLERK.

Personal Service.

		Tax Levy Allowance.	Revenue Bond Allowance. Special	Total Allowance.
2	Chief Examiner	$5,000 00	.....	$5,000 00
	Examiner	4,500 00	.....	4,500 00
	Examiner	3,500 00	.....	3,500 00
	Private Secretary	3,000 00	.....	3,000 00
	Legislative Secretary	.....	$3,000 00	3,000 00
	Stenographer	1,500 00	300 00	1,800 00
	Stenographer	1,500 00	.....	1,500 00
	Clerk and Messenger	480 00	1,170 00	1,650 00
	Clerk	.....	1,500 00	1,500 00
	Auctioneer's Process Server	1,200 00	.....	1,200 00
	Schedule Total			$26,650 00
	Tax Levy Allowance			$20,680 00
	Rate of Special Revenue Bond Allowance			5,970 00
	Total Allowance			$26,650 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Department of Finance—Permission to Destroy Certain Records (Cal. No 79).

The Secretary presented a report of the Comptroller accompanied by certificate of the Corporation Counsel, requesting authority to destroy certain books, papers and documents of the Department of Finance pursuant to the provisions of chapter 697, Laws of 1913.

Which was laid over two weeks (April 17, 1914), and the Secretary directed to notify the Commissioner of Records, New York County.

Fire Department—Modification of Schedules and Transfer of Appropriation (Cal. No. 80).

The Secretary presented a communication from the Fire Commissioner, dated March 20, 1914, requesting a modification of schedule for said department for 1914, and the following report of the Comptroller, recommending approval thereof and the transfer of appropriation:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, April 1, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 20, 1914, the Fire Commissioner requested modification of two salary schedules and transfer of $2,000 within appropriations to his Department for the year 1914. In connection therewith I report as follows:

The request is in Personal Service, Salaries Regular Employees. In No. 1650, Administration, it is proposed to add a line, Confidential Stenographer, 1 at $1,800. Provision for payment of this salary is made by dropping a vacant position of Inspector at $2,000 from No. 1653, Investigation. This leaves an unassigned balance of $200 in No. 1653. No reason is shown for transfer of the unassigned balance. The Commissioner desires that the money be made available as of April 1, 1914. This makes a cash transfer of $1,350 necessary. The line item changes are shown in the following table:

Code No.	Title.	Schedule Transfer. Decrease	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
1650	Confidential Stenographer, at $1,800	.....	$1,800 00	.....	$1,350 00
	Credit transfer	.....	$1,800 00	.....	$1,350 00
1653	Inspector	$2,000 00	.....	$1,500 00	.....
	Balance unassigned	.....	$200 00	.....	$150 00
		$2,000 00	$200 00	$1,500 00	$150 00
		200 00	.....	150 00	.....
	Debit transfer	$1,800 00	.....	$1,350 00	.....

I recommend adoption of the attached resolutions granting the request to the extent of $1,350 cash transfer and modification of the schedules leaving the unassigned balance in No. 1653. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Fire Department for the year 1914, as follows:

FROM

Personal Service, Salaries Regular Employees, Fire Prevention.

1653	Investigation	$1,350 00

TO

Personal Service, Salaries Regular Employees.

1650	Administration	$1,350 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules as revised for the Fire Deparement for the year 1914, to be effective as of April 1, 1914, as follows:

Personal Service, Salaries Regular Employees.

1650	Administration—	
	Commissioner	$7,500 00
	Deputy Commissioner, 2 at $5,000	10,000 00
	Secretary to Department	4,800 00
	Assistant Secretary to Department	3,500 00
	Secretary to Commissioner	3,800 00
	Secretary to Deputy Commissioner	2,000 00
	Clerk	3,600 00
	Clerk, 2 at $3,000	6,000 00
	Clerk, 2 at $2,000	4,000 00
	Clerk	1,800 00
	Clerk, 2 at $1,650	3,300 00
	Clerk	1,500 00
	Clerk, 7 at $1,200	8,400 00
	Clerk, 3 at $1,050	3,150 00
	Clerk, 6 at $900	5,400 00
	Clerk	600 00
	Bookkeeper	1,800 00
	Bookkeeper	1,650 00
	Bookkeeper	1,350 00
	Storekeeper	1,800 00
	Confidential Stenographer	1,800 00
	Stenographer and Typewriter	1,800 00
	Stenographer and Typewriter	1,650 00
	Stenographer and Typewriter	1,500 00
	Stenographer and Typewriter	1,350 00
	Stenographer and Typewriter	1,200 00
	Stenographer and Typewriter	1,050 00
	Stenographer and Typewriter	900 00
	Typewriting Copyist	900 00
	Messenger, 2 at $1,500	3,000 00
	Driver, 3 at $1,000	3,000 00
	Driver	912 00
	Schedule Total	$95,012 00
1653	Investigation—	
	Fire Marshal, 2 at $3,000	$6,000 00
	Assistant Fire Marshal, 2 at $2,500	5,000 00
	Assistant Fire Marshal, 2 at $2,000	4,000 00
	Assistant Fire Marshal, 4 at $1,800	7,200 00
	Assistant Fire Marshal, 11 at $1,500	16,500 00
	Interpreter	1,500 00
	Clerk, 2 at $1,500	3,000 00
	Stenographer and Typewriter	1,500 00
	Stenographer and Typewriter	1,050 00
	Stenographer and Typewriter	1,000 00
	Balance Unassigned	200 00
	Schedule Total	$46,950 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Board of Estimate and Apportionment, Committee on Social Welfare—Expenditures by (Cal. No. 81).

The following resolution was offered by the President, Board of Aldermen, Chairman of the Committee on Social Welfare:

Resolved, That the Board of Estimate and Apportionment hereby authorizes expenditures by Committee on Social Welfare, to an amount not to exceed twelve hundred dollars ($1,200), to be charged against the Contingent Fund of the Board of Estimate and Apportionment for the year 1914 (Code 45TC).

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following Financial matters not on the Calendar for this day were considered by unanimous consent:

Metropolitan Sewerage Commission—Consideration of Report of (No. 82).

On motion of the Comptroller, Tuesday, April 14, 1914, at 3 o'clock p. m., at the Mayor's office, was fixed as the time and place for a conference with the Metropolitan Sewerage Commission; and the New York Sewer Plan Commission, con-

sisting of the Chief Engineer of the Board of Estimate and Apportionment and the Consulting Engineers of the several Boroughs, were invited to attend.

Department of Bridges—Retirement of George Downey, Blacksmith (No. 83).

The Secretary presented a communication from the Commissioner of Bridges requesting the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of George Downey, a Blacksmith in the Bridge Department.

Which was referred to the Committee on Salaries and Grades.

President, Borough of Manhattan—Establishment of the Grades of Position of Elevator Constructor and Elevator Constructor's Helper (No. 84).

The Secretary presented a communication from the President of the Borough of Manhattan requesting the establishment of the following grades of positions in connection with the operation of the Municipal Building:

	Per Diem.	Incumbent.
Elevator Constructor	$5 50	2
Elevator Constructor's Helper	3 40	4

Which was referred to the Committee on Salaries and Grades.

Department of Health—Establishment of Positions of Laboratory Supervisor and Clerk (No. 85).

The Secretary presented communications (2) from the Board of Health, requesting the establishment of the grades of positions of Laboratory Supervisor at $2,100 per annum, and Clerk at $2,100 per annum for one incumbent, respectively.

Which were referred to the Committee on Salaries and Grades.

Public Service Commission for the First District—Letting of Contracts for the Construction of New Subways and Rapid Transit Railroad Extensions (No. 86).

The Secretary presented a communication from the Allied Boards of Trade and Taxpayers' Association, of Brooklyn, making certain suggestions with regard to the letting of contracts for the construction of new subways and rapid transit railroad extensions.

Which was referred to the Committee on Transit.

Department of Parks, Manhattan and Richmond—Retirement of Richard Hart, Laborer (No. 87).

The Secretary presented a communication from the Commissioner of Parks, Boroughs of Manhattan and Richmond, requesting the retirement of Richard Hart, a Laborer in said Department.

Which was referred to the Committee on Salaries and Grades.

Public Recreation Commission—Protest Against Playground at Henry, Hicks, Carroll and President Streets, Borough of Brooklyn (No. 88).

The Secretary presented a communication from Arthur L. Hurley, Attorney, on behalf of his clients, St. Stephens Roman Catholic Church, the Manhasset Club and property owners, protesting against the proposed playground on the block bounded by Henry, Hicks, Carroll and President Streets in the Borough of Brooklyn, advocated by the Old South Brooklyn Civic League and favored by the Public Recreation Commission.

Which was referred to the Committee on Social Welfare.

Herrick-Schaap Bill—Protest Against Opposition to (No. 89).

The Secretary presented a communication from the Joint District Counsel of New York City and vicinity (United Brotherhood of Carpenters and Joiners of America), protesting against the opposition to Legislative Bill known as the Herrick-Schaap measure.

Which was ordered filed.

Department of Correction—Establishment of Grades of Position of Stenographer and Typewriter and of Typewriting Copyist (No. 90).

The Secretary presented a communication from the Commissioner of Correction requesting the establishment of the grades of position of Stenographer and Typewriter, at $900 per annum, and a Typewriting Copyist, at $750 per annum.

Which was referred to the Committee on Salaries and Grades.

On motion, the Board adjourned to meet Friday, April 17, 1914, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE MONDAY, APRIL 20, 1914.

Below is a statement of warrants made ready for payment on the above date showing therein the Department of Finance voucher number, the date or dates of the invoices or bills, the date the voucher was filed in the Department of Finance, the name of the payee and the amount of the claim.

Where two or more bills are embraced in the warrant, the dates of the earliest and latest are given. Where the word "Final" is shown, payment will not be made until 30 days after the completion and acceptance of the work.

All of the other warrants mentioned are forwarded through the mail unless some reason exists why payment is to be made in person, in which event written notice will be promptly given to the claimant.

In making a written or verbal inquiry at this office as to any of the below mentioned warrants, it is requested that reference be made by the Department of Finance voucher number.

WM. A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
			Armory Board.	
46460	3-18-14	4-13-14	Thomas Foulks	$505 00
46462	3-11-14	4-13-14	William J. Olvany	410 00
46466	4- 1-14	4-13-14	John F. Rogers & Co.	98 72
46467	11-22-13	4-16-14	A. Pearson's Sons	384 00
47621	4-15-14		Pilcher & Tachau	705 55
47990	11-30-13. 4- 9-14	4-14-14	American Blue Print Co., Inc.	2 36
47991	3-31-13. 4- 7-13	4-15-14	American Blue Print Co., Inc.	44 29
47992	12-16-13	4-15-14	Follett Time Recording Co.	1 55
47994	12-29-13	4-15-14	Santo Electric Appliance Co., Inc.	24 00
47998	11- 1-13	4-15-14	Hammacher, Schlemmer & Co.	20 71
47999	1-31-14	4-15-14	Cavanagh Bros. & Co.	11 50
			Board of Assessors.	
48574	2-28-14	4-16-14	Kanouse Mountain Water Co.	$1 20
48575	3-17-14	4-16-14	Underwood Typewriter Co., Inc.	5 65
48576	3-31-14	4-16-14	Fowler Mfg. Co., Ltd.	3 25
48578		4-16-14	Ernest Spitzer	10 00
48580		4-16-14	M. A. O'Connor	3 75
48579		4-16-14	New York Telephone Co.	19 69
48582		4-16-14	New York Telephone Co.	19 61
			Department of Bridges.	
48465	3-31-14	4-16-14	Thos. J. Conlin, Messenger	$7 75
48466		4-16-14	A. C. Codet, Assistant Engineer	25 45
			City Court of The City of New York.	
48063	4- 8-14	4-15-14	Public Service Cup Co.	$7 00
			Court of Special Sessions.	
49024		4-7-14	A. H. Foon	$3 00
			City Magistrates' Courts, Second Division.	
49189		4-17-14	Adelardo Marus	$5 00
49190		4-17-14	Architelus Roussopulos	5 00
49191		4-17-14	Anees A. Shibley	5 00
			County Clerk, Richmond County.	
48449		4-16-14	New York Telephone Co.	$7 86
			Board of Coroners.	
49180			William T. Austin	$12 80
49181		4-17-14	Fred M. Schildwachter	4 80
49182	4- 3-14	4-17-14	Nickel Towel Supply	2 90
49183	4- 4-14	4-17-14	Shipman Stationery Co.	3 75
49184	3-31-14	4-17-14	Berkshire Springs Co.	1 25
			Board of City Record.	
48453		4-16-14	William Bratter & Co.	$6,217 65
48454		4-16-14	William Bratter & Co.	42 08
48455		4-16-14	William Bratter & Co.	26 55
48456		4-16-14	William Bratter & Co.	2,058 53
48457		4-16-14	William Bratter & Co.	354 20
48614		4-16-14	The World, Morning	112 00
48615		4-16-14	New Yorker Staats Zeitung	18 00
48616		4-16-14	The Brooklyn Daily Eagle	14 40
48617		4-16-14	Sun Printing and Publishing Ass'n	72 00
48618		4-16-14	New York Press Co., Ltd	60 00
48619		4-16-14	The Globe	48 00
48620		4-16-14	The Evening Post	9 00
48621		4-16-14	New York Evening Journal	36 00
48622		4-16-14	New York Tribune	18 00
48623		4-16-14	The Evening Mail	35 20
48624		4-16-14	New York Herald Co.	27 00
48625		4-16-14	The World, Evening	48 00
48626		4-16-14	Evening Telegram	40 00
48627		4-16-14	New Yorker Herold	17 25
48628		4-16-14	The New York Times	144 00
48629		4-16-14	Engineering News	9 75
			College of The City of New York.	
47964		4-15-14	Baron Printing Co.	$6 15
47966		4-15-14	Baron Printing Co.	20 00
47967	1-29-14	4-15-14	Isaac Goldmann Co.	12 50
47968	2-10-14	4-15-14	Theodore B. Starr, Inc.	10 00
47969		4-15-14	The Phoenix Press	5 00
47970		4-15-14	McAuliffe & Booth	36 00
47971		4-15-14	The Business Press	18 00
47974		4-15-14	McAuliffe & Booth	9 80
47975		4-15-14	The Phoenix Press	7 50
47976		4-15-14	Clarence S. Nathan	41 00
47977		4-15-14	Clarence S. Nathan	82 00
47979	3- 3-14	4-15-14	Merck & Co.	6 87
47981			Electric Smelting and Aluminum Co.	12 67
47982	2-10-14. 2-17-14	4-15-14	Eimer & Amend	61 20
47984	2-14-14	4-15-14	Adolph Jacobs	3 20
47986	2-14-14	4-15-14	Leon, Hirsh & Son	6 13
47987	2- 5-14	4-15-14	Eimer & Amend	19 90
47988	2- 5-14	4-15-14	H. T. Dakin	10 50
			Department of Correction.	
42338	6-12-13	4- 3-14	Agent and Warden, Clinton Prison	$450 00
			Department of Docks and Ferries.	
47593			The Hart & Hutchinson Co.	$92 40
47594		4-15-14	Polhemus Printing Co.	46 00
47602	2-25-14	4-15-14	W. L. Woodside	273 86
47609	2-23-14	4-15-14	James J. Mooney Co.	93 00
			District Attorney, Richmond County.	
48445	4- 1-14	4-16-14	Killian's Garage	$27 00
48446		4-16-14	New York Telephone Co.	23 25
48447		4-16-14	Appeal Printing Co.	3 20
48448	4-15-14	4-16-14	Franklin C. Vitt, Confidential Clerk	5 00
			District Attorney, New York County.	
47445	3-31-14	4-16-14	Berkshire Spring Co.	$30 00
			Board of Excise, Richmond County.	
48257		4-16-14	Michael W. Murphy, Special Deputy Commissioner	$17 50
			Board of Elections.	
47922		4-15-14	The Flushing Daily Times	$419 64
47923		4-15-14	Long Island Star Publishing Co.	418 86
47925			The Staten Islander	141 96
47926	4-11-14	4-15-14	Henry G. Grissler	5 72
47927	4-14-14	4-15-14	I. Weissberger & Son	85 00
47928	4-10-14	4-15-14	James S. Hannon	3 00
47931		4-15-14	New York Tribune	1,087 99
47932		4-15-14	Morning Telegraph Co.	948 02
47935		4-15-14	The Brooklyn Daily Eagle	713 68
47936		4-15-14	Brooklyn Daily Times	658 23
47937		4-15-14	The Brooklyn Citizen	659 25
47938		4-15-14	Brooklyn Union Publishing Co.	701 00
47939		4-15-14	Brooklyner Freie Presse	702 00
47941		4-15-14	The Daily Long Island Farmer	544 05
47945		4-15-14	The New York Times	2,985 06
47948		4-15-14	Sun Printing & Publishing Assn.	3,776 35
47949		4-15-14	New Yorker Staats Zeitung	2,951 26
47951		4-15-14	Sarasohn & Son	2,889 45
47952		4-15-14	The North Side News	480 48
47953		4-15-14	The Westchester Globe	445 77
47954		4-15-14	New York American	3,472 26
47958		4-15-14	M. B. Brown Printing & Binding Co.	20 50
48025		4-15-14	M. B. Brown Ptg. & Bdg. Co. Final	10,740 00
48026		4-15-14	M. B. Brown Printing & Binding Co.	12,394 00
			Department of Education.	
34195	1-20-14. 1-27-14	3-17-14	The J. W. Pratt Co.	$64 34
43985			H. S. Hansen Type Foundry	216 11
45720		4-14-14	Nicholas J. Schery	197 00
45847	1-31-14	4-14-14	George S. Hulbert & Co.	84
46849	2- 2-14	4-14-14	Charles E. Merrill Co.	40 80
46877	2- 7-14	4-14-14	Henry Holt & Co.	6 08
46880			Allyn & Bacon	76 96
46888			Atkinson, Mentzer & Co.	22 72
46895	2-27-14	4-14-14	John J. Skelly	168 12
46897	1-30-14	4-14-14	John J. Skelly	186 80
46906	1- 2-14. 1-28-14	4-14-14	F. W. Devoe & C. T. Raynolds Co.	2,785 34
46907			Samuel Gabriel Sons & Co.	28 43
46917	1- 2-14	4-14-14	Annin & Co.	12 75
46927	1- 5-14	4-14-14	Gerry & Murray	148 64
46959	2-17-14	4-14-14	Ginn & Co.	4 80
46960	2-10-14	4-14-14	Henry Holt & Co.	156 00
46965			Longmans, Green & Co.	84 00
46980	1-23-14	4-16-14	James A. Miller	126 36
47005	1-20-14	4-14-14	J. B. Lippincott Co.	158 04
47008	2- 7-14	4-14-14	Henry Holt & Co.	2 16
47011	1- 2-14	4-14-14	M. Feigel & Bro.	38 70
47013	2- 2-14	4-14-14	Ginn & Co.	64
47014	2-14-14	4-14-14	Charles E. Merrill Co.	289 12
47019	1- 2-14. 2-16-14	4-14-14	Abraham & Straus	100 08
47020			McHutchison & Co.	265 66
47028	1- 6-14	4-14-14	The H. B. Claflin Co.	270 26
47029	1-28-14	4-14-14	E. W. A. Rowles	145 00
47030	1-27-14	4-14-14	Syndicate Trading Co.	502 84
47032	2- 5-14	4-14-14	Henry H. Harrison	87 17

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
47037	8-14-13	1-29-14	Paul Baron	40 15
47038	2-27-14	4-14-14	M. B. Brown Printing & Binding Co.	16 88
47040	1-30-14	4-14-14	F. S. Banks & Co.	88 88
47042	1- 7-14	4-14-14	Hammacher, Schlemmer & Co.	90
47052		4-14-14	Schoverling, Daly & Gales ....Final	298 50
47059		4-14-14	B. Diamond	584 00
47061		4-14-14	Libman Contracting Co.	13,873 73
47064	2- 4-14	4-14-14	Gutenberg Printing Co., Inc.	9 95
47070	2- 1-14	4-14-14	The Brooklyn Daily Eagle	59 50
47071	2- 3-14	4-14-14	The Brooklyn Daily Eagle	7 10
47073			The Brooklyn Daily Eagle	9 50
47081	2- 9-14	4-14-14	Rand, McNally & Co.	7 00
47082	1- 5-14	4-14-14	The Prang Educational Co.	45
47089			Frank D. Beattys & Co.	105 75
47098	1-28-14	4-14-14	D. C. Fauss	219 00
47141	1- 2-14	4-14-14	Ginn & Co.	120 32
47181	1- 2-14	4-14-14	B. F. Johnson Publishing Co.	115 48
47183	1-29-14	4-14-14	J. L. Hammett Co.	64 40
47185	2-27-14	4-14-14	M. B. Brown Ptg. & Bdg. Co.	139 83
47188	2-20-14	4-14-14	M. B. Brown Ptg. & Bdg. Co.	11 47
47189	2-19-14	4-14-14	Cavanagh Bros. & Co.	57
47192	1-30-14	4-14-14	Houghton, Mifflin Co.	1,388 76
47194	2- 7-14	4-14-14	Ginn & Co.	207 84
47200	1-30-14	4-14-14	Rand, McNally & Co.	645 85
47201	2- 5-14	4-14-14	Henry Holt & Co.	40 64
47202	1- 2-14	4-14-14	Hinds, Noble & Eldredge	6 75
47204	2- 2-14. 2- 5-14	4-14-14	Henry Holt & Co.	539 60
47205	2- 5-14	4-14-14	Henry Holt & Co.	73 80
47209	2-20-14	4-14-14	M. B. Brown Ptg. & Bdg. Co.	6 19
47234	1- 5-14	4-14-14	Henry Holt & Co.	52
47247	1-28-14	4-14-14	Henry Holt & Co.	460 00
47250	1- 3-14	4-14-14	Lyons & Carnahan, Assignees of J. A. Lyons & Co.	5 50
47254	1-16-14	4-14-14	Lyons & Carnahan, Assignees of J. A. Lyons & Co.	1 50
47244	1- 3-14	4-14-14	Rand, McNally & Co.	190 10
47246	1-26-14	4-14-14	Ginn & Co.	11 84
47259	1-26-14	4-14-14	Charles E. Merrill Co.	16 00
47260	1-31-14	4-14-14	B. F. Johnson Publishing Co.	18 00
47263			Hinds, Noble & Eldredge	15 60
47265	2-10-14	4-14-14	Jas. S. Barron & Co.	65 25
47268	1-29-14	4-14-14	Eberhard Faber	98 00
47269	1- 2-14	4-14-14	J. B. Lippincott Co.	22 50
47271	1- 5-14. 2-12-14	4-14-14	The H. B. Claflin Co.	46 39
47274	1-31-14	4-14-14	Syndicate Trading Co.	13 52
47276			Kruse-Phillips Ink Co.	3 75
47277	2- 4-14	4-14-14	Abraham & Straus	23 00
47280	1-30-14	4-14-14	Rand, McNally & Co.	55 00
47282	1-27-14	4-14-14	Charles E. Merrill Co.	134 28
47283	1- 2-14	4-14-14	Charles E. Merrill Co.	2,584 58
47659	2-10-14	4-15-14	H. Gordon	18 50
47660	2- 3-14	4-15-14	J. Friedman	4 90
47697	2- 5-14	4-15-14	Flanagan-Kramer Co.	27 55
47791	2-16-14	4-15-14	Samuel Lewis	5 00
47792	2-17-14	4-15-14	Standard Supply Co.	9 50
47795	2- 6-14	4-15-14	Eberhard Faber	59
47796			Snelling & Son	3 80
47797		4-15-14	Tower Mfg. and Novelty Co.	1 32
47797	1-20-14	4-14-14	Tower Mfg. and Novelty Co.	1 32
47702	2- 3-14	4-15-14	Krengel Mfg. Co.	1 26
47703	1-28-14	4-15-14	E. G. Soltmann	2 50
47704	2- 3-14	4-15-14	The Lithoprint Co.	90
47705	2- 3-14	4-15-14	Krengel Mfg. Co.	1 26
47706	1-19-14	4-15-14	Walter I. Browne	10 00
47707	2- 9-14	4-15-14	H. Gordon	12 92
47708	2-11-14	4-15-14	A. Doncourt	11 00
47798	2-16-14	4-16-14	Geo. T. Montgomery	2 04
47799	2-16-14	4-16-14	Geo. T. Montgomery	29 26
47800			George T. Montgomery	5 40
47801	1-27-14	4-15-14	Owen M. Dawson	3 15
47802	2- 9-14	4-15-14	Bloomingdale Brothers	21 50
47804	2- 4-14	4-15-14	M. J. Tobin	6 61
47806	1-26-14	4-15-14	World Book Co., Assignee of Globe School Book Co.	13 80
47807	2-11-14	4-15-14	Otto G. Smith	2 43
47808			Snelling & Son	95
47809	2-14-14	4-15-14	J. L. Hammett Co.	90
47810	1-30-14	4-15-14	The A. S. Barnes Co.	45 00
47813	1-23-14	4-16-14	James A. Miller	3 24
47814	1-29-14	4-16-14	D. C. Heath & Co.	66 00
47819	1- 2-14	4-15-14	Ginn & Co.	19 80
47820	1-31-14	4-15-14	Rand, McNally & Co.	14 70
47821	1-29-14	4-15-14	Ginn & Co.	12 00
47822	1-29-14	4-15-14	Charles E. Merrill Co.	13 20
47823	1-21-14	4-15-14	Paul Baron	75 20
47826	1-26-14	4-15-14	Benj. H. Sanborn & Co.	1 08
47827	2-16-14	4-15-14	M. J. Tobin	6 00
47829	1-27-14	4-15-14	Schieffelin & Co.	1 25
47830	1-26-14	4-15-14	Schoverling, Daly & Gales	2 40
47831		4-15-14	Philp & Paul	1,339 00
47831	2-19-14	4-15-14	Cavanagh Bros. & Co.	9 10
47832	2-16-14	4-16-14	Geo. T. Montgomery	4 30
47833	2- 7-14	4-16-14	Geo. T. Montgomery	3 17
47835	2-16-14	4-16-14	George T. Montgomery	15 76
47838	2-23-14	4-15-14	Schoverling, Daly & Gales	16 30
47839	2-17-14	4-15-14	Schoverling, Daly & Gales	6 80
47843	1- 7-14	4-15-14	Snelling & Son	95
47844	2- 4-14	4-15-14	Peckham, Little & Co.	1 02
47847	8-15-13	1-21-14	Paul Baron	86 20
47849		4-15-14	Tower Mfg. & Novelty Co.	36
47850	1-31-14	4-15-14	C. J. O'Brien	60 00
47851	2-14-14	4-15-14	Eberhard Faber	59
47853.	2- 7-14	4-16-14	George T. Montgomery	38
47854	1-12-14	4-15-14	Blaisdell Paper Pencil Co.	1 45
47856		4-15-14	Tower Mfg. & Novelty Co.	1 83
47857	2- 6-14	4-15-14	Eberhard Faber	59
47859	2-10-14	4-14-14	F. S. Banks & Co.	2 32
47860	2-19-14	4-15-14	Cavanagh Bros. & Co.	66
47861	2- 2-14	4-15-14	Theo. P. Huffman	2 45
47862	2-11-14	4-15-14	Cavanagh Bros. & Co.	1 29
47863	2- 3-14	4-15-14	Standard Oil Co. of New York	3 55
47864	2- 6-14	4-15-14	John T. Stanley	3 00
47868			Samuel Gallucci ....Final	197 00
47869			Samuel Gallucci	197 00
47870	2-28-14	4-15-14	M. B. Brown Printing & Binding Co.	5 69
47871	2-20-14	4-15-14	Paul Baron	30 80
47872	1-19-14	4-15-14	F. W. Devoe & C. T. Raynolds Co.	60 00
47873			Jas. S. Barron & Co.	25 60
47875	1-29-14	4-15-14	J. W. Buckley Rubber Co.	203 50
47876	1-17-14	4-15-14	Moller & Schumann Co.	146 00
47877	1-19-14	4-15-14	Hammacher, Schlemmer & Co.	43 34
47878	1-31-14	4-15-14	Jones Packing Co.	6 63
47879	1-29-14	4-15-14	M. Feigel & Bro.	209 15
47881	1-19-14	4-15-14	Standard Oil Co. of New York	367 75
47882	2- 3-14	4-15-14	Standard Supply Co.	73 50
47883	1-31-14	4-16-14	D. C. Heath & Co.	24 00
48258	1- 2-14	4-16-14	George Morley	19 25
48260	1-27-14	4-16-14	Flanagan-Kramer Co.	25 45
48261	2- 4-14	4-16-14	Otto Guttmann	15 00
48262	1-31-14	4-16-14	Finnan & Lee	6 05
48263	1-30-14	4-16-14	Wm. H. Curtin Mfg. Co.	1 15
48265	1-17-14	4-16-14	C. W. Keenan	1 80
48266	2- 6-14	4-16-14	James I. Kelly	20 94
48267	1-26-14	4-16-14	James I. Newman	6 35
48268	1-26-14. 1-30-14	4-16-14	Pittsburgh Plate Glass Co.	21 79
48271	1- 8-14	4-16-14	The Yale & Towne Mfg. Co.	2 50
48272	1-20-14	4-16-14	M. J. Johnstone	18 90
48273	1-31-14	4-16-14	United Plumbing and Contracting Co.	4 11
48276	1-13-14	4-16-14	American Ornamental Iron Works	5 92
48278	1-12-14	4-16-14	Max Jackel	2 75
48280	12-11-13	4-16-14	Philp & Paul	15 90
48281	7-14-13	4-16-14	The J. L. Mott Iron Works	11 76
48282	1- 3-14	4-16-14	William Young	5 10
48283	1-12-14	4-16-14	Sundh Elect Co.	5 00
48287	12-22-13	4-16-14	Ernest Capelle	14 00
48289	1-20-14	4-16-14	James H. Draper	18 97
48298		4-16-14	H. C. Stone Construction Co.	14,192 01
48300		4-16-14	T. Frederick Jackson, Inc.	1,620 00
48302		4-16-14	J. F. Walsh & Bro.	7,962 61
48307		4-16-14	Lazere & Kaplan Iron Works	1,080 00
48308		4-16-14	Hardman, Peck & Co.	305 00
48311	1- 8-14	4-16-14	The Kennedy Valve Mfg. Co.	1 65
48317	2-10-14	4-16-14	Jac. Schneider	21 65
48318	2-10-14	4-16-14	R. Solomon & Son, Inc.	6 50
48319	2- 7-14. 2-10-14	4-16-14	Henry Pearl & Sons Co.	10 50
48319	2- 7-14. 2-10-14	4-16-14	Henry Pearl & Sons Co.	10 50
48320	2-25-14	4-16-14	L. P. Gfroerer Co.	15 50
48323	11- 3-13	4-16-14	J. F. Valois	3 50
48324	9- 1-13	4-16-14	Goetz & Co.	4 75
48325	12- 1-13	4-16-14	Goetz & Co.	2 00
48326	1- 9-14	4-16-14	The N. Y. Assn. for the Blind	10 00
48327			The N. Y. Assn. for the Blind	10 00
48328			Edward Kordetski	2 00
48329	9-20-13. 12- 1-13	4-16-14	Goetz & Co.	19 75
48330	12-29-13	4-16-14	J. F. Valois	2 50
48331	2- 5-14	4-16-14	J. Cohen	5 20
48332	1- 7-14	4-16-14	F. J. Kloes	6 00
48334	2- 7-14	4-16-14	J. Cohen	29 30
48335	1-21-14	4-16-14	R. S. Lowy	1 95
48336	1-26-14	4-16-14	R. S. Lowy	3 65
48338	2- 6-14	4-16-14	Anton Orgelfinger	7 28
48339			Emil F. Bertram	2 00
48340	1-10-14	4-16-14	J. F. Valois	1 25
48341	3- 5-14	4-16-14	Karl Heinrich	30 00
48389	2-10-14	4-16-14	L. E. Atherton	2 75
48390	1-22-14	4-16-14	The Pittsburgh Plate Glass Co.	17 00
48392			Nelson Valve Co.	1 31
48393	1-20-14	4-16-14	A. C. Laurence	8 03
48395	1-28-14	4-16-14	Putnam & Co.	4 00
48396	1-19-14	4-16-14	Robertson & Conry	8 65
48398			William Rabe	19 25
48399	1-23-14. 1-31-14	4-16-14	Max Jackel	22 65
48400	1-31-14	4-16-14	Frank Tracy	5 25
48401	1-30-14	2-16-14	Wm. H. Temple	17 50
48402	1-31-14	4-16-14	H. Sacks	23 80
48403	1-31-14	4-16-14	Albert Smith & Sons	21 40
48404	2- 4-14	4-16-14	Henry Saal	23 63
48406	1-19-14	4-16-14	Reids Express	3 00
48408	1-31-14	4-16-14	Putnam & Co.	4 00
48409	1-30-14	2-16-14	William J. Olvany	18 37
48410	1-27-14	4-16-14	Nason Mfg. Co.	9 00
48420	2-27-14	4-16-14	H. Fortenbach	4 00
48421	1-28-14	4-16-14	H. Fortenbach	5 00
48423	2-27-14	4-16-14	Anton Orgelfinger	20 75
48425	2- 6-14	4-16-14	Thomas F. McEnaney	14 00
48426	2-10-14	4-16-14	Geo. W. Oelkers	11 00
48429	1-31-14	4-16-14	M. Wilinsky	22 00
48431	2-10-14. 2-13-14	4-16-14	Peter Nelson	46 00
48501		4-16-14	Chas. Herr, as Representative of the Secretary's Office	14 25
48924	1- 3-14	4-17-14	A. R. Haeuser Co.	10 00
48925	1-13-14	4-17-14	Oscar Schlegel Mfg. Co.	2 00
48927	2-20-14	4-17-14	Kolesch & Co.	48
48928	2- 6-14	4-17-14	John Wanamaker, New York	2 25
48929	3- 3-14	4-17-14	Wm. P. Snyder	8 00
48931	3- 3-14	4-17-14	W. E. Dennis	21 30
48932	2-24-14	4-17-14	W. Th. Halvern	11 40
48935	1- 2-14	4-17-14	Lasher & Lathrop, Inc.	3 50
48936	2-28-14	4-17-14	Kolesch & Co.	12
48937	2-27-14	4-17-14	A. B. Dick Co.	7 50
48938	2-24-14	4-17-14	Scientific Equipment Co.	3 65
48939	2- 7-14	4-17-14	John Wanamaker, New York	45
48940	2-20-14	4-17-14	Kolesch & Co.	3 00
48941	2-14-14. 2-28-14	4-17-14	W. E. Dennis	4 60
48943	3- 5-14	4-17-14	Abraham & Straus	25
48942	1- 7-14	4-17-14	Library Bureau	1 00
48944	3- 5-14	4-17-14	John Wanamaker, New York	1 70
48945	2-15-14	4-17-14	D. Appleton & Co.	1 00
48948	2- 5-14	4-17-14	Silver, Burdett & Co.	1 20
48949	2-12-14	4-17-14	G. Schirmer	3 34
48950	1-10-14	4-17-14	Crowell Mfg. Co.	4 25
48951	1- 3-14	4-17-14	Norton Co.	11 00
48954	1- 8-14	4-17-14	Oscar Barnett Foundry Co.	4 00
49058	2-24-14	4-17-14	Thomas Nelson & Sons	9 00
49059	1-19-14	4-17-14	Review of Reviews Co.	10 75
49060	1- 2-14	4-17-14	E. Schwartz	19 00
49062	1- 8-14	4-17-14	Chivers Bookbinding Co.	85
49063	1-30-14	4-17-14	F. C. Stechert Co.	10 30
49056		4-17-14	E. P. Dutton & Co.	62
49113		4-17-14	Gutenberg Printing Co.	7 15
49114		4-17-14	Clarence S. Nathan	16 00
49165		4-17-14	A. J. Maguire, Supervisor of Janitors.	11 25
49166		4-17-14	George H. Sterling	10 50
49168		4-17-14	Darwin L. Bardwell	8 05
49169		4-17-14	S. Florence Warren, Acting in Place of Inspector of Classes for Blind Children	3 45
49170		4-17-14	A. J. Maguire, Supervisor of Janitors.	19 65
49219	2- 5-14	4-17-14	C. M. Morgan, Deputy Superintendent.	27 59
49220			William H. Maxwell, City Superintendent of Schools	45 50

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
49221	2-25-14	4-17-14	William H. Maxwell, City Superintendent of Schools	42 85
49265	2- 2-14	4-17-14	Oxford University Press	1 13
49266	12-11-13	4-17-14	The Macmillan Co	80
49267	2-20-14	4-17-14	Eva Montgomery	1 25
49268	3- 5-14	4-17-14	Abraham & Straus	71
49374	2- 6-14	4-17-14	Charles Simon	4 75
49378	2-11-14	4-17-14	Peck Bros. & Co	5 30
49380	2- 3-14	4-17-14	Monahan Bros.	12 00
		Board of Estimate and Apportionment.		
48467		4-16-14	J. F. Hazrick, Clerk	$15 38
		Department of Finance.		
47125		4-14-14	The Bronx Record and Times	$32 50
47126		4-14-14	Frank Baumgarten	68 00
47127		4-14-14	Walter Pepple	6 00
47128	4- 4-14	4-14-14	James E. Brande and Willard H. Olmsted	504 25
47130	4- 8-14	4-14-14	William J. McGuire	104 00
47131	4- 8-14	4-14-14	Edgar S. Follwell	104 00
47132			Thomas W. Wood's Sons, Inc	100 00
47429		4-14-14	Peters & Heins	19 50
47430		4-14-14	Jacques Cohen	74 88
47431		4-14-14	William H. Stewart	138 80
47432		4-14-14	Edward J. Reilly	355 00
47433			Frederick B. Bailey	250 00
47434		4-14-14	Louis Steinert	102 00
47435		4-14-14	Frederick A. Ware	250 00
47436		4-14-14	Leonard J. Obermeier	250 00
48164			Edward S. Schaeffler, Ind., and Theresa Schaeffler, as Guardian of Edward Schaeffler, an Infant	750 00
48165			Isaac Goldberg	162 50
48166			James Connolly	144 00
48167			Mrs. Adelaide C. Denton	375 00
48168			Edwin Welch & Co	325 00
48169			Metropolis Land Co	1 00
48170			Mrs. Belle B. McCulloch	1 00
48171			Chapin Home for the Aged and Infirm	1 00
48432		4-16-14	James F. Marrin	99 55
48433		4-16-14	Estate of Estella Seymour	49 78
48437			Arthur Harf	5 00
48438		4-16-14	R. E. Eierman	5 00
48439		4-16-14	Andrew Sauer	5 00
48440	4- 4-14	4-16-14	Newtown Creek Towing Co., or Alexander & Ash, attorneys	187 50
48441		4-16-14	Stephen H. Olin and Peter T. Barlow, as executors, etc., or Benjamin Trapnell, attorney	374 93
48442	3-11-14	4-16-14	Rose Abraham, or Edward M. Grout & Paul Grout, attorneys	166 60
48443	4- 2-14	4-16-14	Frank L. Polk, as Corporation Counsel	3,589 47
48444	4- 8-14	4-16-14	Mouquin Restaurant and Wine Co	17 00
48511		4-16-14	John H. Eckhoff, Jr.	356 30
48583			Asylum of St. Vincent de Paul	731 06
48584			Brooklyn Industrial School Assn. and Home for Destitute Children	10 36
48585		4-16-14	Brooklyn Children's Aid Society for Seaside Home	291 66
48586		4-16-14	Brooklyn Society for the Prevention of Cruelty to Children	2,500 00
48587		4-16-14	Church Charity Foundation of L. I., St. John's Hospital	906 27
48588		4-16-14	Flushing Hospital and Dispensary	1,479 50
48589		4-16-14	German Hospital of Brooklyn	1,436 17
48590		4-16-14	Hebrew Sheltering Guardian Society	1,152 08
48591		4-16-14	House of Mercy	387 91
48592		4-16-14	Industrial School Assn. of Brooklyn, E. D.	287 14
48593		4-16-14	Industrial School Assn. of Brooklyn, E. D.	2,374 29
48594		4-16-14	N. Y. Post-graduate Medical School and Hospital	1,883 50
48595		4-16-14	N. Y. Homeopathic Medical College and Flower Hospital	62 91
48596		4-16-14	N. Y. Homeopathic Medical College and Flower Hospital	72 60
48597		4-16-14	N. Y. Society for the Prevention of Cruelty to Children	7,083 33
48598		4-16-14	Rockaway Beach Hospital and Dispensary	264 15
48599		4-16-14	Richmond County Society for the Prevention of Cruelty to Children	166 66
48600			St. Mark's Hospital of N. Y. City	159 10
48601		4-16-14	St. Mary's General Hospital of the City of Brooklyn	2,144 10
48602		4-16-14	St. John's Guild	1,875 00
48603		4-16-14	Sanitarium for Hebrew Children	625 00
48604		4-16-14	St. Vincent's Hospital of the City of New York	4,147 45
48605		4-16-14	St. Michael's Home	1,569 28
48606		4-16-14	St. Michael's Home	2,482 78
48607		4-16-14	The Convent of the Sisters of Mercy in Brooklyn	13,885 71
48608		4-16-14	The Societe Francaise de Bienfaisance	497 55
48609		4-16-14	The N. Y. Throat, Nose and Lung Hospital	158 65
48610		4-16-14	The N. Y. Throat, Nose and Lung Hospital	126 40
48611		4-16-14	N. Y. Hospital	38 25
48612		4-16-14	Seaside Home for Crippled Children.	208 33
48613		4-16-14	N. Y. Ophthalmic Hospital	330 65
49187		4-17-14	Martha A. Dawley	171 08
		Fire Department.		
45287	3-31-14	4- 9-14	T. Frederick Jackson, Inc.	$743 00
46670	3-25-14	4-14-14	J. E. Backus' Sons	33 70
46692			Agent and Warden, Sing Sing Prison.	1,026 25
46694	3-28-14	4-14-14	Ernest Flentje	75 00
46701	3-13-14	4-14-14	Kieley & Mueller	24 50
47763			Elberon Hygeia Ice Co.	27 54
47764	3-31-14	4-15-14	Tower Mfg. and Novelty Co.	70
47766	3-25-14	4-15-14	New York Bottling Co	6 00
47768	3-30-14	4-15-14	Baker, Voorhis & Co	5 75
47770	3-28-14	4-15-14	John H. H. Van Hoven	16 50
47771	3-18-14	4-15-14	The Fairbanks Co	21 60
47772	4- 2-14	4-15-14	Cairns & Brother	6 75
47773			B. F. Goodrich Co	27 35
47774	3-21-14	4-15-14	The Pittsburgh Plate Glass Co	1 62
47779	3-23-14	4-15-14	Reilly & McNeil	12 00
48509		4-16-14	M. E. Brennan, Clerk to Comptroller.	20 00
			Department of Health.	
47135		4-14-14	Martha A. Dawley	$28 92
47155	1- 7-14	4-14-14	William M. Britton	2 50
47157	3- 8-14	4-15-14	William H. Thompson	2 50
47159	1-20-14	4-14-14	Eimer & Amend	2 00
47160	1-31-14	4-14-14	Merck & Co., New York	1 50
47162	2-12-14	4-14-14	Bausch & Lomb Optical Co	3 00
47163	2-18-14	4-14-14	Jas. Thompson & Sons	1 50
47165	3- 7-14	4-14-14	Frank & Bro	6 25
47166			J. C. Muller	5 16
47167			A. C. Rowe & Son	24 00
47168	2-24-14	4- 4-14	W. R. Ostrander & Co	10 50
47169	3-27-14	4- 4-14	National Sponge and Chamois Co	14 00
47170	2-19-14	4-14-14	Baker, Carver & Morrell	20 70
47171	2- 3-14	4-14-14	G. E. Stechert & Co	2 10
47172	3-12-14	4-14-14	Goodyear's India Rubber Selling Co	8 93
47173	2-13-14. 2-17-14	4-14-14	Joseph Haag	7 73
47174	2- 9-14	4-14-14	Chas. E. Miller	1 80
47175	3-20-14	4-14-14	E. B. Meyrowitz	5 50
47178	3- 9-14	4-14-14	William Britton	1 00
		Commissioner of Licenses.		
48110		4-15-14	Henry Frank, as Financial and Recording Clerk	$36 00
48109	2- 4-14	4-15-14	The Banks Law Publishing Co	15 00
48111	3-31-14	4-15-14	Rosenfield & Harris	2 00
48112	1-31-14. 3-31-14	4-15-14	H. Aaronson	12 00
		Law Department.		
45881	4- 7-14	4-11-14	Robert J. Cluse	$234 00
45891	4- 7-14	4-11-14	Robert J. Cluse	81 93
46630	3-31-14	4-13-14	John Oliver	42 00
47613	3-20-14	4-15-14	Lord & Taylor	44 06
47614	3- 2-14	4-15-14	The Realty Records Co	40 00
48128	4- 7-14	4-15-14	Edward H. Gilbert	50 00
48129	3-31-14	4-15-14	Judd & Co	500 00
48130	4- 8-14	4-15-14	E. A. Carpenter	400 00
48131	4- 7-14	4-15-14	William E. Davies	400 00
48559		4- 7-14	Joseph Wander	350 00
49023		4-17-14	Edward A. McShane	100 00
		The Mayoralty.		
48502		4-16-14	Gertrude M. Conroy	$58 00
48503		4-16-14	Annabel Kelly	58 00
		New York Public Library.		
48458		4-16-14	The New York Public Library, Astor, Lenox and Tilden Foundations, United States Trust Co. of New York, Assistant Treasurer	$39,494 96
		Permanent Census Board.		
48114		4-15-14	George H. Chatfield, Secretary	$6 25
		Police Department.		
46021			Lander's Garage	$35 00
46933	3-27-14	4-16-14	Standard Oil Co. of New York	192 48
46946			R. C. Vernes	45 00
46957	3-12-14	4-14-14	John J. Foley	668 00
		Department of Parks, Boroughs of Manhattan and Richmond.		
46740	3- 1-14	4-14-14	Philip Dietz Coal Co.....Final	$170 00
46763	3-16-14	4-14-14	Patterson Brothers	2 50
46770	4- 1-14	4-14-14	James Mulligan	33 50
47724		4-15-14	Gewertz & Rabinowitz	1,880 00
48560			J. F. Gillespie, D. V. S	80 00
48561			Treasurer, Brooklyn Institute of Arts and Sciences	319 60
		Bronx Parkway Commission.		
48631		4-16-14	Philip J. Ross	$350 00
		President of the Borough of Manhattan.		
44493	2-20-14	4- 8-14	The Fairbanks Co.	$110 00
46635		4-13-14	Joseph F. Goss & Co	2,858 81
46637		4-13-14	Rafferty Bros.	6,469 46
46638		4-13-14	Harlem Contracting Co.	180 40
46640		4-13-14	W. J. Fitzgerald	380 18
46642		4-13-14	William F. Cunningham	1,003 34
46643		4-13-14	William F. Cunningham	268 20
49382		4-17-14	The Mouquin Restaurant & Wine Co.	8 50
		President of the Borough of Brooklyn.		
46578	3-28-14	4-13-14	William Conley	$35 86
46580	3-26-14	4-13-14	Robert Simpson	42 94
46585	4- 3-14	4-13-14	John B. Slee	75 00
46586	4- 1-14	4-16-14	Title Guarantee & Trust Co	12 00
47327	4-11-14	4-14-14	Norton & Gorman Contracting Co	1,207 40
47328		4-14-14	Arthur A. Dumproff	4,700 50
48100		4-15-14	Edward F. Cadley, Chief Clerk	6 60
48102	4- 8-14	4-17-14	J. E. Bristol	440 25
		President of the Borough of The Bronx.		
45941		4-11-14	William Londino	$3,638 09
47331	4- 1-14	4-14-14	Library Bureau	2 00
47332	4- 3-14	4-14-14	Library Bureau	13 60
47335	4- 1-14	4-14-14	Library Bureau	4 00
47337	3-26-14	4-14-14	Harlem Brass Works, Inc	6 25
47339	3-20-14	4-16-14	Bartelstone Bros.	45 15
47340	2-24-14	4-16-14	Bartelstone Bros.	61 45
		President of the Borough of Richmond.		
48005	3-30-14	4-15-14	Summers Supply Co.	$5 00
48007	3-19-14	4-15-14	Keuffel & Esser Co	17 35
48008	3-24-14	4-15-14	Frederick Burger & Son	5 00
48010	3- 9-14	4-15-14	Duparquet, Huot & Moneuse Co	6 00
48011	3-31-14	4-15-14	E. J. O'Connor	8 00
48012			The B. F. Goodrich Co	3 15
48016	2-16-14	4-15-14	Brady Brothers	9 75
48017	2-28-14	4-15-14	Brady Brothers	9 75
48018	3- 1-14	4-15-14	Joseph W. Wanty	29 73
48019	2-28-14	4-15-14	Staten Island Shipbuilding Co	7 79
48020	3- 2-14	4-15-14	Staten Island Supply Co	20 51
48021	3- 9-14	4-15-14	Columbia Carriage, Wagon & Automobile Works	18 25
48022			George C. Goelze	12 00
48024	3-26-14	4-15-14	Joseph Johnson's Sons	12 00
		President of the Borough of Queens.		
46470	10-31-13	4-13-14	Fiske Brothers' Refining Co	$9 00
46471			The Goodyear Tire & Rubber Co	23 92
46498	2-28-14	4-16-14	G. R. Lawrence	5 25
46502	2-10-14	4-13-14	The Banks Law Publishing Co	40 75
46506	3-20-14	4-13-14	W. Scarborough	28 00
46508	1-31-14	4-13-14	Library Bureau	65 48
46511	2-27-14	4-13-14	Library Bureau	62 96
46524	3-16-14	4-13-14	Goodyear's India Rubber Selling Co	33 30
46525	2-17-14	4-13-14	Monroe Calculating Machine Co	250 00
46533	3-23-14	4-13-14	Cavanagh Bros. & Co	25 10
46537	3-23-14	4-13-14	The Long Island Hardware Co	12 19
46539	3-26-14	4-13-14	The Long Island Hardware Co	119 03
		Public Service Commission.		
48029		4-15-14	The J. W. Pratt Co	$19 45
48030	3-13-14	4-15-14	The American Law Book Co	6 00

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
48031	3-18-14	4-15-14	McGraw Publishing Co	1 75
48032	2-28-14	4-15-14	Foster-Scott Ice Co	2 00
48033	3- 4-14	4-15-14	Hodgman Rubber Co	4 05
48034	2-28-14	4-15-14	C. W. Jean Co	11 00
48035		4-15-14	Kee Lox Mfg. Co	18 75
48037	2-28-14	4-15-14	Knickerbocker Ice Co	7 32
48038		4-15-14	Ferdinand Kuster	16 65
48039	2-27-14	4-15-14	The Locomobile Co. of America	6 50
48040	3-18-14	4-15-14	The Long Island Hardware Co	20 50
48041	3- 4-14. 3-13-14	4-15-14	The Lufkin Rule Co	14 40
48042	3- 2-14. 3-12-14	4-15-14	Manhattan Electrical Supply Co	11 28
48043	3- 5-14	4-15-14	The Manhattan Supply Co	5 00
48045	3- 2-14	4-15-14	Theodore Munnecke	5 00
48046		4-15-14	Clarence S. Nathan	21 30
48049		4-15-14	The J. W. Pratt Co	58 30
48050	3- 3-14	4-15-14	W. M. Pringle & Co	28 00
48051	2-13-14. 2-14-14	4-15-14	R. S. Ruggles & Co	16 14
48053	2-28-14	4-15-14	Matthew J. Smith	6 40
48054	3- 3-14. 3-10-14	4-15-14	P. W. Vallely, Inc	19 00
48055	3-11-14	4-15-14	Ware Co.	19 20
48068		4-15-14	Frederick L. Cranford, Inc., Assignee of Frederick L. Cranford	59,766 75
48069			Frederick L. Cranford, Inc., Assignee of Frederick L. Cranford	34,205 49
48070		4-15-14	The Degnon Contracting Co	41,407 51
48071		4-15-14	O'Rourke Engineering Const. Co	12,524 32
48072			The Underpinning and Foundation Co.	16,180 83
48073		4-15-14	Dock Contractor Co	117,875 36
48074		4-15-14	E. E. Smith Contracting Co	48,191 02
48085	4- 8-14	4-15-14	Richard Carvel Co., Inc., Assignee of Lyttleton Fox, as Trustee in Bankruptcy of Jno. F. Stevens Const. Co	33,628 21
48090	3- 6-14	4-15-14	Lawyers Title Insurance and Trust Co.	25 00
48091	3- 1-14	4-15-14	Initial Towel Supply Co	3 30
48092	1-29-14. 2-28-14	4-15-14	Lawyers Title Insurance and Trust Co.	5 50
48093	2-28-14	4-15-14	Union Towel Supply Co	8 76
48094		4-16-14	Benjamin S. Blatteis, Stenographer	31 12
			Department of Public Charities.	
25309			Jefferson Scales	$60 00
25310		2-25-14	Charles L. Allers	80 00
46161	3- 6-14. 3-31-14	4-13-14	Henry Allen	219 50
46162	2-28-14. 3-27-14	4-13-14	The Watters Laboratories	81 25
46165	10-21-13.11-24-13	4-13-14	Chas. D. Norton Co	3,467 80
46167	2-13-14	4-13-14	Randall, Leopold & Co	54 03
46186	3-16-14	4-13-14	James A. Miller	21 80
46188	2-16-14. 3-16-14	4-13-14	Eimer & Amend	135 90
46189		4-13-14	John Greig	42 40
46190	2-13-14	4-13-14	Hoffman-La Roche Chemical Works	67 50
46191	2-10-14. 2-26-14	4-13-14	Magnus, Mabee & Reynard, Inc	346 10
46738			B. Diamond Final	382 00
46778	3-11-14	4-14-14	Angus P. Thorne	12 50
46779	4- 2-14	4-14-14	Rose Morrisey	6 45
46780	4- 4-14	4-14-14	Angus P. Thorne, Supt	300 00
46781			Edward S. McSweeney, Supt.	23 40
46782	3-31-14	4-14-14	William J. Doherty, 2d Deputy Comr	9 45
46783	4- 1-14	4-14-14	Edith Taylor	4 40
47648		4-15-14	Julius Wolff, Auditor	2 40
47649		4-15-14	Julius Wolff, Auditor	49 27
47650		4-15-14	M. Niklas, Deputy Superintendent	11 57
47653			Wm. C. York, Superintendent	34 60
47651		4-15-14	Samuel Bernstein	1 18
47652		4-15-14	Edith Taylor	3 50
47654	1-31-14	4-15-14	New York Central & Hudson River Railroad Co.	201 21
48182	12-22-13.12-24-13	4-16-14	John Bellmann	10 41
48185	12-31-13	4-16-14	Rebecka Melicow	9 00
48186	12-22-13.12-24-13	4-16-14	Krystaleid Water Co.	24 00
48187	12-23-13	4-16-14	Burton & Davis Co.	1 85
48200	1-31-14	4-16-14	Eugene Dietzgen Co.	3 86
48201	3-14-14	4-16-14	Wm. F. Herterich	85
48202	3-20-14	4-16-14	Munson Supply Co.	7 00
48204	2-25-14	4-16-14	H. Kohnstamm & Co	16 75
48205	2-18-14	4-16-14	H. M. Fuller	2 55
48206	1-31-14	4-16-14	H. M. Fuller	4 24
48208	3-25-14	4-16-14	Who's Who in New York	10 00
48211	1-31-14	4-17-14	Municipal Garage	23 98
48218	3-16-14	4-17-14	Krystaleid Water Co.	2 40
48220	3- 2-14	4-16-14	D. B. Pershall & Son	7 50
48225	3-18-14	4-16-14	Duparquet, Huot & Moneuse Co	1 65
48226	3- 9-14	4-17-14	Krystaleid Water Co.	2 88
48227	3-17-14	4-16-14	F. S. Webster Co	45
48230	4-17-14	2-28-14	Oriental Rubber and Supply Co., Inc	6 00
48244	3-18-14	4-16-14	Candee, Smith & Howland Co	5 88
48245	3-14-14	4-17-14	Thomas C. Dunham	14 75
48246	3-18-14	4-17-14	D. B. Pershall & Son	2 38
48248	3-19-14	4-17-14	Hull, Grippen & Co	1 00
48308	3-25-14	4-16-14	Who's Who in New York	10 00
48461	3-31-14	4-16-14	John Bellmann	3 13
48462	3-31-14	4-16-14	Conron Bros. Co.	151 20
			Commissioner of Records.	
45426	4- 9-14	4-16-14	Public Service Cup Co.	$14 00
			Department of Street Cleaning.	
47152	3-31-14	4-14-14	Ascher Detective Agency	$40 00
47153	3-31-14	4-14-14	Ascher Detective Agency	299 00
47751	3-17-14	4-15-14	Colwell Lead Co.	4 15
47756	12-12-13.12-26-13	4-15-14	The Manhattan Supply Co.	10 79
47757			Moran Towing & Transportation Co.	10 00
47899	1-16-14	4-15-14	Wells & Newton Co.	2 00
47900	3-31-14	4-15-14	A. F. Brombacher & Co	12 50
47906			N. Y. Sporting Goods Co.	3 00
47907	4- 1-14	4-15-14	The Smith-Worthington Co.	3 20
47910	2-24-14	4-15-14	Addressograph Co.	2 00
47911	2-28-14	4-15-14	Kimball Electrical Constr. Co.	2 10
			Department of Taxes and Assessments.	
45614	3-26-14	4-14-14	D. J. Darby & Co.	$25 00
			Tenement House Department.	
48468			James Cunnion, Chief Inspector	$2 00
48469	3-31-14	4-16-14	Knickerbocker Towel Supply Co.	40 50
48470	3-31-14	4-16-14	Kanouse Mountain Water Co.	29 70
48471	4- 8-14	4-16-14	C. S. Rathbun, Inspector	100 00
48472	3-31-14	4-16-14	Guarantee Typewriter Repair Co.	11 75
48473	4- 7-14	4-16-14	Tremont Taxicab Co., Inc.	7 50
48474	4-14-14	4-16-14	Henry C. Meyer	12 00
48475			John J. Murphy, Commissioner	500 00
			Board of Water Supply.	
46109		4-13-14	The Exeter Machine Works	$38,306 70
49518		4-17-14	Engineering News	10 80
49519		4-17-14	The New York Times	183 60
			Department of Water Supply, Gas and Electricity.	
46286	2-25-14. 3-10-14	4-13-14	John Fox & Co.	$5,044 49
47619		4-15-14	A. G. Halleran & Co.	580 79
47470	3- 9-14	4-16-14	Shaw-Walker Co. of N. Y.	52 60
47473	3-28-14	4-16-14	Keuffel & Esser Co.	22 61
47484	2- 1-14	4-14-14	William F. Ruddy	5 50
47489			S. Tuttle's Son & Co.	156 00
47490	1-16-14	4-16-14	S. Tuttle's Son & Co.	198 00
47491	1-19-14	4-16-14	S. Tuttle's Son & Co.	125 40
47496	4- 3-14	4-14-14	O. M. Jones	14 25
47502	4- 1-14	4-14-14	Madison Auto Co.	12 00
47503	2-11-14	4-14-14	Robert B. Russell	12 01
47504	1-23-14	4-14-14	Frank G. Baur	11 40
47505	2-21-14	4-14-14	W. & C. Sheehan	9 07
47506	2-10-14	4-14-14	Robert B. Russell	17 36
47507	3- 1-14	4-14-14	John F. O'Brien	15 27
47508	1-29-14	4-14-14	Robert B. Russell	6 52
47509	1-29-14	4-14-14	Louis Frisse	7 68
47510	1-30-14	4-14-14	Cranford Bros.	11 15
47511	2- 4-14	4-14-14	Frank G. Baur	10 51
47532		4-14-14	Miss Rose Feuerlight	8 43
48435		4-16-14	William Von Seebach	5 11
48436		4-16-14	Adolph Lievendag	4 50
47538		4-14-14	Michael F. Dalton	22 40
47539		4-14-14	Lewis Samuel	55 75
47541		4-14-14	Chas. J. Schneider, Inspector	55 72
47540		4-14-14	Joseph F. Dougherty	67 74
47542		4-14-14	Stillman Appellate Printing Co.	5 00
47780	1- 2-14	4-15-14	The Flatbush Gas Co.	15 00
47783	12-31-13	4-15-14	The Brooklyn Union Gas Co. Final	528 90
47786	2-19-14. 3-13-14	4-15-14	The Texas Co.	653 62
47790			Fred'k S. Wardwell, assignee of John Cornwell, Jr.	2,793 51
48434		4-16-14	James Von Sholly	8 00
48512			Edmond Beardsley, Chief Clerk and Auditor	32 66
48513		4-16-14	Michael J. Curren, Engineer in Charge	30 75
48514		4-16-14	A. Williamson, Mechanical Engineer	21 20
48515		4-16-14	William Hauck, Asst. Engr.	86 40
48516		4-16-14	Fred. B. Nelson, Asst. Engr.	40 10
48517		4-16-14	J. L. Pultz, Water Registrar	170 96
48518			Thomas A. Tuohy, Inspector	6 86
48519		4-16-14	Daniel A. Dixon, Inspector	26 85
48520		4-16-14	Richard McGowan, Inspector	66 70
48522		4-16-14	Michael Tallent, Inspector	41 40
48521		4-16-14	James Thompson, Inspector	71 35
48523			James F. Hayden, Inspector	36 55
48524		4-16-14	C. P. Sullivan, Asst. Engr. in Charge	18 40
48525		4-16-14	George J. Zegers, Inspector	9 80
48526		4-16-14	Thomas F. Crelly, Inspector	56 13
48527		4-16-14	Walter Lethbridge, Inspector	22 10
48528		4-16-14	Charles O. Davis, Clerk, Bureau of Water Register	2 85
48529			F. E. Hale, Director of Laboratories	4 93
48530		4-16-14	Wm. F. Laase, Asst. Engr. in Charge	43 10

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE MONDAY, APRIL 20, 1914.

A statement is herewith submitted of all vouchers filed in the Department of Finance on this date in which is shown the Department of Finance voucher number, the date or dates of the invoices or bills, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher, the dates of the earliest and latest are given.

If the vouchers are found to be correct, and properly payable to the respective claimants, it will be my endeavor to have the warrants therefor made ready for payment within the next seven days.

If any claimant within the time stated does not receive his warrant or a written notice in relation thereto, then written or verbal inquiry may be made at this office, using the Department of Finance voucher number as a ready means of reference.

WM. A. PRENDERGAST, Comptroller.

Finance. Voucher No.	Invoice Dates.	Name of Payee.	Amount.
		Board of Aldermen.	
50401		The Western Union Tel. Co.	$2 96
50402		Leo Arnstein	14 20
50403		Kanouse Mt. Water Co.	1 80
50404	2- 2-14	Eugene H. Tower	25
50405		Ralph L. Van Name	3 75
50406	4-10-14	Fallon Law Book Co	10 60
50407	4- 9-14	The Ohman Map Co., Inc.	4 75
50408	4- 4-14	The Mentor Assn., Inc.	90
50409	4-13-14	M. B. Brown Ptg. & Bdg. Co.	4 50
50410		Foster Scott Ice Co.	25 00
50411	3-25-14	Public Service Cup Co.	7 00
50412	3-31-14	Provost, Humbert & Williams	16 93
50413		The American Dist. Tel. Co.	85
50414		The Western Union Tel. Co.	5 24
50516		Thomas B. Jones	150 00
		Commissioners of Accounts.	
50305		Jas. McGinley	$393 59
50321		Mutual Towel Sup. Co.	3 10
50322	3-31-14	Kanouse Mt. Water Co.	4 20
50323	3-31-14	Foster-Scott Ice Co.	4 34
50324	3-31-14	A. A. Benedict	9 75
50325	3-31-14	The Tabulating Machine Co.	74 76
50326	4- 1-14	The Lithoprint Co.	15 84
50327		Jas McGinley	71 77
50328	4- 3-14	Keuffel & Esser Co.	6 94
		Brooklyn Public Library.	
50415		Brooklyn Public Library	$20,677 01
		Bellevue and Allied Hospitals.	
50621	9-13-13	G. & Fyre Repairing & Supply Co.	$88 07
50622	3- 4-14	Burton & Davis Co.	187 30
50623	3-16-14	F. H. Bennett Biscuit Co.	11 59
50624	3-27-14	John Bellmann	3 25
50625	3-31-14	Borden's Condensed Milk Co.	4 88
50626		V. Fiorentino	15 08
50627	3-16-14	J. F. Gylsen	112 98
50628	3-27-14	Henneberger & Herold	151 00
50629	3-31-14	P. Lawless Sons	99 25
50630	3-24-14	Chas. F. Mattlage & Sons	197 62
50631	3-17-14	N. Y. Diet Kitchen Assn.	117 46
50632	3-31-14	O. K. Bakery	3 00
50633	3-25-14	Sulzberger & Sons Co.	74 52
50634	3-23-14	H. J. Heinz Co.	28 60
50635	3-24-14	Meyer-Denker-Sinram Co.	139 00
50636	3-19-14	Henry Bainbridge & Co.	12 00
50637	3-19-14	Carragan & Tilson	3 57
50638	3-14-14	Dennison Mfg. Co.	55
50639	3-18-14	Yawman & Erbe Mfg. Co.	3 40
50640	3-18-14	Geo. Tiemann & Co.	24 34
50641		Eimer & Amend	29 90
50642		Armstrong Cork Co.	5 60
50643	3-21-14	Armour & Co.	6 00
50644	3-13-14	Jos. D. Caughey	17 50
50645	3-14-14	Farbwerke Hoechst Co.	214 00
50646	1-29-14	B. Rothblatt & Son	80 00
		Department of Bridges.	
50477	4- 1-14	The Mutual Towel Sup. Co.	$14 30
50478	3-31-14	Municipal Garage	78 94
50479	3-31-14	Municipal Garage	316 38
50480	3-31-14	Municipal Garage	75 48
50481	3-31-14	Municipal Garage	139 85
		Surrogates' Court, New York County.	
50619		William V. Leary	$30 00
50617	2-28-14	A. & W. Auburn Prison	3 50
50618	3-31-14	N. Y. Tel. Co.	30 03

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
		The Chamberlain.	
50391		N. Y. Tel. Co.	$34 97
50390		Edward M. Morgan	25 00
		Coroners, Borough of Queens.	
50620		N. Y. Tel. Co.	$21 11
		Coroners, Borough of Manhattan.	
50396		N. Y. & Bklyn Towel Sup. Co.	$6 25
50397	4- 1-14	M. Zalkowitz	4 63
50398	3-31-14	John Ferretti	4 00
50399	4- 1-14	Albert Ludorff	3 60
50400		The Globe-Wernicke Co.	3 50
50515		G. Anderson	45 89
		Department of Education.	
50333	1-26-14	Snelling & Son	$81 70
50334	2- 9-14	Silver, Burdett & Co.	40
50335	1- 8-14	John T. Stanley	42 00
50336	1-26-14	Isaac Pitman & Sons	531 50
50337	2- 6-14	Longmans, Green & Co.	23 85
50338	1-28-14	A. G. Spalding & Bros.	165 00
50339	1-17-14	Doubleday, Page & Co.	1 00
50340	1-19-14	J. B. Lippincott	4 80
50341	2-10-14	The A. S. Barnes Co.	32 00
50342	2-12-14	Rand, McNally & Co.	21 89
50343	2-11-14	Chas. E. Merill Co.	9 00
50344	2-12-14	Chas. Scribner's Sons	123 00
50345	2- 9-14	D. C. Fauss	13 50
50346	2-11-14	Albert S. Smith	6 00
50347	2-16-14	Rand, McNally Co.	407 22
50347	2-13-14	Chas. Scribner's Sons	268 16
50349	1- 8-14	A. W. Elson & Co.	1 40
50350	2-11-14	D. C. Heath & Co.	18 00
50351	2-11-14	Chas. E. Merill & Co.	96
50352	2-13-14	American Book Co.	20 40
50353	1- 2-14	The Macmillan Co.	4,081 30
50354	1-15-14	Silver, Burdett & Co.	92 40
50355	1-22-14	D. C. Heath & Co.	400 84
50356	1-26-14	Longmans, Green & Co.	63 00
50357	2- 9-14	Geo. W. Millar & Co.	116 90
50358	2- 3-14	American Lead Pencil Co.	172 16
50359	2-27-14	J. B. Lippincott Co.	94 20
50360	2-27-14	J. B. Lippincott Co.	156 24
50361	2-27-14	Little, Brown & Co.	36 92
50362	2-27-14	Little, Brown & Co.	153 64
50363	2-27-14	Rand, McNally Co.	38 00
50364	2-19-14	Houghton, Mifflin Co.	14 72
50365	2-28-14	B F. Johnson Publishing Co	16 00
50366	2-27-14	Wm. R. Jenkins Co.	73 90
50367	2-25-14	Wm. H. Sidway	12 00
50368	2-20-14	Rand, McNally Co.	1,686 84
50369	2-28-14	Henry Holt & Co.	10 92
50370	2-27-14	The Gregg Publishing Co.	5 93
50371	2-17-14	Funk & Wagnalls Co.	60 80
50372	2-27-14	The A. S. Barnes Co.	335 30
50373	2-25-14	The City History Club of New York	9 10
50374	2- 2-14	Kalt Lumber Co.	200 03
50375	2-28-14	American Book Co.	62 80
50376	3- 3-14	Cavanagh Bros. & Co.	636 30
		Department of Finance.	
50378		The Commissioners of the Sinking Fund for account of the Water Sinking Fund of The City of New York	$100,000 00
50379		The Commissioners of the Sinking Fund, Redemption of the City Debt	50,000 00
50380		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	300,000 00
50381		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	500,000 00
50382		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	250,000 00
50383		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	50,000 00
50384		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	500,000 00
50385		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	500,000 00
50386		The Commissioners of the Sinking Fund for account of the Water Sinking Fund of The City of New York	1,000,000 00
50387		The Commissioners of the Sinking Fund for account of the Sinking Fund for the Payment of the Interest on the City Debt	1,500,000 00
50388		The Commissioners of the Sinking Fund for account of the Sinking Fund for the Payment of the Interest on the City Debt	1,500,000 00
50389		The Commissioners of the Sinking Fund for account of the Sinking Fund of The City of New York	250,000 00
50423		Association for Befriending Children and Young Girls, House of the Holy Family	415 68
50424		Association for Befriending Children and Young Girls, House of the Holy Family	350 02
50425		Brooklyn Nursery and Infants' Hospital	864 41
50426		Brooklyn Nursery and Infants' Hospital	22 14
50427		Hebrew Orphan Asylum	111 06
50428		Howard Orphanage and Industrial School	50 80
50429		Howard Orphanage and Industrial School	1,839 43
50430		Howard Orphanage and Industrial School	977 04
50431		Lincoln Hospital and Home.	4,503 61
50432		The Children's Home at Mineola, N. Y.	387 50
50433		The Children's Home at Mineola, N. Y.	44 29
		Fire Department.	
50394		John Hankin & Bros.	$1,251 90
50395		D. L. Delaney	1,368 00
		Department of Health.	
50435		William Jenkins Co.	$12 00
50436	10-10-13	Agent and Warden of Sing Sing Prison	12 75
50437	3-23-14	John Wanamaker	175 75
50438	12- 6-13	Manhattan Electrical Supply Co.	26 69
50439	12-30-13	F. C. Buckhout	299 04
50440	3-11-14	A. C. Millman	75
50441	3-23-14	The Egry Register Co.	69 60
50442	3-31-14	Richard Webber	8 73
50443	3-31-14	Richard Webber	21 74
50444	3-31-14	James Feeney	6 94
50445	4- 1-14	John Menken	3 60
50446	3-18-14	Standard Oil Co. of New York	71 92
50447	3-17-14	E. G. Soltmann	3 80
50448	4- 1-14	S. Hubbs	2 04
50449	3-28-14	Standard Oxygen Co.	9 00
50450	3-16-14	Lewis Manufacturing Co.	56 25
50451		Philip Sussman	14 34
50452	2-28-14	Municipal Garage	55 26
50453	4- 1-14	Killian's Garage	51 33
50454	3-31-14	Barnhart Bros. & Spindler	62 18
50455	3-31-14	Richmond Ice Co.	1 88
50456	4- 1-14	Swinton & Co.	25 37
50457	3-27-14	G. E. Stechert & Co.	7 05
50458	3-31-14	The Tabulating Machine Co.	104 50
50459	3-19-14	Underwood Typewriter Co.	84 53
50460	3- 9-14	Syndicate Trading Co.	7 76
50461	3- 4-14	The Spencer Optical Co.	4 92
50462	3-30-14	Agent and Warden of Sing Sing Prison	41 55
50463	3-20-14	Agent and Warden of Sing Sing Prison	121 05
50464	3-14-14	Agent and Warden of Clinton Prison	10 50
50465	3-27-14	Hanlon & Goodman Co.	4 16
50466	3-26-14	I. S. Remson Mfg. Co.	24 00
50467	2-24-14	William H. Thompson	5 00
50468	4- 1-14	M. S. Brown	1 65
50469	3- 2-14	Thos. Pierce Murphy	45 25
50470	4- 1-14	Franz Benthin	2 90
50471	11- 1-13	Jamaica Water Supply Co.	30 00
50472	2-13-14	Seabury & Johnson	1 92
50473	11-29-13	W. R. Ostrander & Co.	2 10
50474	1- 6-14	A. H. Patterson	9 40
50475		Killian's Garage	3 85
50476	4- 4-14	James M. Shaw & Co.	10 93
		Commissioner of Licenses.	
50513	3-31-14	N. Y. Tel. Co.	$24 09
50514		George H. Bell	250 00
		The Mayoralty.	
50206	2-28-14	N. Y. Tel. Co.	$29 10
50207	3-31-14	N. Y. Tel. Co.	11 32
50308	4- 1-14	The Peerless Towel Sup. Co.	8 75
50309	3-26-14	D. Davis & Sons	35 00
50310	3-28-14	Stanley & Patterson	4 32
50311	3-27-14	Munson Supply Co.	3 15
50312	3-27-14	Patterson Bros.	5 75
50313	2-24-14	John Chatillon & Sons	1 50
50314	4- 2-14	Chesebro Whitman Co.	6 00
50315	3-31-14	Mutual Window Cleaning & House Renovating Co.	5 75
50316	3- 1-14	John Redfield	78 50
50317	3- 5-14	Tablet & Ticket Co.	2 50
50318		Singer Decorating Co.	75 00
50319	3-16-14	Bklyn Packard Auto Service Co., Inc.	192 00
50320		Municipal Garage	151 56
		President of the Borough of Manhattan.	
50377		Henry H. Lloyd	$883 98
		President of the Borough of Brooklyn.	
50551		Eusebio Ghelardi	$5,170 63
50552	4- 3-14	A. & W. Auburn Prison	30 00
50553	4- 9-14	The General Sup. Co.	5 00
50556	3-14-14	Thos. M. Delaney	21 67
50555	4- 1-14	Paul Ayres Co., Inc.	24 19
50556	3-14-14	Thomas M. Delaney	21 67
50557	4-14-14	The I. S. Remson Mfg. Co.	2 95
50558	4- 1-14	Wm. F. Ruddy	11 00
50559	4-11-14	Stevenson & Marsters	25 10
50560	4- 8-14	The Banks Law Pub. Co.	5 00
50561	3-31-14	Municipal Garage	20 02
50562		Stevenson & Marsters	21 00
50563	3-31-14	Municipal Garage	20 00
50564	4- 2-14	Republic Const. Co.	15 54
50565		Bureau of Highways	76 12
50566	3-31-14	Municipal Garage	7 35
		President of the Borough of Queens.	
50538		W. Scarborough	48 14
50539		William T. Hushion	1 46
50540		Charles W. Powell	6 14
50541		Henry A. Christe	136 77
50542		Frederick B. George	41 85
50543		Francis X. Duer	38 25
50544		Frederick H. Shepheard	3 25
50545		Thomas J. Lynch	6 09
50546		Andrew Hayslip	7 50
50547		Joseph P. Burns	96
50548		Heilbut & Kleefeld	21 00
50549		Fred L. Klee	27 75
50550		Clifford B. Moore	40 98
		President of the Borough of Richmond.	
50567	3-18-14	The Monon Sup. Co., Inc.	90 00
50568	4- 1-14	The Standard Oil Co. of New York	77 76
50569	3-20-14	A. & W. Auburn Prison	122 70
50570	3-27-14	Turner Halsey Co.	42 00
50571	2- 6-14	Duparquet, Huot & Moneuse Co.	22 00
50572	3-31-14	Jas. Thompson & Sons	9 57
50573	3-31-14	Standard Elec. Time Co.	37 50
50574		Henry Wintermeyer	24 00
50575	4- 1-14	Edward Wisely & Son	30 00
50576	4- 1-14	M. J. Halloran	7 00
50577	3-13-14	Jas. Thompson & Sons	66 88
50578	3-30-14	Summers Supply Co.	6 00
50579	4- 1-14	Schutte Bros.	1 55
50580	3-31-14	Jas. Thompson & Sons	20 00
50581	3-31-14	Jas. Thompson & Sons	92 68
50582		President, Borough of Richmond	24 60
50583	3-31-14	E. J. O'Connor	2 50
50584	3-31-14	E. J. O'Connor	3 50
50586		Richmond Ice Co.	950 45
50587		Anton Maistelman	2 35
50588		John G. Hanson	2 92
50589		John Watters	2 56
50590		John Field	7 14
50591		Emil Sevenhaar	5 37
50592	2-16-14	Chas. Deved	350 00
50593	3-28-14	John E. Donovan	5 08
50564	1-31-14	John E. Donovan	21 14
50595	3- 3-14	Richard Lamb	5 58
50596	3- 3-14	S. Bleiman	1 80
50597	3-31-14	Wm. S. Van Clief	11 50
50598	4- 7-14	Granite Motor Car Co.	6 00
50599	4- 1-14	Granite Motor Car Co.	30 00
50600	3-31-14	Keuffel & Esser Co.	29 69
50601	3-31-14	Wm. S. Van Clief	20 00
50602		Staten Island Supply Co.	44 19
50603	4- 1-14	W. H. Johnson	60 00
50604	3-18-14	Fredk Burger & Sons	44 00
50605	4- 1-14	Fredk Burger & Son	18 75
50606	3-24-14	Dennis McCarthy	15 50
50607		Killian's Garage	6 00
50608		H. W. Koenig	22 85
50609	2-17-14	Expanded Metal Eng. Co.	20 16
50610	1-22-14	Nanz Clock Co.	6 11
50611	3- 6-14	The E. Howard Clock Co.	6 38
50612	2-28-14	F. H. Van Duzer	5 50
05613		C. F. Malcolm	97 50
50614	3-30-14	The Monon Sup. Co., Inc.	20 80
		Department of Public Charities.	
50647		John F. Dalton	$13,275 00
50648		Frank J. Helmle	369 66
50649		Frank J. Helmle	553 12
50650		Thos. McKeown, Inc.	12,083 50
		Queens Borough Public Library.	
50416		Geo. C. Dickel, Treasurer	$7,510 10
50417		Geo. C. Dickel, Treasurer	8,363 89
		Department of Water Supply, Gas and Electricity.	
50517		N. I. Clarkin	$2 50
50518		M. P. Walsh	48 00
50519		J. P. S. Honey	51 00
50520		A. Williamson	7 18
50521		Fred B. Nelson	31 89
50522		R. L. Blake	158 34
50523		Wm. Hauck	4 30
50524		M. P. Walsh	8 75
50525		Wm. T. Wallace	123 50
50526		N. I. Clarkin	38 88
50527		J. H. Burke	93 18
50528		Matthew J. Rhodes	13 66
50529		Hugh F. McLaughlin	26 15
50530		Geo. Sheridan	42 90
50531		Wm. R. Birdsley	69 81
50532		John W. Huntley	31
50533		People's Trust Co. of Bklyn, assignee of Murphy Bros.	595 45
50534		Jos. A. Ryan	28 80
50535		Harold H. Havill	34 45
50536		Wm. A. Drew	43 84
50537		Jas. A. Swayne	7 31

Department of Public Charities.

Report for the week ending April 11, 1914:

Appointed—Hospital Helpers: Ahearn, Charles, $300; Apostol, George, $420; Blessman, Arno, $240; Bornbusch, Frederick, $240; Bowman, Dr. Stewart, $240. Attendant: Brandt, Anna M., $360. Hospital Helpers: Breen, Aidan E., $240; Brennan, Louise, $180; Brock, Anna V., $300; Brown, Abraham, $240; Brown, Mortimer, $240; Cahill, Lewis, $240; Carr, Sherley O., $240. Attendant: Carroll, Maria, $360. Hospital Helper: Carstenson, Catherine, $240. Attendant: Clarke, Agnes, $360. Hospital Helpers: Clifford, Guy F., $300; Cohaskey, Tessie, $240; Cohen, Bertha, $240; Comstock, Dr. Albert, $300; Confrey, Elizabeth, $240; Cox, Michael, $240; Crawford, James, $180; Creigle, John E., $300; Culhane, Mary, $240; Curry, May, $240; Dazen, Katherine, $240; Dee, Patrick, $300; Damm, Richard, $180; Davis, Thomas, $180; Delaney, Geo., $180; Dempsey, Maggie, $180; Dewey, John H., $240; Donegan, Edw. F., $240; Donohue, Mary, $240; Dwyer, Annie (reappointed), $180; Farrell, Marian, $240; Finley, Kate, $180; Fitzsimmons, Phillip, $180; Flynn, William, $240; Fullen, Harry, $240; Garvey, Florence, $240; Gaskin, Annie, $480; Germain, Peter, $240; Glennon, Thomas, $180; Gloystein, Walter, $240; Grace, Rose M., $180; Greenwood, John, $180; Hallahan, John J., $240; Hammond, Emma, $360; Harrison, John, $180; Haywood, William, $180; Hennessey, John, $180; Heppenheimer, Henry, $180. Attendant: Hernandez, Nora, $360. Hospital Helpers: Higgins, Mary E., $360; Hughes, Michael F., $180; Imrie, Margaret E., $360; Jackson, Edward, $180; Kaiser, John F., $240; Kenealy, Eliza, $240; Landstrom, Victor E., $360; Lawrence, Thomas, $240; Legg, Agnes, $192; Little, David, $180; Logan, Harry J., $180. Trained Nurse: MacDonald, Jean L., $600. Hospital Helpers: Maher, William, $180; Malloy, Philip J., $240; Mayer, Mary A., $240; Mayer, Wm., $300; Miller, Jos., $180. Bookkeeper (temporary, emergency): Robt. B. Miller, $1,200. Hospital Helpers: Mogensen, Gerda, $240; Mullen, J., $240; Muller, Arnold, $240; Mulready, Jos., $240; Mure, Matthew, $240; Murphy, John, $180; Murray, John, $240; McCarthy, Edward, $180; McConnell, Thos., $180; MacDermott, John, $180. Attendant: McDonnell, James, $360. Hospital

Helpers: McEniry, David, $180; McEvoy, Mary E., $240; McGowan, John M., $180; McHugh, May F., $240; McKinney, Elva C., $360; McLaughlin, Peter, $180; McMahon, Martha, $180; McMahon, Thomas, $240; McNally, Peter, $240; McNamara, Annie, $180; Nugent, Algernon, $240; O'Brien, Mary, $240; O'Donnell, Joseph, $180; O'Gorman, Marie, $240. Attendant: O'Neill, Mary, $360. Hospital Helpers: Owens, William, $180; Page, Frank L., $180; Parker, Dr. Garner, $300; Perry, Harry, $240. Trained Nurse: Peters, Lela G., $600. Peterson, Hilda, $240; Polinsky, Henry, $480. Attendant: Reilly, Annie, $360. Hospital Helpers: Reynolds, Annie, $180; Riley, Lizzie, $180; Roach, John, $180; Roblee, Lawrence H., $360; Roche, James F., $240; Rodgers, William, $180; Roe, George, $180; Ross, John E., $180; Schaffer, Helen, $240; Schlag, Hannah, $300; Schuster, Charles, $240; Seaman, Bridget, $180; Simmons, Elta G., $480; Smith, Patrick E., $180. Driver: Spaulding, Alexander, $500. Hospital Helpers: Stall, Annie E., $180; St. Angelo, Louise, $240; Sullivan, Hannah, $180; Sullivan, Mary, $180; Sullivan, Timothy, $180; Taft, Violet, $180; Taylor, Edward, $180; Taylor, Michael, $360; Torbyn, Anna, $240; Trolan, Alice V., $180; Umbercant, Minine, $180. Bookkeeper (temporary, emergency): Van Glahn, Wm. B., $1,200. Hospital Helpers: Webb, William S., $180; West, Marion J., $240; White, Rosa E., $240; William, Dr. Frank J., $240; Williams, Dr. John C., $360; Wilmot, Grace, $216.

Resigned—Hospital Helpers: Ashley, Edward, $240; Burns, Mark, $300; Carr, Sherley O., $240; Cahill, Lewis, $240; Chapman, Thomas H., $240; Cohaskey, Tessie, $240; Corcoran, Mary J., $240; Cox, Michael, $240; Coyle, Theresa, $240; Davis, Florence, $240; Dooley, Patrick, $240; Eumurian, Daniel, $240; Fitter, Eugene, $240; Gerhard, William, $240; Glennon, Thomas, $180; Hammill, Bernard, $180; Hammond, Emma, $360; Healy, Delia, $240; Hennessey, John, $180; Hogan, Chris., $240; Holden, James, $240; Keegan, William, $240; Lauders, Maurice, $240; Lawrence, Thomas, $240; Jackson, Edward, $180; Mahoney, Mary, $240; McCabe, John, $240; McCarthy, James, $180; McDermott, William, $240; McDonald, William, $240; McMahon, Mary, $480; McMann, Robert S., $180; McWeeney, Jennie, $240; McWeeney, May, $240; Noonan, Margaret, $240; Peyton, Annie, $180; Pierce, George S., $240; Toomey, Patrick, $240; West, Marion J., $240; Wilmot, Grace, $216; Williams, George A., $180.

Dropped—Hospital Helpers: Brennan, Louise, $180; Dalton, Michael, $240; Delaney, George, $180; Dunn, Patrick, $180. Ambulance Driver: Dwyer, Francis H., $500. Hospital Helpers: Fischer, William, $240; Hanley, John E., $180; Howlett, Minnie, $240; Hughes, Michael F., $180; Kennedy, Frank J., $240; Lally, Peter J., $240; Linguard, John L., $180; Lorentz, Wm., $300; Martin, William, $240; Mure, Matthew, $240; McGuire, Philip, $240; Quinn, John, $240; Roe, George, $180; Ryan, John J., $240; Schaffer, Helen, $240; Scott, Richard, $180; Smith, Patrick E., $180.

Promoted—Hospital Helpers: Bennett, Harry, from $300 to $360; Dooris, John, from $300 to $360; Duke, Chas. F., from $420 to $600; Ebitsch, Christopher, from $180 to $240; Fittinghoff, F. W., from $240 to $300; Johnson, Samuel, from $300 to $360; Judge, Annie, from $180 to $240; Kline, Albert, from $120 to $180; Miller, Chas. A., from $300 to $360; Page, Frank L., from $180 to $240; Weibach, William, from $300 to $360.

Title Changed—Hospital Helpers to Attendants: Bennett, Harry, $360; Miller, Charles A., $360; Weibach, William, $360.

J. McKEE BORDEN, Secretary.

Department of Docks and Ferries.

Abstracts of Transactions.

Week Ended March 14, 1914.

Permits Granted—P. H. Doherty, berth at north side of Rivington st. pier, East River; $7.50 per day. Lenox Sand and Gravel Company, 100 feet of bulkhead space between 157th and 158th sts., North River; $1,000 per annum. Joseph C. Rauscher, space foot of Voorhees lane, Sheepshead Bay; $2.50 per month. United States Realty and Improvement Company, Gansevoort Market Pier, middle, North River; $10,000 per annum.

Leases—Delaware, Lackawanna and Western Railroad Company, Pier 26, East River, with platforms east and west; rental for first ten years $30,781.23 per annum, and for renewal term of ten years 10 per cent. advance. George Dressler, bulkhead property at Fleeman ave., Wallabout Basin; for a term of five years and 5 months from March 1, 1914, at a rental of $2,500 per annum, and for renewal term of ten years at an advance of 10 per cent. advance. Interborough Rapid Transit Company, portion of the W. 58th st. pier; for a term of 10 years from October 9, 1913, at a rental of $16,500 per annum, with privilege of three renewals of 10 years each, at advances of 10 per cent. each on preceding term. Quebec Steamship Company, Pier (new) 47, North River, with certain bulkhead property, for term of years from April 1, 1914, to Oct. 25, 1914, at a rental of $25,000 per annum, with privilege of renewal term of ten years at an advance of 7½ per cent. in the rental. Eastern Steamship Corporation, Pier (new) 19, North River, for a term of ten years from December 1, 1914, at a rental of $38,330 per annum, with 27½ cents per square foot per annum for land under water to be covered by extension, and 5½ per cent. on the cost of said extension. Jacob Ruppert, bulkhead on westerly side of 2d ave., Harlem River, Manhattan, for five years from May 1, 1914, at a rental of $1,200 per annum. Central Delivery Company, pier foot of E. 35th st., East River; for five years from May 1, 1914, at a rental of $5,000 per annum. Baltimore & Ohio Railroad Company, Pier (new) 22, North River, with property north and south, for ten years from January 1, 1914, at a rental of $63,472.12, with 27½ cents per square foot per annum for the land under water covered by extension. Tidewater Paper Mills Company, property between 28th and 30th sts., Brooklyn, for a term of ten years from May 1, 1913, at a rental of $6,000 per annum, for first five years, and for second five years by agreement.

Contracts—Contract 1413, Classes 1 and 2, for extending Pier 45, North River, and for rip rap, was awarded to the Riverside Contracting Company.

Payrolls for week ended March 12, 1914, amounted to $32,487.01.

The sum of $47,630.32 received and deposited.

Open market orders issued, $1,036.95.

R. A. C. SMITH, Commissioner of Docks.

Week Ended March 21, 1914.

Permits Granted—Frederick Thompson, Lot 17 of Block 43, at Broad Channel; $39 per annum. West Side Hoisting Company, berth on south side of W. 56th st. pier; $1,562.50 per annum. Meade Transfer Company, bulkhead between Piers old 1 and new 1, North River; $1,650 per annum. Bert McLaughlin, pile runway and float on south side of Emmons ave., Sheepshead Bay, Brooklyn; $5 per month. Cunard Steamship Company, temporary extension to Pier 54, North River; $1 per annum. M. J. Sheehy, berth on north side of W. 55th st. pier; $1,562.50 per annum.

Permits Revoked—New York Ship News Reporters' Association, office at Manhattan Terminal of Staten Island Ferry, as of February 1, 1914. Commissioner of Immigration, platform space at the Battery.

The sum of $93,622.38 received and deposited.

Payrolls for the week ended March 19, 1914, amounted to $32,253.62.

Open market orders issued, $2,171.56.

R. A. C. SMITH, Commissioner of Docks.

Week Ended March 28, 1914.

Permits Granted—Merchants Steamboat Company, land steamers at the Battery wharf; $5 per day for each boat. Captain John P. Roberts, land steamers at Battery wharf; $3 per day for each boat. Hippolytte Goemans, Lot 5 Block 6, at Broad Channel; $36 per annum. Edward Harrison, Lot 5 of Block 4a and Lot 6a of Block 4a, at Broad Channel; $30.60 per annum. F. J. Robinson, Lot 2 of Block 27, at Broad Channel; $23.10 per annum. P. Geier, platform north of Fort Washington Park, North River; $5 per month. George M. Beyer, boathouse and float north of Fort Washington Park, North River; $100 per annum. Richard Carvel Company, Inc., pier foot of E. 136th st., East River, The Bronx; $2,500 per annum. Jerrold L. Ortega, Lot 24a of Block 43, at Broad Channel; $15.96 per annum.

Permits Revoked—Hagedorn Bros., ice bridge, etc., foot of E. 106th st., as of date of issue. Manhattan Sand Company, space on marginal street at W. 51st st., North River, as of April 1, 1914.

The sum of $39,754.60 received and deposited.

Payrolls for week ended March 26, 1914, amounted to $32,898.35.

Open market orders issued, $2,071.74

R. A. C. SMITH, Commissioner of Docks.

Week Ended April 4, 1914.

Permits Granted—Dominick Olagner, five summer houses foot of Sheepshead Bay road, Sheepshead Bay; $100 per annum for City property occupied. Bethlehem Orphan Asylum, landing for steamer, June 4; $5. Andrew C. Iversen, land motor boat at the Battery Landing; $1 per day. M. Blasius, land fishing boat at the Battery; $3 per day. Alphonsus L. Poole, float west of Poole's lane, Sheepshead Bay; $5 per month. Joseph Sehy, Lot 433 of Block 28, at the Raunt, Jamaica Bay; $36 per annum. William A. Winter, south half of bulkhead between E. 62d and 63d sts., East River, Manhattan; $1,200 per annum. Norton & Gorman Contracting Company, loading cellar dirt on scows at pier foot of Washington st., Brooklyn; $5 per day. Mrs. S. Elkind, news stand on marginal street foot of W. 130th st.; $2 per month. Frank Stoehr, Lot 1 of Block 19, at the Raunt, Jamaica Bay; $33 per annum. Z. Thurston, Lot 7 of Block 20, at Broad Channel, Jamaica Bay; $33 per annum. Iron Steamboat Company of New Jersey, south side of the W. 129th st. pier; $500 per month. W. H. Wallbaum, Lot 6 of Block 102, at Broad Channel; $26.10 per annum. Joseph Morson, space foot of E. 23d st., Sheepshead Bay; $300 per annum. Geo. W. Koerner, Lot 25 of Block 45, at Broad Channel, Jamaica Bay; $21.30 per annum. John W. Engel, Lot 8 of Block 102, at Broad Channel, Jamaica Bay; $29.10 per annum.

Permits Revoked—Central Delivery Co., storage space between Pier 46 and 48, North River, as of March 31, 1914. Otto Stegemann, 150 feet of the south half of the pier foot of E. 62d st., East River, as of March 31, 1914. Central Delivery Company, space between Piers 4 and 5, East River, for building material, as of March 31, 1914.

Leases—Long Island Railroad Company, 7,356 square feet of land under water foot of E. 34th st., for ten years from April 1, 1914, at a rental of 27½ cents per square foot per annum, with privilege of renewal for a further term of 10 years at an advance of 10 per cent. Munson Steamship Line, land under water between Piers 9 and 10, East River; terminating November 1, 1917, at a rental of 27½ cents per square foot per annum, with a renewal term of 10 years at an advance of 10 per cent in the rental.

Payrolls for the month of March, 1914, amounted to $90,174.51, and for week ended April 2, 1914, $32,488.07.

The sum of $78,250.53 received and deposited.

Open market orders issued, $4,086.74.

R. A. C. SMITH, Commissioner of Docks.

Department of Parks.

Abstract of proceedings of Park Board for week ending April 11, 1914.

Stated meeting, April 9th, 3 p.m.

Present—Commissioners Ward (President), Whittle, Ingersoll, Eliot.

Sealed bids were presented for furnishing and delivering refined coal tar for parks, The Bronx.

The minutes of the previous meeting were read and approved.

Contracts Awarded—1, furnishing and delivering lumber, Department of Parks, Manhattan; 2, furnishing and delivering coarse sand grits, The Bronx; 3, furnishing and delivering broken stone and screenings, The Bronx; 4, furnishing and delivering all labor and materials for constructing, etc., sea wall along Shore road, etc., Brooklyn.

Contracts Executed—1, April 7th, the Marble Arch Company, 216th st. and Broadway, for completing abandoned contract, additions F and G, etc., Brooklyn Institute of Arts and Sciences, Brooklyn; amount, $120,900; sureties, Massachusetts Bonding and Insurance Company and National Surety Company. 2. April 7th, George H. Storm & Co., 72d st. and East River, lumber, American Museum of Natural History, Manhattan; amount, $1,653.25; surety, the U. S. Fidelity and Guaranty Company. 3. April 8th, William Young, 448 W. 36th st., top soil, etc., McCarren Park, Brooklyn; amount, $2,523; surety, American Surety Company of New York.

Special Meeting, April 10, Friday, 5.45 p. m.

(Called for the purposes of electing a Secretary and transacting such other business as may be presented.)

Present—Commissioners Ward (President), Whittle, Ingersoll, Eliot.

Reading of the minutes of the previous meeting was dispensed with.

Commissioner Ward offered the following:

Resolved, That Louis W. Fehr be and he hereby is appointed Secretary of the Park Board at a salary of $4,000 a year.

Which was adopted by the following vote: Ayes—Commissioners Ward, Whittle, Ingersoll, Eliot—4.

On motion, at 6.30 p. m., the Board adjourned.

CLARENCE L. HILL, Acting Secretary.

Borough of Richmond.

Bureau of Buildings.

Report for the week ending April 11th, 1914:

Plans filed for new buildings (estimated cost, $47,702), 32; plans filed for alterations (estimated cost, $7,750), 12; plans filed for plumbing (estimated cost, $5,060), 20; new buildings estimated, 26; alterations estimated, 5; construction inspections made, 458; plumbing and drainage inspections made, 97; iron and steel inspections made, 44; public dance halls inspected for license, 2; amusement places inspected for license, 3; violations of law reported, 2; violations notices issued, 2; unsafe buildings reported, 1; unsafe building notices issued, 1; permits granted for moving buildings, 1; permits granted for demolition of buildings, 3; modifications of the law allowed as regards concrete footings under foundations, 10.

JOHN SEATON, Superintendent.

Changes in Departments, Etc.

DEPARTMENT OF FINANCE.

Transferred—John J. Marquart, Clerk, office of the City Paymaster, to the Board of Estimate and Apportionment (Bureau of Standards., taking effect as of April 16, 1914. Joseph V. Cunneen, Clerk, Auditing Bureau, Division of Disbursements, to the Department of Education (Bureau of Supplies), taking effect as of April 20, 1914. John J. Conlin, Clerk, Queens office, Bureau for the Collection of Assessments and Arrears, to the office of the President, Borough of Manhattan, taking effect as of April 18, 1914.

Services Ceased—Harry Riegel, temporary Clerk, Bronx office, Bureau for the Collection of Assessments and Arrears, taking effect as of the close of business April 16, 1914.

Appointed—Margaret B. Regan, 383 Madison st., Brooklyn, Adding and Billing Machine Operator, at $900 per annum, in the Bureau for the Collection of Taxes, taking effect as of April 17, 1914. Charlotte Epstein, 281 Edgecombe ave., New York, Stenographer and Typewriter, at $1,200 per annum, in the Law and Adjustment Division, taking effect April 15, 1914. Julia A. McGowan, 247 E. 4th st., Brooklyn, Stenographer and Typewriter, at $1,200 per annum, in the Law and Adjustment Division, taking effect April 20, 1914. Norah E. Dawson, 3151 Broadway, New York, Stenographer and Typewriter, at $750 per annum, taking effect April 20, 1914.

DEPARTMENT OF PARKS.

Manhattan and Richmond.

Appointed—School Farm Attendants at $3 per day: Kate J. Giblin, 1048 Boston road; Julia L. Engel, 2767 Marion ave.

Laborers at $2.50 per day—April 15, 1914: Michael J. Cleary, 320 E. 57th st.; April 16, 1914: Nicola Vacca, 57 Eldridge st.

Temporary Appointment (for five days)—From April 17, 1914: Gustave Egenolf, Carpenter, 1422 Minford place, $5 per day.

Services Ceased—Patrick F. Gilroy, Laborer, 35 W. 83d st.; Minna R. Streich, School Farm Attendant, 205 2d ave., both to take effect April 13, 1914.

OFFICIAL DIRECTORY

Unless otherwise stated, the Public Offices of the City are open for business from 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 noon.

CITY OFFICES.

MAYOR'S OFFICE.
City Hall. Telephone, 8020 Cortlandt.
John Purroy Mitchel, Mayor.

Bureau of Licenses.
57-59 Centre st. Telephone, 2030 Worth.
Julian Rosenthal, Chief of Bureau.

Bureau of Weights and Measures.
City Hall. Telephone, 4334 Cortlandt.
John L. Walsh, Commissioner.

COMMISSIONERS OF ACCOUNTS.
Municipal Building. Telephone, 4315 Worth.
James McGinley, Acting Commissioner.

BOARD OF ALDERMEN.
City Hall, 10 a. m. to 4 p. m. Saturday, to 12 m. Telephone, 7560 Cortlandt.
P. J. Scully, Clerk.

President of the Board of Aldermen.
City Hall. Telephone, 6725 Cortlandt.
George McAneny, President.

BOARD OF AMBULANCE SERVICE.
300 Mulberry st. Ambulance Calls—3100 Spring. Administration Offices—7586 Spring.
D. C. Potter, Director.

ARMORY BOARD.
Hall of Records. 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 3900 Worth.
C. D. Rhinehart, Secretary.

ART COMMISSION.
City Hall. Telephone, 1197 Cortlandt.
John A. Mitchell, Secretary.

BOARD OF ASSESSORS.
320 Broadway. Telephone, 29 Worth.
Alfred P. W. Seaman, Chairman.
St. George B. Tucker, Secretary.

BELLEVUE AND ALLIED HOSPITALS.
26th st. and 1st ave. Telephone, 4400 Madison square.
Dr. John W. Brannan, President.
J. K. Paulding, Secretary.

DEPARTMENT OF BRIDGES.
Municipal Building, 18th floor. Telephone, 380 Worth.
F. J. H. Kracke, Commissioner.
BUREAU OF THE CHAMBERLAIN.
Municipal Building, 8th floor. Telephone, 4270 Worth.
Henry Bruere, Chamberlain.
CHANGE OF GRADE DAMAGE COMMISSION.
280 Broadway. 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 3254 Worth.
Lamont McLoughlin, Clerk.
CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.
City Hall. 10 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 7560 Cortlandt.
P. J. Scully, City Clerk.
BOARD OF CITY RECORD.
Supervisor's office, Municipal Building, 8th floor. Distributing Division, 96 Reade st. Telephone, 3490 Worth.
David Ferguson, Supervisor.
DEPARTMENT OF CORRECTION.
Municipal Building, 24th floor. Telephone, 1610 Worth.
Katharine B. Davis, Commissioner.
DEPARTMENT OF DOCKS AND FERRIES.
Pier "A," N. R. Telephone, 300 Rector.
R. A. C. Smith, Commissioner.
DEPARTMENT OF EDUCATION.
Board of Education.
Park ave. and 59th st. Telephone, 5580 Plaza.
Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in July, and the second and fourth Wednesdays in every month, except July and August.
Thomas W. Churchill, President.
A. Emerson Palmer, Secretary.
BOARD OF ELECTIONS.
General office and office of the Borough of Manhattan, Municipal Building, 18th floor. Telephone, 1307 Worth.
J. Gabriel Britt, President.
Moses M. McKee, Secretary.
Other Borough Offices.
The Bronx.
368 E. 148th st. Telephone, 336 Melrose.
Brooklyn.
435-445 Fulton st. Telephone, 693 Main.
Queens.
64 Jackson ave., Long Island City. Telephone, 3375 Hunters Point.
Richmond.
Borough Hall, New Brighton, S. I. Telephone, 1000 Tompkinsville.
All offices open from 9 a. m. to 4 p. m. Saturday, to 12 m.
BOARD OF ESTIMATE AND APPORTIONMENT.
Office of the Secretary.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Joseph Haag, Secretary.
Office of the Chief Engineer.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Bureau of Franchises.
277 Broadway. Telephone, 4563 Worth.
Standard Testing Laboratory.
125 Worth st. Telephone, 3088 Franklin.
Efficiency and Budget Advisory Staff.
51 Chambers st. Telephone, 1684 Worth.
Bureau of Standardization of Supplies.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Bureau of Contract Supervision.
Municipal Building, 13th floor. Telephone, 4560 Worth.
BOARD OF EXAMINERS.
Municipal Building, 20th floor, 9 a. m. to 4 p. m. Saturday, to 12 m. Telephone, 3280 Worth.
Board meets every Tuesday at 2 p. m.
Edward V. Barton, Clerk.
DEPARTMENT OF FINANCE.
Municipal Building, 5th floor. Telephone, 1200 Worth.
William A. Prendergast, Comptroller.
FIRE DEPARTMENT.
157 East 67th st. Telephone, 640 Plaza.
Brooklyn, 365 Jay st. Telephone, 2653 Main.
Robert Adamson, Commissioner.
DEPARTMENT OF HEALTH.
Centre and Walker sts., Manhattan. Telephone, 6280 Franklin.
Burial Permit and Contagious Disease offices always open.
Bronx, 3731 Third ave. Brooklyn, Flatbush ave., Willoughby and Fleet sts. Queens, 372 Fulton st., Jamaica. Richmond, 514 Bay st., Stapleton.
S. S. Goldwater, Commissioner.
Eugene W. Scheffer, Secretary.
BOARD OF INEBRIETY.
300 Mulberry st. Telephone, 7116 Spring.
Board meets first Wednesday in each month at 3 o'clock.
Charles Samson, Secretary.
LAW DEPARTMENT.
Office of Corporation Counsel.
Main office, Hall of Records. Telephone, 4600 Worth.
Brooklyn office, 153 Pierrepont st. Telephone, 2948 Main.
Frank L. Polk, Corporation Counsel.
Bureau of Street Openings.
Main office, Municipal Building, 15th floor. Telephone, 1380 Worth.
Brooklyn office, 166 Montague st. Telephone, 5916 Main.
Queens office, Municipal Building, Long Island City. Telephone, 3886 Hunters Point.
Bureau for the Recovery of Penalties.
Municipal Building, 15th floor. Telephone, 3460 Worth.
Bureau for the Collection of Arrears of Personal Taxes.
Municipal Building, 17th floor. Telephone, 4585 Worth.
Tenement House Bureau and Bureau of Buildings.
Municipal Building, 15th floor. Telephone, 1620 Worth.
COMMISSIONER OF LICENSES.
277 Broadway. Telephone, 2828 Worth.
George H. Bell, Commissioner.
METROPOLITAN SEWERAGE COMMISSION.
17 Battery place. Telephone, 1694 Rector.
George A. Soper, President.
James H. Fuertes, Secretary.
MUNICIPAL CIVIL SERVICE COMMISSION.
Municipal Building, 14th floor. Telephone, 1580 Worth.
Henry Moskowitz, President.
Frank A. Spencer, Secretary.
MUNICIPAL EXPLOSIVES COMMISSION.
157 East 67th st. Telephone, 640 Plaza.
Meetings at call of Fire Commissioner.
DEPARTMENT OF PARKS.
Arsenal, Central Park. Telephone, 7300 Plaza.
Cabot Ward, Commissioner, Manhattan and Richmond.
Borough of Brooklyn.
Litchfield Mansion, Prospect Park, Brooklyn. Telephone, 2300 South.
Raymond V. Ingersoll, Commissioner.
Borough of The Bronx.
Zbrowski Mansion, Claremont Park. Telephone, 2640 Tremont.
Thomas W. Whittle, Commissioner.
Borough of Queens.
The Overlook, Forest Park, Richmond Hill, L. I. Telephone, 2300 Richmond Hill.
Walter G. Eliot, Commissioner.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.
Municipal Building, 24th floor. Telephone, 1610 Worth.
Thomas R. Minnick, Secretary.
PERMANENT CENSUS BOARD.
114 East 47th st. Telephone, 3591 Murray Hill.
George H. Chatfield, Secretary.
EXAMINING BOARD OF PLUMBERS.
Municipal Building, 8th floor. Telephone, 1268 Worth.
J. A. Glendinning, Clerk.
POLICE DEPARTMENT.
240 Centre st. Telephone, 3100 Spring.
Arthur Woods, Commissioner.
DEPARTMENT OF PUBLIC CHARITIES.
Principal office, Municipal Building, 10th floor. Telephone, 4440 Worth.
Brooklyn and Queens, 327 Schermerhorn st., Brooklyn. Telephone, 2977 Main.
Bureau of Dependent Adults, Pier, foot of East 26th st. Telephone, 7400 Madison Square. The Children's Bureau, 124 East 50th st. Telephone, 7400 Madison Square.
Borough of Richmond, Borough Hall, St. George, S. I. Telephone, 100 Tompkinsville.
John A. Kingsbury, Commissioner.
PUBLIC RECREATION COMMISSION.
Municipal Building, 8th floor. Telephone, 1471 Worth.
Meeting every second Tuesday at 2.30 p. m.
Cyril H. Jones, Secretary.
PUBLIC SERVICE COMMISSION.
154 Nassau st., Manhattan. 8 a. m. to 11 p. m. every day, including holidays and Sundays. Telephone, 4150 Beekman.
Edward E. McCall, Chairman.
Travis H. Whitney, Secretary.
BOARD OF REVISION OF ASSESSMENTS.
Municipal Building, 7th floor. Telephone, 1200 Worth.
John Korb, Chief Clerk.
COMMISSIONERS OF SINKING FUND.
Office of Secretary, Municipal Building, 7th floor. Telephone, 1200 Worth.
John Korb, Secretary.
DEPARTMENT OF STREET CLEANING.
Municipal Building, 12th floor. Telephone, 4240 Worth.
John T. Fetherston, Commissioner.
DEPARTMENT OF TAXES AND ASSESSMENTS.
Hall of Records. 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 3900 Worth.
Lawson Purdy, President.
C. Rockland Tyng, Secretary.
TENEMENT HOUSE DEPARTMENT.
Manhattan and Richmond office, Municipal Building, 19th floor. Telephone, 1526 Worth.
Brooklyn and Queens office, 503 Fulton st., Brooklyn. Telephone, 3825 Main.
Bronx office, 391 East 149th st. Telephone, 107 Melrose.
John J. Murphy, Commissioner.
BOARD OF WATER SUPPLY.
Municipal Building, 22d floor. Telephone, 3150 Worth.
Charles Strauss, President.
W. Bruce Cobb, Secretary.
DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Municipal Building, 23d, 24th and 25th floors. Telephones: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.
Brooklyn, Municipal Building, Brooklyn. Bronx, Tremont and Arthur aves. Queens, Municipal Building, Long Island City. Richmond, Municipal Building, St. George.
William Williams, Commissioner.

BOROUGH OFFICES.

BOROUGH OF THE BRONX.
President's office, 3d ave. and 177th st. Telephone, 2680 Tremont.
Douglas Mathewson, President.
BOROUGH OF BROOKLYN.
President's office, Borough Hall. Telephone, 3960 Main.
Lewis H. Pounds, President.
BOROUGH OF MANHATTAN.
President's office, 17th floor, Municipal Bldg.
Commissioner of Public Works, 21st floor, Municipal Building.
Assistant Commissioner of Public Works, 20th floor, Municipal Building.
Bureau of Highways, 21st floor, Municipal Building.
Bureau of Public Buildings and Offices, 20th floor, Municipal Building.
Bureau of Sewers, 21st floor, Municipal Bldg.
Bureau of Buildings, 20th floor, Municipal Building.
Telephone, 4227 Worth.
Marcus M. Marks, President.
BOROUGH OF QUEENS.
President's office, Borough Hall, Long Island City. 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 5400 Hunters Point.
Bureau of Public Buildings and Offices, Town Hall, Flushing, L. I. Telephone, 1740 Flushing.
Maurice E. Connolly, President.
BOROUGH OF RICHMOND.
President's office, New Brighton, Staten Island. 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 1000 Tompkinsville.
Charles J. McCormack, President.
CORONERS.
Manhattan, 70 Lafayette st. Open at all hours of the day and night. Telephone, 5057 Franklin.
Bronx, Arthur and Tremont aves. Telephone, 1250 Tremont. 8 a. m. to midnight, every day.
Brooklyn, 236 Duffield st. Telephone, 4004 Main. Open at all hours of the day and night.
Queens, Town Hall, Jamaica, L. I. 9 a. m. to 10 p. m.; Sundays and holidays, 9 a. m. to 12 m.
Richmond, 175 Second st., New Brighton. Open at all hours of the day and night.

COUNTY OFFICES.

Unless otherwise stated, the County offices are open for business from 9 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 noon.

NEW YORK COUNTY.

COUNTY CLERK.
County Court House. Telephone, 5388 Cortlandt.
William F. Schneider, County Clerk.
DISTRICT ATTORNEY.
Criminal Courts Building, 9 a. m. to 5.15 p. m.; Saturday, to 12 m. Telephone, 2304 Franklin.
Charles S. Whitman, District Attorney.
COMMISSIONER OF JURORS.
280 Broadway. Telephone, 241 Worth.
Thomas Allison, Commissioner.
PUBLIC ADMINISTRATOR.
119 Nassau st. Telephone, 6376 Cortlandt.
William M. Hoes, Public Administrator.
COMMISSIONER OF RECORDS.
Hall of Records. Telephone, 3900 Worth.
John F. Cowan, Commissioner.
REGISTER.
Hall of Records. Telephone, 3900 Worth.
John J. Hopper, Register.
SHERIFF.
299 Broadway. Telephone, 4984 Worth.
New York County Jail, 70 Ludlow st.
Max S. Grifenhagen, Sheriff.
SURROGATES.
Hall of Records. Telephone, 3900 Worth.
William V. Leary, Chief Clerk.
John F. Curry, Commissioner of Records.

KINGS COUNTY.

COUNTY CLERK.
Hall of Records, Brooklyn. Telephone, 4930 Main.
Charles S. Devoy, County Clerk.
COUNTY COURT.
County Court House, Brooklyn. Court opens at 10 a. m. daily and sits until business is completed. Part I, Room No. 23; Part II, Room No. 10; Part III, Room No. 14; Part IV, Room No. 1, Court House. Clerk's office, Rooms 17, 18, 19 and 22; open daily from 9 a. m. to 5 p. m.; Saturday, to 12 m. Telephone, 4154 Main.
John T. Rafferty, Chief Clerk.
DISTRICT ATTORNEY.
66 Court st., Brooklyn. 9 a. m. to 5.30 p. m.; Saturday, to 1 p. m. Telephone, 2954 Main.
James C. Cropsey, District Attorney.
COMMISSIONER OF JURORS.
381 Fulton st., Brooklyn. Telephone 1454 Main.
Thomas R. Farrell, Commissioner.
PUBLIC ADMINISTRATOR.
44 Court st., Brooklyn. Telephone, 2840 Main.
Frank V. Kelly, Public Administrator.
COMMISSIONER OF RECORDS.
Hall of Records, Brooklyn. Telephone, 6988 Main.
Edmund O'Connor, Commissioner.
REGISTER.
Hall of Records, Brooklyn. Telephone, 2830 Main.
Edward T. O'Loughlin, Register.
SHERIFF.
186 Remsen st., Brooklyn. Telephone, 6845 Main.
Lewis M. Swasey, Sheriff.
SURROGATE.
Hall of Records, Brooklyn. Court opens at 10 a. m. Telephone, 3945 Main.
John H. McCooey, Chief Clerk.

BRONX COUNTY.

COUNTY CLERK.
161st st. and 3d ave. Telephone, 9266 Melrose.
James Vincent Ganly, County Clerk.
COUNTY JUDGE.
161st st. and 3d ave. Telephone, 7907 Melrose.
Louis D. Gibbs, County Judge.
DISTRICT ATTORNEY.
161st st. and 3d ave. Telephone, 9200 Melrose.
Francis Martin, District Attorney.
COMMISSIONER OF JURORS.
1932 Arthur ave. Telephone, 3700 Tremont.
John A. Mason, Commissioner.
PUBLIC ADMINISTRATOR.
2808 3d ave. 9 a. m. to 5 p. m., Saturday to 12 m.
Ernest E. L. Hammer, Public Administrator.
REGISTER.
1932 Arthur ave. Telephone, 6694 Tremont.
Edward Polak, Register.
SHERIFF.
1932 Arthur ave. Telephone, 6600 Tremont.
James F. O'Brien, Sheriff.
SURROGATE.
161st st. and 3d ave.
George M. S. Schulz, Surrogate.

QUEENS COUNTY.

COUNTY CLERK.
364 Fulton st., Jamaica. Telephone, 151 Jamaica.
Leonard Rouff, County Clerk.
COUNTY COURT.
County Court House, Long Island City. Telephone, 596 Hunters Point.
Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September, and on Friday of each week.
Clerk's office opens 9 a. m. to 5 p. m.; Saturday to 12.30 p. m. Telephone, 551 Jamaica.
Burt Jay Humphrey, County Judge.
DISTRICT ATTORNEY.
County Court House, Long Island City, 9 a. m. to 5 p. m.; Saturday, to 12 m.
County Judge's office always open at 336 Fulton st., Jamaica. Telephone, 3871 Hunters Point.
Matthew J. Smith, District Attorney.
COMMISSIONER OF JURORS.
County Court House, Long Island City. Telephone, 9631 Hunters Point.
Thorndyke C. McKennee, Commissioner.
PUBLIC ADMINISTRATOR.
364 Fulton st., Jamaica. Telephone, 397 Jamaica.
Randolph White, Public Administrator.
SHERIFF.
County Court House, Long Island City. Telephone 3766 Hunters Point.
George Emener, Sheriff.
SURROGATE.
364 Fulton st., Jamaica. Telephone, 397 Jamaica.
Daniel Noble, Surrogate.

RICHMOND COUNTY.

COUNTY CLERK.
County Office Building, Richmond. Telephone, 28 New Dorp.
C. Livingston Bostwick, County Clerk.
COUNTY JUDGE AND SURROGATE.
Trial Terms, with Grand and Trial Jury, Second Monday of March, First Monday of October.
Trial Terms, with Trial Jury only, First Monday of May, First Monday of December.
Special Terms, without Jury—Wednesday of each week, except the last week of July, the month of August and the first week of September.
Surrogate's Court.
Monday and Tuesday of each week at the Borough Hall, St. George, and on Wednesday at the Surrogate's Court, at Richmond, except during the session of the County Court. There will be no Surrogate's Court during the month of August.
Surrogate's Court and Office, Richmond, S. I.
Surrogate's Chambers, Borough Hall, St. George.
J. Harry Tiernan, County Judge and Surrogate.
DISTRICT ATTORNEY.
Borough Hall, St. George. Telephone, 50 Tompkinsville, 9 a. m. to 5 p. m.; Saturday, to 12 m.
Albert C. Fach, District Attorney.
COMMISSIONER OF JURORS.
Village Hall, Stapleton. Telephone, 81 Tompkinsville.
Charles J. Kullman, Commissioner.
PUBLIC ADMINISTRATOR.
Port Richmond. Telephone, 704 West Brighton.
William T. Holt, Public Administrator.
SHERIFF.
County Court House, Richmond. Telephone, 120 New Dorp.
Joseph F. O'Grady, Sheriff.

THE COURTS.

CHILDREN'S COURT.
New York County—66 3d ave. Telephone, 1832 Stuyvesant.
Dennis A. Lambert, Clerk.
Bronx County—355 E. 137th st. Court held on Wednesday and Friday of each week. Telephone, 9092 Melrose.
Michael Murray, Clerk.
Kings County—102 Court st. Telephone, 627 Main.
Joseph W. Duffy, Clerk.
Queens County—19 Flushing ave., Jamaica. Court held on Monday and Thursday of each week. Telephone, 2624 Jamaica.
Sydney Ollendorf, Clerk.
Richmond County—Corn Exchange Bank Building, St. George. Court held on Tuesday of each week. Telephone, 324 Tompkinsville.
William J. Browne, Clerk.
CITY COURT OF THE CITY OF NEW YORK.
City Hall Park. Special Term Chambers held from 10 a. m. to 4 p. m. Clerk's office open from 9 a. m. to 4 p. m. Telephone, 122 Cortlandt.
Thomas F. Smith, Clerk.
CITY MAGISTRATES' COURT.
First Division.
First District—Criminal Court Building.
Second District—Jefferson Market.
Third District—2d ave. and 1st st.
Fourth District—151 E. 57th st.
Fifth District—121st st. and Sylvan place.
Sixth District—162d st. and Washington ave.
Seventh District—314 W. 54th st.
Eighth District—1014 E. 181st st., The Bronx.
Ninth District (Night Court for Females)—125 6th ave.
Tenth District (Night Court for Males)—151 E. 57th st.
Eleventh District (Domestic Relations)—151 E. 57th st.
Thirteenth District (Domestic Relations)—1014 E. 181st st., The Bronx.
Philip Bloch, Chief Clerk, 300 Mulberry st. Telephone, 6213 Spring.
Second Division.
Borough of Brooklyn.
Office of Chief Magistrate, 44 Court st. Telephone, 7411 Main.
First District—318 Adams st.
Second District—Court and Butler sts.
Fifth District—249 Manhattan ave.
Sixth District—495 Gates ave.
Seventh District—31 Snider ave., Flatbush.
Eighth District—W. 8th st., Coney Island.
Ninth District—5th ave. and 29th st.
Tenth District—133 New Jersey ave.
Domestic Relations—Myrtle and Vanderbilt aves.
William F. Delaney, Chief Clerk.
Borough of Queens.
First District—St. Mary's Lyceum, L. I. City.
Second District—Town Hall, Flushing, L. I.
Third District—Central ave., Far Rockaway.
Fourth District—Town Hall, Jamaica, L. I.
Borough of Richmond.
First District—Lafayette ave., New Brighton.
Second District—Village Hall, Stapleton.
All courts open daily from 9 a. m. to 4 p. m., except on Saturdays, Sundays and legal holidays, when only morning sessions are held.
COURT OF GENERAL SESSIONS.
Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m., and on Saturday until 12 m.
Edward R. Carroll, Clerk.
MUNICIPAL COURTS.
The Clerks offices are open from 9 a. m. to 4 p. m.; Saturday, to 12 noon.
Borough of Manhattan.
First District—54-60 Lafayette st. Additional Part is held at southwest corner of 6th ave. and 10th st. Telephone, 6030 Franklin.
Second District—264-266 Madison st. Telephone, 4300 Orchard.
Third District—314 W. 54th st. Telephone, 5450 Columbus.
Fourth District—Parts I. and II, 207 E. 32d st. Telephone, 4358 Murray Hill.
Fifth District—Broadway and 96th st. Telephone, 4006 Riverside.
Sixth District—155 E. 88th st.
Seventh District—70 Manhattan st.
Eighth District—121st st. and Sylvan place. Telephone, 3950 Harlem.
Ninth District—Madison ave. and 59th st. Parts I and II. Telephone, 3873 Plaza.
Borough of The Bronx.
First District—Town Hall, 1400 Williamsbridge road, Westchester. Trial of causes, Tuesday and Friday of each week. Telephone, 457 Westchester.
Second District—Washington ave. and 162d st. Telephone, 3043 Melrose.
Borough of Brooklyn.
First District—State and Court sts. Parts I and II. Telephone, 7091 Main.
Second District—495 Gates ave. Telephone, 504 Bedford.
Third District—6 Lee ave. Telephone, 955 Williamsburg.
Fourth District—14 Howard ave.
Fifth District—5220 Third ave. Telephone, 3907 Sunset.
Sixth District—236 Duffield st. Telephone, 6166 Main.
Seventh District—31 Pennsylvania ave. 8.45 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 m. Telephone, 904 East New York.
Borough of Queens.
First District—115 5th st., Long Island City. Telephone, 1420 Hunters Point.
Second District—Broadway and Court st., Elmhurst. Telephone, 87 Newtown.
Third District—1908 Myrtle ave., Glendale. Telephone, 2352 Bushwick.
Fourth District—Town Hall, Jamaica. Telephone, 1654 Jamaica.
Borough of Richmond.
First District—Lafayette ave. and 2d st., New Brighton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 503 Tompkinsville.
Second District—Former Edgewater Village Hall, Stapleton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 313 Tompkinsville.
COURT OF SPECIAL SESSIONS.
Court open at 10 a. m.
Part I, Criminal Court Building, Manhattan. Telephone, 3983 Franklin.
Part II, 171 Atlantic ave., Brooklyn. Telephone, Main 4280.
Part III, Town Hall, Jamaica. Held on Tuesday of each week. Telephone, 2620 Jamaica.
Part IV, Borough Hall, St. George. Held on Wednesday of each week. Telephone, 324 Tompkinsville.
Part V, 161st st. and 3d ave., Bronx. Held on Thursday of each week. Telephone, 9088 Melrose.
Frank W. Smith, Chief Clerk.
SUPREME COURT—APPELLATE DIVISION.
First Judicial Department.
Madison ave., corner 25th st. Court open from 2 p. m. until 6 p. m. Friday, Motion Day, Court opens at 10.30 a. m. Motions called at 10 a. m. Orders called at 10.30 a. m. Telephone, 3340 Madison Square.
Alfred Wagstaff, Clerk.
Second Judicial Department.
Borough Hall, Brooklyn. Court meets from 1 p. m. to 5 p. m., excepting that on Fridays Court opens at 10 o'clock a. m. Clerk's office opens 9 a. m. Telephone, 1392 Main.
John B. Byrne, Clerk.
SUPREME COURT—APPELLATE TERM.
503 Fulton st., Brooklyn. Court meets 10 a. m. Clerk's office opens 9 a. m. Telephone, 7452 Main.
Joseph H. DeBragga, Clerk.
SUPREME COURT—CRIMINAL DIVISION.
Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 6064 Franklin.
William F. Schneider, Clerk.

SUPREME COURT—FIRST DEPARTMENT.

County Court House. Court open from 10.15 a. m. to 4 p. m. Telephone, 4580 Cortlandt.

SUPREME COURT—SECOND DEPARTMENT.

Kings County.

Joralemon and Fulton sts., Brooklyn. Clerk's office hours, 9 a. m. to 5 p. m. Seven jury trial parts. Special Term for trials. Special Term for motions. Special Term (ex-parte business). Court opens at 10 a. m. Naturalization Bureau, Hall of Records, Brooklyn. Telephone, 5460 Main.

James F. McGee, General Clerk.

Queens County.

County Court House, L. I. City. Court opens at 10 a. m. Trial and Special Term for motions and ex-parte business each month except July, August and September, in Part I. Trial Term, Part II, January, February, March, April, May and December. Special Term for trials, January, April, June and November. Naturalization, first Friday in each Term.

Clerk's office open 9 a. m. to 5 p. m.; Saturday, to 12.30 p. m. Telephone, 3896 Hunters Point.

Thomas B. Seaman, Special Deputy Clerk in charge.

Richmond County.

Trial Terms held at County Court House, Richmond. Special Terms for trials held at Court room, Borough Hall, St. George. Special Term for motions held at Court House, Borough Hall, St. George.

C. Livingston Bostwick, Clerk.

DEPARTMENT OF CORRECTION.

Proposals.

DEPARTMENT OF CORRECTION, MUNICIPAL BUILDING, CENTRE AND CHAMBERS STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m., on

TUESDAY, MAY 5, 1914.

FOR FURNISHING AND DELIVERING 8,000 FEET 2½-INCH UNLINED LINEN FIRE HOSE.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31st, 1914.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

Bids must be made in duplicate, each in a separate envelope. No bids will be received unless this provision is complied with.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be compared and the contract awarded at a lump or aggregate sum.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, Municipal Building, Centre and Chambers sts.

KATHARINE BEMENT DAVIS, Commissioner. a21,m5

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF CORRECTION, MUNICIPAL BUILDING, CENTRE AND CHAMBERS STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m., on

TUESDAY, MAY 5, 1914.

FOR FURNISHING AND DELIVERING LEATHER FOR MANUFACTURING INDUSTRY AND STOCK.

The time for the delivery of the articels, materials and supplies and the performance of the contract is by or before December 31, 1914.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, Municipal Building, New York City.

KATHARINE BEMENT DAVIS, Commissioner.

April 20, 1914. a21,m5

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 2351, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m., on

MONDAY, APRIL 27, 1914.

Borough of Brooklyn.

1. FOR FURNISHING ALL LABOR AND MATERIALS REQUIRED TO COMPLETE THE CONTRACT ABANDONED BY THE TARN CORPORATION: FOR FURNISHING, DELIVERING AND LAYING WATER MAINS AND APPURTENANCES IN 2D, 3D, 19TH AND PROSPECT AVES., AND IN 6TH AND 60TH STS.

The time allowed for doing and completing the entire work will be one hundred (100) consecutive working days.

The security required will be Sixteen Thousand Dollars ($16,000).

2. FOR FURNISHING, DELIVERING AND LAYING WATER MAINS AND APPURTENANCES, FOR REMOVING AND FOR RAISING EXISTING WATER MAINS AND APPURTENANCES IN EAST NEW YORK AVE.

The time allowed for doing and completing the entire work will be one hundred (100) working days.

The security required will be Forty Thousand Dollars ($40,000).

3. FOR HAULING AND LAYING WATER MAINS AND APPURTENANCES IN 4TH, 47TH, 51ST, 57TH, 64TH, 66TH, 68TH, 69TH, 75TH, 76TH, 77TH and 83RD STS.; IN 17TH AND WEBSTER AVES., AND IN WAKEMAN PLACE.

The time allowed for doing and completing the entire work will be seventy-five (75) working days.

The security required will be Seven Thousand Dollars ($7,000).

4. FOR HAULING AND LAYING WATER MAINS AND APPURTENANCES IN MERMAID AVE. AND IN W. 24TH AND W. 30TH STS.

The time allowed for doing and completing the entire work will be forty (40) working days.

The security required will be Twenty-five Hundred Dollars ($2,500).

5. FURNISHING, DELIVERING, STORING AND TRIMMING COAL.

Time allowed for the completion of contract will be until July 31st, 1914.

Security required will be thirty (30) per cent. of the total amount for which the contract is awarded.

6. FOR CONSTRUCTING A CONNECTION BETWEEN THE 72-INCH STEEL PIPE LINE AND THE MASONRY CONDUIT OF THE BROOKLYN WATER SUPPLY, AT SPRING CREEK, BOROUGH OF QUEENS.

The time allowed for doing and completing the entire work will be seventy-five (75) working days.

The security required will be Two Thousand Five Hundred Dollars ($2,500).

The bidder will state the price per unit for each item of work contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award will be made to the lowest formal bidder in a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 2351 Municipal Building, Borough of Manhattan, where any further information desired may be obtained.

WILLIAM WILLIAMS, Commissioner.

Dated April 9th, 1914. a15,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 2351, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity, at the above office until 2 p. m., on

MONDAY, APRIL 27, 1914.

Borough of Richmond.

FOR FURNISHING, DELIVERING, UNLOADING, STACKING AND STORING CAST IRON PIPE.

The time allowed for the delivery of the materials and supplies and the performance of the contract will be sixty (60) calendar days.

The security required will be Five Hundred Dollars ($500).

The bidder will state the price, per unit, of each item contained in the schedule, by which the bids will be tested.

The bids will be compared and award made to the lowest formal bidder for all the work and materials contained in the schedule of quantities.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 2351 Municipal Building, Borough of Manhattan, where any further information desired may be obtained.

WILLIAMS WILLIAMS, Commissioner.

Dated April 9, 1914. a15,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

PUBLIC SERVICE COMMISSION.

Proposals.

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The Public Service Commission for the First District (hereinafter called the "Commission"), acting for and in behalf of The City of New York (hereinafter called the "City"), invites proposals to construct Section No. 2 of Route No. 20, a part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The points within The City of New York between which the said part is to run and the route or routes to be followed are briefly as follows:

Section No. 2. Beginning at a point under Canal street, in the Borough of Manhattan, about thirty (30) feet east of the easterly building line of Broadway and extending thence easterly under Canal street to a point about thirty-five (35) feet east of the easterly building line of the Bowery.

The general plan of construction calls for a subsurface railroad having two tracks.

The Contractor will not be required to provide or lay tracks, ties or ballast, nor to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the maintenance of traffic and the restoration of pavements and other surfaces.

Two alternative designs for the Failroad have been prepared, which are known as Alternative S and Alternative T, respectively. The design for Alternative S calls for a steel beam and concrete structure, and the design for Alternative T calls for a structure partly of steel beam and concrete construction and partly of cast iron tunnel construction. The method of construction for Alternative S is by trench excavation under cover, unless otherwise permitted by the Commission, and the method of construction for Alternative T is partly by trench excavation under cover and partly by tunneling, unless otherwise permitted by the Commission, as set forth in the forms of contract. Proposals may be submitted for either or both of such Alternatives.

Partial payments to the Contractor will be made as the work proceeds, as provided in the forms of contract.

The Contractor must complete the work within thirty-two (32) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities in the sum of three hundred thousand dollars ($300,000). As further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor.

A fuller description of the work to be done in the case of each Alternative and other requirements, provisions, details and specifications are given in the form of contract for each Alternative and in the contract drawings therein referred to. A separate form of contract has been prepared for each Alternative. Copies of the forms of contract, contract drawings, and forms of bond and contractor's proposal may be inspected and purchased at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City. The forms of contract and the contract drawings and the forms of bond and contractor's proposal are to be deemed a part of this Invitation.

Bidders must examine the forms of contract and the specifications and contract drawings, must visit the location of the work and inform themselves of the conditions along the line of the work and make their own estimates of the facilities and difficulties attending the execution of the work.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 12th day of May, 1914, at twelve fifteen (12.15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Separate forms of proposal have been prepared for Alternatives S and T. Proposals for each Alternative must be in the form prescribed for such Alternative by the Commission. The Commission may award the contract for either Alternative.

A statement based upon the estimate of the Chief Engineer of the Commission of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required in the case of each Alternative is to be found in the Schedule in the form of contractor's proposal for such Alternative. The quantities given in such Schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and forms of contract.

Every proposal must when submitted be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad —Route No. 20, Section No. 2, Alternative* "*, and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. If any bidder shall submit proposals for both Alternatives, the proposal for each Alternative shall be in a separate sealed envelope properly endorsed as aforesaid. No proposal will be reecived unless accompanied by a separate certified check for thirty thousand dollars ($30,000) payable to the order of the Comptroller of the City and drawn upon a National or State bank or trust company satisfactory to the Commission and having its principal office in New York City. One such certified check for thirty thousand dollars ($30,000) will be sufficient to enable a bidder to bid upon both alternatives. Such check must not be enclosed in the envelope or envelopes containing the proposal or proposals.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Deposits made by bidders whose proposals are not accepted will be returned within three (3) days after the contract is executed and delivered and its provisions in respect of the bond or deposit are complied with, unless all proposals shall be rejected, in which event such deposits will be returned within three (3) days after such rejection. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, April 14, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary. a16,m12

*Here insert *S* or *T*, as the case may be.

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The Public Service Commission for the First District (hereinafter called the "Commission"), acting for and on behalf of The City of New York (hereinafter called the "City"), invites proposals to construct Section No. 2 of Routes 4 and 36, a part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The points within The City of New York between which the said part is to run and the route or routes to be followed are briefly as follows:

Section 2. Beginning at a point under Broadway, in the Borough of Manhattan, about one hundred and six (106) feet north of the northerly building line of West 26th street and extending thence northerly under Broadway to a point about ninety-eight (98) feet north of the northerly building line of West 38th street.

The general plan of construction calls for a subsurface railroad having four tracks.

The Contractor will not be required to provide or lay tracks, ties or ballast nor to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the reconstruction of the comfort station at Greeley Square, the maintenance of traffic and the restoration of pavements and other surfaces.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission.

The Contractor will be required to prosecute the work of construction from working shafts located at the points specified in the contract.

Bidders must examine the form of contract and the specifications, including the specifications for the reconstruction of the comfort station at Greeley Square, and the contract drawings, must visit the location of the work and inform themselves of the conditions along the line of the work and make their own estimates of the facilities and difficulties attending the execution of the work.

A fuller description of the work and other requirements, provisions, details and specifications are given in the form of contract and in the contract drawings therein referred to. Copies of the forms of contract, bond and contractor's proposal and of the contract drawings may be inspected and purchased at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City. The forms of contract, bond and contractor's proposal and the contract drawings are to be deemed a part of this Invitation. Copies of specifications, prepared by the Commissioner of Public Works of the Borough of Manhattan, for the reconstruction of the comfort station at Greeley Square may also be obtained at the said office of the Commission.

Partial payments to the Contractor will be made as the work proceeds.

The Contractor must complete the work within thirty-two (32) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities, in the sum of two hundred and twenty-five thousand dollars ($225,000). As further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10)) per centum of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 24th day of April, 1914, at twelve fifteen (12.15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission.

A statement, based upon the estimate of the Chief Engineer of the Commission, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work is to be found in the schedule in the form of contractor's proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same except as provided in the specifications and form of contract.

Every proposal must when submitted be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Routes Nos. 4 and 36, Section No. 2."* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received unless accompanied by a separate certified check for twenty-five thousand dollars ($25,000), payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company satisfactory to the Commission and having its principal office in The City of New York. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is executed and delivered and its provisions in respect of the bond or deposit are complied with. The deposit of the successful bidder will be returned when the contract is executed and delivered and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, March 31, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary. a2,24

POLICE DEPARTMENT.

Proposals.

POLICE DEPARTMENT OF THE CITY OF NEW YORK, CENTRAL DEPARTMENT, BOROUGH OF MANHATTAN.

SEALED BIDS OR ESTIMATES WILL BE received by the Police Commissioner of the Police Department of The City of New York, at the Bookkeeper's Office, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan, in The City of New York, until 10 o'clock a. m., on

THURSDAY, APRIL 30, 1914.

FOR FURNISHING AND DELIVERING:

1. THREE MOTOR PATROL WAGONS.
2. ONE MOTOR TRUCK.

The time allowed for the performance of the contract for No. 1 is sixty (60) calendar days after the endorsement of the certificate of the Comptroller upon the executed contract, and for No. 2 forty (40) calendar days after the endorsement of the certificate of the Comptroller upon the executed contract.

The amount of security shall be equal to the purchase price of the vehicles and shall be as a security for the repair, maintenance and keeping in good order of the vehicles and for other requirements of the guarantee in the specifications during the period of two years after the acceptance of the vehicels by the City.

No bid will be considered unless it is accompanied by a deposit which shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The contract will be awarded according to law as soon as practicable after the opening of bids.

For particulars as to the nature and extent of the work required or of the materials to be furnished, also as to guarantee to be given by the contractor, bidders are referred to the specifications.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which and the specifications can be obtained at the office of the Commissioner, and any further information can be obtained at the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

A. WOODS, Police Commissioner.

The City of New York, April 17, 1914. a18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

POLICE DEPARTMENT OF THE CITY OF NEW YORK, CENTRAL DEPARTMENT, BOROUGH OF MANHATTAN.

SEALED BIDS OR ESTIMATES WILL BE received by the Police Commissioner of the Police Department, of The City of New York, at the Bookkeeper's Office, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan, in The City of New York, until 10 o'clock a. m., on

THURSDAY, APRIL 23, 1914.

FOR FURNISHING AND DELIVERING TWO (2) TOURING CARS FOR THE USE OF THE POLICE DEPARTMENT OF THE CITY OF NEW YORK.

The time allowed for the performance of the contract is thirty (30) calendar days after the endorsement of the certificate of the Comptroller upon the executed contract.

The amount of security for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

No bid will be considered unless it is accompanied by a deposit which shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The contract will be awarded according to law as soon as practicable after the opening of bids.

For particulars as to the nature and extent of the work required or of the materials to be furnished, also as to guarantee to be given by the contractor, bidders are referred to the specifications.

Bidders are requested to make their bids or estimates upon the blank form prepared by the

Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, can be obtained upon application therefor at the office of the Commissioner, and any further information can be obtained at the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

A. WOODS, Police Commissioner.

New York, April 10, 1914. a13,22

☞See General Instructions to Bidders on last page, last column, of the "City Record."

Owners Wanted for Unclaimed Property.

POLICE DEPARTMENT, CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY

Clerk of the Police Department of The City of New York, No. 240 Centre st., for the following property now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

ARTHUR WOODS, Police Commissioner.

POLICE DEPARTMENT OF CITY OF NEW YORK, BOROUGH OF BROOKLYN.

OWNERS WANTED BY THE PROPERTY

Clerk of the Police Department of The City of New York—Office, No. 72 Poplar st., Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

ARTHUR WOODS, Police Commissioner.

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.

PURSUANT TO THE PROVISIONS OF chapter 537 of the Laws of 1893 and the acts amendatory thereof and supplemental thereto, notice is hereby given that meeting of the Commissioners appointed under said acts will be held at the office of the Commission, Room 223, 280 Broadway (Stewart Building), Borough of Manhattan, New York City, on Mondays, Tuesdays and Thursdays of each week, at 2 o'clock p. m., until further notice.

Dated New York City, July 26, 1911.

WILLIAM D. DICKEY, CAMBRIDGE LIVINGSTON, DAVID ROBINSON, Commissioners.

LAMONT MCLOUGHLIN, Clerk.

DEPARTMENT OF STREET CLEANING.

DEPARTMENT OF STREET CLEANING OF THE CITY OF NEW YORK, April 15, 1914.

Sale of Condemned Property.

PUBLIC NOTICE IS HEREBY GIVEN THAT, pursuant to sections 541 and 1553 of the Greater New York Charter, as amended, worn out and discarded brooms and broom blocks may be purchased at the Main Office of the Department of Street Cleaning, Room 1244, Municipal Building, New York City, for the sum of Ten Cents ($0.10) each.

J. T. FETHERSTON, Commissioner.

Proposals.

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1245, NEW MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock m., on

THURSDAY, APRIL 30, 1914.

Boroughs of Manhattan, The Bronx and Brooklyn,

FOR FURNISHING AND DELIVERING THE FOLLOWING SUPPLIES:

NO. 1. DRUGS AND DRUGGISTS' SUNDRIES.

NO. 2. PARTS FOR SWEEPING MACHINES.

NO. 3. WHEELS, HUBS AND HUBBANDS.

NO. 4. SPOKES, FELLOES, CART RIMS AND TRUCK POLES.

NO. 5. SEMI-TRAILERS.

The time allowed for the delivery of the materials and supplies and the full performance of the contracts will be:

No. 1. On or before November 30, 1914.
No. 2. Sixty days.
No. 3. On or before July 1, 1914.
No. 4. Thirty days.
No. 5. Sixty days.

The amount of security required is thirty per cent. of the amount of the bid or estimate on all the contracts.

Bids must be submitted in duplicate, each in separate envelopes.

The bidder will state the price of each item or articles contained in the specifications or schedules herein contained or hereto annexed, per pound, per gallon, per gross, per hundred, per yard, per dozen, per bottle, per tube, per grain, per set or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for each class and awards made to the lowest bidders on each class on contracts Nos. 1 and 4; and the bids will be read from the totals for each Borough and awards made to the lowest bidders on each Borough on contracts Nos. 2 and 3.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, New Municipal Building, Borough of Manhattan.

J. T. FETHERSTON, Commissioner.

Dated April 17th, 1914. a18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1245, NEW MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock m., on

TUESDAY, APRIL 21, 1914.

Boroughs of Manhattan, The Bronx and Brooklyn,

FOR FURNISHING AND DELIVERING THE FOLLOWING SUPPLIES:

No. 1. HORSE SHOE PADS.
No. 2. LEATHER SOLES.
No. 3. WINDOW GLASS.
No. 4. IRON AND STEEL.

The time allowed for the delivery of the materials and supplies and the performance of the contract will be:

No. 1 and No. 2, before December 31, 1914.
No. 3, thirty days.
No. 4, before November 30, 1914.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate on all the contracts.

Bids must be submitted in duplicate, each in separate envelopes.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pair, per light or per pound, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for each class, and awards made to the lowest bidder on each class—each of the Boroughs constituting a class, except in the case of iron and steel, which will be awarded by classes.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, New Municipal Building, Borough of Manhattan.

J. T. FETHERSTON, Commissioner.

Dated April 3, 1914. a6,21

☞See General Instructions to Bidders on last page, last column, of the "City Record."

MUNICIPAL CIVIL SERVICE COMMISSION.

Proposed Amendments to Classification.

MUNICIPAL CIVIL SERVICE COMMISSION, NEW YORK, April 20, 1914.

PUBLIC NOTICE IS HEREBY GIVEN OF the proposed amendment of the classification by including in the Non-Competitive Class, under the heading "Positions in the Department of Health, at compensations not exceeding the amounts set forth below" and under the subheading "HOSPITALS FOR CONTAGIOUS DISEASES IN NEW YORK CITY" the title, *Automobile Engineman (Ambulance)*, $900 per annum, with maintenance.

A public hearing will be allowed, at the request of any interested party, in accordance with Rule III, at the Commission's Offices in the Municipal Building (Room 1443) on

WEDNESDAY, APRIL 22, 1914.

beginning at 10.30 o'clock a. m.

a20,22 F. A. SPENCER, Secretary.

Notices of Examinations.

MUNICIPAL CIVIL SERVICE COMMISSION, NEW YORK, MUNICIPAL BUILDING, April 14, 1914.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

TUESDAY, APRIL 14, 1914, TO 4 P. M. TUESDAY, APRIL 28, 1914,

for the position of

DRAUGHTSMAN, Grade C.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 p. m., Tuesday, April 28, 1914, will be accepted. Application blanks will be mailed upon request provided a self-addressed stamped envelope or proper postage is enclosed with the request, but the Commission will not guarantee the delivery of the same. *Applications, forwarded by mail, upon which full postage is not prepaid, will not be accepted.*

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Technical, 7 (to be divided into two parts, 75% on each); Mathematics, 3. 70% total required.

Candidates must be skillful and neat draughtsmen with knowledge of projection, perspective and general drafting. They must be able to lay out and letter a title, plot from engineering notes and to various scales and to compute areas, curves, quantities, etc., essential in drawings of engineering work. Special training or work in mechanical, architectural, structural or topographical drawing is not required.

Candidates must bring to the examination a drawing board not less than 24" x 30" and all necessary instruments and supplies, including drawing ink, but not drawing or tracing paper.

The minimum age is 18 years. The salary is from $1,200 to but not including $1,800 per annum.

Numerous vacancies are likely to occur in various city departments.

a14,28 F. A. SPENCER, Secretary.

MUNICIPAL CIVIL SERVICE COMMISSION, NEW YORK, MUNICIPAL BUILDING, April 9, 1914.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

THURSDAY, APRIL 9, 1914, TO 4 P. M. THURSDAY, APRIL 23, 1914,

for the position of

SUPERINTENDENT (LAY) MUNICIPAL SANATORIUM, OTISVILLE, N. Y.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 p. m., THURSDAY, APRIL 23RD, 1914, will be accepted. Application blanks will be mailed upon request, provided a self-addressed, stamped envelope, or proper postage, is enclosed with the request, but the Commission will not guarantee the delivery of the same. *Applications forwarded by mail upon which postage is not fully prepaid will not be accepted.*

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Duties, 5; Experience, 5. 70 per cent. is required on the Duties paper and 70 per cent. on Experience.

Applications for this examination must be filed on a special blank, Form C. Experience blanks will be issued with the applications, and must be filed with the Commission at the time of filing applications. The experience will then be rated. Candidates receiving less than 70 per cent. on experience will not be summoned for the mental test.

The person selected as a result of the examination will be in general charge of the property interests, grounds, buildings, construction and repairs of the Tuberculosis Sanatorium at Otisville, N. Y. The plant covers about 1,300 acres, upon which 116 buildings are at present erected. The Superintendent has supervision over the general development of the plant, including study of plans and all constructive work. He has supervision over farm, garden, dairy, stables and general storehouses. He is in charge of water supply, roads and sewage system.

Candidates should have extended administrative experience in building construction or in the care of large estates, or in large institutions, hospitals or sanatoriums. Hospital or institutional experience, while desirable, is not essential. A physical examination will precede the mental.

It is useless for candidates without the requisite training to apply for examination.

Candidates must be at least 21 years and no more than 50 years on the last day of filing applications.

There is one vacancy at a salary of $3,000 per annum, with maintenance.

The requirement that every application shall bear the certificates of four reputable citizens whose residences or places of business are within The City of New York is waived for applicants for this examination whose previous occupation or employment has been wholly or in part outside The City of New York, and the said certificates will be accepted from persons resident or engaged in business elswhere.

F. A. SPENCER, Secretary. a9,23

DEPARTMENT OF FINANCE.

Removal Notice.

NOTICE IS HEREBY GIVEN OF THE REmoval of the Brooklyn office of the BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS from the Mechanics' Bank Building to the OFFERMAN BUILDING, 503 FULTON STREET. All payments of assessments, taxes and water rents now in the Bureau should be paid at the latter address on and after April 20, 1914.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a21

DEPARTMENT OF FINANCE, BUREAU FOR THE COLLECTION OF TAXES, No. 57 CHAMBERS ST., BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.

NOTICE TO TAXPAYERS.

NOTICE IS HEREBY GIVEN THAT THE Assessment Rolls of Real Estate and personal property in The City of New York for the year 1914 have been delivered to the undersigned and that all taxes on said Assessment Rolls are due and payable as follows:

All taxes on personal property and one-half of all taxes on real estate are due and payable on

FRIDAY, MAY 1, 1914.

and the remaining and final one-half of taxes on real estate shall be due and payable on Monday, the 2nd day of November, 1914.

All taxes become liens on the real estate affected thereby on the respective days when they become due and payable as hereinbefore provided, and shall remain such liens until paid.

The second half of the tax on real estate, which is due as hereinbefore provided on the second day of November, may be paid on the first day of May or at any time thereafter, providing the first half shall have been paid or shall be paid at the same time, and on such payments of the second half as may be made in such manner prior to November 1st, a discount shall be allowed from the date of payment to November 1st at the rate of four per centum per annum.

NO DISCOUNT IS ALLOWED ON PERSONAL TAX BILLS.

Penalty on unpaid taxes on Real Estate begins June 1st, and December 1st; on unpaid personal taxes, June 1st.

Taxes are payable at the office of the Receiver of Taxes in the Borough where the property is located, as follows:

Borough of Manhattan, Municipal Building.

Borough of The Bronx, 177th st. and Arthur ave.

Borough of Brooklyn, Municipal Building.

Borough of Queens, Court Square, Long Island City.

Borough of Richmond, Borough Hall, St. George.

FRED H. E. EBSTEIN, Receiver of Taxes. a1,30

Confirmation of Assessments.

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF BROOKLYN.

EIGHTH WARD, SECTION 3.

NINETEENTH STREET—SEWER BASINS, northeast and southwest sides, about 710 feet northwest of 3d ave. Area of assessment: Both sides of 19th st., from 3d ave. to a point about 710 feet northwesterly.

SEVENTEENTH WARD, SECTION 9.

SEWER BASIN at southwest corner of NORTH HENRY STREET and NORMAN AVENUE. Area of assessment: West side of North Henry st., from Norman to Nassau aves.

NEWTON STREET—SEWER, between Manhattan and Graham aves.; and OUTLET SEWER in MANHATTAN AVENUE, from Newton st. to Eckford st. Area of assessment affects property in Blocks Nos. 2712, 2714, 2718 and 2719 adjacent to said improvements.

MESEROLE AVENUE—SEWER, between Moultrie and Jewell sts. Area of assessment: Both sides of Meserole ave., between Moultrie and Jewell sts.

TWENTY-SIXTH WARD, SECTION 12.

SEWERS in BLAKE AVENUE, from Saratoga ave. to Hopkinson ave.; in DUMONT AVENUE, from Ames st. to Bristol st.; in LIVONIA AVENUE, from Ames st. to Hopkinson ave.; in RIVERDALE AVENUE, from Ames st. to Amboy st.; in DOUGLAS STREET, from Sutter to Blake aves.; in AMES STREET, from Blake ave. to E. 98th st.; in AMBOY STREET, from Blake ave. to Vienna ave.; in HOPKINSON AVENUE, from Blake ave. to Livonia ave.; in AMES STREET, from Sutter to Blake aves.; in AMBOY STREET, from Sutter to Blake aves.; in LOTT AVENUE, from Amboy st. to Hopkinson ave., and in DUMONT AVENUE, from Ames st. to Saratoga ave. Area of assessment affects property in Blocks Nos. 3554 to 3558 inclusive, 3537 to 3540 inclusive, 3569 to 3573 inclusive, 3584 to 3586 inclusive, 3597, 3598, 3599, 3609, 3610, 3611, 3620, 3621, 3622, 3631 and 3632.

BARRETT STREET—SEWER, between Sutter and Blake aves. Area of assessment affects Lots 16 and 38, Block 3535, Lots 1 and 21, Block 3536 and Block 3552.

HOPKINSON AVENUE—SEWER, between Lott and Vienna aves. Area of assessment affects property in Blocks Nos. 3599, 3600, 3611, 3612, 3622, 3623, 3632, 3633, 3640 and 3641.

TWENTY-NINTH WARD, SECTION 15.

SEWER in EAST NINETY-FOURTH STREET, from summit north of Linden ave. to Avenue "A," and OUTLET SEWER in AVENUE "A," from E. 94th st. to E. 98th st. Area of assessment affects property in Blocks Nos. 4665 to 4671 inclusive, 4687 to 4694 inclusive, 4710 to 4718 inclusive, and 4750 to 4757 inclusive.

NEWKIRK AVENUE — REGULATING, GRADING, CURBING AND FLAGGING, between E. 34th st. and Brooklyn ave. Area of assessment: Both sides of Newkirk ave., between E. 34th st. and Brooklyn ave., and to the extent of half the block at the intersecting streets.

TWENTY-NINTH WARD, SECTION 16.

MONTGOMERY STREET—SEWER, between Coney Island ave. and E. 8th st. Area of assessment: Both sides of Montgomery st., between Coney Island ave. and E. 8th st.

SEWER BASIN at the southeast corner of NEWKIRK AVENUE and EAST TWENTY-FIRST STREET. Area of assessment affects property in Block 5221.

EAST FOURTH STREET—SEWER, between Caton ave. and Albemarle road. Area of assessment: Both sides of E. 4th st., between Caton ave. and Albemarle road.

AVENUE F—SEWER, between Gravesend ave. and West st. Area of assessment: Both sides of Avenue F, between West st. and Gravesend ave.

THIRTIETH WARD, SECTION 17.

RECEIVING BASIN at the southwest corner of 12th ave. and 48th st. Area of assessment affects Lot 51 in Block 5633.

SIXTY-SEVENTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Fort Hamilton and 14th aves. Area of assessment: Both sides of 67th st., from Fort Hamilton to 14th aves., and to the extent of half the block at the intersecting avenues.

SEWER BASIN at the westerly corner of SIXTIETH STREET and FIFTEENTH AVENUE. Area of assessment affects property in Block 5720.

THIRTIETH WARD, SECTION 18.

SENATOR STREET—SEWER, between 2d and 3d aves. Area of assessment affects property in Blocks Nos. 5849 and 5853.

SEVENTIETH STREET—SEWER, between 8th ave. and Fort Hamilton ave. Area of assessment affects property in Blocks Nos. 5877 and 5896.

THIRTIETH WARD, SECTION 19.

RECEIVING BASIN at the northwest corner of EIGHTEENTH AVENUE and RUTHERFORD PLACE. Area of assessment affects Block No. 6402.

—that the same were confirmed by the Board of Assessors on April 14, 1914, and entered on April 14, 1914, 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, and 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 by section 1019 of the Greater New York Charter.

Said section provides in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton st., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 13, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, April 14, 1914. a20,30

NOTICE OF ASSESSMENT FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named avenue in the Borough of Brooklyn:

THIRTY-FIRST WARD, SECTION 21.

TWENTY-SIXTH AVENUE — OPENING, from Stillwell ave. to Harway ave., excluding the right of way of the Brooklyn, Bath and West End Railroad. Confirmed March 25th, 1914; entered April 15th, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the easterly line of Stillwell ave., where it is intersected by the prolongation of a line midway between Bay 43d st. and Bay 44th st. as these streets are laid out between Benson ave. and Bath ave., and running thence southwestwardly along the said line midway between Bay 43d st. and Bay 44th st. and along the prolongation of the said line to the intersection with the northeasterly line of Harway ave.; thence southwestwardly and parallel with Bay 43d st. as this street is laid out between Harway ave. and Warehouse ave. to the intersection with a line distant 100 feet southwesterly from and parallel with the southwesterly line of Harway ave., the said distance being measured at right angles to Harway ave.; thence northwestwardly along the said line parallel with Harway ave. to the intersection with a line parallel with Bay 40th st. as this street is laid out between Harway ave. and Warehouse ave. and passing through a point on the southwesterly line of Harway ave., where it is intersected by the prolongation of a line midway between Bay 40th st. and Bay 41st st. as these streets are laid out northeasterly from Harway ave.; thence northeastwardly along the said line parallel with Bay 40th st. to the southwesterly line of Harway ave.; thence northeastwardly along the said line midway between Bay 40th st. and Bay 41st st. and along the prolongation of the said line to the intersection with a line distant 100 feet northeasterly from and parallel with the northeasterly line of 86th st., the said distance being measured at right angles to 86th st.; thence southeastwardly along the said line parallel with 86th st. to the intersection with a line distant 100 feet easterly from and parallel with the easterly line of Stillwell ave., the said distance being measured at right angles to Stillwell ave.; thence southwardly along the said line parallel with Stillwell ave. to the intersection with a line at right angles to Stillwell ave., and passing through the point of beginning; thence westwardly along the said line at right angles to Stillwell ave. to the point or place of beginning.

The above entitled assessment was entered on the day hereinbefore given 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, and 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 by section 1006 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bu-

reau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton st., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 15, 1914, 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 centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance, Comptroller's Office, April 15, 1914. a20,30

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF QUEENS:

FIRST WARD.

FRANKLIN STREET — REGULATING, GRADING, CURBING AND FLAGGING, between the Boulevard and Mills st. Area of assessment: Both sides of Franklin st., from Mills st. to the Boulevard, extending through the blocks on each side of the improvement.

EAST AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, between 9th st. and Nott ave. Area of assessment: Both sides of East ave., from 9th st. to Nott ave., and to the extent of half the block at the intersecting streets.

WILSON AVENUE—PAVING, from Steinway ave. to 15th ave. Area of assessment: Both sides of Wilson ave., from Steinway ave. to 15th ave., and to the extent of half the block at the intersecting avenues.

WILLIAM STREET—PAVING, between North Jane st. and Beebe ave. Area of assessment: Both sides of William st., from North Jane st. to Beebe ave., and to the extent of half the block at the intersecting streets and avenues.

WILSON AVENUE—REGULATING, GRADING, CURBING, FLAGGING AND LAYING CROSSWALKS, from 10th ave. to 19th ave. Area of assessment: Both sides of Wilson ave., from 10th to 19th aves., and to the extent of half the block at the intersecting streets and avenues.

SUNSWICK STREET—SEWER, between Wilbur ave. and North Jane st. Area of assessment: Both sides of Sunswick st., from Wilbur ave. to North Jane st.

SECOND WARD.

EDISON PLACE—REGULATING, GRADING, CURBING AND FLAGGING, between Central ave. and southerly side of Copeland ave. Area of assessment: Both sides of Edison place, between Central ave. and Copeland ave.

ZEIDLER STREET — FLAGGING, from Flushing ave. to a point about 110 feet south. Area of assessment affects Lot No. 1 in Block 22 and Lot 4 in Block 21.

MYRTLE AVENUE—PAVING, north side, between Onderdonk and Forest aves. Area of assessment affects Lot 12 in Block 115-E.

—that the same were confirmed by the Board of Assessors on April 14, 1914, and entered April 14, 1914, 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, and 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 by section 1019 of said Greater New York Charter.

Said section provides in part: "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 13, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.
City of New York, Department of Finance. Comptroller's Office, April 14, 1914. a18,29

NOTICE TO PROPERTY OWNERS,

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF THE BRONX:

TWENTY-THIRD WARD, SECTION 9.

EAST ONE HUNDRED AND SIXTY-FIFTH STREET—PAVING, from Grant ave. to Morris ave. Area of assessment: Both sides of E. 165th st., from Grant to Morris aves., and to the extent of half the block at the intersecting avenues.

TWENTY-THIRD AND TWENTY-FOURTH WARDS, SECTION 11.

EAST ONE HUNDRED AND SEVENTIETH STREET—PAVING AND SETTING CURB, from Bristow st. to Wilkins place. Area of assessment: Both sides of E. 170th st., from Wilkens ave. to Bristow st., and to the extent of half the block at the intersecting streets and avenues.

TWENTY-FOURTH WARD, SECTION 11.

BRANDT PLACE—PAVING AND ADJUSTING CURB, from University ave. to Nelson ave., and WEST ONE HUNDRED AND SEVENTY-FOURTH STREET—PAVING, from Nelson ave. to Macombs road. Area of assessment affects property in Block No. 2876.

DALY AVENUE—REGULATING AND RESETTING FLAGGING on the easterly side for a distance of 130 feet, beginning at a point 129 feet south of 177th st., running southerly. Area of assessment affects property known as Lot 35, Block 2992.

TWENTY-FOURTH WARD, SECTION 12.

ERECTING GUARD RAIL on ROADWAY at the northeast corner of 236th st. Area of assessment affects Lots 1 and 2 in Block 3270.

TWENTY-FOURTH WARD, SECTION 13.

KINGSBRIDGE AVENUE—PAVING AND ADJUSTING CURB, from 230th st. to 234th st. Area of assessment: Both sides of Kingsbridge ave., from 230th st. to 234th st., and to the extent of half the block at the intersecting streets.

—that the same were confirmed by the Board of Assessors on April 14, 1914, and entered April 14, 1914, 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, and 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 by section 1019 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 13, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.
City of New York, Department of Finance, Comptroller's Office, April 14, 1914. a18,29

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears, of the assessments for OPENING AND ACQUIRING TITLE to the following named streets and avenues in the BOROUGH OF THE BRONX:

TWENTY-THIRD WARD, SECTION 9.

EAST ONE HUNDRED AND SIXTY-SIXTH STREET—OPENING, from Brook ave. to the westerly right of way line of the New York and Harlem Railroad. Confirmed March 24th, 1914; entered April 14, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the westerly line of Clay ave., where it is intersected by the prolongation of a line midway between E. 166th st. and E. 167th st., as these streets are laid out between Clay ave. and Webster ave., and running thence eastwardly along the said line midway between E. 166th and E. 167th st., and along the prolongations of the said line to the intersection with the westerly line of 3d ave.; thence southwardly along the westerly line of 3d ave. to the intersection with the prolongation of a line midway between E. 165th st. and E. 166th st. as these streets are laid out between Findlay ave. and Teller ave.; thence westwardly along the said line midway between E. 165th st. and E. 166th st. and along the prolongations of the said line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of E. 165th st. and E. 166th st., as these streets are laid out between Grant ave. and Morris ave.; thence westwardly along the said bisecting line to the intersection with the easterly line of Grand Boulevard and Concourse; thence northwardly along the easterly line of Grand Boulevard and Concourse to the intersection with a line midway between E. 166th st. and McClellan st. as these streets are laid out adjoining Carroll place; thence eastwardly along the said line midway between E. 166th st. and McClellan st. and along the prolongation of the said line to the intersection with the easterly line of Teller ave.; thence eastwardly in a straight line to the point or place of beginning.

TWENTY-FOURTH WARD, SECTION 14.

OPENING GUERLAIN STREET, between Beach ave. and Unionport road; ARCHER STREET, between White Plains road and Storrow st.; MERRILL STREET, between Rosedale ave. and Beach ave.; BEACON AVENUE, between Rosedale ave. and Beach ave.; WOOD AVENUE, between Beach ave. and Storrow st.; GRAY STREET, between Wood ave. and Unionport road, and STORROW STREET, between Wood ave. and Unionport road. Confirmed February 20th, 1914; entered April 14th, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the prolongation of a line midway between Merrill st. and Mansion st. distant 100 feet westerly from the westerly line of Rosedale ave., and running thence eastwardly along the said line midway between Merrill st. and Mansion st. and along the prolongation of the said line to a point distant 100 feet westerly from the westerly line of Beach ave., the said distance being measured at right angles to Beach ave.; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Beach ave. to the intersection with the prolongation of a line midway between West Farms road and Guerlain st., as these streets are laid out between Theriot ave. and Leland ave.; thence eastwardly along the said line midway between Guerlain st. and West Farms road and along the prolongation of the said line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the northerly line of Guerlain st. and the southerly line of West Farms road as these streets are laid out between White Plains road and Unionport road; thence eastwardly along the said bisecting line to a point distant 100 feet northeasterly from the northeasterly line of Unionport road, the said distance being measured at right angles to Unionport road; thence southeastwardly and always distant 100 feet northeasterly from and parallel with the northeasterly line of Unionport road to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre line of Storrow st. and Pugsley ave. as these streets are laid out where they adjoin McGraw ave. on the south; thence southwardly along the said bisecting line to the intersection with the centre line of Westchester ave. as this street is laid out where it adjoins the public place on the east; thence westwardly along the said centre line of Westchester ave. and along the prolongation thereof to the intersection with the prolongation of a line midway between Gray st. and White Plains road, as these streets are laid out between McGraw ave. and Wood ave.; thence northwardly along the said line midway between Gray st. and White Plains road, and along the prolongation of the said line to the intersection with the prolongation of a line midway between McGraw ave. and Wood ave. as these streets are laid out between Leland ave. and White Plains road; thence westwardly along the said line midway between McGraw ave. and Wood ave. and along the prolongations of the said line to a point distant 100 feet easterly from the easterly line of Beach ave., the said distance being measured at right angles to Beach ave.; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Beach ave. to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Beacon ave. and the northerly line of Randolph ave. as these streets are laid out between Commonwealth ave. and St. Lawrence ave.; thence westwardly along the said bisecting line to a point distant 100 feet westerly from the westerly line of Rosedale ave., the said distance being measured at right angles to Rosedale ave.; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Rosedale ave. to the point or place of beginning.

The above entitled assessments were entered on the date hereinbefore given 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. 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 by section 1006 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays, from 9 a. m. to 12 m., and all payments made thereon on or before June 13, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance. Comptroller's Office, April 14, 1914. a17,28

NOTICE OF ASSESSMENT FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears, of the assessments for OPENING AND ACQUIRING TITLE to the following named streets in the BOROUGH OF QUEENS.

FIRST AND SECOND WARDS.

PACKARD STREET—OPENING, from Borden ave. to Middleburg ave. Confirmed March 20th, 1914, entered April 14th, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Barnett ave., the said distance being measured at right angles to the line of Barnett ave.; on the east by a line midway between Packard st. and Bliss st. and by the prolongations of the said line; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Borden ave., the said distance being measured at right angles to the line of Borden ave.; and on the west by a line midway between Packard st. and Locust st., and by the prolongations of the said line.

LOCUST STREET—OPENING, from Skillman ave. to Borden ave. Confirmed March 20th, 1914; entered April 14th, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Skillman ave., the said distance being measured at right angles to Skillman ave.; on the east by a line midway between Locust st. and Packard st. and by the prolongation of the said line; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Borden ave., the said distance being measured at right angles to Borden ave., and on the west by a line midway between Locust st. and Laurel Hill ave., and by the prolongation of the said line.

The above entitled assessments were entered on the date hereinbefore given 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, and 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 1006 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 13, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.
City of New York, Department of Finance, Comptroller's Office, April 14, 1914. a17,28

NOTICE OF ASSESSMENT FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assess-

ment for OPENING AND ACQUIRING TITLE to the following named avenue in the BOROUGH OF MANHATTAN.

TWELFTH WARD, SECTION 8.

OPENING AN UNNAMED STREET, on the easterly side of RIVERSIDE DRIVE, extending from West One Hundred and Seventh-seventh street to West One Hundred and Eighty-first street and Buena Vista avenue. Confirmed August 7, 1912; entered April 13, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Manhattan, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the easterly line of the unnamed street where it is intersected by the northerly line of West One Hundred and Seventy-seventh street, and running thence generally northwardly along the easterly line of the unnamed street to the angle point at West One Hundred and Eighty-first street; thence eastwardly along the southerly line of the unnamed street to the intersection with the westerly line of Buena Vista avenue; thence southwardly along the westerly line of Buena Vista avenue to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of the unnamed street as the street is laid out where it adjoins Buena Vista avenue, the said distance being measured at right angles to the unnamed street; thence westwardly along the said line parallel with the unnamed street to a point distant 100 feet easterly from its easterly side, the said distance being measured at right angles to the unnamed street; thence generally southwardly and always distant 100 feet easterly from and parallel with the easterly line of the unnamed street, as this street is laid out south of the angle point at West One Hundred and Eighty-first street, to the intersection with a line at right angles to the unnamed street and passing through the point of beginning; thence westwardly along the said line at right angles to the unnamed street to the point or place of beginning.

The above-entitled assessment was entered on the date hereinbefore given 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. 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 1006 of the Greater New York Charter.

Said section 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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Municipal Building, north side, 3d floor, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 12, 1914, 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 centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance, Comptroller's Office, April 13, 1914. a16,27

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears, of the assessments for OPENING AND ACQUIRING TITLE to the following named streets and avenue in the BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, SECTION 15.

GARFIELD STREET—OPENING, from West Farms road to Morris Park ave., and FILLMORE STREET—OPENING, from Van Nest ave. to Morris Park ave. Confirmed March 9, 1914; entered April 7, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at the intersection of the centre line of West Farms road with the prolongation of a line midway between Garfield st. and Taylor st., and running thence northwestwardly along the said line midway between Taylor st. and Garfield st., and along the prolongation of the said line to the intersection with a line distant 100 feet northwesterly from and parallel with the northwesterly line of Morris Park ave., the said distance being measured at right angles to the line of Morris Park ave.; thence northeastwardly and always parallel with and distant 100 feet from the northwesterly line of Morris Park ave., to the intersection with the prolongation of a line distant 110 feet northeasterly from and parallel with the northeasterly line of Fillmore st., the said distance being measured at right angles to the line of Fillmore st.; thence southeastwardly along the said line distant 110 feet northeasterly from the northeasterly line of Fillmore st., and along the prolongation of the said line to the intersection with a line midway between Mead st. and Van Nest ave.; thence southwestwardly along the said line midway between Mead st. and Van Nest ave. to the intersection with a line distant 100 feet northeasterly from and parallel with the northeasterly line of Garfield st., the said distance being measured at right angles to the line of Garfield st.; thence southeastwardly along a line parallel with the northeasterly line of Garfield st., and along the prolongation of the said line to the intersection with the centre line of West Farms road; thence southwestwardly along the centre line of West Farms road to the point or place of beginning.

McGRAW AVENUE—OPENING, between Beach (Clason's Point road) ave. and Unionport road. Confirmed March 10, 1914; entered April 7, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of McGraw ave., the said distance being measured at right angles to McGraw ave., where it is intersected by a line distant 100 feet northeasterly from and parallel with the northeasterly line of Unionport road, the said distance being measured at right angles to Unionport road, and running thence southeastwardly along the said line parallel with Unionport road to the intersection with a line bisecting the angle formed by the intersection of the

prolongations of the centre lines of McGraw ave. and Benedict ave., as these streets are laid out east of Pugsley ave.; thence westerly along the said bisecting line to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of McGraw ave., the said distance being measured at right angles to McGraw ave.; thence westwardly along the said line parallel with McGraw ave. to the intersection with the easterly line of Storrow st.; thence westwardly in a straight line to a point in the westerly line of Storrow st., where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of McGraw ave. and the northerly line of Westchester ave. as these streets are laid out between White Plains road and Beach ave.; thence westwardly along the said bisecting line to a point distant 100 feet westerly from the westerly line of Beach ave., the said distance being measured at right angles to the line of Beach ave.; thence northwardly and always 100 feet westerly from and parallel with the westerly line of Beach ave. to the intersection with the prolongation of a line midway between McGraw ave. and Wood ave. as these streets are laid out west of White Plains road; thence eastwardly along the said line midway between McGraw ave. and Wood ave., and along the prolongation of the said line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of Wood ave. and McGraw ave. as these streets are laid out between Storrow st. and Gray st.; thence eastwardly along the said bisecting line to a point distant 100 feet northerly from the northerly line of McGraw ave., the said distance being measured at right angles to McGraw ave.; thence eastwardly and always 100 feet northerly from and parallel with the northerly line of McGraw ave. and the prolongation thereof to the point or place of beginning.

The above entitled assessments were entered on the date hereinbefore given 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. 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 by section 1006 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays, from 9 a. m. to 12 m., and all payments made thereon on or before June 6, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, April 7, 1914. a11,22

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named street in the BOROUGH OF BROOKLYN:

TWENTY-SIXTH WARD—SECTIONS 12 AND 14.

ALABAMA AVENUE—OPENING, from Newport st. to New Lots ave., from Hegeman ave. to Stanley ave., and from Fairfield ave. to Vandalia ave.; GEORGIA AVENUE—OPENING, from Riverdale ave. to New Lots ave., and from Fairfield ave. to Vandalia ave.; PENNSYLVANIA AVENUE—OPENING, from New Lots ave. to Wortman ave., and from Cozine ave. to Vandalia ave. Confirmed February 28, 1914; entered April 7, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

1. Bounded on the north by the northerly line of Hegeman ave.; on the east by a line midway between Alabama ave. and Georgia ave.; on the south by the centre line of Stanley ave., and on the west by a line midway between Malta st. and Alabama ave.

2. Beginning at a point on the southerly line of New Lots ave. where it is intersected by the prolongations of a line midway between Williams ave. and Alabama ave. as these streets are laid out north of New Lots ave., and running thence northwardly along the said line midway between Williams ave. and Alabama ave., and along the prolongation of the said line to a point distant 100 feet northerly from the northerly line of Newport st.; thence eastwardly and parallel with Newport st. to the intersection with a line midway between Alabama ave. and Georgia ave.; thence northwardly along the said line midway between Alabama ave. and Georgia ave. to a point distant 100 feet northerly from the northerly line of Riverdale ave.; thence eastwardly and parallel with Riverdale ave. to the intersection with a line midway between Georgia ave. and Sheffield ave.; thence southwardly along the said line midway between Georgia ave. and Sheffield ave. to the intersection with a line bisecting the angle formed by the intersection of the centre lines of Riverdale ave. and New Lots ave.; thence eastwardly along the said bisecting line to a point midway between New Jersey ave. and Vermont st.; thence southwardly along a line always midway between New Jersey ave. and Vermont st. and along the prolongation of the said line to a point distant 200 feet southerly from the southerly line of Vandalia ave.; thence westwardly and parallel with Vandalia ave. to the intersection with the prolongation of a line midway between Georgia ave. and Sheffield ave.; thence northwardly along the said prolongation of a line midway between Georgia ave. and Sheffield ave., a distance of 100 feet; thence westwardly and parallel with Vandalia ave. to the intersection with the prolongation of a line midway between Malta st. and Alabama ave.; thence northwardly along the said line midway between Malta st. and Alabama ave. and along the prolongation of the said line to the intersection with the northerly line of Fairfield ave.; thence eastwardly along the northerly line of Fairfield ave. to the intersection with a line midway between Georgia ave. and Sheffield ave.; thence northwardly along the said line midway between Georgia ave. and Sheffield ave. to the intersection with the southerly line of New Lots ave.; thence westwardly along the southerly line of New Lots ave. to the point or place of beginning.

The above assessments were entered on the day hereinbefore given 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, and 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 by section 1019 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton st., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 6, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, April 7, 1914. a11,22

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessment for LOCAL IMPROVEMENTS IN THE BOROUGH OF MANHATTAN:

TWELFTH WARD, SECTION 7.

WEST ONE HUNDRED AND TWENTY-NINTH STREET—PAVING AND CURBING, from easterly curb line of Amsterdam ave. to line 220 feet east. Area of assessment: Both sides of W. 129th st., from Amsterdam ave. to a point 220 feet easterly and to the extent of half the block at the intersecting avenue.

—that the same was confirmed by the Board of Assessors on April 7, 1914, and entered on April 7, 1914, in the Records of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and 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 by section 1019 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureal for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Municipal Building, north side, 3d floor, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 6, 1914, 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 centum per annum from the date when above assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, April 7, 1914. a11,22

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF QUEENS:

FIRST WARD.

GRAHAM AVENUE—CURBING AND FLAGGING, between Fourth and Eighth aves. Area of assessment: Both sides of Graham ave., from 4th to 8th aves.

BEEBE AVENUE—PAVING, between William and Academy sts. Area of assessment: Both sides of Beebe ave., from William st. to Academy st., and to the extent of half the block at the intersecting streets.

WOOLSEY AVENUE—HOUSE CONNECTION DRAINS, between Steinway and 2d aves. Area of assessment: Both sides of Woolsey ave., from Steinway ave. to 2d ave.

SKILLMAN PLACE—SEWER, between Hunter and Jackson aves. Area of assessment: Both sides of Skillman place, between Hunter and Jackson aves.

PIERCE AVENUE—SEWER, between 3d and 4th aves. Area of assessment: Both sides of Pierce ave., between 3d and 4th aves.

MARION STREET—SEWER, between Webster and Payntar aves. Area of assessment affects property in Blocks Nos. 56, 57 and 146 adjacent to said improvement.

HULST STREET—SEWER, between Greenpoint and Anable aves. Area of assessment: Both sides of Hulst st., from Greenpoint to Anable aves.

JACKSKON AVENUE—SEWER, easterly side, between South Washington place and Skillman place. Area of assessment affects property in Block No. 170.

SECOND WARD.

GEORGE STREET—HOUSE CONNECTION DRAINS, between Wyckoff and Cypress aves. Area of assessment: Both sides of George st., from Wyckoff ave. to Cypress ave.

—that the same were confirmed by the Board of Assessors on April 7, 1914, and entered April 7, 1914, 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, and 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 by section 1019 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton st., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 6, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, April 7, 1914. a11,22

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF BROOKLYN:

TWENTY-SIXTH WARD, SECTION 12.

SEWERS in ROCKAWAY AVENUE, from Riverdale ave. to Lott ave.; LOTT AVENUE, from Rockaway ave. to Thatford ave.; NEWPORT STREET, from Thatford ave. to Rockaway ave., and in THATFORD AVENUE, from Newport st. to Vienna ave. Area of assessment affects property in Blocks Nos. 3558, 3559, 3560, 3573, 3574, 3575, 3586 to 3590 inclusive, 3599 to 3603 inclusive, 3614, 3615, 3616, 3625, 3626, 3627, 3636 and 3637.

BELMONT AVENUE — REGULATING, GRADING, CURBING AND FLAGGING, from Pennsylvania ave. to Wyona st. Area of assessment: Both sides of Belmont ave., from Pennsylvania ave. to Wyona st., and to the extent of half the block at the intersecting streets.

TWENTY-SIXTH WARD, SECTION 13.

ELDERTS LANE—REGULATING, GRADING, CURBING AND FLAGGING, between Pitkin and Liberty aves. Area of assessment: Both sides of Elderts lane, between Pitkin ave. and Liberty ave., and to the extent of half the block at the intersecting aves.

MONTAUK AVENUE — REGULATING, GRADING, CURBING AND FLAGGING, from Atlantic to Liberty aves. Area of assessment: Both sides of Mantauk ave., from Atlantic to Liberty aves., and to the extent of half the block at the intersecting avenues.

TWENTY-NINTH WARD, SECTION 15.

EAST THIRTY-FIFTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, from Clarendon road to Avenue D. Area of assessment: Both sides of E. 35th st., from Clarendon road to Avenue D, and to the extent of half the block at the intersecting streets.

TWENTY-NINTH WARD, SECTION 16.

THIRTY-SIXTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Twelfth ave. and West st. Area of assessment: Both sides of 36th st., from 12th ave. to West st., and to the extent of half the block at the intersecting streets.

THIRTIETH WARD, SECTION 19.

EIGHTY-SECOND STREET — REGULATING, GRADING, CURBING AND FLAGGING, between 18th and 20 aves. Area of assessment: Both sides of 82d st., from 18th to 20th aves., and to the extent of half the block at the intersecting avenues.

EIGHTY-FOURTH STREET — REGULATING, GRADING, CURBING AND FLAGGING, from 13th ave. to 14th ave. Area of assessment: Both sides of 84th st., from 13th to 14th aves., and to the extent of half the block at the intersecting avenues.

—that the same were confirmed by the Board of Assessors on April 7, 1914, and entered April 7, 1914, 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, and 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 by section 1019 of the Greater New York Charter.

Said section provides, in part, "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 to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton st., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before June 6, 1914, 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 centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, April 7, 1914. a11,22

Interest on City Bonds and Stock.

THE INTEREST DUE ON MAY 1, 1914, ON registered bonds and stock of The City of New York, and of the former corporations now included therein, will be paid on that day by the Comptroller at his office (Room 853 in the Municipal Building, at Chambers and Centre sts., in the Borough of Manhattan.

The coupons that are payable in New York or in London for the interest due on May 1, 1914, on assessment bonds and corporate stock of The City of New York will be paid on that day at the option of the holders thereof, either at the office of the Guaranty Trust Company, 140 Broadway, New York City, in United States money, or at the office of Messrs. Seligman Brothers, 18 Austin Friars, London, E. C., England, in sterling.

The coupons that are payable only in New York for interest due on May 1, 1914, on bonds and stock of the present and former City of New York, and of former corporations now included in The City of New York, except the former County of Queens, will be paid on that day at the office of the said Guaranty Trust Company.

The coupons that are payable on May 1, 1914, for interest on bonds issued by the former County of Queens will be paid on that day at the Queens County Bank, Branch of the Corn Exchange Bank, Borden ave. and Front st., Long Island City.

The books for the transfer of bonds and stock on which interest is payable May 1, 1914, will be closed from April 10 to May 1, 1914.

WM. A. PRENDERGAST, Comptroller, City of New York, Department of Finance, Comptroller's Office, March 30, 1914. a1,m1

Sureties on Contracts.

UNTIL FURTHER NOTICE SURETY COMPANIES will be accepted as sufficient upon the following contracts to the amounts named:

Supplies of Any Description, Including Gas and Electricity.

One company on a bond up to $50,000.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Construction.

One company on a bond up to $25,000.

Including regulating, grading, paving, sewers, maintenance, dredging, construction of parks, parkways, docks, buildings, bridges, tunnels, aqueducts, repairs, heating, ventilating, plumbing, etc., etc.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Asphalt, Asphalt Block and Wood Block Pavements.

Two companies will be required on any and every bond up to amount authorized by letter of Comptroller to the surety companies, dated January 1, 1914.

January 1, 1914.

WILLIAM A. PRENDERGAST, Comptroller.

Sales of Tax Liens.

NOTICE OF CONTINUATION OF MANHATTAN TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Manhattan, as to liens remaining unsold at the termination of the sale of September 4, October 9, November 13, December 18, 1913, January 15, February 26, and April 2, 1914, has been continued to

THURSDAY, MAY 7, 1914.

at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in the Aldermanic Chamber, City Hall, Borough of Manhattan, City of New York.

Dated April 2, 1914.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a4,m7

NOTICE OF CONTINUANCE OF BROOKLYN TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Brooklyn, as to liens remaining unsold at the termination of the sale of October 15th, November 5th, December 3rd, 1913, and January 7th, February 11th and March 18, 1914, has been continued to

WEDNESDAY, APRIL 22, 1914.

at 2.30 p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 2, in basement of the Borough Hall, Brooklyn, N. Y.

Dated March 18, 1914.

DANIEL MOYNAHAN, Collecter of Assessments and Arrears. m20,a22

FIRE DEPARTMENT.

Proposals.

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, NOS. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

TUESDAY, APRIL 21, 1914.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED AND FURNISHING AND APPLYING TWELVE (12) GASOLINE DRIVEN TRACTORS.

The time for the completion of the work and the full performance of the contract is one hundred and thirty-five (135) days.

The amount of security required is thirty per cent. (30%) of the amount of the bid or estimate.

Bids will be compared and the contract awarded at a lump or aggregate sum.

NOTICE TO CONTRACTORS.

No bid will be received from any contractor or any manufacturer who does not submit a sworn statement, prior to filing his bid, setting out that he has produced and placed in successful operation, for six months prior to the time of opening of these bids (which sworn statement shall contain the time and place of putting them in service) ten (10) tractors of the type called for by the specifications, including motor, transmission, lubrication and ignition.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per tractor or other unit of measure, by which the bids will be tested. The extension must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder.

Bids for supplies must be submitted in duplicate.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.
a9,21

☞ **See General Instructions to Bidders on last page, last column, of the "City Record."**

COURT HOUSE BOARD.

Court House Site.

NOTICE OF SALE OF BUILDINGS AND APPURTENANCES THERETO.

Sale No. 3.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Court House Board, by virtue of the powers vested in it by law, will offer for sale by sealed bids certain buildings and the appurtenances thereunto belonging, standing upon the property owned by The City of New York, acquired for the site for the new Court House, in the Borough of Manhattan, City of New York.

The following buildings will be offered for sale, which are more particularly described on certain maps on file in the office of the Court House Board, Room 1101, No. 115 Broadway, New York City.

PARCEL 13.

Lot A—Damage Map No. E. 57. No. 50 Park st. One one-story brick building.

Lot B—Damage Map No. E. 56. No. 52-54 Park st. One five-story brick building and two one-story brick extensions.

PARCEL 14.

Lot A—Damage Map E. 64. No. 60 Centre st. One six-story brick building with one one-story brick extension.

Lot B—Damage Map No. E. 63. No. 58 Centre st. One six-story brick building and one one-story brick extension.

PARCEL 15.

Lot A—The southeast corner of Centre and Worth sts. Nos. 66-68 Centre st. One five-story brick buildink.

Lot B—Damage Map. No. E. 65. Nos. 62-64 Centre st. One four-story brick building and one three-story brick rear building; and one three-story brick building and one two-story brick rear building.

Sealed bids will be accepted only upon forms to be obtained from the office of the Court House Board, inclosed in properly sealed envelopes, and will be received by the Secretary of the Board at Room 1101, No. 115 Broadway, New York City, not later than 4 o'clock p. m. on

FRIDAY, APRIL 24, 1914.

and will be opened at the meeting of the Court House Board to be held at 4.30 o'clock p. m. on that day, and awards will thereafter be made and announced.

Bids must be per parcel, as above indicated. Awards will be made at the discretion of the Board, per parcel, to the highest bidder.

Each bid must be accompanied by a deposit of cash or certified check, in a sum equal to twenty-five (25) per centum of the amount of the bid.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Court House Board reserves the right to reject any and all bids and to waive any defects or informalities in any bid.

All bids must state clearly (1) the parcel and lot number, and the damage map number, as above, of the building or buildings bid for, (2) the amount of the bid per parcel and per lot, (3) the full name and address of the bidder.

The buildings will be sold for removal immediately after possession is given to the contractor, which will be about June 1, 1914, subject to the terms and conditions of the sale attached to the form of bid above referred to.

THE COURT HOUSE BOARD. MORGAN J. O'BRIEN, Chairman; L. LAFLIN KELLOGG, Secretary; EDWARD M. GROUT, E. CLIFFORD POTTER, CHARLES STECKLER, 115 Broadway, Room 1101.

April 6, 1914. a6,23

DEPARTMENT OF BRIDGES.

Proposals.

DEPARTMENT OF BRIDGES, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Bridges at the above office until 2 o'clock p. m., on

THURSDAY, APRIL 30, 1914.

FOR FURNISHING AND DELIVERING WOOD PAVING BLOCKS TO THE DEPARTMENT OF BRIDGES.

The time allowed for the full delivery of the blocks and for the complete performance of the contract will be ninety (90) calendar days after the date of certification of the contract by the Comptroller of the City.

The bidder shall state a unit price for each item contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award, if made, will be made to the lowest formal bidder in an aggregate sum for the total of all items.

The amount of security to guarantee the faithful performance of the contract will be thirty (30) per cent. of the total amount for which the contract is awarded.

The right is reserved by the Commissioner to reject all the bids should he deem it to the interest of the City so to do.

Blank forms and specifications may be obtained at the office of the Department of Bridges.

F. J. H. KRACKE, Commissioner.

Dated April 14, 1914. a18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF BRIDGES, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Bridges at the above office until 2 o'clock p. m., on

THURSDAY, APRIL 23, 1914.

FOR FURNISHING AND DELIVERING ANTHRACITE COAL TO THE BROOKLYN BRIDGE.

The time allowed for the full delivery of the coal and for the complete performance of the contract will be seventy (70) calendar days after the date of certification of the contract by the Comptroller of the City.

The amount of security to guarantee the faithful performance of the contract will be thirty (30) per cent .of the total amount for which the contract is awarded.

The right is reserved by the Commissioner to reject all the bids should he deem it to the interest of the City so to do.

Blank forms and specifications may be obtained at the office of the Department of Bridges.

F. J. H. KRACKE, Commissioner.

Dated April 6th, 1914. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD MEETINGS.

Board of Aldermen.

The Board of Aldermen meets in the Aldermanic Chamber, City Hall, every Tuesday, at 1.30 o'clock p. m.

P. J. SCULLY, City Clerk and Clerk to the Board of Aldermen.

Board of Estimate and Apportionment.

The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16), City Hall, every Friday, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.

The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesday, at 11 a. m., at call of the Mayor.

JOHN KORB, JR., Secretary.

Board of Revision of Assessments.

The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Friday, at 11 a. m., upon notice of the Chief Clerk.

JOHN KORB, JR., Chief Clerk.

Board of City Record.

The Board of City Record meets in the City Hall at call of the Mayor.

DAVID FERGUSON, Supervisor, Secretary.

DEPARTMENT OF EDUCATION.

Proposals.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

FRIDAY, MAY 1, 1914.

FOR FURNISHING AND DELIVERING PORTABLE WAGON AND AUTO SCALES TO THE BOARD OF EDUCATION, THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies, and the performance of the contract is sixty (60) consecutive working days.

The amount of security required is thirty per cent. (30%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested. Award will be made to the lowest bidder on each item.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated April 20, 1914. a20,m1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 27, 1914.

Borough of The Bronx,

NO. 5. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 51, ON TRINITY AND JACKSON AVES., AND E. 158TH ST., BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and twenty (120) working days, as provided in the contract.

The amount of security required is Four Thousand Dollars ($4,000).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 6. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS IN NEW PUBLIC SCHOOL 51, ON TRINITY AND JACKSON AVES. AND E. 158TH ST., BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and twenty (120) working days, as provided in the contract.

The amount of security required is Twenty-four Thousand Dollars ($24,000).

The deposit accompanying bid shall be five per centum of the amount of security.

Borough of Manhattan,

NO. 7. FOR ALTERATIONS AND REPAIRS TO HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOLS 1, 2, 12, 14, 19, 25, 31, 59, 62 (Items 1 and 2), 77, 79, AND 188, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work on each school will be sixty (60) working days, as provided in the contract.

The amount of security required is as follows:

P. S. 1, $500; P. S. 2, $600; P. S. 12, $200; P. S. 14, $100; P. S. 19, $100; P. S. 25, $100; P. S. 31, $600; P. S. 59, $800; P. S. 62, $500 (Item 1); P. S. 62, $700 (Item 2); P. S. 77, $200; P. S. 79, $1,000; P. S. 188, $300.

A separate proposal must be submitted for each school and for each item on Public School 62, and award will be made thereon.

The deposit accompanying bid on each school shall be five per centum of the amount of security.

NO. 8. FOR ALTERATIONS, REPAIRS, ETC., AT PUBLIC SCHOOLS 11, 17, 26, 28, 32, 33, 45, 51, 56, 58, 67, 69, 84, 87, 94, 127, AND DEWITT CLINTON HIGH SCHOOL, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work on each school will be fifty-five working days, as provided in the contract.

The amount of security required is as follows:

P. S. 11, $600; P. S. 17, $300; P. S. 26, $100; P. S. 28, $200; P. S. 32, $300; P. S. 33, $300; P. S. 45, $200; P. S. 51, $500; P. S. 56, $500; P. S. 58, $300; P. S. 67, $300; P. S. 69, $300; P. S. 84, $100; P. S. 87, $100; P. S. 94, $100; P. S. 127, $100; DeW. C. H. S., $400.

The deposit accompanying bid on each school shall be five per centum of the amount of security.

A separate proposal must be submitted for each school, and award will be made thereon.

Borough of Queens.

NO. 9. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 95, ON THE NORTHERLY SIDE OF LARREMORE AVE., BETWEEN YALE AND HARVARD AVES., JAMAICA, BOROUGH OF QUEENS.

The time allowed to complete the whole work of each item will be one hundred and fifty (150) working days, as provided in the contract.

The amount of security required is as follows: Item 1, $12,000; Item 2, $1,200.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

On Nos. 5 and 6 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder on each contract.

On Nos. 7, 8 and 9 the bidders must state the price of each item by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 69 Broadway, Flushing, Borough of Queens, for work for their respective Boroughs.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated April 15, 1914. a15,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 27, 1914.

Borough of Brooklyn.

NO. 1. FOR THE GENERAL CONSTRUCTION, ETC., OF RETAINING WALLS, FENCES, SIDEWALKS, ETC., ON AND ABOUT THE ATHLETIC FIELD, ON AVENUES K AND L, AND BETWEEN E. 17TH ST. AND THE LONG ISLAND RAILROAD, FLATBUSH, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be sixty (60) working days, as provided in the contract.

The amount of security required is Twenty-five Hundred Dollars ($2,500).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 2. FOR ALTERATIONS, REPAIRS, ETC., AT PUBLIC SCHOOLS 3, 41, 66, 70, 83, 84, 85, 93, 106, 113, 125, 144, 155, 156, BOYS' HIGH SCHOOL, COMMERCIAL HIGH SCHOOL AND GIRLS' HIGH SCHOOL, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work on each school will be fifty-five (55) working days, as provided in the contract.

The amount of security required is as follows:

P. S. 3, $500; P. S. 41, $300; P. S. 66, $1,000; P. S. 70, $600; P. S. 83, $800; P. S. 84, $400; P. S. 85, $1,000; P. S. 93, $600; P. S. 106, $1,600; P. S. 113, $400; P. S. 125, $400; P. S. 144, $1,200; P. S. 155, $600; P. S. 156, $1,000; B. H. S., $1,400; C. H. S., $2,000; G. H. S., $2,000.

The deposit accompanying bid on each school shall be five per centum of the amount of security.

A separate proposal must be submitted for each school and award will be made thereon.

NO. 3. FOR ITEM 1, GENERAL CONSTRUCTION OF ADDITIONS TO AND ALTERATIONS IN PUBLIC SCHOOL 36, ON STAGG AND TEN EYCK STS., BETWEEN BUSHWICK AVE. AND WATERBURY ST., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be one hundred and seventy-five (175) working days, as provided in the contract.

The amount of security required is Forty Thousand Dollars ($40,000).

The deposit accompanying bid on each Item shall be five per centum of the amount of security.

NO. 4. FOR ERECTING STORM ENCLOSURES, COVERED PASSAGE, ALTERATIONS, REPAIRS, ETC., AT PUBLIC SCHOOL 89, NEWKIRK AVE. AND E. 31ST ST., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be fifty-five (55) working days, as provided in the contract.

The amount of security required is Four Hundred Dollars ($400).

The deposit accompanying bid shall be five per centum of the amount of security.

On Nos. 1, 3 and 4 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder on each contract.

On No. 2 the bidders must state the price of each item by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated April 15, 1914. a15,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

THURSDAY, APRIL 23, 1914.

FOR FURNISHING AUTOMOBILE SERVICE FOR THE BOARD OF EDUCATION WITHIN THE CITY OF NEW YORK, FOR THE YEAR ENDING DECEMBER 31, 1914.

The time for the performance of the contract is by or before December 31, 1914.

The amount of security required is thirty (30) per cent. of the amount of the contract.

The bidder will state the price of each item or classes of items herein contained or hereto annexed, per hour, by which the bids will be tested.

Contract will be awarded to the lowest bidder on each item.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, southwest corner of Park ave. and 59th st., Borough of Manhattan.

PATRICK JONES, Superintendent of School Supplies.

Dated April 11, 1914. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearing.

PUBLIC IMPROVEMENT MATTERS.

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines of Fanchon place, between Bushwick avenue and Jamaica avenue, Borough of Brooklyn, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 1, 1914, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on March 27, 1914, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York, by changing the lines of Fanchon place, between Bushwick avenue and Jamaica avenue, in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough, and dated January 22, 1914.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place to be published in the CITY RECORD and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 1st day of May, 1914.

Dated April 18, 1914

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18.29

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the grades of Montague street, from Furman street to the United States bulkhead line of the East River, Borough of Brooklyn, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 1, 1914, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on March 27, 1914, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing and extending the lines and by changing the grades of Montague street, from Furman street to the United States bulkhead line of the East River, in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated February 20, 1914.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place to be published in the CITY RECORD and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 1st day of May, 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines and grades of Fort Schuyler road, between Coddington avenue and Whittemore avenue, Borough of The Bronx, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 1, 1914, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on March 27, 1914, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the lines and grades of Fort Schuyler road, between Coddington avenue and Whittemore avenue, in the Borough of The Bronx, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated March 5, 1914.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 1st day of May, 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the grades of Lefferts avenue, between Tuckahoe avenue and Vistula avenue, Borough of Queens, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 1, 1914, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on March 27, 1914, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the grades of Lefferts avenue, between Tuckahoe avenue and Vistula avenue, in the Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated January 8, 1914.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 1st day of May, 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to lay out the lines and grades of Ziegler avenue across the Flushing and Northside Division of the Long Island Railroad, Borough of Queens, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 1, 1914, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on March 27, 1914, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by laying out the lines and grades of Ziegler avenue across the Flushing and Northside Division of the Long Island Railroad, in the Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated June 20, 1913.

Resolved, That this Board consider the pro-

posed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 1st day of May, 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on March 27, 1914, the following resolution was adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of changing the lines and grades of the street system within the territory bounded by Reynolds street, the Staten Island Railway, Warren street and Clifton avenue, Borough of Richmond, in accordance with a tentative map or plan bearing the signature of the President of the Borough and dated February 9, 1914; be it

Resolved, That this Board will give an informal hearing in the matter at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 1st day of May, 1914, at 10.30 o'clock in the forenoon.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on March 27, 1914, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of instituting proceedings to acquire title to the lands and premises required for the opening and extending of that portion of Montague street, 50 feet wide, and lying 25 feet on each side of the centre line thereof, and extending from Court street to a point 275 feet west of Hicks street; and also to the full width of Montague street as laid out on the map of the City from the last mentioned point to the United States bulkhead line, in the Borough of Brooklyn, City of New York; and

Whereas, The Board of Estimate and Apportionment is authorized and required at the time of the adoption of the resolution directing the institution of proceedings to acquire title to the lands required for the foregoing improvement to fix and determine upon an area or areas of assessment for benefit for said proceeding.

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of section 980 of the Greater New York Charter, hereby gives notice that the following is the proposed area of assessment for benefit in this proceeding:

Beginning at a point on the bulkhead line of the East River where it is intersected by the prolongation of a line midway between Clark street and Pierrepont street as these streets are laid out between Columbia Heights and Willow street, and running thence eastwardly along the said prolongation of a line midway between Clark street and Pierrepont street to the intersection with a line midway between Furman street and Columbia Heights; thence southwardly along the said line midway between Furman street and Columbia Heights to the intersection with the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of Pierrepont street, the said distance being measured at right angles to Pierrepont street; thence eastwardly along the said line parallel with Pierrepont street and along the prolongations of the said line to a point distant 100 feet easterly from the easterly line of Fulton street, the said distance being measured at right angles to Fulton street; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Fulton street to the intersection with a line at right angles to Fulton street and passing through a point on its westerly side where it is intersected by a line distant 100 feet easterly from and parallel with the easterly line of Court street, the said distance being measured at right angles to Court street; thence westwardly along the said line at right angles to Fulton street to the intersection with its westerly side; thence southwardly along the said line parallel with Court street to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Remsen street, the said distance being measured at right angles to Remsen street; thence westwardly along the said line parallel with Remsen street and along the prolongations of the said line to the intersection with the bulkhead line of the East River; thence northwardly along the said bulkhead line to the point or place of beginning.

Resolved, That this Board consider the proposed area of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 1st day of May, 1914, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the CITY RECORD and the corporation newspapers for ten days prior to the 1st day of May 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on March 27, 1914, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of amending the proceeding authorized by the said Board on April 17, 1913, for acquiring title to Stillwell avenue, from 22nd avenue to 80th street, Borough of Brooklyn, so as to authorize the acquisition of title to Stillwell avenue, from 22nd avenue to 80th street, and from 86th street to Surf avenue; such title to be in fee, subject, however, to the right of the Nassau Electric Railroad Company to occupy said street for railroad purposes.

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of the Greater New York Charter, as amended, hereby gives notice that the following is the proposed district of assessment for benefit in this proposed amended proceeding:

Beginning at a point on a line midway between 78th street and 79th street distant 100 feet northwesterly from the northwesterly line of 21st avenue, and running thence northeastwardly and parallel with 21st avenue to the intersection with a line midway between 71st street and 72d street; thence southeastwardly along the said line midway between 71st street and 72d street and along the prolongation of the said line to the intersection with a line midway between West 10th street and West 11th street; thence southwardly along the said line midway between West 10th street and West 11th street to the intersection with the northerly line of Canal Avenue North; thence southwardly in a straight line to a point on the southerly line of Neptune avenue where it is intersected by a line distant 100 feet easterly from and parallel with the easterly line of West 11th street, the said distance being measured at right angles to West 11th street; thence southwardly along the said line parallel with West 11th street to a point distant 100 feet northerly from the northerly line of Surf avenue, the said distance being measured at right angles to Surf avenue; thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Surf avenue to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of West 10th street as this street is laid out where it adjoins Surf avenue on the south, the said distance being measured at right angles to West 10th street; thence southwardly along the said line parallel with West 10th street and along the prolongations of the said line to the intersection with the mean high water line of the Atlantic Ocean; thence westwardly along the said mean high water line to the intersection with the prolongation of a line midway between West 17th street and West 19th street as these streets are laid out between Mermaid avenue and Surf avenue; thence northwardly along the said line midway between West 17th street and West 19th street and along the prolongations of the said line to the intersection with the southerly line of Canal Avenue South; thence northeastwardly in a straight line to a point on the northerly line of Canal Avenue North where it is intersected by a line distant 900 feet westerly from and parallel with the westerly line of Stillwell avenue as this street is laid out between Avenue Z and Canal avenue, the said distance being measured at right angles to Stillwell avenue; thence northwardly along the said line parallel with Stillwell avenue and along the prolongation of the said line to the intersection with a line midway between 78th street and 79th street; thence northwestwardly along the said line midway between 78th street and 79th street to the point or place of beginning.

Resolved, That this Board consider the proposed district of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 1st day of May, 1914, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the CITY RECORD and in the corporation newspapers for ten days prior to the 1st day of May, 1914.

Dated April 18, 1914.

JOSEPH HAAG, Secretary, Municipal Building, New York City. a18,29

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT the public hearing on the form of contract modifying contract dated July 10, 1912, granting a franchise to the Manhattan Bridge Three Cent Line, by substituting a route on Fulton street, Ashland place and Lafayette avenue, Borough of Brooklyn, for a portion of its existing route, which was by resolution duly adopted November 20, 1913, fixed for December 24, 1913, and was continued from time to time until this day, was continued until the meeting of May 1, 1914, at 10.30 o'clock a. m., in Room 16, City Hall, Borough of Manhattan, at which time and place all citizens interested will have an opportunity to appear and be heard.

JOSEPH HAAG, Secretary.

Dated New York, April 17, 1914. a20,m1

PUBLIC NOTICE IS HEREBY GIVEN THAT the public hearing on the form of contract for the grant of a franchise to the Union Railway Company of New York City to construct, maintain and operate three extensions to its existing system in the Boroughs of Manhattan and The Bronx, as follows:

(a) Upon and along East 136th street, from 3d to Lincoln avenue, Borough of the Bronx.

(b) From the intersection of Willis avenue and 134th street, Borough of The Bronx, over the Willis Avenue Bridge and its approaches to 125th street, Borough of Manhattan, and upon and along 125th street, Manhattan street, 12th avenue and West 129th street.

(c) From the above described tracks on the Willis Avenue Bridge, thence easterly and northerly upon and over the easterly approach to said bridge to and connecting with the existing tracks in Southern boulevard, The Bronx.

—which was by resolution adopted March 6, 1914, fixed for this day, was continued until May 1, 1914, at 10.30 o'clock a. m., in Room 16, City Hall, Borough of Manhattan, at which time and place all citizens interested will have an opportunity to appear and be heard.

JOSEPH HAAG, Secretary.

Dated New York, April 17, 1914. a20,m1

PUBLIC NOTICE IS HEREBY GIVEN THAT at a meeting of the Board of Estimate and Apportionment held April 3, 1914, the following petition was received:

BEFORE THE BOARD OF ESTIMATE AND APPORTIONMENT OF THE CITY OF NEW YORK—SUPPLEMENTAL PETITION.

In the matter of the supplemental application of the FIFTH AVENUE COACH COMPANY for an extension of routes under chapter 769 of the Laws of 1913, upon Seventh avenue and other avenues and streets.

To the Board of Estimate and Apportionment of The City of New York:

The supplemental petition of the Fifth Avenue Coach Company respectfully shows:

I. That the petitioner is a domestic common carrier corporation, duly organized to own, operate, manage and control a line of stages or coaches for the transportation of passengers for hire.

II. That the postoffice address of the petitioner is No. 10 East One Hundred and Second street, Borough of Manhattan, County of New York, State of New York.

III. That on or about the 5th day of June, 1913, the petitioner filed with your Board an application dated June 5, 1913, for a franchise to extend its stage or omnibus routes upon certain specified streets, avenues, viaducts and highways of the Borough of Manhattan, City of New York, and that said application is still pending before your Board.

IV. That on account of the limited traffic facilities across Central Park your petitioner hereby supplements and amends its previous application aforesaid by adding to and forming a part of the routes therein described the further extension of its routes as follows:

From the intersection of its route on Fifth avenue with East 96th street, thence easterly along East 96th street, to the easerly side of Lexington avenue.

Also from the intersection of its route on Fifth avenue with the roadway of Central Park at or near East 97th street and known as Transverse Road Number 4, thence westerly along Transverse Road Number 4 across Central Park to Central Park West, thence southerly along Central Park West to West 96th street, thence westerly along West 96th street to the Hudson River.

Also from the East River on East 79th street, thence westerly along East 79th street, connecting with its route on Fifth avenue, to the roadway of Central Park at or near East 79th street and known as Transverse Road Number 2, thence westerly along Transverse Road Number 2 across Central Park to Central Park West, thence southerly along Central Park West to West 77th street, thence westerly along West 77th street to Columbus avenue, thence northerly along Columbus avenue to West 79th street, thence westerly along West 79th street, connecting with its route on Riverside drive to the Hudson River.

Wherefore, your petitioner asks that it be granted a franchise for an extension of its routes and for the right to establish, maintain and operate the same upon the streets, avenues, viaducts, highways, roads, parks and highways as set forth in its said application dated June 5, 1913, and as set forth herein.

Dated New York, March 21, 1914.

FIFTH AVENUE COACH COMPANY,
By RICHARD W. MEADE, President.

State of New York, County of New York, ss.:

Richard W. Meade, being duly sworn, deposes and says that he is the President of the Fifth Avenue Coach Company, the petitioner above named; that he has read the foregoing supplementary petition and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

RICHARD W. MEADE.

Sworn to before me this 21st day of March, 1914.

G. L. WILLEMS, Notary Public, New York County.

[NOTARY SEAL.]

—and the following resolutions were thereupon adopted:

Whereas, the foregoing petition from the Fifth Avenue Coach Company, dated March 21, 1914, was presented to the Board of Estimate and Apportionment at a meeting held April 3, 1914.

Resolved, That in pursuance of law this Board sets Friday, the first day of May, 1914, at 10.30 o'clock in the forenoon, and Room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard; and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least two (2) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the CITY RECORD immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

JOSEPH HAAG, Secretary.

New York, April 3, 1914. a20,m1

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The Degnon Terminal Railroad Corporation has, under date of December 10, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a freight terminal railroad across and along various streets and avenues within the district bounded by Meadow street, Thomson avenue, School street and Hunters Point avenue, Borough of Queens; and

Whereas, Sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws this Board adopted a resolution on January 9, 1914, fixing the date for a public hearing thereon as February 6, 1914, at which citizens were entitled to appear and be heard, and publication was had for at least two (2) days in the New York Times and Evening Post, newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Degnon Terminal Railroad Corporation, and the adequacy of the compensation proposed to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of the franchise or right applied for by the Degnon Terminal Railroad Corporation, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Degnon Terminal Railroad Corporation the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all the terms and conditions including the provisions as to rates, fares and charges upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This contract, made and executed in duplicate this day of , 19 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Degnon Terminal Railroad Corporation (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate railroad tracks in the Borough of Queens, City of New York, either at the same grade as the surface of the streets, or above or below the grade thereof, as shall be determined by the Public Service Commission for the First District of the State of New York, pursuant to law, for the purpose of conveying goods, wares and merchandise only, the centre lines of which are as follows:

1. A double track crossing Pearson street parallel to Meadow street and about twelve (12) feet southeasterly therefrom.

2. A double track beginning on the southwesterly side of Anable avenue about twelve (12) feet southeasterly from the southeasterly side of Meadow street; thence northeasterly in a curve across Anable avenue to a point on the northeasterly side thereof.

3. A double track crossing Creek street parallel to Nott avenue and about twelve (12) feet southerly therefrom.

4. A double track crossing Orton street parallel to Nott avenue and about twelve (12) feet southerly therefrom.

5. A double track crossing Manly street parallel to Nott avenue and about twelve (12) feet southerly therefrom.

6. A single track crossing Nott avenue at right angles near the centre of the block between Orton street and Manly street.

7. A single track beginning at a point on the northwesterly side of Davis street about eight (8) feet southwesterly from the intersection of said northwesterly side of Davis street with the southwesterly side of Pearson street; thence southerly in a curve across Davis street to the southeasterly side thereof at a point about seventy (70) feet southwesterly from the intersection of said southeasterly side of Davis street with the southwesterly side of Pearson street.

8. A single track beginning at a point on the northwesterly side of Creek street near the centre line of the block between Anable avenue and Pearson street; thence southerly in a curve across Creek street to a point in the southeasterly side of Creek street about two hundred and fifty-five (255) feet northerly from the intersection of said southeasterly side of Creek street and the northerly side of Hunters Point avenue.

9. A single track beginning at a point on the westerly side of Creek street about seventy-two (72) feet southerly from the intersection of said westerly side of Creek street with the southerly side of Nott avenue; thence southeasterly in a curve across Creek street to the easterly side thereof at a point about one hundred and sixty-seven (167) feet southerly from the intersection of said easterly side of Creek street with the southerly side of Nott avenue.

10. A single track beginning at a point in the westerly side of Creek street about three (3) feet southerly from the intersection of said westerly side of Creek street with the southerly side of Nott avenue; thence northeasterly in a curve across Creek street and Nott avenue to a point on the northerly side of Nott avenue about sixty-five (65) feet easterly from the intersection of said northerly side of Nott avenue with the easterly side of Creek stret.

11. A single track beginning at a point on the southerly side of Nott avenue about two hundred and twenty-five (225) feet easterly from the intersection of said southerly side of Nott avenue with the easterly side of Creek street; thence northeasterly in a curve across Nott avenue to a point on the northerly side thereof about sixty-five (65) feet easterly from the intersection of said northerly side of Nott avenue with the easterly side of Dutch Kills place.

12. A single track beginning at a point on the southerly side of Nott avenue about two hundred and ninety-five (295) feet westerly from the intersection of said southerly side of Nott avenue with the westerly side of Orton street; thence northeasterly in a curve across Nott avenue to a point on the northerly side thereof about ten (10) feet easterly from the intersection of said northerly side of Nott avenue with the easterly side of Queens place.

13. A single track beginning at a point on the southerly side of Nott avenue about one hundred and fifty (150) feet westerly from the intersection of said southerly side of Nott avenue with the westerly side of Orton street; thence northeasterly in a curve across Nott avenue to a point on the northerly side thereof about fifty (50) feet westerly from the intersection of said northerly side of Nott avenue with the westerly side of Orton street.

14. A single track beginning at a point on the westerly side of Orton street about three (3) feet southerly from the intersection of said westerly side of Orton street with the southerly side of Nott avenue; thence northeasterly in a curve across Orton street and Nott avenue to a point on the northerly side of Nott avenue about fifty-nine (59) feet easterly from the intersection of the said northerly side of Nott avenue with the easterly side of Orton street.

15. A single track crossing Nott avenue at right angles near the centre line of the block between Manly street and Mount street.

16. A single track crossing Nott avenue at right angles near the centre line of the block between Mount street and School street.

17. A single track clossing Anable avenue at right angles near the centre line of the block between Orton street and Manly street.

18. A single track crossing Anable avenue at right angles near the centre line of the block between Manly street and Mount street.

19. A single track crossing Anable avenue at right angles near the centre line of the block between Mount street and School street.

20. A single track beginning at a point in Creek street on the centre line of the track hereinbefore described as No. 9; thence southeasterly in a curve to a point on the easterly side of Creek street about one hundred and thirty-seven (137) feet southerly from the intersection of said easterly side of Creek street with the southerly side of Nott avenue.

21. A single track beginning at a point on the westerly side of Manly street about three (3) feet southerly from the intersection of said westerly side of Manly street with the southerly side of Nott avenue; thence northeasterly in a curve across Manly street and Nott avenue to a point on the northerly side of Nott avenue about fifty-nine (59) feet easterly from the intersection of said northerly side of Nott avenue with the easterly side of Manly street.

22. A single track beginning at a point on the westerly side of Mount street about two (2) feet southerly from the intersection of said westerly side of Mount street with the southerly side of Nott avenue; thence northeasterly in a curve across Mount street and Nott avenue to a point on the northerly side of Nott avenue about fifty-nine (59) feet easterly from the intersection of said northerly side of Nott avenue with the easterly side of Mount street.

23. A single track beginning at a point on the northwesterly side of Pearson street about eighteen (18) feet southeasterly from the intersection of said northeasterly side of Pearson street with the southeasterly side of Meadow street; thence southwesterly in a curve across Pearson street to a point on the southwesterly side thereof about fifty (50) feet southeasterly from the intersection of said southwesterly side of Pearson street with the southeasterly side of Meadow street.

The said tracks hereby authorized are shown upon a map entitled:

"Map showing proposed tracks of Degnon Terminal Railroad Corporation to be located in First Ward, Borough of Queens, in the territory bounded on the east by School street, on the south by Hunters Point avenue, on the west and northwest by Meadow street and on the north by Thomson avenue. To accompany petition verified December 10, 1913, to the Board of Estimate and Apportionment,"

—and signed by Alfred A. Stuart, President, and Norman G. Degnon, Engineer; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and the description thereof which are not inconsistent with the other provisions of this contract may be permitted by resolution of the Board.

This grant is made with the understanding that the tracks herein authorized are to be operated as a necessary part of the railroad of the Company, as shown by the layout upon the map attached hereto, and is only granted upon condition that all of the tracks shown upon said map whether upon private property or upon streets or avenues shall be operated as one railroad.

Sec. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railroad shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall, within said three (3) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme

Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railroad ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railroad shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor, until January 1, 1929, with the privilege of renewal of said contract for the further period of ten (10) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding ten (10) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

Third—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

Fourth—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(*a*) The sum of fifteen thousand dollars ($15,000) in cash within thirty (30) days after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(*b*) During the first term expiring January 1, 1924, an annual sum of two thousand five hundred dollars ($2,500).

During the remainder term of five (5) years an annual sum of ten thousand dollars ($10,000).

The annual charges shall commence from January 1, 1914.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year, and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

Any and all payments to be made by the terms of this contract to the City by the Company, shall not be considered in any manner in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatsoever kind or description, now or hereafter required to be paid by any ordinance of the City, or resolution of the Board, or any law of the State of New York.

Fifth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Sixth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any person or corporation a franchise or right to use the streets hereinbefore mentioned, or any part of them, for railroad purposes, and the Company shall not at any time oppose, but shall consent to the construction and operation of a railroad by any such other corporation or individual which may receive a franchise therefor from the City; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights in said streets.

Seventh—If the right of way on private property upon which the Company proposes to operate or any location of track herein authorized (all as shown on the map hereto attached) shall be crossed, intersected or joined by the right of way or tracks of another railroad corporation, then the Company shall unite with such corporation in forming the necessary connections between the railroads of the Company and such corporation, and shall grant the requisite facilities therefor, whether the tracks on the right of way of such corporation are at the same or a different grade from the tracks of the Company at the point of such crossing or intersection.

In case the Company and such corporation cannot agree upon the amount of compensation to be paid therefor, such compensation shall be fixed in the manner provided in section 22 of the Railroad Law.

When such railroads shall be so connected, the Company shall receive from such other corporation, and forward to their destination, all goods, merchandise and other property intended for points on its railroad, and receive and forward to the railroad of such other corporation all goods, merchandise and other property shipped by way of the Company's railroad and intended for points thereon, with the same despatch and at a rate of freight not exceeding the local tariff rate charged for similar goods, merchandise and other property received at or forwarded from the same points for individuals and other corporations.

The intent and purpose of the foregoing is to provide for the use of the Company's railroad by any other railroad which may be constructed in the vicinity, so that such other railroad may be afforded an outlet and rail connection with a trunk line railroad or a water connection with the Dutch Kills Creek by means of the railroad of the Company.

Eighth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Ninth—Should it be deemed advisable by the Board at any time during the term of this contract to require the extension of the tracks of the Company to reach property owned by any individual or corporation making application to the Board for such extension, and the Board shall so order, then the Company shall, immediately after reaching an agreement with such applicants with respect to the terms upon which such extension shall be constructed, or in lieu thereof a determination of the arbitrators, as herein provided apply for and accept a franchise upon terms and conditions similar to those contained herein to extend its tracks beyond the tracks now planned by the Company, as indicated by the layout of track shown upon the map attached hereto, to the property of such applicant, and upon receiving such a franchise the Company shall, upon terms to be agreed upon between the petitioner and the Company, so extend its tracks and deliver and receive freight for shipment to all persons desiring such service along the line of such extension or extensions; such service to be performed at the rates charged for similar service upon the railroad herein authorized, or as may be fixed by the Board.

In case the Company and the applicants for such extension cannot agree upon the terms upon which such extension shall be constructed, including the division, if any, of the cost of the extension and of the maintenance thereof, then such terms shall be determined and fixed by three arbitrators selected in the following manner:

One fit and impartial person shall be chosen by the Company; one fit and impartial person shall be chosen by the applicant or applicants for such extension, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of such persons who shall be so selected shall be final and conclusive. If either the Company or such applicant fails to appoint an arbitrator, as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty days after the first two arbitrators shall be chosen, or if no two arbitrators so selected shall agree upon the terms upon which such extension shall be constructed and maintained within sixty (60) days after the arbitrators shall be so selected, then such may be fixed by a commissioner appointed by the Supreme Court on the application of either party.

Tenth—The Company shall commence construction of any portion of the railroad herein authorized which shall be necessary to transport freight to or from property proposed to be so served, as indicated by the layout of the railroad shown upon a map attached hereto, within thirty (30) days from the date upon which application for service shall be made by the owner or occupier of such property, provided that the consents of the property owners, as herein required have been obtained, or, in lieu thereof, an order of the Appellate Division of the Supreme Court made pursuant to section 174 of the Railroad Law confirming the determination of the commissioners appointed thereunder that such railroad ought to be constructed, has been issued. If the consents of property owners have not been obtained, nor the order of the Appellate Division issued, at the time when application for the use of such railroad is made by such owner or occupier of such property, then, the Company shall commence the construction of that portion of the railroad for which application has been so made within thirty (30) days after the obtaining of such consents or the issuance of such order. The Company shall complete such portion of said railroad and place the same in operation within sixty (60) days after such application has been made by such owner or occupier of said property, or if neither the consents of the property owners or said order of the Appellate Division of the Supreme Court has been obtained at the time such application is made, then within sixty (60) days from the date of filing such consents or the date of such order. If the Company shall fail to complete the construction of the railroad and put the same in operation as herein required, all rights hereunder shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City. Provided, however, that the period for commencement and the period for completion and placing the railroad in operation may be extended by the Board; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Eleventh—If the grade of the tracks or any portion thereof herein authorized be at any time during the existence of this contract changed to a position either above or below the surface of the streets or avenues, then the Company shall pay to the City any sum or sums which the City may be required by law to pay toward the change of grade of such tracks.

Twelfth—Said railroad shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railroad shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction, and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railroad within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Thirteenth—The work of construction of the tracks hereby authorized shall be done in such manner as shall not substantially interfere with the ordinary use of any street or avenue as a public highway.

Fourteenth—During the period prior to January 1, 1916, cars may be operated upon said tracks by steam locomotives which shall be housed or boxed so as to conform with the type commonly known as the "dummy engine." On or before January 1, 1916, the Company shall discontinue the use of said dummy steam locomotives and operate said tracks by electric power or any other motive power which may be approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York. It is understood, however, that no overhead wires except trolley wires shall be permitted for the operation of said tracks by the electric power.

Fifteenth—Neither pedestrians nor vehicles shall be prevented from crossing the tracks hereby authorized by the occupation of such tracks by cars or trains operated thereon, for a greater period than five (5) consecutive minutes at any time, and the aggregate of such periods shall not exceed ten (10) minutes in any hour between 7 o'clock a. m. and 6 o'clock p. m.

Sixteenth—Should the Company be allowed to operate at the same grade as the streets and avenues, the Company shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks at all times when cars or trains shall be operated thereon. Should it seem necessary in the opinion of the Board at any time during the term of this contract that gates be erected, maintained and operated across any of the streets or avenues for the purpose of excluding pedestrians and vehicles from the tracks hereby authorized, then the Company shall erect, maintain and operate such gates as may be designated upon thirty (30) days' notice by the Board to the Company.

Seventeenth—As long as the said tracks or any portion thereof shall remain in the streets and avenues during the term of this contract the Company shall, at its own expense, set the curbs and pave the entire roadway and sidewalk and keep the same in permanent repair upon that portion of Nott avenue between the southeasterly side of Meadow street and the westerly side of School street, that portion of Anable avenue between the easterly side of Orton street and the westerly side of School street and those portions of Davis street, Pearson street, Creek street, Orton street, Manly street, Mount street and Anable avenue, except Anable avenue between Orton street and School street, between the tracks and the rails of the tracks hereby authorized in said streets and avenues and for a distance of two (2) feet beyond such rails on either side thereof; all of the work to be done under the supervision of the local authorities in such manner and at such time as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Queens, said President may make the same at the expense of the Company, and the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Eighteenth—Should the Company be allowed to operate at the same grade as the streets and avenues, it shall at all times keep that portion of Nott avenue between the southeasterly side of Meadow street and the westerly side of School street, that portion of Anable avenue between the easterly side of Orton street and the westerly side of School street and those portions of Davis street, Pearson street, Creek street, Orton street, Manly street, Mount street and Anable avenue (except Anable avenue between Orton street and School street), between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the President of the Borough of Queens, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Nineteenth—Should the grades or lines of the streets and avenues in which the railroad is hereby authorized be changed at any time after the railroad has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets or avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twentieth—It is agreed that the right hereby granted to operate a railroad shall not be in preference or in hindrance to public work of the City, and should the said railroad in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-first—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railroad, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-second—Said railroad shall be constructed and operated in the latest approved manner of railroad construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railroad equipment, including rolling stock and railroad appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Twenty-third—The rates for carrying property upon the tracks hereby authorized shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company, and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no rates in excess of those fixed shall be charged for such service.

Twenty-fourth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding and at any other time upon request of the Board, which shall give the result of the operations of the railroad during the year and such other information in regard to the business of the Company as may be required by the Board.

Twenty-fifth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total length of track in operation within the limits of the City and the length of track constructed and operated under this contract and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-sixth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted, may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railroad constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Twenty-seventh—If the Company shall fail to give efficient public service at the rates herein provided, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-eighth—The Company shall assume all liability to persons or property by reason of the construction or operation of the railroad authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Twenty-ninth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of ten thousand dollars ($10,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at reasonable rates, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railroad, and the maintenance of the property in good condition throughout the whole term of this contract; and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board acting hereunder relating to the obstruction of traffic and the maintenance of gates and flagmen, the Company shall pay a penalty of fifty dollars per day for each day of violation, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice pay to the City a sum sufficient to restore said security fund to the original amount of ten thousand dollars ($10,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights,

remedies or causes of action belonging to the City.

Thirtieth—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is hereby authorized to operate.

Thirty-first—The Company hereby agrees that it will not institute any proceedings to acquire by condemnation any land, property, appurtenances or rights pursuant to any law, unless and until permitted to do so by resolution of the Board, otherwise this grant shall cease and determine.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Sec. 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

Sec. 4. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,
By .....
[CORPORATE SEAL.] Mayor.
Attest:
.....
City Clerk.

DEGNON TERMINAL RAILROAD CORPORATION,
By .....
[SEAL.] President.
Attest:
.....
Secretary.

(Here add acknowledgments.)

Resolved, That the result of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor and of the terms and conditions including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant or such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the Degnon Terminal Railroad Corporation, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Friday, May 1, 1914, in the CITY RECORD, and at least twice during the ten (10) days immediately prior to Friday, May 1, 1914, in two (2) daily newspapers to be designated by the Mayor therefor, and published in The City of New York, at the expense of the Degnon Terminal Railroad Corporation, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of a franchise or right applied for by the Degnon Terminal Railroad Corporation, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing any such contract, will at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Friday, May 1, 1914, at 10.30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

JOSEPH HAAG, Secretary.
Dated New York, March 20, 1914. a8,m1

DEPARTMENT OF PUBLIC CHARITIES.

Proposals.

MAIN OFFICE OF THE DEPARTMENT OF PUBLIC CHARITIES, NEW MUNICIPAL BUILDING, ROOM 1091, THE CITY OF NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m., on

WEDNESDAY, APRIL 22, 1914.

FOR FURNISHING AND DELIVERING ANTHRACITE, BITUMINOUS AND GAS COAL.

The quantities are as follows:

Boroughs of Manhattan and The Bronx.
3,640 tons egg coal.
8,000 tons buckwheat coal, No. 1.
800 tons pea coal.
600 tons stove coal.
8,000 tons bituminous coal.
400 tons gas coal.

Boroughs of Brooklyn and Queens.
6,000 tons pea coal.
940 tons stove coal.

Borough of Richmond.
500 tons egg coal.
3,000 tons buckwheat coal, No. 2.
125 tons stove coal.

The time for the performance of the contract is during the balance of the year 1914.

No bond will be required with the bid, as heretofore, but will be required upon awarding of the contract in an amount equal to thirty (30) per cent. of the contract.

No bid will be considered unless it is accompanied by a deposit, which shall be in the form of money or 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 corporate stock or certificates of indebtedness of any nature issued by The City of New York and approved by the Comptroller as of equal value to the security required. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per gross ton, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder on each line, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at the office of the Storekeeper of the Department, Room 1008, New Municipal Building, Borough of Manhattan.

JOHN A. KINGSBURY, Commissioner.
Dated April 10, 1914. a11,22

☞See General Instructions to Bidders on last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF PUBLIC CHARITIES, NEW MUNICIPAL BUILDING, ROOM 1091, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m., on

THURSDAY, APRIL 23, 1914.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REPAIRING THE STEAMER "THE BRONX."

The time allowed for the completion of the work and full performance of the contract is thirty (30) consecutive working days.

The security required will be Thirteen Hundred Dollars ($1,300).

Certified check or cash in the sum of Sixty-five Dollars ($65) must accompany bid.

The bidder will state one aggregate price for the whole work described and specified, as the contract is for a complete job.

Blank forms and further information may be obtained at the office of the Chief Engineer of the Department, Room 1035, New Municipal Building, The City of New York, where plans and specifications may be seen.

JOHN A. KINGSBURY, Commissioner.
Dated April 10, 1914. a13,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF MANHATTAN.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, MUNICIPAL BUILDING, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the offices, Commissioner of Public Works, Room 2032, 20th floor, Municipal Building, until 2 o'clock p. m., on

FRIDAY, APRIL 24, 1914.

ITEM "A." FOR FURNISHING ALL OF THE LABOR AND MATERIALS REQUIRED FOR THE COMPLETE CONSTRUCTION AND INSTALLATION OF A REFRIGERATING PLANT, AND ALL WORK INCIDENTAL THERETO, IN WASHINGTON MARKET, LOCATED AT WASHINGTON, VESEY, FULTON AND WEST STS., BOROUGH OF MANHATTAN.

ITEM "B." FOR FURNISHING ALL OF THE LABOR AND MATERIALS REQUIRED FOR THE COMPLETE CONSTRUCTION AND INSTALLATION OF A REFRIGERATING PLANT, OMITTING INSULATION PROVIDED FOR ON BRINE PIPES OUTSIDE OF MACHINE AND CONDENSER ROOMS, IN WASHINGTON MARKET, LOCATED AT WASHINGTON, VESEY, FULTON AND WEST STS., BOROUGH OF MANHATTAN.

The time allowed for the completion of the work will be sixty (60) consecutive calendar working days.

The amount of security required will be Ten Thousand Dollars ($10,000), and the amount of deposit accompanying the bid will be five (5) per cent. of the amount of security.

The bidder will state one aggregate price for each item described and specified, as the contract is, entire and for a complete job.

The bids will be compared and the contract awarded at a lump or aggregate sum to the lowest bidder of the item selected and determined upon.

Blank forms, specifications and plans may be obtained at the office of the Architect, Charles H. Higgins, 95 Liberty st., Borough of Manhattan. MARCUS M. MARKS, President.

City of New York, April 14, 1914. a14,24

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, MUNICIPAL BUILDING, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the offices, Commissioner of Public Works, Room 2032, Municipal Building, until 2 o'clock p. m., on

FRIDAY, APRIL 24, 1914.

NO. 1. FOR FURNISHING AND DELIVERING SUPPLIES AS FOLLOWS: 6,000 CUBIC YARDS OF WASHED GRAVEL.

The time for the completion of the contract is until December 31, 1914.

The amount of security required for the performance of the contract shall be 30% of the total amount for which the contract is awarded.

The deposit required shall be in an amount of not less than 1½% of the total amount of the bid.

NO. 2. FOR FURNISHING AND DELIVERING SUPPLIES AS FOLLOWS: 1,100 CUBIC YARDS OF WASHED GRAVEL OR GRITS, TO BE DELIVERED ON MACADAM ROADS.

The time for the completion of the contract is until September 30, 1914.

The amount of security required for the performance of the contract shall be 30% of the total amount for which the contract is awarded.

The deposit required shall be in an amount of not less than 1½% of the total amount of the bid.

NO. 3. FOR FURNISHING AND DELIVERING SUPPLIES AS FOLLOWS: 1,000 CUBIC YARDS OF WASHED GRAVEL OR GRITS, TO BE DELIVERED AT CORPORATION YARDS.

The time for the completion of the contract is until December 31, 1914.

The amount of security required for the performance of the contract shall be 30% of the total amount for which the contract is awarded.

The deposit required shall be in an amount of not less than 1½% of the total amount of the bid.

NO. 4. FOR FURNISHING AND DELIVERING SUPPLIES AS FOLLOWS: 5,500 CUBIC YARDS OF ASPHALT WEARING SURFACE SAND, TO BE DELIVERED AT THE MUNICIPAL ASPHALT PLANT, SITUATED ON THE EAST RIVER, BETWEEN 90TH AND 91ST STS.

The time for the completion of the contract is until December 31, 1914.

The amount of security required for the performance of the contract shall be 30% of the total amount for which the contract is awarded.

The deposit required shall be in an amount of not less than 1½% of the total amount of the bid.

The bidder must deposit samples of sand with the Borough President at the office of the Chief Engineer of Highways, Room 2124, Municipal Building, on or before the time of making his bid.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard, or other unit of measure or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, Bureau of Highways, Room 2124, Municipal Building, Borough of Manhattan.

a14,24 MARCUS M. MARKS, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF PARKS.

Proposals.

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 30, 1914.
Borough of Manhattan,

FOR FURNISHING AND DELIVERING GARDEN MOULD.

The time allowed for the completion of the contract is as required within sixty calendar days.

The amount of the bond for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

Bids must be submitted in duplicate.

No bid will be considered unless it is accompanied by a deposit, which shall be in the form of money or 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 corporate stock or certificates of indebtedness of any nature issued by The City of New York and approved by the Comptroller as of equal value to the security required.

Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price of each item or article contained in the specifications or schedules, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for all items. The bids will be compared and the contract awarded at a lump or aggregate sum for all items.

Blank forms and other information may be obtained at the office of the Department of Parks, Boroughs of Manhattan and Richmond, Arsenal, Central Park, 64th st. and 5th ave., on personal application; or by mail, only when request is accompanied by ten (10) cents in stamps to pay postage.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

a18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 23, 1914.
Borough of Manhattan.

FOR ALL LABOR AND MATERIALS REQUIRED FOR ALL PLUMBING WORK IN ADDITION J, AND FOR CERTAIN ROUGH WORK IN ADDITION K OF THE METROPOLITAN MUSEUM OF ART, LOCATED IN CENTRAL PARK, ON THE WEST SIDE OF FIFTH AVENUE, OPPOSITE EAST EIGHTY-FIRST STREET.

The amount of security required is Four Thousand Dollars.

The time allowed to complete the work will be five hundred consecutive calendar days.

Certified check or cash in the sum of Two Hundred Dollars must accompany bid.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Boroughs of Manhattan and Richmond, Arsenal, Central Park, 64th st. and 5th ave.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Bark Board at the above office of the Department of Parks, until 3 p. m., on

THURSDAY, APRIL 23, 1914.

FOR CLEANING AND PAINTING FENCES IN FOREST PARK, IN THE BOROUGH OF QUEENS, CITY OF NEW YORK.

The work consists of cleaning and painting fences in Forest Park, as per specifications.

The Engineer's estimate of the linear feet of fences to be cleaned and painted is as follows:

Type 1, 2,063 linear feet.
Type 2, 5,223 linear feet.
Type 3, 7,107 linear feet.

The time allowed for the completion of the work let will be ninety (90) consecutive working days.

The amount of security required is One Thousand Dollars ($1,000). Cash or certified check for Fifty Dollars ($50) must accompany bid.

Items must be bid for separately, but the bids must show the aggregate or lump sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Borough of Queens. "The Overlook," Richmond Hill, L. I., upon personal application, or by mail only when request is accompanied by ten (10) cents in stamps to pay postage.

CABOT WARD, President; WALTER G. ELIOT, RAYMOND V. INGERSOLL, THOMAS W. WHITTLE, Commissioners of Parks.

a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 23, 1914.
Borough of Brooklyn.

1. FOR FURNISHING AND DELIVERING CRUSHED STONE SCREENINGS AND COW BAY SAND TO PARKS AND PARKWAYS IN THE BOROUGH OF BROOKLYN.

Time allowed for the completion of contract forty (40) days.

2. FOR FURNISHING AND DELIVERING CRUSHED STONE AND CRUSHED STONE SCREENINGS TO PARKS AND PARKWAYS IN THE BOROUGH OF BROOKLYN.

Time allowed for the completion of contract thirty (30) days.

3. FOR FURNISHING AND DELIVERING FIFTY-TWO THOUSAND (52,000) GALLONS OF MACADAM ASPHALT, BINDER, IN TANK CARS, AT LONG ISLAND RAILROAD TERMINALS IN THE BOROUGH OF BROOKLYN.

Time allowed for the completion of contract forty (40) days.

The amount of security required is thirty (30) per cent. of the amount for which the contract will be awarded.

A deposit of one and one-half (1½) per cent. of the total amount of the bid must accompany estimate.

Bids will be compared and the contract awarded at a lump or aggregate sum.

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES.

Proposals.

DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at the above office until 12 o'clock noon on

FRIDAY, MAY 1, 1914.
Borough of Manhattan.

CONTRACT NO. 1408.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING AND DELIVERING DRAFTING SUPPLIES.

The time for the completion of the work and the full performance of the contract is on or before the expiration of sixty calendar days.

The amount of security required for the performance of the contract shall be 30% of the total amount for which the contract is awarded.

The deposit to accompany bid shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

Awards if made will be made by items.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the said Department.

R. A. C. SMITH, Commissioner of Docks.
Dated April 18, 1914. a20,m1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at the above office until 12 o'clock noon on

FRIDAY, MAY 1, 1914.
Borough of Manhattan.

CONTRACT NO. 1422.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR EXTENDING PIER 35, NEAR THE FOOT OF SPRING ST., NORTH RIVER, BOROUGH OF MANHATTAN, AND DEPOSITING RIPRAP THEREAT.

The time for the completion of the work and the full performance of the contract is on or before the expiration of 160 calendar days.

The amount of security required is $11,000.

The bidder shall state, both in writing and in figures, a price for furnishing all of the labor and materials and for doing all of the work called for in Classes 1 and 2, and he shall also state a total price for the whole work described and specified, as the contract is entire and for a complete job, and, if awarded, will be awarded to the bidder whose price is lowest for doing all of the work and whose bid is regular in all respects. Payments will be made on the unit price in Class 2, in accordance with the work actually performed and not in accordance with the estimated quantity, but the estimated quantity will be used as a basis for comparison of bids.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the said Department.

R. A. C. SMITH, Commissioner of Docks.
Dated April 18, 1914. a20,m1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at the above office until 12 o'clock noon on

FRIDAY, APRIL 24, 1914.
Borough of Manhattan,

CONTRACT NO. 1425.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR SPRINKLING CERTAIN NEW MADE LAND ON THE NORTH AND EAST RIVERS, BOROUGH OF MANHATTAN.

The time for the completion of the work and the full performance of the contract is on or before the expiration of 184 calendar days.

The amount of security required is $2,500.

The bidder shall state, both in writing and in figures, a price per day of eight hours for furnishing all of the labor, sprinklers, horses, harness and drivers necessary to do the work called for. The contract is entire and for a complete job, and if awarded will be awarded to the bidder whose price per day is the lowest and whose bid is regular in all respects.

In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Sprinkling shall be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the said Department.

R. A. C. SMITH, Commissioner of Docks.
Dated April 10, 1914. a13,24

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ASSESSORS.

Notice to Present Claims for Damages.

PUBLIC NOTICE IS HEREBY GIVEN TO all persons claiming to have been injured by a change of grade in the regulating and grading of the following named streets to present their claims, in writing, to the Secretary of the Board of Assessors, No. 320 Broadway, on or before April 23, 1914, at 10 o'clock a. m. Claimants are requested to make their claims for damages upon the blank form prepared by the Board of

Assessors, copies of which may be obtained upon application at the above office.

Borough of Brooklyn.

4052 41st St., between 14th and 16th Aves.

Borough of The Bronx,

4053 Baychester Ave., between Boston Road and Pelham Bay Park.

4054 Boston Road, between White Plains Road and the north line of the City.

4055 Burnside Ave., from Aqueduct Ave. to the westerly side of Sedgwick Ave.

ALFRED P. W. SEAMAN, WM. C. ORMOND, JACOB J. LESSER, Board of Assessors.

ST. GEORGE B. TUCKER, Secretary, 320 Broadway, City of New York, Borough of Manhattan.

April 11, 1914. a11,22

BOARD OF WATER SUPPLY.

Proposals.

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, twenty-second floor, Municipal Building, Park row, Centre and Chambers sts., New York City, until 11 a. m., on

TUESDAY, APRIL 21, 1914.

for

CONTRACT 118.

FOR THE CONSTRUCTION OF ELEVEN SUPERSTRUCTURES ALONG THE LINE OF CATSKILL AQUEDUCT.

The buildings are to be of brick with concrete-stone trimmings.

Ten of the buildings are 30 feet by 39 feet by 27 feet and the other is somewhat smaller. The substructures or foundations of the buildings have been built, and the City will furnish and erect the tile roof for the buildings. The work is located in the towns of Phillipstown, Putnam County, and Cortlandt, Yorktown and Mt. Pleasant, Westchester County, New York.

A statement of the work required and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

Two or more bonds, the aggregate amount of which shall be fifty thousand dollars ($50,000), will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State Bank, drawn to the order of the Comptroller of The City of New York to the amount of three thousand dollars ($3,000).

Time allowed for the completion of the work is 24 months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, contract drawings, etc., can be obtained at the above address, at the office of the Secretary, upon application in person or by mail, by depositing the sum of ten dollars ($10) in cash or its equivalent for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

For further particulars apply to the office of the Principal Assistant Engineer, at the above address.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

W. BRUCE COBB, Secretary. a2,21

NOTE—See general instructions to bidders on last page, last column, of the CITY RECORD, so far as applicable hereto and not otherwise provided for.

BOROUGH OF QUEENS.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF QUEENS, THIRD FLOOR OF THE BOROUGH HALL, 5TH ST. AND JACKSON AVE., LONG ISLAND CITY, BOROUGH OF QUEENS, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE reeeived by the President of the Borough of Queens at the above office until 11 a. m., on

WEDNESDAY, APRIL 22, 1914.

1. FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN HARSELL ST., FROM THE EAST RIVER TO HAMILTON ST., AND IN HAMILTON ST., FROM HARSELL ST. TO PAYNTAR AVE., FIRST WARD.

The Engineer's estimate of the quantities is as follows:

61 linear feet special 4′ 9″ reinforced concrete sewer.
568 linear feet 4′ 9″ reinforced concrete sewer.
229 linear feet 4′ 6″ reinforced concrete sewer.
598 linear feet 3′ 6″ x 2′ 4″ egg-shaped concrete sewer.
1 outlet, complete.
1 junction chamber at Hamilton st. and Paynter ave., complete.
1 junction chamber at Hamilton st. and Wilbur ave., complete.
6 manholes, complete.
1 cleaning shaft, complete.
1 receiving basin, complete.
25,000 feet B. M. timber for bracing and sheet piling.
8,000 feet B. M. timber for foundation.
6,000 linear feet of piles.
1,600 cubic yards of rock excavated and removed.
7,400 pounds of reinforcing steel, exclusive of reinforcing shown on plan.
30 linear feet 12-inch vitrified salt-glazed pipe for basin connections.
100 cubic yards of concrete, exclusive of concrete shown on plan.
34 spurs, 24 inches long, on 3′ 6″ x 2′ 4″ egg-shaped concrete sewer.
16 spurs, 24 inches long, on 4′ 6″ reinforced concrete sewer.

The time allowed for completing the above work will be one hundred and fifty (150) working days.

The amount of security required will be Fifteen Thousand Dollars ($15,000).

2. FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN NEWTOWN ROAD, FROM 13TH AVE. TO 18TH AVE., FIRST WARD.

The Engineer's estimate of the quantities is as follows:

1,230 linear feet 12-inch vitrified salt-glazed pipe sewer.
750 linear feet 6-inch vitrified salt-glazed sewer pipe for house connections.
10 manholes, complete.

The time allowed for completing the above work will be thirty (30) working days.

The amount of security required will be Twelve Hundred Dollars ($1,200).

3. FOR THE CONSTRUCTION OF TEMPORARY RECEIVING BASINS AND APPURTENANCES ON THE SOUTHEAST CORNER OF 19TH ST. AND BAYSIDE AVE., AND ON THE SOUTHWEST CORNER OF 19TH ST. AND 14TH AVE., AT WHITESTONE, THIRD WARD.

The Engineer's estimate of the quantities is as follows:

75 linear feet 12-inch vitrified salt-glazed culvert pipe.
2 receiving basins, complete.
10 cubic yards of rock excavated and removed.
2,000 feet B. M. timber for bracing and sheet piling.

The time allowed for completing the above work will be fifteen (15) working days.

The amount of security required will be Two Hundred and Fifty Dollars ($250).

4. FOR THE CONSTRUCTION OF RECEIVING BASINS AND APPURTENANCES ON THE FOUR CORNERS OF HANCOCK ST. AND BODINE ST., FIRST WARD.

The Engineer's estimate of the quantities is as follows:

4 single receiving basins, completed.
96 linear feet 12-inch vitrified salt-glazed pipe for basin connections.
5 cubic yards of rock, excavated and removed.

The time allowed for completing the above work will be twenty (20) working days.

The amount of security required will be Three Hundred and Fifty Dollars ($350).

5. FOR THE CONSTRUCTION OF RECEIVING BASINS AND APPURTENANCES AT THE NORTHEAST, NORTHWEST AND SOUTHWEST CORNERS OF THOMPSON AVE. AND COURT ST., FIRST WARD.

The Engineer's estimate of the quantities is as follows:

140 linear feet 12-inch vitrified salt-glazed pipe sewer.
2 manholes, complete.
3 single receiving basins, complete.
126 linear feet 12-inch vitrified salt-glazed pipe for basin connections.
3 spurs on 12-inch vitrified salt-glazed pipe sewer.
100 cubic yards of rock excavated and removed.

The time allowed for completing the above work will be twenty-five (25) working days.

The amount of security required will be Seven Hundred Dollars ($700).

6. FOR THE CONSTRUCTION OF RECEIVING BASINS AT THE NORTHEAST AND NORTHWEST CORNERS OF MYRTLE AVE. AND WOODBINE ST., SECOND WARD.

The Engineer's estimate of the quantities is as follows:

2 single receiving basins, complete.
60 linear feet 12-inch vitrified salt-glazed pipe for basin connections.
1 manhole, complete.

The time allowed for completing the above work will be ten (10) working days.

The amount of security required will be Two Hundred Dollars ($200).

7. FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN 12TH AVE., FROM VANDEVENTER AVE. TO THE EXISTING SEWER, ABOUT 475 FEET SOUTH OF WILSON AVE., FIRST WARD.

The Engineer's estimate of the quantities is as follows:

543 linear feet of 12-inch vitrified salt-glazed pipe sewer.
450 linear feet of 6-inch vitrified salt-glazed sewer pipe for house connections.
3 manholes, complete.

The time allowed for completing the above work will be thirty (30) working days.

The amount of security required will be Five Hundred Dollars ($500).

The bidder must state the price of each item or article contained in the specifications or schedules herein contained or hereafter annexed, per square yard, linear foot or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from a total.

Bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained and the plans or drawings may be seen at the office of the President of the Borough of Queens.

Dated Long Island City, New York, April 11th, 1914.

MAURICE E. CONNOLLY, President.

a11,22

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF BROOKLYN.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 29, 1914.

1. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF BEVERLY ROAD, FROM BEDFORD AVE., TO ROGERS AVE.

The Engineer's estimate is as follows:

2,800 square yards asphalt pavement (5 years maintenance).
465 cubic yards concrete.
50 linear feet bluestone heading stones set in concrete.
700 cubic yards excavation to subgrade.

Time allowed, 30 working days. Security required, $2,000.

2. FOR REGULATING AND REPAVING WITH PERMANENT GRADE 1 GRANITE PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAYS OF BRIDGE ST., FROM JOHN ST. TO SANDS ST., AND JOHN ST., FROM JAY ST. TO GOLD ST.

The Engineer's estimate is as follows:

8,435 square yards Grade 1 granite pavement with joint filler of coal tar pitch and gravel, outside railroad area (1 year maintenance).
10 square yards Grade 1 granite pavement with joint filler of coal tar pitch and gravel, within railroad area (no maintenance).
120 square yards adjacent pavement (to be relaid).
1,405 cubic yards concrete, outside railroad area.
2 cubic yards concrete, within railroad area.
3,160 linear feet new curbstone set in concrete.
865 linear feet old curbstone reset in concrete.
115 linear feet granite heading stones set in concrete.
31 new sewer manhole heads and covers.

Time allowed, 50 working days. Security required, $13,000.

3. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF CRESCENT ST., FROM JAMAICA AVE. TO FULTON ST.

The Engineer's estimate is as follows:

2,835 square yards asphalt pavement, outside railroad area (5 years maintenance).
920 square yards asphalt pavement, within railroad area (no maintenance).
475 cubic yards concrete, outside railroad area.
155 cubic yards concrete, within railroad area.
2,675 linear feet new curbstone set in concrete.
935 linear feet old curbstone reset in concrete.
100 linear feet bluestone heading stones set in concrete.
2 noiseless covers and heads for sewer manholes.

Time allowed, 30 working days. Security required, $4,000.

4. FOR REGULATING AND REPAVING WITH PERMANENT GRADE 1 GRANITE PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF FLUSHING AVE., FROM BROADWAY TO KNICKERBOCKER AVE.

The Engineer's estimate is as follows:

7,710 square yards Grade 1 granite pavement with joint filler of coal tar pitch and gravel, outside railroad area (1 year maintenance).
1,770 square yards Grade 1 granite pavement with joint filler of coal tar pitch and gravel, within railroad area (no maintenance).
240 square yards adjacent pavement to be relaid.
1,285 cubic yards concrete, outside railroad area.
295 cubic yards concrete, within railroad area.
6,235 linear feet new curbstone set in concrete.
540 linear feet old curbstone reset in concrete.
525 linear feet granite heading stones set in concrete.
1 sewer basin to be rebuilt.

Time allowed, 60 working days. Security required, $15,000.

5. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF GREENE AVE., FROM FULTON ST. TO CLINTON AVE., AND FROM ST. JAMES PLACE TO FRANKLIN AVE.

The Engineer's estimate is as follows:

6,055 square yards asphalt pavement, outside railroad area (5 years maintenance).
1,500 square yards asphalt pavement, within railroad area (no maintenance).
10 square yards adjacent pavement (to be relaid).
740 cubic yards concrete, outside railroad area.
185 cubic yards concrete, within railroad area.
6,055 square yards present asphalt pavement, outside railroad area, to be removed.
1,500 square yards present asphalt pavement, within railroad area, to be removed.
4,430 square yards present concrete foundation, outside railroad area, to be removed.
1,110 square yards present concrete foundation, within railroad area, to be removed.

Time allowed, 45 working days. Security required, $6,500.

6. FOR REGULATING AND REPAVING WITH PERMANENT GRADE 1 GRANITE PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF HAMILTON AVE., FROM RAPELYEA ST. TO COURT ST., AND FROM GOWANUS CANAL TO 3D AVE.

The Engineer's estimate is as follows:

12,900 square yards Grade 1 granite pavement, with joint filler of coal tar pitch and gravel, outside railroad area (1 year maintenance).
3,200 square yards Grade 1 granite pavement with joint filler of coal tar pitch and gravel, within railroad area (no maintenance).
200 square yards adjacent pavement (to be relaid).
2,150 cubic yards concrete, outside railroad area.
530 cubic yards concrete, within railroad area.
6,440 linear feet new curbstone set in concrete.
1,670 linear feet old curbstone reset in concrete.
680 linear feet granite heading stones set in concrete.
13 new sewer manhole heads and covers.

Time allowed, 90 working days. Security required, $23,500.

7. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF NOSTRAND AVE. FROM FLUSHING AVE. TO MYRTLE AVE., AND FROM DEKALB AVE. TO PUTNAM AVE.

The Engineer's estimate is as follows:

7,915 square yards asphalt pavement, outside railroad area (5 years maintenance).
1,930 square yards asphalt pavement, within railroad area (no maintenance).
100 square yards adjacent pavement (to be relaid).
1,320 cubic yards concrete, outside railroad area.
320 cubic yards concrete, within railroad area.
100 linear feet granite heading stones set in concrete.
1 noiseless cover and head for sewer manhole..
7,915 square yards present asphalt pavement, outside railroad area, to be removed.
1,930 square yards present asphalt pavement, within railroad area, to be removed.
7,750 square yards present concrete foundation, outside railroad area, to be removed.
1,900 square yards present concrete foundation, within railroad area, to be removed.

Time allowed, 50 working days. Security required, $8,500.

8. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF UNION AVE., FROM N. 10TH ST. TO BROADWAY.

The Engineer's estimate is as follows:

10,750 square yards asphalt pavement, outside railroad area (5 years maintenance).
1,880 square yards asphalt pavement, within railroad area (no maintenance).
80 square yards adjacent pavement (to be relaid).
1,790 cubic yards concrete, outside railroad area.
315 cubic yards concrete, within railroad area.
6,725 linear feet new curbstone set in concrete.
320 linear feet old curbstone reset in concrete.
175 linear feet granite heading stones set in concrete.
1 noiseless cover and head for sewer manhole.

Time allowed, 50 working days. Security required, $12,000.

9. FOR CONSTRUCTING CEMENT SIDEWALKS ON WILLIAMS AVE., FROM NEW LOTS ROAD TO LOUISIANA AVE., WHERE NECESSARY, AND ON VARIOUS OTHER STREETS.

The Engineer's estimate is as follows:

12,330 square feet cement sidewalks (1 year maintenance).
12,330 square feet cinder or gravel foundation, 6 inches thick, under cement sidewalks.

Time allowed, 30 working days. Security required, $600.

10. FOR FENCING LOTS ON GRANT AVE., WEST SIDE, BETWEEN LIBERTY AVE. AND McKINLEY AVE., AND ON VARIOUS OTHER STREETS.

The Engineer's estimate is as follows:

1,980 linear feet open board fence 6′ high.
100 feet, board measure, spruce boards.
2 chestnut posts.

Time allowed, 20 working days. Security required, $200.

11. FOR GRADING A PORTION OF LOT ON NORTH SIDE BERGEN ST., BETWEEN GRAND AVE. AND CLASSON AVE., KNOWN AS LOT NO. 66, BLOCK 1141, SEC. 4.

The Engineer's estimate is as follows:

56 cubic yards excavation.

Time allowed, 10 working days. Security required, $100.

12. FOR FURNISHING AND DELIVERING 3,500 CUBIC YARDS BROKEN TRAP ROCK AND 1,500 CUBIC YARDS TRAP ROCK SCREENINGS, TO BE DELIVERED TO SHORE BOULEVARD (MANHATTAN BEACH) FROM EMMONS AVE. TO THORNHILL ST.

Time of delivery, on or before December 31, 1914. Security required, 30% of the total amount for which the contract is awarded.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per linear foot, square foot, square yard, cubic yard or other unit of measure, by which the bids will be tested. *The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.*

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Highways, the Borough of Brooklyn, No. 12 Municipal Building, Brooklyn. L. H. POUNDS, President.

Dated April 13th, 1914. a17,29

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 22, 1914.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 11TH AVE., BETWEEN 61ST ST. AND THE NEW YORK AND SEA BEACH RAILROAD, AND BETWEEN 62ND ST. AND 65TH ST., WITH OUTLET SEWERS IN 62ND ST., BETWEEN 10TH AND 11TH AVES., AND IN 63RD ST., BETWEEN 10TH AND 11TH AVES.

The Engineer's preliminary estimate of the quantities is as follows:

847 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.35	$1,990 45
780 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.05	1,599 00
690 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.65	1,138 50
2,665 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.80	2,132 00
21 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	1,050 00
11 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	1,265 00
Total	$9,174 95

The time allowed for the completion of the work and full performance of the contract will be sixty (60) working days.

The amount of security required will be Four Thousand Six Hundred Dollars ($4,600).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 48TH ST., FROM 17TH AVE. TO 19TH AVE., AND AN OUTLET SEWER IN 18TH AVE., FROM 48TH ST. TO 49TH ST.

The Engineer's preliminary estimate of the quantities is as follows:

379 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.30	$871 70
1,422 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.70	2,417 40
2,200 linear feet of 6-inch house connecting drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85	1,870 00
15 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	750 00
3 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	345 00
Total	$6,254 10

The time allowed for the completion of the work and full performance of the contract will be forty-five (45) working days.

The amount of security required will be Three Thousand Two Hundred Dollars ($3,200).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN WEST ST., BETWEEN 50TH ST. AND AVENUE J.

The Engineer's preliminary estimate of the quantities is as follows:

210 linear feet of 24-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $4.25	$892 50
332 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.45	813 40
150 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2	300 00
60 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.65	99 00
735 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.90	661 50
5 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	250 00
4 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $120	480 00
Total	$3,496 40

The time allowed for the completion of the work and full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Eight Hundred Dollars ($1,800).

NO. 4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 52ND ST., BETWEEN 20TH AVE. AND WEST ST., CROSSING WEST ST. TO AVENUE J; ALSO SEWER BASIN AT THE NORTH AND WEST CORNERS OF 52ND ST. AND 20TH AVE.

The Engineer's preliminary estimate of the quantities is as follows:

653 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $3.05	$1,991 65
60 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.70	102 00
430 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.95	408 50
7 manholes complete, with iron	

heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 350 00

4 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $125 500 00

Total $3,352 15

The time allowed for the completion of the work and full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Seven Hundred Dollars ($1,700).

NO. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN ATKINS AVE., BETWEEN BLAKE AVE. AND NEW LOTS AVE.

The Engineer's preliminary estimate of the quantities is as follows:

669 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60 ..... $1,070 40

578 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.80 ..... 462 40

6 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 300 00

One (1) sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $115 ..... 115 00

3,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18 ..... 54 00

Total $2,001 80

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be One Thousand Dollars ($1,000).

NO. 6. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 19TH AVE., FROM 64TH ST. TO 65TH ST., AND A SEWER BASIN ON 19TH AVE., AT THE NORTH CORNER OF 64TH ST.

The Engineer's preliminary estimate of the quantities is as follows:

40 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.25 ..... $90 00

270 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80 ..... 486 00

330 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85 ..... 280 50

3 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50. 150 00

2 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $125.... 250 00

Total $1,256 50

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Six Hundred Dollars ($600).

NO. 7. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN CANARSIE LANE, FROM NOSTRAND AVE. TO EAST 31ST. ST.

The Engineer's preliminary estimate of the quantities is as follows:

219 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80 ..... $394 20

165 linear feet of 6-inch house connection drains, laid complete, including all incidentals and appurtenances; per linear foot, $0.85 ..... 140 25

3 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 150 00

1,500 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18 ..... 27 00

Total $711 45

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Four Hundred Dollars ($400).

NO. 8. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS ON DUMONT AVE., AT THE SOUTHEAST AND SOUTHWEST CORNERS OF BARRETT ST.; AT THE NORTHWEST CORNER OF SARATOGA AVE.; AT THE SOUTHWEST CORNER OF DOUGLASS ST., AND AT THE NORTHWEST AND SOUTHWEST CORNERS OF HOPKINSON AVE.

The Engineer's preliminary estimate of the quantities is as follows:

Six (6) sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $125 ..... $750 00

The time allowed for the completion of the work and full performance of the contract will be twenty-five (25) working days.

The amount of security required will be Three Hundred and Seventy-five Dollars ($375).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.), for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

a10,22 L. H. POUNDS, President.

☞**See General Instructions to Bidders on last page, last column, of the "City Record."**

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 22, 1914.

1. FOR REGULATING AND REPAVING WITH PERMANENT GRADE 1 GRANITE PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF FRANKLIN AVE., FROM EASTERN PARKWAY TO WASHINGTON AVE.

The Engineer's estimate is as follows:

5,250 square yards grade 1 granite pavement with joint filler of coal tar pitch and gravel, outside railroad area (1 year maintenance).

1,195 square yards grade 1 granite pavement with joint filler of coal tar pitch and gravel, within railroad area (no maintenance).

60 square yards adjacent pavement (to be relaid).

875 cubic yards concrete, outside railroad area.

200 cubic yards concrete, within railroad area.

55 linear feet new curbstone set in concrete.

720 linear feet granite heading stones, set in concrete.

5,250 square yards present asphalt block pavement, outside railroad area, to be removed.

1,195 square yards present asphalt block pavement, within railroad area, to be removed.

5,250 square yards present concrete foundation, outside railroad area, to be removed.

1,195 square yards present concrete foundation, within railroad area, to be removed.

900 square feet new bluestone flagstones, furnished and laid.

3,000 square feet old flagstones, relaid.

2,000 square feet cement sidewalks (1 year maintenance).

Time allowed, 50 working days. Security required, $10,000.

2. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAYS OF W. 15TH ST., FROM NEPTUNE AVE. TO SURF AVE., AND MERMAID AVE., FROM W. 15TH ST. TO W. 19TH ST.

The Engineer's estimate is as follows:

8,720 square yards asphalt pavement (5 years maintenance).

30 square yards adjacent pavement (to be relaid).

1,455 cubic yards concrete.

2,110 linear feet new curbstone set in concrete.

350 linear feet old curbstone reset in concrete.

215 linear feet bluestone heading stones set in concrete.

20 linear feet cement curb (1 year maintenance).

Time allowed, 40 working days. Security required, $7,500.

3. FOR FURNISHING AND DELIVERING 150,000 WOOD PAVING BLOCKS TO BE DELIVERED TO CORPORATION YARD, WALLABOUT BASIN, FOOT OF HEWES ST.

Time allowed, 30 working days. Security required, 30 per cent of the total amount for which the contract is awarded.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per linear foot, square foot, square yard, cubic yard or other unit of measure, by which the bids will be tested. *The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.*

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Highways, the Borough of Brooklyn, No. 12 Municipal Building, Brooklyn. L. H. POUNDS, President.

Dated April 6, 1914. a10,22

☞**See General Instructions to Bidders on last page, last column, of the "City Record."**

SUPREME COURT — FIRST DEPARTMENT.

Applications to Amend Proceedings.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to amending its application heretofore made in the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of WEST TWO HUNDRED AND THIRTY-EIGHTH STREET, from Kingsbridge avenue to Riverdale avenue; WEST TWO HUNDRED AND THIRTY-SIXTH STREET, from Albany road to Riverdale avenue, excluding the right of way of the New York and Putnam Railroad; WALDO AVENUE, from Greystone avenue to West Two Hundred and Forty-second street, and GREYSTONE AVENUE, from Riverdale avenue to West Two Hundred and Forty-second street, in the Twenty-fourth Ward, Borough of The Bronx, City of New York, so as to conform to a map or plan adopted by the Board of Estimate and Apportionment July 10, 1913, and approved by the Mayor July 21, 1913, under which the westerly line of Waldo avenue at its intersection with West Two Hundred and Forty-second street was slightly shifted; the proceeding as thus amended providing for the acquisition of title to West Two Hundred and Thirty-eighth street, from Kingsbridge avenue to Riverdale avenue; West Two Hundred and Thirty-sixth street, from Albany road to Riverdale avenue, excluding the right of way of the New York and Putnam railroad; Waldo avenue, from Greystone avenue to West Two Hundred and Forty-second street, and Greystone avenue, from Riverdale avenue to West Two Hundred and Forty-second street, as the foregoing streets are now laid out on the map or plan 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, First Department, at a Special Term thereof, to be held at Part III thereof, at the County Court House, in the Borough of Manhattan, in The City of New York, on the 29th day of April, 1914, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for an order amending the proceeding entitled "In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of West Two Hundred and Thirty-eighth street, from Kingsbridge avenue to Riverdale avenue; West Two Hundred and Thirty-sixth street, from Albany road to Riverdale avenue, excluding the right of way of the New York and Putnam Railroad; Waldo avenue, from Greystone avenue to West Two Hundred and Forty-second street, and Greystone avenue, from Riverdale avenue to West Two Hundred and Forty-second street, in the Twenty-fourth Ward, Borough of The Bronx, City of New York," and the petition and order appointing Commissioners of Estimate and a Commissioner of Assessment in said proceeding heretofore duly entered and filed in the office of the Clerk of the County of New York on the 24th day of June, 1912, so as to conform to a map or plan adopted by the Board of Estimate and Apportionment July 10, 1913, and approved by the Mayor July 21, 1913, under which the westerly line of Waldo avenue at its intersection with West Two Hundred and Forty-second street was slightly shifted; the proceeding as thus amended providing for the acquisition of title to West Two Hundred and Thirty-eighth street, from Kingsbridge avenue to Riverdale avenue; West Two Hundred and Thirty-sixth street, from Albany road to Riverdale avenue, excluding the right of way of New York and Putnam Railroad; Waldo avenue, from Greystone avenue to West Two Hundred and Forty-second street, and Greystone avenue, from Riverdale avenue to West Two Hundred and Forty-second street, as the foregoing streets are now laid out on the map or plan of The City of New York.

Additional land required for those portions of West Two Hundred and Thirty-eighth street, from Kingsbridge avenue to Riverdale avenue; West Two Hundred and Thirty-sixth street, from Albany road to Riverdale avenue, excluding the right of way of the New York and Putnam Railroad; Waldo avenue, from Greystone avenue to West Two Hundred and Forty-second street, and of Greystone avenue, from Riverdale avenue to West Two Hundred and Forty-second street, in the Borough of The Bronx, City of New York, according to resolution of the Board of Estimate and Apportionment adopted October 23, 1913, being the following described lot, piece or parcel of land, viz.:

Additional Land Required for Waldo Avenue.

Beginning at a point in the westerly line of Waldo avenue as legally acquired, distant 700.48 feet northerly from the intersection of said line with the northern line of West Two Hundred and Thirty-eighth street.

1. Thence northeasterly along the western line of Waldo avenue as legally acquired for 48.15 feet.

2. Thence northerly along last mentioned line for 44.88 feet.

3. Thence southerly, curving to the right on the arc of a circle of 335.994 feet radius for a distance of 92.496 feet to the point of beginning.

The additional land required for Waldo avenue is shown on a map entitled "Map showing a change in the street system heretofore laid out within the territory bounded by West Two Hundred and Thirty-eighth street, Riverdale avenue, Spuyten Duyvil parkway, West Two Hundred and Forty-fourth street and Waldo avenue," which map was filed in the office of the President of the Borough of The Bronx on September 19, 1913, in the office of the Register of the County of New York on September 18, 1913, as Map No. 1802, and in the office of the Corporation Counsel of The City of New York on September 18, 1913, in pigeonhole 194.

The additional land required for Waldo avenue is located in Block 3414 of section 13 of the Land Map of The City of New York.

The Board of Estimate and Apportionment on the 23d day of October, 1913, duly fixed and determined that the area of assessment for benefit in this amended proceeding be fixed and determined to be as follows:

Beginning at a point on the southeasterly line of Spuyten Duyvil road where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of West Two Hundred and Fortieth street and the northeasterly line of West Two Hundred and Thirty-eighth street, as these streets are laid out between Tibbett avenue and Corlear avenue, and running thence southeastwardly along the said bisecting line to a point distant 100 feet easterly from the easterly line of Broadway, the said distance being measured at right angles to Broadway; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Broadway to the intersection with a line midway between West Two Hundred and Thirty-sixth street and West Two Hundred and Thirty-seventh street, as these streets are laid out between Broadway and Putnam avenue West; thence eastwardly along the said line midway between West Two Hundred and Thirty-sixth street and West Two Hundred and Thirty-seventh street and along the prolongation of the said line to the intersection with the southeasterly right of way line of the New York and Putnam Railroad; thence northeastwardly along the said right of way line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the northerly line of West Two Hundred and Thirty-sixth street and the southerly line of West Two Hundred and Thirty-eighth street, as these streets are laid out where they adjoin Albany road on the west; thence southeastwardly along the said bisecting line to a point distant 100 feet easterly from the easterly line of Albany road, the said distance being measured at right angles to Albany road; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Albany road to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of West Two Hundred and Thirty-fourth street and West Two Hundred and Thirty-sixth street, as these streets are laid out between Broadway and Putnam Avenue West; thence westwardly along the said bisecting line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of West Two Hundred and Thirty-fourth street and West Two Hundred and Thirty-sixth street as these streets are laid out between Spuyten Duyvil road and Tibbett avenue; thence northwestwardly along the said bisecting line to the intersection with a line distant 100 feet northwesterly from and parallel with the northwesterly line of Spuyten Duyvil road, the said distance being measured at right angles to Spuyten Duyvil road; thence southwestwardly along the said line parallel with Spuyten Duyvil road to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of West Two Hundred and Thirty-fourth street as this street is laid out between Cambridge avenue and Riverdale avenue, the said distance being measured at right angles to West Two Hundred and Thirty-fourth street; thence westwardly along the said prolongation of a line parallel with West Two Hundred and Thirty-fourth street to a point distant 65 feet westerly from the easterly line of Riverdale avenue, the said distance being measured at right angles to Riverdale avenue; thence northwardly and always distant 65 feet westerly from and parallel with the easterly line of Riverdale avenue to the intersection with the prolongation of a line midway between West Two Hundred and Thirty-fourth street and West Two Hundred and Thirty-fifth street as these streets are laid out between Cambridge avenue and Riverdale avenue; thence westwardly along the said line midway between West Two Hundred and Thirty-fourth street and West Two Hundred and Thirty-fifth street and along the prolongation of the said line to the intersection with a line midway between Cambridge avenue and Riverdale avenue, as these streets are laid out between West Two Hundred and Thirty-fourth street and West Two Hundred and Thirty-fifth street; thence northwardly along the said line midway between Cambridge avenue and Riverdale avenue and along the prolongation of the said line to the intersection with the prolongation of a line distant 100 feet westerly from and parallel with the westerly line of Riverdale avenue, as this street is laid out between West Two Hundred and Thirty-sixth street and West Two Hundred and Thirty-seventh street, the said distance being measured at right angles to Riverdale avenue; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Riverdale avenue and its southerly prolongation as laid out between West Two Hundred and Thirty-sixth street and West Two Hundred and Thirty-seventh street to the intersection with a line at right angles to Riverdale avenue and passing through a point on its easterly side where it is intersected by a line distant 350 feet northerly from and parallel with the northerly line of West Two Hundred and Thirty-eighth street where it adjoins Fieldston road, the said distance being measured at right angles to West Two Hundred and Thirty-eighth street; thence eastwardly along the said line at right angles to Riverdale avenue to the intersection with its easterly side; thence eastwardly along the said line parallel with West Two Hundred and Thirty-eighth street to the intersection with a line midway between Fieldston road and Greystone avenue; thence northwardly along the said line midway between Fieldston road and Greystone avenue and along the prolongation of the said line to a point distant 100 feet northerly from its intersection with the northerly line of West Two Hundred and Forty-second street; thence eastwardly in a straight line to a point on the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of Spuyten Duyvil road where it adjoins West Two Hundred and Fortieth street on the north, the said distance being measured at right angles to Spuyten Duyvil road, distant 100 feet northerly from its intersection with the northerly line of West Two Hundred and Forty-second street; thence southwardly along the said line parallel with Spuyten Duyvil road and along the prolongation of the said line to the intersection with a line at right angles to Spuyten Duyvil road and passing through a point on its westerly side distant 100 feet easterly from the easterly line of Waldo avenue, the said distance being measured at right angles to Waldo avenue; thence westwardly along the said line at right angles to Spuyten Duyvil road to the intersection with its westerly side; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Waldo avenue to the intersection with a line parallel with West Two Hundred and Thirty-eighth street, as this street is laid out between Waldo avenue and Spuyten Duyvil road, and passing through the point of beginning; thence eastwardly along the said line parallel with West Two Hundred and Thirty-eighth street to the point or place of beginning.

Dated New York, April 17, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a17,28

Filing Reports.

FIRST JUDICIAL DISTRICT.

In the matter of acquiring title, by The City of New York, to certain lands and premises situated at and near the southeasterly corner of SECOND STREET and SECOND AVENUE, in the Seventeenth Ward, Borough of Manhattan, in The City of New York, duly selected as a site for a Municipal Court House, according to law.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Appraisal in the above entitled proceeding, do hereby give notice to the owner or owners, lessee or lessees, parties or persons respectively entitled to or interested in the lands, tenements, hereditaments and premises, title to which is sought to be acquired in this proceeding, and to all others to whom it may concern, to wit:

First—That we have completed our estimate of the loss and damage to the respective owners, lessees, parties or persons respectively entitled to or interested in the lands and premises affected by this proceeding, or having any interest therein, and have filed a true report or transcript of such estimate in the office of the Board of Aldermen of The City of New York, at its office in the City Hall, in the Borough of Manhattan, City of New York, for the inspection of whomsoever it may concern.

Second—That all parties or persons whose rights may be affected by the said estimate, or who may object to the same, or any part thereof, may, within ten days after the first publication of this notice, April 16th, 1914, file their objections in writing with us at our office, Room 1728, Municipal Building, in the Borough of Manhattan, in The City of New York; and we, the said Commissioners, will hear parties so objecting, at our said office, on the 28th day of April, 1914, at 2 o'clock in the afternoon of that day, and upon such subsequent days as may be found necessary.

Dated New York, April 15th, 1914.

CHARLES L. HOFFMAN, CHARLES J. LESLIE, GEORGE E. WELLER, Commissioners.

JOSEPH M. SCHENCK, Clerk. a16,27

Filing of Final Reports.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of PARKER STREET (AVENUE) (although not yet named by proper authority), from Protectory avenue to Wellington avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional final reports of the Commissioners of Estimate and of the Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 24th day of April, 1914, at 10.30 o'clock in the forenoon of that day; and that the said supplemental and additional final reports have been deposited in the office of the Clerk of the County of the Bronx, in the Bronx Court House, East One Hundred and Sixty-first street and Third avenue, there to remain for and during the space of five days, as required by law.

Dated New York, April 17th, 1914.

ERNEST HALL, DANIEL W. PATTERSON, Commissioners of Estimate; ERNEST HALL, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. . . a17,22

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee to the lands, tenements and hereditaments required for the widening of CANAL STREET, between the Bowery and Chrystie street, in the Tenth Ward, Borough of Manhattan, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and amended final report of the Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 23rd day of April, 1914, at 10.30 o'clock in the forenoon of that day; and that the said final report has been deposited in the office of the Clerk of the County of New York, there to re-

main for and during the space of five days, as required by law.

Dated New York, April 11th, 1914.

CHARLES W. STRONG, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a11,22

Hearings on Qualifications.

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of APPLETON AVENUE, from Fort Schuyler road to Westchester avenue; and ERICSON PLACE, from Fort Schuyler road to Appleton avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, First Department, bearing date the 3d day of April, 1914, and duly entered and filed in the office of the Clerk of the County of Bronx, on the 6th day of April, 1914, James F. Donnelly, Ernest R. Eckley and Harry E. Diamond, Esqs., were appointed Commissioners of Estimate in the above-entitled proceeding, and that in and by said order James F. Donnelly, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said James F. Donnelly, Ernest R. Eckley and Harry E. Diamond, Esqs., will attend at a Special Term, Part II, of the Supreme Court of the State of New York, First Department, to be held at the County Court House, in the Borough of Manhattan, in The City of New York, on the 22d day of April, 1914, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 10, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a10,21

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of KINGSBRIDGE AVENUE, from Terrace View avenue, in the Borough of Manhattan, to West Two Hundred and Thirtieth street, in the Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, First Department, bearing date the 3d day of April, 1914, and duly entered and filed in the office of the Clerk of the County of Bronx on the 6th day of April, 1914, Edward D. Dowling, Frank A. Spencer, Jr., and Harry E. Diamond, Esqs., were appointed Commissioners of Estimate in the above-entitled proceeding, and that in and by said order Edward D. Dowling, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Edward D. Dowling, Frank A. Spencer, Jr., and Harry E. Diamond, Esqs., will attend at a Special Term, Part II, of the Supreme Court of the State of New York, First Department, to be held at the County Court House in the Borough of Manhattan, in The City of New York, on the 22d day of April, 1914, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 10, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a10,21

Filing Preliminary Abstracts.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of UNIONPORT ROAD, from Morris Park avenue to White Plains road, near Baker avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 7th day of May, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 12th day of May, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 7th day of May, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 12th day of May, 1914, at 3.30 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 16th day of November, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on a line midway between Victor street and Amethyst street distant 100 feet northerly from the northerly line of Morris Park avenue, and running thence southwardly along the said line midway between Victor street and Amethyst street and along the prolongation of the said line to a point distant 100 feet easterly from the easterly line of Unionport road, the said distance being measured at right angles to Unionport road; thence southwardly and parallel with Unionport road to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Van Nest avenue as this street is laid out where it adjoins Victor street on the east, the said distance being measured at right angles to Van Nest avenue; thence eastwardly along the said line parallel with Van Nest avenue to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of Unionport road as this street is laid out where it adjoins Van Nest avenue on the south, the said distance being measured at right angles to Unionport road; thence southwardly along the said line parallel with Unionport road and along the prolongation of the said line to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of Van Nest avenue as this street is laid out where it adjoins White Plains road, the said distance being measured at right angles to Van Nest avenue; thence eastwardly along the said line parallel with Van Nest avenue to the intersection with a line midway between White Plains road and Cruger avenue; thence southwardly along the said line midway between White Plains road and Cruger avenue and along the prolongation of the said line to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Baker avenue as this street is laid out between Garfield street and White Plains road, the said distance being measured at right angles to Baker avenue; thence westwardly along the said line parallel with Baker avenue and along the prolongation of the said line to the intersection with a line at right angles to Mead street and passing through a point on its southerly side midway between Garfield street and Unionport road; thence northwardly along the said line at right angles to Mead street to the intersection with a line midway between Mead street and Van Nest avenue; thence eastwardly along the said line midway between Mead street and Van Nest avenue to the intersection with the prolongation of a line distant 95 feet easterly from and parallel with the easterly line of Fillmore street, the said distance being measured at right angles to Fillmore street; thence northwardly along the said line parallel with Fillmore street to a point distant 100 feet northerly from the northerly line of Morris Park avenue, the said distance being measured at right angles to Morris Park avenue; thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Morris Park avenue to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Room 1529, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in said City, there to remain until the 7th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 25th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 13th, 1914.

MANTON M. WYVELL, Chairman; FRANK E. GORE, EDWARD J. McLAUGHLIN, Commissioners of Estimate; MANTON M. WYVELL, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a17,m4

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of BRONX RIVER AVENUE, from Walker avenue and Rosedale avenue to East One Hundred and Seventy-fourth street, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 24th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 27th day of April, 1914, at 2.30 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 24th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 28th day of April, 1914, at 2.30 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 11th day of July, 1912, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the southeasterly right-of-way line of the New York, New Haven and Hartford Railroad where it is intersected by the prolongation of a line midway between St. Lawrence avenue and Commonwealth avenue, and running thence southwardly along the said line midway between St. Lawrence avenue and Commonwealth avenue, and along the prolongation of the said line to the intersection with a line midway between Mansion street and Merrill street; thence westwardly along the said line midway between Mansion street and Merrill street to the intersection with a line midway between Commonwealth avenue and Rosedale avenue; thence southwardly along the said line midway between Commonwealth avenue and Rosedale avenue to the intersection with the prolongation of a line distant 1,000 feet southerly from and parallel with the southerly line of Bronx River avenue, as this street is laid out between Noble avenue and Croes avenue, the distance being measured at right angles to Bronx River avenue; thence westwardly along the said line parallel with Bronx River avenue and along the prolongations of the said line to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of Beacon avenue, the said distance being measured at right angles to Beacon avenue; thence westwardly along the said line parallel with Beacon avenue to the intersection with the southeasterly line of Bronx River avenue; thence northwestwardly at right angles to Bronx River avenue to the intersection with the southeasterly right-of-way line of the New York, New Haven and Hartford Railroad; thence northeasterly along the said right-of-way line to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Room 1529, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in said City, there to remain until the 27th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 12th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 31st, 1914.

CHARLES B. McLAUGHLIN, Chairman; MAX BENDIT, CHAS. SCHANO, Commissioners of Estimate; MAX BENDIT, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a4,21

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of GRAND AVENUE, from Burnside avenue to Fordham road; of WEST ONE HUNDRED AND EIGHTIETH STREET, from Aqueduct Avenue East to Davidson avenue; and of AQUEDUCT AVENUE EAST, from West One Hundred and Eightieth street to West One Hundred and Eighty-fourth street, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their supplemental and amended estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 24th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 27th day of April, 1914, at 3.30 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his supplemental and amended estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Room 1557, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 24th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 28th day of April, 1914, at 3.30 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 12th day of January, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

1. Beginning at a point on the southerly line of West One Hundred and Eighty-first street where it is intersected by the easterly line of Aqueduct avenue, and running thence eastwardly along the southerly line of West One Hundred and Eighty-first street to a point distant 105 feet westerly from the westerly line of Harrison avenue, the said distance being measured at right angles to Harrison avenue; thence southwardly and parallel with Harrison avenue to the intersection with a line bisecting the angle formed by the intersection by the prolongation of the centre lines of West One Hundred and Eightieth street and West One Hundred and Eighty-first street as these streets are laid between Aqueduct Avenue East and Davidson avenue; thence eastwardly along the said bisecting line to a point distant 100 feet easterly from the easterly line of Harrison avenue, the said distance being measured at right angles to Harrison avenue; thence northwardly and parallel with Harrison avenue to the intersection with the southerly line of West One Hundred and Eighty-first street; thence eastwardly along the southerly line of West One Hundred and Eighty-first street to a point distant 90 feet westerly from the westerly line of Davidson avenue, the said distance being measured at right angles to Davidson avenue; thence southwardly and parallel with Grand avenue to the intersection with the bisecting line hereinbefore described; thence eastwardly along the said bisecting line to the intersection with a line midway between Davidson avenue and Jerome avenue; thence southwardly along the said line midway between Davidson avenue and Jerome avenue to the intersection with the prolongation of a line distant 200 feet southerly from and parallel with the southerly line of West One Hundred and Eightieth street, said distance being measured at right angles to West One Hundred and Eightieth street; thence westwardly along the said line parallel with West One Hundred and Eightieth street and along the prolongation of the said line to a point distant 90 feet easterly from the easterly line of Grand avenue, the said distance being measured at right angles to Grand avenue; thence southwardly and parallel with Grand avenue to the intersection with the northerly line of Burnside avenue; thence westwardly along the northerly line of Burnside avenue to a point distant 100 feet westerly from the westerly line of Grand avenue, the said distance being measured at right angles to Grand avenue; thence northwardly and parallel with Grand avenue to a point distant 200 feet southerly from the southerly line of West One Hundred and Eightieth street, said distance being measured at right angles to West One Hundred and Eightieth street; thence westwardly and parallel with West One Hundred and Eightieth street and the prolongation thereof to the intersection with the easterly line of Aqueduct avenue; thence northwardly along the easterly line of Aqueduct avenue to the point or place of beginning.

2. Beginning at a point on the easterly line of Aqueduct avenue where it is intersected by the southerly line of West One Hundred and Eighty-first street and running thence northwardly in a straight line to a point on the northerly line of West One Hundred and Eighty-first street distant 100 feet westerly from the westerly line of Aqueduct Avenue East, the said distance being measured at right angles to Aqueduct Avenue East; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Aqueduct Avenue East and the prolongation thereof to the intersection with the prolongation of a line distant 100 feet northerly from the northerly line of West One Hundred and Eighty-fourth street, the said distance being measured at right angles to West One Hundred and Eighty-fourth street; thence eastwardly along the said line parallel with West One Hundred and Eighty-fourth street and the prolongation thereof to a point distant 150 feet westerly from the westerly line of Grand avenue, the said distance being measured at right angles to Grand avenue; thence northwardly and always distant 150 feet westerly from and parallel with the westerly line of Grand avenue to a point distant 100 feet northerly from the northerly line of Fordham road, the said distance being measured at right angles to Fordham road; thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Fordham road to a point distant 100 feet easterly from the easterly line of Grand avenue, the said distance being measured at right angles to Grand avenue; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Grand avenue to the intersection with the southerly line of West One Hundred and Eighty-first street; thence westwardly along the southerly line of West One Hundred and Eighty-first street to the point or place of beginning.

Fourth—That the abstracts of said supplemental and amended estimate of damage and of said supplemental and amended assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Room 1529, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in said City, there to remain until the 27th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said supplemental and amended abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 29th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objctions are filed to the foregoing supplemental and amended abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 31st, 1914.

ERNEST HALL, Chairman; JAMES W. O'BRIEN, Commissioners of Estimate; ERNEST HALL, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a6,22

SUPREME COURT—SECOND DEPARTMENT.

Filing Reports.

SECOND JUDICIAL DISTRICT.

In the matter of the application and petition of CHARLES STRAUSS, CHARLES N. CHADWICK and JOHN F. GALVIN, constituting Board of Water Supply of The City of New York, to acquire real estate for and on behalf of The City of New York, under chapter 724 of the Laws of 1905, and the acts amendatory thereof, on and near Laurel avenue, Lenox road, Livingston Parkway, Irving Parkway, Greenwood avenue, Silver Lake Park, Richmond turnpike and other streets, in the First Ward of the Borough of Richmond, City of New York, in the County of Richmond, for the construction of a pipe line, Silver Lake Reservoir and appurtenances, for the purpose of providing an additional supply of pure and wholesome water for the use of The City of New York.

City Aqueduct Department, Section No. 2.

NOTICE IS HEREBY GIVEN THAT THE First Separate Report of Joseph E. Owens, Robert Bailey and Edwin M. Cox, Commissioners of Appraisal duly appointed in the above entitled proceeding, which report bears date the 4th day of March, 1914, was filed in the office of the Clerk of the County of Richmond on the 5th day of March, 1914. The said first separate report affects Parcels Nos. 194, 198-A, 198-B, 198-C, 200, 201, 202-A, 202-B, 202-C, 202-D, 203, 204-A, 204-B, 205, 206-A, 206-B, 206-C, 207, 208, 210, 211, 212, 214, 215, 216-A, 216-B, 218, 220, 221, 224, 225-A, 225-B, 226, 227, 228, 231, 233, 235, 237, 239, 241, 244, 245, 246, 247, 248, 249, 250 and 251.

Notice is hereby given that the said First Separate Report will be presented to the Supreme Court of the State of New York at a Special Term thereof for the hearing of contested motions, to be held in the Second Judicial District, at the County Court House, in the Borough of Brooklyn, City of New York, on the 11th day

of May, 1914, at the opening of 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 said First Separate Report be confirmed.

Dated New York, April 17th, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a17,m9

Filing Bill of Costs.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of FOSTER AVENUE, from Flatbush avenue to Nostrand avenue, in the Twenty-ninth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House in the Borough of Brooklyn, in The City of New York, on the 1st day of May, 1914, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated New York, April 18th, 1914.

DAVID HIRSHFIELD, JOHN J. KILCOURSE, WM. J. BOLGER, Commissioners of Estimate; WM. J. BOLGER, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a18,29

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of EIGHTY-FIRST STREET, from Fourteenth avenue to Stillwell avenue, excepting the land occupied by the tracks of the Brooklyn, Bath and West End Railroad, in the Thirtieth and Thirty-first Wards, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 29th day of April, 1914, at 10.30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated New York, April 17th, 1914.

EDMOND HUERSTEL, JAMES F. WILLIAMSON, HARRIS G. EAMES, Commissioners of Estimate; EDMOND HUERSTEL, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a17,28

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, to the lands and premises required for the opening and extending of BOULEVARD (although not yet named by proper authority), from Vernon avenue and Broadway to Nott avenue, in the First Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Trial Term thereof, Part I, to be held at the Queens County Court House, Long Island City, in the Borough of Queens, in The City of New York, on the 24th day of April, 1914, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Queens, there to remain for and during the space of ten days, as required by law.

Datel New York, April 10, 1914.

FRANK L. BACON, JOHN E. VAN NOSTRAND, JOHN ALLEN, Commissioners of Estimate and Assessment.

WALTER C. SHEPPARD, Clerk. a10,21

Hearings on Qualifications.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of ELIOT AVENUE, from Metropolitan avenue to Mt. Olivet avenue; and from Juniper avenue to Queens boulevard, as now laid out, in the Second Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 3d day of April, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 7th day of April, 1914, Almon G. Rasquin, John J. Kindred and Bernard F. McCabe, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by said order Almon G. Rasquin, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Almon G. Rasquin, John J. Kindred and Bernard F. McCabe, Esqrs., will attend at a Trial Term, Part I, of the Supreme Court of the State of New York, Second Department, to be held at the County Court House, in the Borough of Queens, in The City of New York, on the 23rd day of April, 1914, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 11th, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a11,22

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of KIMBALL AVENUE, from Liberty avenue, near Digby street, to Liberty avenue, near Baker avenue, as said Kimball avenue is now laid out, in the Fourth Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 3d day of April, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 7th day of April, 1914, John M. Fee, Harrison S. Moore and Henry Mollenhauer, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by said order John M. Fee, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said John M. Fee, Harrison S. Moore and Henry Mollenhauer, Esqrs., will attend at a Trial Term, Part I, of the Supreme Court of the State of New York, Second Department, to be held at the County Court House, in the Borough of Queens, in The City of New York, on the 23rd day of April, 1914, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oatth by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 11th, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a11,22

Filing Preliminary Abstracts.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of EAST SEVENTEENTH STREET, from Avenue L to a point about 480 feet north of Avenue N; EAST EIGHTEENTH STREET, from Avenue L to a point about 465 feet north of Avenue P; EAST NINETEENTH STREET, from the south line of Avenue M to a point about 560 feet north of Avenue P, in the Thirty-first and Thirty-second Wards, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of May, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 7th day of May, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of May, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 8th day of May, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 7th day of March, 1912, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at the intersection of a line midway between Avenue K and Avenue L with a line midway between East Sixteenth street and East Seventeenth street; thence easterly along the line midway between Avenue K and L to a line midway between East Eighteenth street and East Nineteenth street; thence southerly along the line midway between East Eighteenth street and East Nineteenth street to the south line of Avenue M; thence easterly along the south line of Avenue M to a point midway between East Nineteenth street and Ocean avenue; thence southerly along the line midway between East Nineteenth street and Ocean avenue to a point 560 feet northerly from the north line of Avenue P; thence westerly and always distant 560 feet northerly from the north line of Avenue P to a line midway between East Eighteenth street and East Nineteenth street; thence southerly along the line midway between East Eighteenth street and East Nineteenth street to a line 465 feet northerly from the north line of Avenue P; thence westerly and always distant 465 feet northerly from the north line of Avenue P to a line midway between East Seventeenth street and East Eighteenth street; thence northerly along the line midway between East Seventeenth street and East Eighteenth street to a point 480 feet northerly from the north line of Avenue N; thence westerly and always distant 480 feet northerly from the north line of Avenue N to a line midway between East Sixteenth street and East Seventeenth street; thence northerly along the line midway between East Sixteenth street and East Seventeenth street to the point of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 18th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 17th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 17th, 1914.

EDWARD F. LINTON, SYDNEY GRANT, EDWIN L. GARVIN, Commissioners of Estimate; EDWIN L. GARVIN, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a17,m4

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of SHEPHERD AVENUE, from Fulton street to Atlantic avenue, in the Twenty-sixth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of May, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 7th day of May, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of May, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 8th day of May, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 18th day of June, 1909, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Fulton street, the said distance being measured at right angles to Fulton street; on the east by a line midway between Shepherd avenue and Dresden street; on the south by the northerly line of Atlantic avenue, and on the west by a line midway between Shepherd avenue and Essex street.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 18th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 17th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 17th, 1914.

EDWARD M. BASSETT, HIRAM THOMAS, JAMES B. FISHER, Commissioners of Estimate; EDWARD M. BASSETT, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a17,m4

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of EAST TWELFTH STREET (Westminster Road), from Ditmas avenue to Foster avenue, in the Twenty-ninth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 5th day of May, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 6th day of May, 1914, at 11 o'clock a. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 5th day of May, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 7th day of May, 1914, at 11 o'clock a. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 29th day of June, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Ditmas avenue, the said distance being measured at right angles to Ditmas avenue; on the east by a line midway between East Twelfth street and East Thirteenth street; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Foster avenue, the said distance being measured at right angles to Foster avenue; and on the west by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Coney Island avenue, and on the westerly line of East Twelfth street as these streets are laid out between Ditmas avenue and Newkirk avenue.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 16th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 17th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 16th, 1914.

AUGUSTINE R. McMAHON, EUGENE F. O'CONNOR, EUGENE P. DOANE, Commissioners of Estimate; AUGUSTINE R. McMAHON, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a16,m2

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of EAST NINTH STREET, from Foster avenue to Avenue T, and EAST TENTH STREET, from Foster avenue to Avenue Q, excluding the lands of the Long Island Railroad, in the Twenty-ninth, Thirtieth and Thirty-first Wards, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their amended and supplemental estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 25th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 29th day of April, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his amended and supplemental estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 25th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 30th day of April, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 18th day of May, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the prolongation of a line midway between Coney Island avenue and East Tenth street, distant 100 feet southerly from the southerly line of Avenue Q, and running thence westwardly and parallel with Avenue Q to the intersection with a line which bisects the angle formed by the prolongations of the westerly line of Coney Island avenue and the easterly line of East Ninth street; thence southwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Avenue T, the said distance being measured at right angles to the line of Avenue T; thence westwardly and parallel with Avenue T to the intersection with a line midway between East Eighth street and East Ninth street; thence northwardly along the said line midway between East Eighth street and East Ninth street to the intersection with the northerly line of Foster avenue; thence northwestwardly at right angles to the line of Foster avenue a distance of 100 feet; thence northeastwardly and parallel with Foster avenue to the intersection with a line at right angles to Foster avenue, and passing through a point on the southeasterly side of Foster avenue where it is intersected by the prolongation of a line midway between Coney Island avenue and East Tenth street as laid out southerly from Avenue H; thence southeastwardly along the said line at right angles to Foster avenue to the southeasterly line of Foster avenue; thence southwardly along the said line midway between Coney Island avenue and East Tenth street, and the prolongation thereof to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said

City, there to remain until the 15th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 10th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 15th, 1914.

EVERETT GREENE, DAVID J. HOGAN, H. E. FARRELL, Commissioners of Estimate; EVERETT GREENE, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a15,25

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of FORTY-EIGHTH STREET, from Eighth avenue to Fort Hamilton avenue, from New Utrecht avenue to Twelfth avenue, from Sixteenth avenue to Seventeenth avenue, and from Eighteenth avenue to Nineteenth avenue, in the Thirtieth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their amended and supplemental estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague Street, in the Borough of Brooklyn, in The City of New York, on or before the 25th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 27th day of April, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his amended and supplemental estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 25th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 28th day of April, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 11th day of February, 1910, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

1. Bounded on the northeast by a line midway between Forty-seventh street and Forty-eighth street; on the southeast by the northwesterly line of Fort Hamilton avenue; on the southwest by a line midway between Forty-eighth street and Forty-ninth street, and on the northwest by the southeasterly line of Eighth avenue.

2. Bounded on the northeast by a line midway between Forty-seventh street and Forty-eighth street; on the southeast by a line distant 100 feet southeasterly from and parallel with the southeasterly line of Twelfth avenue, the said distance being measured at right angles to Twelfth avenue; on the southwest by a line midway between Forty-eighth and Forty-ninth street, and on the west by the westerly line of New Utrecht avenue.

3. Bounded on the northeast by a line midway between Forty-seventh street and Forty-eighth street; on the southeast by the southeasterly line of Seventeenth avenue; on the southwest by a line midway between Forty-eighth street and Forty-ninth street, and on the northwest by a line distant 100 feet northwesterly from and parallel with the northwesterly line of Sixteenth avenue, the said distance being measured at right angles to Sixteenth avenue.

4. Bounded on the northeast by a line midway between Forty-seventh street and Forty-eighth street and by the prolongation of the said line; on the southeast by a line distant 100 feet southeasterly from and parallel with the southeasterly line of Nineteenth avenue, the said distance being measured at right angles to Nineteenth avenue; on the southwest by a line midway between Forty-eighth street and Forty-ninth street, and on the northwest by the centre line of Eighteenth avenue.

Fourth—That the abstracts of said amended estimate of damage and of said amended assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 14th day of May, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 10th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 14th, 1914.

JOHN TOOMEY, HARRIS G. EAMES, Commissioners of Estimate; JOHN TOOMEY, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. a14,24

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of HULL AVENUE (although not yet named by proper authority), from Montgomery avenue to Mueller street, in the Second Ward, Borough of Queens, City of New York, as amended by an order of the Supreme Court dated the 3rd day of June, 1910, and entered in the office of the Clerk of the County of Queens on the 6th day of June, 1910, so as to conform to the lines of said street as shown upon section 2 of the final maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 19th day of June, 1908, and approved by the Mayor on the 5th day of August, 1908, and as shown upon section 17 of the final maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 26th day of June, 1908, and approved by the Mayor on the 5th day of August, 1908, and as shown upon sections 1 and 12 of the final maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 21st day of May, 1909, and approved by the Mayor on the 4th day of June, 1909, and as further amended and corrected by an order of the Supreme Court, dated the 2nd day of October, 1913, and entered in the office of the Clerk of the County of Queens on the 7th day of October, 1913, so as to relate to Hull avenue, from Montgomery avenue to Berlin avenue, and from Broad street to Mueller street.

The land to be excluded from the proceeding is more particularly bounded and described and shown in the petition of The City of New York attached to the aforesaid order.

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 and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That we have completed our supplemental and amended estimate and assessment, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, in The City of New York, on or before the 4th day of May, 1914, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 6th day of May, 1914, at 3 o'clock p. m.

Second—That the abstracts of our said supplemental and amended estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates, proofs nd other documents used by us in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in said City, there to remain until the 4th day of May, 1914.

Third—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Area Number One: This being the westerly one of the two areas, and is described as follows: Beginning at a point formed by the intersection of a line 100 feet westerly from and parallel with the westerly line of Montgomery avenue with a prolongation of a line midway between the northerly line of Hull avenue and the southerly line of Halle avenue, as the same are laid down between Montgomery avenue and Clifton avenue; running thence easterly along the prolongation of and along the line midway between the northerly line of Hull avenue and the southerly line of Halle avenue to an intersection with a line 100 feet easterly from and parallel with the easterly line of Old Berlin avenue; running thence southerly along a line 100 feet easterly from and parallel with the easterly line of Old Berlin avenue to an intersection with a line midway between the northerly line of Clinton avenue and the southerly line of Hull avenue; running thence westerly along a line midway between the northerly line of Clinton avenue and the southerly line of Hull avenue and the prolongation of the same to an intersection with a line 100 feet westerly from and parallel with the westerly line of Montgomery avenue; running thence northerly along a line 100 feet westerly from and parallel with the westerly line of Montgomery avenue to an intersection with the prolongation of a line midway between the northerly line of Hull avenue and the southerly line of Halle avenue, the point or place of beginning.

Area Number Two: This being the easterly area, and is described as follows: Beginning at a point formed by the intersection of a line midway between the northerly line of Hull avenue and the southerly line of Halle avenue with a line 100 feet westerly from and parallel with the westerly line of Broad street; running thence easterly along a line midway between the northerly line of Hull avenue and the southerly line of Halle avenue to an intersection with the westerly line of Willow avenue; running thence northeasterly along a line to a point on the easterly line of Willow avenue midway between Hull avenue and Jay avenue; running thence easterly along a line midway between the northerly line of Hull avenue and the southerly line of Jay avenue to an intersection with the westerly line of Mueller street; running thence easterly along a line at right angles to Mueller street to a point distant 100 feet easterly from the easterly line of Mueller street; running thence southerly along a line 100 feet easterly from and parallel with the easterly line of Mueller street to an intersection with a line at right angles to the westerly line of Mueller street which intersects the westerly line of Mueller street at a point midway between the northerly line of Clinton avenue and the southerly line of Hull avenue; thence westerly along said line at right angles to the westerly line of Mueller street; thence westerly along a line midway between the northerly line of Clinton avenue and the southerly line of Hull avenue to the easterly line of Willow avenue; thence southwesterly to a point on the westerly line of Willow avenue midway between the northerly line of Clinton avenue and the southerly line of Hull avenue; thence westerly along a line midway between the northerly line of Clinton avenue and the southerly line of Hull avenue to an intersection with a line 100 feet westerly from and parallel with the westerly line of Broad street; thence northerly along a line 100 feet from and parallel with the westerly line of Broad street to an intersection with a line midway between the northerly line of Hull avenue and the southerly line of Halle avenue to the point or place of beginning.

Fourth—That, provided there be no objections filed to either of said supplemental and amended abstracts, our final report herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, for the hearing of motions, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 25th day of June, 1914, at the opening of the Court on that day.

Fifth—In case, however, objections are filed to either of said supplemental and amended abstracts of estimate and assessment, the notice of motion to confirm our final report herein will stand adjourned to the date to be hereafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the CITY RECORD, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, April 6th, 1914.

ALBERT C. COMBES, Chairman; JACOB N. IMANDT, PETER C. HENDRICKSON, Commissioners.

WALTER C. SHEPPARD, Clerk. a14,30

SUPREME COURT—THIRD JUDICIAL DISTRICT.

Filing Reports.

THIRD JUDICIAL DISTRICT, ULSTER COUNTY.

In the matter of the application of the Board of Water Supply of The City of New York, under chapter 724 of the Laws of 1905 and the acts amendatory thereof, etc.

Business Damage Commission No. 1.
Business Damage Commission No. 2.
Business Damage Commission No. 3.

PUBLIC NOTICE IS HEREBY GIVEN THAT there will be presented to this Court, at a Special Term thereof, to be held in and for the Third Judicial District, at the County Court House in the City of Kingston, County of Ulster, N. Y., on the 2d day of May, 1914, the following reports which have been filed in the office of the Clerk of the County of Ulster: Business Damage Commission No. 1, Eighteenth Separate Report, filed March 11, 1914; Business Damage Commission No. 2, Eighth Separate Report, filed January 13, 1914, and Ninth Separate Report, filed March 27, 1914; Business Damage Commission No. 3, First Separate Report, filed March 2, 1914.

And that The City of New York will move the confirmation of each and every one of the dismissals recommended in said reports, and will apply for taxable costs on each of said dismissals, except in cases where the Commission recommended a dismissal without costs.

And that The City of New York will oppose the confirmation of the award to John D. W. DuMond, Business Damage Commission No. 3, First Separate Report, as excessive, and contrary to the law and contrary to the evidence, and as a result of proceeding on an erroneous theory and upon the exceptions taken by The City of New York.

And for such other and further relief as may be just and proper, reserving to The City of New York the right to oppose each and any award, recommendation and computation included in said reports.

Dated New York, March 28, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, New York City. a11,m2

NOTICE TO BIDDERS AT SALES OF OLD BUILDINGS, ETC.

TERMS AND CONDITIONS UNDER WHICH BUILDINGS, ETC., WILL BE SOLD FOR REMOVAL FROM CITY PROPERTY.

THE BUILDINGS AND APPURTENANCES thereto will be sold to the highest bidder, who must pay cash or certified check, drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of $50, the sum of $50 shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the cost of completing any of the work required under the contract, but unfinished at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or permit the building or buildings, etc., purchased by him to be used or occupied for any purpose other than that of their speedy removal, nor shall he collect any rental or other revenue for the use of either the land or the buildings, etc., situated thereon. The breach of either or any of these conditions shall forthwith void the sale and cause immediate forfeture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing therein or permitting the occupancy of any such building by any tenant free, for rent or otherwise, excepting the necessary watchmen or the workmen engaged in the actual demolition thereof, shall of itself be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any change or loss which may occur in the condition of the buildings, or their appurtenances between the time of the sale thereof and the time of delivering possession to the purchaser, after being properly vacated of all tenants. The sale and delivery to purchaser will be made as nearly together as the circumstances of vacating the structures of their tenants will permit.

All the material of the buildings, sheds, walks, structures and cellars of whatsoever nature, with their exterior and interior fixtures, appurtenances and foundations of all kinds, except the exterior walls of the buildings and their foundations and the sidewalks and curb in front of said buildings, extending within the described area shall be torn down and removed from the premises. None of the dirt, debris or waste resulting from demolition shall be allowed to remain on the premises, except old mortar or plaster only, which may be left, but not higher at any point than two feet below the curb opposite that point. The exterior walls and their foundations shall be taken down only to a plane whose elevation shall be the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a brass plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all house sewer connections to the main sewer in the street, and the opening of the main sewer in street shall be properly closed in compliance with the directions of the Bureau of Sewers in the Borough in which the buildings are situated, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances, or any part thereof, within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances, or portion as shall then be left standing, together with all moneys paid by said purchaser on account thereof at the time of the sale, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the cost and expense thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Where party walls are found to exist between buildings purchased by different bidders, the materials of said party walls shall be understood to be equally divided between the separate purchasers.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furrings, plaster, chimneys, projecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beamholes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs and adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operations of the Contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates received will be publicly opened by the President or Board or head of said Department, and read, and the award of the contract made according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a Department, chief of a Bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by 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 or corporate stock or certificates of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required in the advertisement to the amount of not less than three nor more than five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The amount shall be as specified in the proposals or instructions to bidders and shall not be in excess of 5 per cent.

The certified check or money should not be inclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

For particulars as to the quantity and quality of the supplies, or the nature and extent of the work, reference must be made to the specifications, schedules, plans, etc., on file in the said office of the President, Board or Department.

No bid shall be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City.

The contract must be bid for separately.

The right is reserved in each case to reject all bids or estimates if it is deemed to be for the interest of the City so to do.

Bidders will write out the amount of their bids or estimates in addition to inserting the same in figures.

Bidders are requested to make their bids or estimates upon the blank forms prepared and furnished by the City, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel can be obtained upon application therefor at the office of the Department for which the work is to be done. Plans and drawings of construction work may also be seen there.