THE CITY RECORD.

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THE CITY RECORD.

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JOHN PURROY MITCHEL, MAYOR.
FRANK L. POLK, CORPORATION COUNSEL. WILLIAM A. PRENDERGAST, COMPTROLLER.

DAVID FERGUSON, SUPERVISOR.

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EXECUTIVE DEPARTMENT.

HEARINGS BY THE MAYOR ON LEGISLATIVE MEASURES.

Pursuant to statutory requirement, notice is hereby given that an act, Assembly Bill No. 544, Int. No. 129, has been passed by both branches of the Legislature, entitled:

An Act to amend the Greater New York charter, in relation to the proceedings prior to grant of a franchise.

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 Friday, April 3, 1914, at 10 o'clock a. m.

Dated City Hall, New York, April 1, 1914.

a2,3 JOHN PURROY MITCHEL, Mayor.

BOARD OF ALDERMEN.

HEARING BY THE COMMITTEE ON BUILDINGS.

PUBLIC NOTICE IS HEREBY GIVEN that the Committee on Buildings of the Board of Aldermen will hold a final public hearing in the Aldermanic Chamber, City Hall, Borough of Manhattan, on Wednesday, April 8, 1914, at 2 o'clock p. m., on the following matter:

No. 256. An ordinance with respect to fences, signs, billboards, roof signs, sky signs and other structures used for advertising purposes.

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

a3,8 P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen.

PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.

Calendar for the Week Commencing April 3, 1914.

Friday, April 3, 1914—10.30 a. m.—Room 305—Case No. 1798—United Electric Light and Power Company—Marshall P. Wilder, complainant—"Rider No. 28, Tenants' submeters"—Commissioner Maltbie. 10.30 a. m.—Room 305—Case No. 1800—United Electric Light and Power Company—"Charges and regulations for electric service, with special reference to proposed contract Riders Nos. 20 and 28"—Commissioner Maltbie. 12.15 p. m.—Room 310—Case No. 1796—South Brooklyn Railway Company and New York Consolidated Railroad Company—"Service on Norton's Point line and extension of Brighton Beach and Culver lines, from Culver depot to Sea Gate"—Commissioner Williams. 12.15 p. m.—Room 305—Case No. 1813—Pelham Park and City Island Railway Company, Inc.—"Question of further operation of monorail line"—Whole Commission.

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.

Borough of The Bronx.

Report for the week ending March 25, 1914, exclusive of Bureau of Buildings:

Permits Issued—Sewer connections and repairs, 27; water connections and repairs, 37; laying gas mains and repairs, 28; placing building material on public highway, 11; crossing sidewalk with team, 11; constructing vaults, 1; miscellaneous, 38. Total, 153.

Money Received and Deposited with City Chamberlain—Permits for sewer connections, $135; permits for restoring and repaving streets, $580.90; permits for constructing vaults, $62.74; privileges, $3.75; sales, $3.50; miscellaneous, Union Railway Company, $13,095.99. Total, $13,881.88.

Security deposits, received on account of permits and transmitted to Comptroller, $740.

Laboring force employed during the week ending March 21, 1914:

Bureau of Highways—Foremen, 28; teams, 25; Mechanics, 15; Laborers, 294; Drivers, 7. Total, 369.

Bureau of Sewers—Foremen, 12; Assistant Foremen, 4; carts, 19; Mechanics, 5; Laborers, 64; Drivers, 2. Total, 106.

Bureau of Public Buildings and Offices—Foremen, 1; Assistant Foremen, 1; Mechanics, 9; Laborers, 20; Cleaners, 38; Watchmen, 3; Attendants, 4. Total, 76.

Topographical Bureau—Laborers, 5; Driver, 1. Total, 6.

DOUGLAS MATHEWSON, President.

Borough of Queens.

Public Works.

Report for the week ending March 7, 1914:

Public Moneys Received During the Week—For restoring pavement over street openings, $35; for vault permits, $14.30. Total, $49.30.

Requisitions Drawn on Comptroller—General administration, $477.06; Bureau of Highways, $4,051.22; Bureau of Sewers, $13,785.78; Bureau of Street Cleaning, $12,183.08; Bureau of Public Buildings and Offices, $865.25; Bureau of Topographical Surveys, $553.75; Bureau of Buildings, $344.26. Total, $32,260.40.

Permits Issued—To open streets to tap water pipes, 6; to open streets to repair water connections, 2; to open streets to repair sewer connections, 1; to place building material on streets, 1; to construct street vaults, 2; to cross sidewalks, 1; for subways, steam mains and various connections, 8; for sewer repairs, 1; for other purposes, 1; total, 45.

Work Done,

Bureau of Highways.

Cubic yards of snow removed from fire hydrants, 2,707; square yards of snow removed from crosswalks, 29,347; cubic yards of snow removed from crosswalks, 325; square yards of snow removed from streets, 30,646; cubic yards of snow removed from bridges, 1,775; lineal feet of gutters cleaned of snow, 9,650; cubic yards of snow removed from gutters, 5,210; cubic yards of snow removed from streets, 30,700.

Bureau of Sewers.

Lineal feet of sewer cleaned, 8,700; number of basins cleaned, 40; lineal feet of sewer relieved, 1,777; Number of manholes cleaned, 49; loads removed from sewers, 53; loads removed from basins, 74; loads received from receiving basins, 380.

Bureau of Street Cleaning.

Street sweepings, garbage, etc., collected and disposed of.—Mixed material, 2,736; ashes, cubic yards, 3,999½; sweepings, cubic yards, 4¼; rubbish, cubic yards, 1 804¼; garbage, cubic yards, 340¼; miles of street swept, 99; miles of private streets swept, 7; miles of gutters cleaned, 30.

Bureau of Public Buildings and Offices.

Painting, plumbing, carpentry, tinsmithing, steam fitting, electrical work, general cleaning.

Topographical Bureau.

By office force: Rule maps: Amity st., 12th st. Draft damage maps: Marston ave., Dunsing st., Matthew place, Liberty ave., Bayreuth, 12th and Amity sts., St. Felix, Ditmars and Corona aves., Proctor st., McComb place, Queens boulevard. Profile maps: Amity st., 12th st., Bayreuth st. Final damage maps: Grove, Ralph and Vincent st. Benefit maps: Queens boulevard, 50th, 51st, Ashland, Grove, Vincent and Ralph sts., Eliot ave. Calculating and plotting of field work, copying old maps and records, County Clerk's office.

Field force: Monumenting: Long Island City, Far Rockaway, Bayside, Hammels, Arverne, Whitestone, Flushing, Jamaica, Winfield, Woodhaven, South Jamaica, Dunton, Dunton Lodge.

Statement of Force Employed—1 Engineer in Charge, 23 Assistant Engineers, 19 Transitmen and Computers, 42 Topographical Draftsmen, 19 Axemen, 3 Stenographers, and Typewriters, 33 Laborers, 1 Typewriting Copyist, 3 Computers, 3 Messengers, 2 Foremen, 2 Assistant Foremen, 1 Flagger, 3 Rodmen, one horse and wagon, with driver, 1 Auto Engineman, 2 Drivers, 1 Clerk.

Bureau of Substructures and Franchises.

By office Force: Computing co-ordinates and obtaining data for laying out Record Map No. 85, Section No. 1, Long Island City; plotting topography on the above; checking and comparing on No. 86; plotting company information and City Department data; making tracings for use in obtaining company data; obtaining copies of profiles from Highway Bureau; numbering and indexing maps; working on franchise map; indexing and filing data.

By field force: Detail measurements of boxes in Section No. 1, Record Maps Nos. 84 and 72; location of various substructures uncovered throughout Long Island City, and part of the 2d Ward; collecting data from the Highway Bureau.

Statement of Force Employed—1 Engineer in Charge, 2 Topographical Draftsmen, 1 Transitman and Computer, 1 Rodman, 1 Stenographer and Typewriter, 1 Laborer, 1 Clerk.

Laboring Forces Employed,

Bureau of Highways—Foremen, Assistant Foremen, Mechanics and Laborers, 461; teams, 12; horses and carts, 27; steam rollers, 2.

Bureau of Sewers—Foremen, Assistant Foremen, Drivers, Sounders, Mechanics and Laborers, 153; horses and carts, 21.

Bureau of Street Cleaning—District Superintendent, Foremen, Assistant Foremen, Mechanics, Helpers, Drivers, Laborers and Clerks, 295; teams and trucks, 47; horses and carts, 127.

Bureau of Public Buildings and Offices—Clerks, Foremen, Engineer, Firemen, Stokers, Carpenters, Plumbers, Pipe Fitters, Tinsmith, Helpers, Painters, Laborers, Cleaners, Janitors, Mason, Helpers and Attendant, 84.

Bureau of Topographical Surveys and Substructures—Engineer in Charge, Assistant Engineer, Laborers, Sounders, Rodmen, Drivers, Foremen, Assistant Foremen, Draftsmen, Transitmen, Computers, Riggers, Axemen and Flaggers, 167; horses and wagons, 1.

JAMES A. DAYTON, Acting President.

Board of City Record.

Report for Week Ending March 21, 1914.

Moneys Received—Subscriptions to the CITY RECORD, $204.60; cash sales of CITY RECORD, $58.63; interest on Daily Balances, $1.57; total, $264.80.

Requisitions Drawn on Comptroller—Contracts, $8,863.76; payrolls, $50; total, $8,913.76. American Bank Note Company, additional certificates of corporate stock, $800.

Open Market Orders Issued After Competitive Bidding.

Name of Lowest Bidder.	Number of Orders.	Printing.	Stationery.	Books.	Total.
W. F. Albers	5	.....	.....	$78 25	$78 25
H. Bainbridge & Co.	1	.....	$2 84	.....	2 84
W. Bratter & Co.	17	$592 55	136 05	70 20	798 80
The Brooklyn Daily Eagle	3	31 00	91 00	.....	122 00
M. B. Brown Ptg. & Bdg. Co.	53	1,853 13	249 84	160 69	2,263 66
J. Cassidy Co.	6	46 10	.....	27 60	73 70
P. J. Collison & Co.	9	74 06	.....	.....	74 06
Columbia R. & C. Mfg. Co.	1	.....	13 20	.....	13 20
Graham Chisholm Co.	9	140 75	.....	.....	140 75
Jordan S. & P. Co.	4	.....	60 17	.....	60 17
Library Bureau	1	3 25	.....	.....	3 25
J. J. Little & Ives Co.	5	1,560 50	.....	.....	1,560 50
T. Mitchell	1	.....	.....	14 90	14 90
C. S. Nathan	2	406 80	.....	.....	217 30
The O'Connell Press	1	217 30	.....	.....	217 30
The J. W. Pratt Co.	22	347 26	438 64	82 80	868 70
Vacuo Static Carbon Co.	3	.....	9 98	.....	9 98
	143	$5,272 70	$1,001 72	$434 44	$6,708 86

DAVID FERGUSON, Supervisor of the City Record.

BOARD OF ESTIMATE AND APPORTIONMENT.

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 16, City Hall, Friday, March 13, 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 meetings held February 20th a. m. and February 20th p. m., and of special meeting held February 26, 1914, were approved as printed in the CITY RECORD March 13, 1914.

PUBLIC IMPROVEMENT MATTERS.

Public Hearing on the Report and Recommendations of the Advisory Commission on Heights of Buildings (Cal. No. 1).

The Secretary presented affidavit of publication showing that the matter had been advertised in accordance with a resolution adopted by the Board on February 27, 1914.

(The Commission's report, presented to the Board on December 31, 1913, 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. A bill covering this subject is now before the Legislature. At the meeting of the Board on February 27 last, a resolution was adopted accepting the bill as a City measure and requesting the Corporation Counsel to urge its enactment. At the same meeting another resolution was adopted setting March 13 as the date for a Public Hearing on the recommendations in the Commission's report.)

Hon. Lawson Purdy appeared in favor of the proposed legislation. Mr. John J. Kuhn, representing the Brooklyn Union Gas Company, appeared and requested that gas containers be excepted from the general provisions regarding buildings No one else appearing, the hearing was closed.

On motion of the President of the Board of Aldermen the matter was laid over for one week (March 20, 1914).

Public Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Grades of East 94th Street, from Clarkson Avenue to Linden Avenue, and from Ditmas Avenue to Avenue N, with a Corresponding Modification in the Grades of the Intersected Streets; and by Changing the Grade of East 95th Street, Between Glenwood Road and Flatlands Avenue, Borough of Brooklyn (Cal. No. 2).

The Secretary presented affidavits of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

No one appearing in favor of, or in opposition to the proposed change, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 20th day of February, 1914, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the grades of East 94th street between Clarkson avenue and Linden avenue and between Ditmas avenue and Avenue N, and change the grades of the intersecting streets affected thereby, and change the grade of East 95th street between Glenwood road and Flatlands avenue, in the Borough of Brooklyn, City of New York, and appointing a hearing at a meeting of this Board to be held on the 13th day of March, 1914, at 10.30 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD and in the corporation newspapers for ten days prior to the 13th day of March, 1914; and,

Whereas, It appears from the affidavits of the Supervisor of the City Record and the publishers of the corporation newspapers, that the aforesaid resolution and notice have been published in the CITY RECORD and in the corporation newspapers for ten days prior to the 13th day of March, 1914; and,

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

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 to change the map or plan of The City of New York by changing the grades of East 94th street between Clarkson avenue and Linden avenue and between Ditmas avenue and Avenue N, and changing the grades of the intersecting streets affected thereby; and changing the grade of East 95th street between Glenwood road and Flatlands avenue, in the Borough of Brooklyn, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the Commissioner of Public Works of the Borough, and dated December 13, 1913.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The Secretary was directed to call the attention of the President of the Borough of Brooklyn to the desirability of making a similar adjustment in other sections of East 95th street where the grades now fixed are too flat to remove surface water.

Public Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Grades of West 231st Street, Between Broadway and Albany Crescent, Borough of The Bronx (Cal. No. 3).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

No one appearing in favor of, or in opposition to the proposed change, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 20th day of February, 1914, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the grades of West 231st street, from Broadway to Albany Crescent, in the Borough of The Bronx, City of New York, and appointing a hearing at a meeting of this Board to be held on the 13th day of March, 1914, at 10:30 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

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 to change the map or plan of The City of New York by changing the grades of West 231st street from Broadway to Albany Crescent, in the Borough of The Bronx, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the Secretary of the Board of Estimate and Apportionment, and dated December 22, 1913.

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 Hearing in the Matter of Changing the Map or Plan of The City of New York by Closing and Discontinuing Turnbull Avenue, Hermany Avenue and Story Avenue, Betwen Zerega Avenue and Westchester Creek, Borough of The Bronx. (Cal. No. 4).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

Mr. Merle I. St. John appeared and requested that the hearing be deferred.

On motion of the President of the Borough of The Bronx the hearing was continued for two weeks (March 27, 1914).

Public Hearing in the Matter of Changing the Map or Plan of The City of New York by Modifying the Street Plan for the Territory Bounded by South Railroad Avenue, Lauronson Place and its Prolongation, Queens Boulevard, Fitch Avenue, Leon Place, Broadway, Baxter Avenue, Roosevelt Avenue, 37th Street, Hunt Street, Junction Avenue, Lurting Street, Card Place, South Railroad Avenue, Barnwell Street and Queens Boulevard, Borough of Queens (Cal. No. 5).

(At the meeting of the Board on February 27, 1914, the hearing in this matter was continued to March 13, 1914.)

The Secretary presented affidavit of publication showing that the matter had be duly advertised in accordance with a resolution adopted by the Board on January 30, 1914.

No one appearing in favor of, or in opposition to the proposed change, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 30th day of January, 1914, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the lines and grades of the street system within the territory bounded by South Railroad Avenue, Lauronson place and its prolongation, Queens boulevard, Fitch avenue, Leon place, Broadway, Baxter avenue, Roosevelt avenue, 37th street, Hunt street, Junction Avenue, Lurting Street, Card place, South Railroad avenue, Barnwell street and Queens boulevard in the Borough of Queens, City of New York, and appointing a hearing at a meeting of this Board to be held on the 27th day of February, 1914, at 10.30 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 27th day of February, 1914; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 27th day of February, 1914; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

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 to change the map or plan of The City of New York by changing the lines and grades of the street system within the territory bounded by South Railroad avenue, Lauronson place and its prolongation, Queens boulevard, Fitch avenue, Leon place, Broadway, Baxter avenue, Roosevelt avenue, 37th street, Hunt street, Junction avenue, Lurting street, Card place, South Railroad avenue, Barnwell street and Queens Boulevard, in the Borough of Queens, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough, and dated June 19, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Public Hearing in the Matter of Changing the Map of The City of New York by Changing the Lines of Queens Boulevard, Between Caldwell Avenue and Brower Place, Between Woodhaven Avenue and Marion Avenue, Between Occident Street and Booth Street, Between Agate Place and Union Turnpike, and Between Quentin Street and Hillside Avenue, Borough of Queens (Cal. No. 6).

(At the meeting of the Board held on February 20, 1914, a resolution was adopted requesting the Corporation Counsel to draft a Bill, and urge its immediate passage by the Legislature, which will clear the way for acquiring such lands as may be needed for this street within the lines of the Maple Grove Cemetery.)

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

The Secretary also presented a communication, dated March 7, 1914, from the Acting Corporation Counsel, stating he has drafted a bill authorizing the acquisition of the lands of Maple Grove Cemetery required for the widening of Queens boulevard and has transmitted it to the Assistant Corporation Counsel in charge of legislation for introduction in the Legislature.

No one appearing in favor of or in opposition to the proposed change, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board held on the 20th day of February, 1914, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the lines of Queens boulevard, between Caldwell avenue and Brower place; between Woodhaven avenue and Marion avenue; between Occident street and Booth street; between Agate place and Union turnpike, and between Quentin street and Hillside avenue, in the Borough of Queens, City of New York, and appointing a hearing at a meeting of this Board to be held on the 13th day of March, 1914, at 10.30 a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

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 to change the map or plan of The City of New York by changing the lines of Queens boulevard, between Caldwell avenue and Brower place; between Woodhaven avenue and Marion place; between Occident street and Booth Street; between Agate place and Union turnpike, and between Quentin street and Hillside avenue, in the Borough of Queens, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough, and dated January 7th, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Public Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Plan for the Street System Within the Territory Bounded by Queens Boulevard, Broadway, Justice Street, Chicago Street, Martense Street, Caldwell Avenue, Seabury Street, Grand Street and Van Loon Place, Borough of Queens (Cal. No. 7).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1913.

No one appearing in favor of, or in opposition to the proposed change, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 20th day of February, 1914, a resolution was adopted proposing to change the map or plan of The City of New

York so as to change the lines and grades of the street system within the territory bounded by Queens boulevard, Broadway, Justice street, Chicago street, Martense street, Caldwell avenue, Seabury street, Grand street and Van Loon place, in the Borough of Queens, City of New York, and appointing a hearing at a meeting of this Board to be held on the 13th day of March, 1914, at 10.30 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

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 to change the map or plan of The City of New York by changing the lines and grades of the street system within the territory bounded by Queens boulevard, Broadway, Justice street, Chicago street, Martense street, Caldwell avenue, Seabury street, Grand street and Van Loon place, in the Borough of Queens, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough and dated February 7th, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The Secretary was directed to call the attention of the Assistant Corporation Counsel, in charge of the Bureau of Street Openings, to the attitude of the church trustees, noted in the Chief Engineer's report presented at the meeting on February 20, 1914, with the request that he advise the Board in case an award is claimed greater than that required to meet the expense of moving the church buildings back from the street lines.

Public Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Lines and Grades of Castleton Avenue, Between Portland Place and Glen Avenue; and Changing the Grade of Haven Esplanade, from Castleton Avenue to Barrett Boulevard, and of Frelinghuysen Road, from Haven Esplanade to Duer Lane, Borough of Richmond.

Establishing the Roadway and Sidewalk Widths of Haven Esplanade, Between Barrett Boulevard and Castleton Avenue, and of Castleton Avenue Between Portland Place and Glen Avenue, Borough of Richmond (Cal. No. 8).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

No one appearing in favor of or in opposition to the proposed change the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 20th day of February, 1914, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the lines and grades of Castleton avenue between Portland place and Glen avenue; change the grades of Haven esplanade between Barrett boulevard and Castleton avenue; change the grades of Frelinghuysen road between Haven esplanade and Duer lane; and change the grades of the intersecting streets affected thereby, in the Borough of Richmond, City of New York, and appointing a hearing at a meeting of this Board to be held on the 13th day of March, 1914, at 10.30 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 13th day of March, 1914; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now therefore be it

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 to change the map or plan of The City of New York by changing the lines and grades of Castleton avenue between Portland place and Glen avenue; changing the grades of Haven esplanade between Barrett boulevard and Castleton avenue; changing the grades of Frelinghuysen road between Haven esplanade and Duer lane, and changing the grades of the intersecting streets affected thereby, in the Borough of Richmond, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the Secretary of the Board of Estimate and Apportionment, and dated December 3, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, by the Board of Estimate and Apportionment of The City of New York, That the treatment of the roadway and sidewalks of Haven esplanade between Barrett boulevard and Castleton avenue, and of Castleton avenue, between Portland place and Glen avenue, Borough of Richmond, shall be as follows:

A centrally located mall is hereby provided for Haven esplanade from Frelinghuysen road to Castleton avenue. The lines separating this mall from the roadway space and the lines separating the roadway space from the sidewalk space in Haven esplanade from Barrett boulevard to Castleton avenue, and in Castleton avenue from Portland place to Glen avenue, are hereby fixed as shown upon a map or plan laying out these streets, which was adopted by the Board of Estimate and Apportionment on March 13, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Public Hearing on the Proposed Area of Assessment in the Matter of Amending the Proceeding for Acquiring Title to Haviland Avenue, from Virginia Avenue to Zerega Avenue; to Watson Avenue, from Clasons Point Road to Havemeyer Avenue, and from the Unnamed Street West of Zerega Avenue to the Bulkhead Line of Westchester Creek; to Blackrock Avenue, from Virginia Avenue to the Bulkhead Line of Westchester Creek; and to Chatterton Avenue, from Virginia Avenue to the Bulkhead Line of Westchester Creek, Borough of The Bronx (Cal. No. 9).

The Secretary presented affidavit of publication showing that the matter had been duly advertised, in accordance with resolution adopted by the Board on February 20, 1914.

No one appearing in favor of or in opposition to the proposed area of assessment the hearing was closed.

The following resolution was offered:

Resolved, by the Board of Estimate and Apportionment of The City of New York, That the proceeding instituted by said Board on March 12, 1909, for acquiring title to Haviland avenue, from Virginia avenue to Zerega avenue; Blackrock avenue, from Virginia avenue to the bulkhead line of Westchester Creek; Chatterton avenue, from Virginia avenue to the bulkhead line of Westchester Creek; and Watson avenue, from Clasons Point road to Havemeyer avenue, and from the unnamed street west of Zerega avenue to the bulkhead line of Westchester Creek, Borough of The Bronx, be and the same is hereby amended so as to conform to a map or plan adopted by the Board of Estimate and Apportionment November 6, 1913, and approved by the Mayor November 13, 1913, in which a change was made in the harbor lines heretofore fixed for Westchester Creek, involving a slight change in the lengths of Watson avenue, Blackrock avenue and Chatterton avenue, in the easterly block; the proceeding as amended providing for the acquisition of title to Haviland avenue, from Virginia avenue to Zerega avenue; Watson avenue, from Clasons Point road to Havemeyer avenue, and from the unnamed street west of Zerega avenue to the bulkhead line of Westchester Creek; Blackrock avenue, from Virginia avenue to the bulkhead line of Westchester Creek; and Chatterton avenue, from Virginia avenue to the bulkhead line of Westchester Creek, as the foregoing streets are now laid out upon the map or plan of The City of New York.

Resolved, That the Corporation Counsel be and he hereby is requested to take the necessary steps to have this amendment carried into effect; and

Whereas, Pursuant to a resolution adopted by the Board on February 20, 1914, due notice has been given in the CITY RECORD that the Board would consider a proposed amended district of assessment for the aforesaid proceeding as amended; and

Whereas, On the 13th day of March, 1914, a public hearing was given to all persons interested in such proposed amended district of assessment who appeared, and such proposed area of assessment was duly considered by this Board;

Resolved, That the amended district of assessment for benefit in this amended proceeding be and is hereby fixed and determined to be as follows:

Beginning at a point on the westerly bulkhead line of Westchester Creek, as shown upon a map adopted by the Board of Estimate and Apportionment on November 6, 1913, where it is intersected by the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of Watson avenue, the said distance being measured at right angles to Watson avenue, and running thence southwardly along the said bulkhead line of Westchester Creek to the intersection with a line midway between Ludlow avenue and Chatterton avenue; thence westwardly along a line always midway between Ludlow avenue and Chatterton avenue and along the prolongation of the said line to the intersection with a line distant 100 feet westerly from and parallel with the westerly line of Virginia avenue, the said distance being measured at right angles to Virginia avenue; thence northwardly along the said line parallel with Virginia avenue to the intersection with the prolongation of a line midway between Ludlow avenue and Watson avenue, as these streets are laid out between White Plains road and Noble avenue; thence westwardly along the said line midway between Ludlow avenue and Watson avenue, and along the prolongations of the said line to the intersection with a line midway between Morrison avenue and Harrod avenue; thence northwardly along the said line midway between Morrison avenue and Harrod avenue to the intersection with a line at right angles to Clasons Point road and passing through a point on its northeasterly side where it is intersected by the prolongation of a line midway between Powell avenue and Haviland avenue; thence northeastwardly along the said line at right angles to Clasons Point road to the intersection with its northeasterly side; thence eastwardly along the said line midway between Powell avenue and Haviland avenue, and along the prolongations of the said line to a point distant 100 feet easterly from the easterly line of Zerega avenue; thence southwardly and parallel with Zerega avenue to the intersection with a line parallel with Watson avenue, and passing through the point of beginning; thence eastwardly along the said line parallel with Watson avenue to the point or place of beginning.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Public Hearing on a Petition Requesting the Discontinuance of the Proceeding for Acquiring Title to a Sewer Easement in Kissel Avenue, and in Brighton Boulevard and in Its Prolongation, Between Castleton Avenue and Kill von Kull, Borough of Richmond (Cal. No. 10).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on February 20, 1914.

The Secretary presented a communication from the Assistant Secretary to the Mayor transmitting a letter from Mr. P. J. Leahy, requesting the Board not to reopen the matter, as the improvement is urgently needed.

No one appearing in favor of, or in opposition to the proposed improvement, the hearing was closed.

On motion of the President of the Borough of Richmond the matter was laid over for one week (March 20, 1914).

Changing the Grades of the Street System Within the Territory Bounded by Ocean Parkway, Avenue H, East 9th Street, Foster Avenue, East 10th Street, Avenue H, Coney Island Avenue and Avenue I, Borough of Brooklyn (Cal. No. 11).

The Secretary presented a communication from the Acting Commissioner of Public Works of the Borough of Brooklyn, transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13604. March 5, 1914.

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

Sir—Herewith is transmitted a communication from the Acting Commissioner of Public Works, Borough of Brooklyn, bearing date of January 6, 1914, requesting the approval of a map showing a change proposed in the grades of the street system within the territory bounded by Ocean parkway, Avenue H, East 9th street, Foster avenue, East 10th street, Avenue H, Coney Island avenue and Avenue I.

This map appears to have been prepared as the result of a recommendation made by the Board on April 3, 1913, in connection with a proceeding then authorized for acquiring title to East 8th street, between Foster avenue and Avenue T, to the effect that a change should be made in the grade of the street where it crosses the Long Island Railroad in order to clear the way for the construction of the highway bridge which it was assumed would ultimately be required. Provision is now made for this adjustment as well as for similar ones at the East 7th street, East 9th street and East 10th street crossings, this being effected, in each case, by slightly raising the street elevation in the section immediately adjoining the railroad right of way and to such extent as is required to secure a net clearance of about 16.5 feet. North of the railroad a narrow roadway is in use within the lines of East 8th street, while the remaining streets are unimproved. On the southerly side of the railroad right of way a portion of East 7th street has been regulated and graded where it adjoins Avenue I, while the remaining streets have been regulated and graded through the entire length. It is believed, however, that the elevations now proposed conform with the improvements which have been made, excepting through a short distance adjoining the railroad, and that no buildings will be subjected to damage.

Provision is also made for adjusting the grade of Avenue H in the section east of East 9th street by eliminating the summit originally proposed in the block between East 10th street and Coney Island avenue, this change also necessitating a corresponding modification in the grade of East 10th street; these changes do not appear to be inconsistent with the existing conditions.

A few minor modifications are indicated in the grade of Avenue I, between Ocean parkway and Coney Island avenue, all of which it is understood are intended to legalize the grade to which this street has been improved.

I see no reason why the plan should not be approved, and would recommend such action after a public hearing.

I would also recommend that the attention of the Borough President be called to the desirability of submitting a plan providing for making the grade adjustments required south of Avenue I in order to harmonize with those indicated on the plan now under consideration.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 the street system within the territory bounded by Ocean parkway, Avenue H, East 9th street, Foster avenue, East 10th street, Avenue H, Coney Island avenue and Avenue I 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 December 31, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Grade of Schenectady Avenue, Between Flatlands Avenue and Avenue L; of Ditmas Avenue, Between Rugby road and Westminster Road, and of Argyle Road, Between Newkirk Avenue and Dorchester Road, Borough of Brooklyn (Cal. No. 12).

The Secretary presented a communication from the Acting Commissioner of Public Works of the Borough of Brooklyn, transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13580. February 9, 1914.

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

Sir—Herewith is transmitted a communication from the Acting Commissioner of Public Works, Borough of Brooklyn, bearing date of January 20, 1914, requesting consideration of a map showing changes proposed in the grades of the following streets: Schenectady avenue, between Flatlands avenue and Avenue L; Ditmas avenue, between Rugby road and Westminster road; Argyle road, between Newkirk avenue and Dorchester road.

In preparing plans for a grading improvement recently authorized for Schenectady avenue it has been deemed advisable to insert a summit in the block between Flatlands avenue and Avenue L in order to make provision for the removal of surface water. The street is not in use in this block, and the abutting property is unimproved.

The change proposed in the grade of Ditmas avenue and Argyle road consists of raising the elevation of these streets one foot at their intersection and is desired in order to legalize the grade to which the former street and the northerly block of the latter street has been paved, as well as that to which the southerly block of Argyle road has been graded.

These changes are, in my judgment, proper, and I would recommend their approval after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 grade of Schenectady avenue from Flatlands avenue to Avenue L; changing the grade of Argyle road from Newkirk avenue to Dorchester road; and changing the grade of Ditmas avenue from Rugby road to Westminster road 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 9, 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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Grade of Briggs Avenue, Between Kingsbridge Road and a Point About 85 Feet North of East 194th Street, Borough of The Bronx (Cal. No. 13).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx, transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13609. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of February 25, 1913, requesting the approval of a map showing a change proposed in the grade of Briggs avenue between Kingsbridge road and a point about 85 feet north of East 194th street.

These changes include the adjustment of the platform formed at the intersection of Briggs avenue with East 194th street, together with the insertion of an intermediate grade point in Briggs avenue at a point distant about 210 feet southerly from the intersection named. Briggs avenue has been macadamized and the abutting property is partially improved. Information is presented to show that the elevations now proposed are intended to legalize the grades to which improvements have been made.

I see no reason why the map should not be approved, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 Briggs avenue between Kingsbridge road and a point about 85 feet north of East 194th street, 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 February 24, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Widening Jerome Avenue on Its Westerly Side Opposite the Junction With Woodlawn Road, Borough of The Bronx (Cal. No. 14).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx, transmitting a map showing the proposed widening; and the following report of the Chief Engineer:

Report No. 13608. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of May 5, 1913, requesting the approval of a map showing a proposed widening of Jerome avenue on its westerly side opposite its junction with Woodlawn road.

The proposed widening consists of the substitution of a curve in place of the abrupt angle heretofore fixed in the street line, and is evidently designed to here facilitate the movement of traffic. The widening comprises an area of about .3 acres, all of which falls within the limits of Van Cortlandt Park. Most of the adjoining area on the opposite side of the street falls within the limits of Woodlawn Cemetery.

I see no reason why the plan should not be approved, and would recommend such action after a public hearing, it being assumed that this action will be followed by a request to the Commissioners of the Sinking Fund for a transfer of jurisdiction to the Borough President.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 widening the westerly side of Jerome avenue at its junction with Woodlawn road 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 May 1, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Grade of East 153d Street Between River Avenue and East 157th Street; of East 157th Street Between Cromwell Avenue and Exterior Street; and of Cromwell Avenue Between East 157th Street and the Spuyten Duyvil and Port Morris Branch of the New York Central and Hudson River Railroad, Borough of the Bronx. (Cal. No. 15).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13607. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of April 15, 1913, requesting the approval of a map showing changes proposed in the grade of the following streets: East 153d street, between River avenue and East 157th street; East 157th street, between Cromwell avenue and Exterior street; Cromwell avenue, between East 157th street and the Spuyten Duyvil and Port Morris branch of the New York Central and Hudson River Railroad.

These changes provide for raising the grade of East 153d street five feet at its intersection with Cromwell avenue and twelve feet at its intersection with East 157th street. Cromwell avenue has recently been regulated and graded under an authorization of the Board of Estimate and Apportionment of 1906. Information is presented to show that the change now proposed is requested by the owner of all of the abutting property. None of the remaining streets is in use at the present time, and the abutting property is unimproved. No information is presented to the Board to indicate the occasion for the change, the effect of which will be to secure a more uniform rate of grade in Cromwell avenue and in East 157th street between the point where they intersect and the railroad.

In case the property owners are prepared to meet the expense of carrying out the plan now submitted, I see no reason why it should not be approved, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 East 153d street, between River avenue and East 157th street; of Cromwell avenue between the Spuyten Duyvil and Port Morris Branch of the New York Central and Hudson River Railroad and East 157th street; and of East 157th street between Exterior street and Cromwell 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 April 11, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Street Plan for the Territory Bounded by Laurel Hill Avenue, Jackson Avenue, Woodside Avenue and Dreyer Avenue, Borough of Queens. (Cal. No. 16).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13600. March 3rd, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of October 21st, 1913, requesting the approval of a map showing a change proposed in the street system within the territory bounded by Laurel Hill avenue, Jackson avenue, Woodside avenue and Dreyer avenue, practically all of which area is owned by the Stuyvesant Real Estate Company, the Long Island Railroad Company, and The City of New York.

In 1910 the Pennsylvania Tunnel and Terminal Railroad Company presented an application to the Commissioners of the Sinking Fund for the exchange of certain properties which they owned in the section between Laurel Hill avenue and other properties owned by the City and occupied for a driven well station of the Department of Water Supply for lands then owned by the City, but required for the Sunnyside Yard improvement; request was also made for the release for highway purposes of certain lands owned by the City which it was proposed to incorporate within the lines of a proposed new street, the remainder and greater portion of which was owned by the company, which then indicated a willingness to similarly dedicate it to street use. The former application was approved by the Sinking Fund Commission, and in 1911 the matter of laying out the proposed new street was presented to the Board of Estimate and Apportionment for consideration (page 1714 of the Public Improvement Minutes of June 15th, 1911) and was at that time referred to the President of the Borough of Queens in order that a map might be prepared definitely fixing the position of the street, and that his views concerning the merit of the proposition might be obtained.

Early in 1913 the Borough President submitted plans providing for carrying out the suggestions made, and at the same time advised that after conferring with representatives of the Stuyvesant Real Estate Company, which company it is understood represents the same interests as those of the Pennsylvania Tunnel and Terminal Railroad Company, he had been informed that the company would agree, in case the plan for the new street and other modifications then under consideration were approved, to construct at its own expense the bridges required to carry Laurel Hill avenue, Gosman avenue and Amityville street over the old right of way of the Long Island Railroad and of a spur track connected with it, to grade all of the streets, to lay the water main, to build such sewers as were required for drainage, and to cede to the City all of the land owned by the company falling within the lines of the proposed new streets.

At this time the southerly line proposed for Amityville street, the new street referred to in the original application of the Pennsylvania Tunnel and Terminal Railroad Company, was intended to be given a position distant about 10 feet north of the northerly right of way line of the Long Island Railroad, the intervening area being owned by the City. This treatment it was understood had been resorted to in order to avoid interference with driven wells then in operation, but upon being informed by the Department of Water Supply, Gas and Electricity that it was proposed at an early date to abandon this station, the attention of the representatives of the Stuyvesant Real Estate Company was called to the fact that when the abandonment took place the effect would be to leave the City with the ownership of a parcel occupying nearly all of the frontage on the southerly side of Amityville street with a depth too small to admit of development or have a marketable value. It was therefore suggested that arrangements be made prior to the approval of the plan for the purchase of the City property

by the Long Island Railroad Company whenever its use for water supply purposes was terminated. This arrangement was not formally concurred in by the railroad company, and at the suggestion of this office the Borough President amended the plan in such a way as to give Amityville street a position immediately adjoining the railroad, thereby absorbing practically all of the lands owned by the City between the railroad and Jackson avenue, which latter area the Water Department now formally advises is no longer needed for water supply purposes. It is evident that since practically none of the property abutting on this street would be in City ownership, its diversion to highway use should be conditioned upon a substantial payment for its full value by the Stuyvesant Real Estate Company, or that the acquisition for highway use should be effected through a formal opening proceeding. It is also manifest that the proposed cession of streets and the carrying out of local improvements at the expense of the Stuyvesant Real Estate Company does not represent any concession on their part inasmuch as under the Charter provisions they would be assessed for the entire expense of improvements of this character.

It appears to have been assumed that the company was prepared to grant to the City an easement across the northeasterly corner of the Sunnyside Yard for an outlet sewer leading from Dreyer avenue to Jackson avenue. This right would appear to be advantageous, although under the provisions of the Sunnyside Yard franchise the City has the right to occupy any of the streets then discontinued for such use, while the grades of the territory also appear to be such as to permit of locating the required trunks fully within existing highways, although a substantial saving in length would be effected if the route across the railroad yard were to be followed.

In addition to the laying out of Amityville street, the plan makes provision for fixing the lines of Rostrom avenue, which is to be given a position distant about 100 feet south of Jackson avenue, and for subdividing the intervening area into five comparatively small blocks. It is understood that the principal object sought under it is the creation of two large unsubdivided areas bounded by Laurel Hill avenue, Rostrom avenue, Woodside avenue, Dreyer avenue and Amityville street, which could advantageously be devoted to industrial use with railroad connections along the line of the Long Island Railroad and a spur track, which roads would cross Laurel Hill avenue, Amityville street and Gosman avenue below grade.

In view of the fact that the entire improvement as projected is clearly and solely in the interests of the Stuyvesant Real Estate Company, it would seem reasonable to ask it to bear the entire cost of the bridges which would be required if the scheme is carried out. The plan, in my judgment, is a commendable one, and one which will have the effect of stimulating industrial development in this area.

I would therefore recommend that the map be adopted after a public hearing, but with the suggestion that the Mayor be asked to withhold his approval until such time as the Stuyvesant Real Estate Company presents a stipulation, in form satisfactory to the Corporation Counsel, of such a character as to insure the construction of the required bridges at Laurel Hill avenue, Amityville street and Gosman avenue, without expense to the City.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 street system within the territory bounded by Laurel Hill avenue, Jackson avenue, Woodside avenue and Dreyer 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 October 10, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Laying Out a Public Park Bounded by Borden Avenue, Young Street and Gale Street, Borough of Queens (Cal. No. 17).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting a map showing the proposed Park; and the following report of the Chief Engineer:

Report No. 13613. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary of the Borough of Queens, bearing date of March 13, 1913, requesting on behalf of the Borough President the approval of a map showing a Public Park to comprise the triangular block bounded by Borden avenue, Young street and Gale street.

The parcel shown upon the plan has a frontage of about 78 feet on Borden avenue, about 60 feet on Young street, and about 50 feet on Gale street, comprising an area of about 0.04 acres. The property is unimproved and is valued on the books of the Department of Taxes and Assessments at $1,000. It would appear that the block is of dimensions unsuited for private development and might be properly reserved as an open space.

With the understanding that the expense of acquiring the land will be assumed by the property owners in the vicinity, I see no reason why the map should not be approved, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 a public park bounded by Borden avenue, Young street and Gale street, 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 March 3, 1913.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the Cty Hall, Borough of Manhattan, City of New York, on the 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Grade of 7th Avenue, Between Jamaica Avenue and Grand Avenue, Borough of Queens (Cal. No. 18).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13570. February 3, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of December 16, 1913, requesting the approval of a map showing a change proposed in the grade of 7th avenue, between Jamaica avenue and Grand avenue.

This change consists in raising the elevation of the summit heretofore fixed at a point 175 feet south of Grand avenue 0.7 feet. The street has been regulated and graded, and the Borough Secretary states that the elevation now proposed for the summit will make the established grade conform more closely with existing conditions.

I see no reason why the plan should not be approved, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 7th avenue between Jamaica avenue and Grand 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 December 6, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Grades of the Street System within the Territory Bounded by Ridgewood place, Copeland Avenue, Ford Street, Trotter place, Weisse Avenue, Copeland Avenue, Francis Street, Union Turnpike, Woodhaven Avenue, Martha Place, Myrtle Avenue, Indiana Place, Tesla Place and Myrtle Avenue, Borough of Queens (Cal. No. 19).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting a map showing the proposed change; and the following report of the Chief Engineer:

Report No. 13614. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of September 29, 1913, requesting the approval of a map showing changes proposed in the grade of the street system within the territory bounded by Ridgewood place, Copeland avenue, Ford street, Trotter place, Weisse avenue, Copeland avenue, Francis street, Union turnpike, Woodhaven avenue, Martha place, Myrtle avenue, Indiana place, Tesla place and Myrtle avenue.

These changes more particularly relate to that portion of Myrtle avenue between Ridgewood place and Martha place, here reaching a maximum of about 5.5 feet. Information is presented by the Borough authorities to show that the grades now proposed for this street are intended to conform more closely with existing conditions and are desired at this time in order to clear the way for carrying out a repaving improvement. An inspection of the ground shows that an existing depression in the block between Hansom place and Weisse avenue is to be eliminated, but it is understood that excepting at this point the existing surface elevations are to be generally adhered to.

The plan also shows changes in the grade of Copeland avenue between Ford street and Agnes place, as well as of Weisse avenue and Hansom place between Copeland avenue and Myrtle avenue. Copeland avenue is not in use and its position west of Weisse avenue appears to be entirely inconsistent with an existing street system which has been used as a basis for development by the property owners. I am informed that it is proposed to modify the street plan in this section by recognizing the development which has taken place, and that the grade changes here indicated are desired in order to insure the provision of surface drainage. It is believed that the grade change in Weisse avenue can be carried out without damage to buildings, and that the elevations now proposed for Hansom place will be in closer harmony with the lines to which this street has already been graded than would be the case if the grades originally established were adhered to.

I see no reason why the map should not be adopted, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 the street system within the territory bounded by Ridgewood place, Copeland avenue, Ford street, Trotter place, Weisse avenue, Copeland avenue, Francis street, Union turnpike, Woodhaven avenue, Martha place, Myrtle avenue, Indiana place, Tesla place and Myrtle 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 Secretary of the Board of Estimate and Apportionment, and dated September 19, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Closing and Discontinuing Richmond Avenue and New York Avenue Within the Limits of the United States Government Reservation at Fort Wadsworth, Borough of Richmond (Cal. No. 20).

The Secretary presented the following communication from the Acting Corporation Counsel and report of the Chief Engineer:

City of New York, Law Department, Office of the Corporation Counsel, November 22, 1913.

Board of Estimate and Apportionment:

Gentlemen—I am in receipt of a letter, dated September 26, 1913, addressed to the Corporation Counsel by Joseph Haag, your Secretary, transmitting a copy of a communication from the President of the Borough of Richmond and a copy of the report of the Chief Engineer of your Board relative to the closing and discontinuance of New York avenue and Richmond avenue, within the limits of the United States Government Reservation, at Fort Wadsworth, Borough of Richmond.

Your Secretary states that at the meeting of the Board, held on September 25, 1913, the matter was referred to the Corporation Counsel with a request that he advise the Board whether the United States Government has the power to close the streets without compensation to the City. If, however, the City must be compensated, your Secretary asks that the Board be advised as to the procedure to be followed in such case.

The Borough President of Richmond in the letter addressed to your Board, a copy of which is transmitted, states that "all the evidence in our possession goes to show that the public never possessed the fee of these streets; but, of course, acquired through user a perpetual easement for street purposes."

The title which the City has in its streets is held in trust for street purposes.

In the case of New York and Richmond avenues, the City apparently does not possess the fee, but merely the public easement by user.

As the portions of the street closed by the Government are entirely within the limits of the Government lands, no proceedings, pursuant to chapter 1006 of the Laws of 1895, may be maintained by any private individual for the ascertainment of damages by reason of the closing.

The United States Government has the authority to take the lands of an individual or a municipality, but is required to make compensation where damage is suffered by the taking.

In the present case the City is merely the trustee for the public and is not the owner of the fee.

No liability can accrue to the City by reason of the action of the Government in closing the streets.

It would be a matter of great difficulty, if not impossible, to ascertain the measure of compensation to be paid to the City, if any damage were actually suffered by it in its corporate capacity by reason of the closing of the streets.

The Borough President of Richmond states in his letter that the general public will have equivalent access through other thoroughfares in case of the adoption of the map on which the portions of New York and Richmond avenues above referred to are shown as closed.

I am of the opinion that it is neither necessary nor practicable in the present case to seek compensation from the United States Government, and that the plan of streets presented to your Board by the Borough President should be adopted.

Yours respectfully, LOUIS H. HAHLO, Acting Corporation Counsel.

Report No. 13615. March 9, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on September 25, 1913, a communication was presented from the President of the Borough of Richmond requesting the approval of a map showing the proposed closing and discontinuing of Richmond avenue and of New York avenue within the limits of the United States Government Reservation at Fort Wadsworth. At this time it was pointed out that the approval of the plan would have the effect of releasing the public easement in these old streets, and the matter was referred to the Corporation Counsel, with the request that he advise the Board whether power was vested in the United States Government to compel the City to release its title to the land within the street lines without compensation, and also as to the procedure to be followed in opening negotiations with the Government in case terms could be imposed relative to their closing.

In the accompanying communication from the Acting Corporation Counsel, bearing date of November 22, 1913, the Board is informed "that it is neither necessary nor practicable in the present case to seek compensation from the United States Government, and that the plan of streets presented to your Board by the Borough President should be adopted."

As pointed out in the original report submitted by your Engineer, gates have recently been erected depriving the public of the use of the portions of these streets to be discontinued, and also to the fact that other thoroughfares have now been provided as a substitute for them.

Under these conditions, I see no reason why the map should not be adopted, and would recommend such action after a public hearing.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

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 closing and discontinuing so much of Richmond avenue and New York avenue as fall within the limits of the United States Government Reservation at Fort Wadsworth, Staten Island, in the Borough of Richmond, 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 May 1, 1913.

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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Petition for the Adoption of a Resolution Authorizing the Commissioners of Estimate and Assessment in the Proceeding for Acquiring Title to Avenue M, from Ocean Parkway to Ocean Avenue, to File a Separate and Partial Report Concerning the Awards for the Section Between Ocean Avenue and a Point About 60 Feet West of East 17th Street, Borough of Brooklyn (Cal. No. 21).

(At the meetings of the Board on September 25, October 9, November 6 and December 4, 1913, and January 9, February 6 and February 27, 1914, this matter was laid over; on the latter date, for two weeks.)

Mr. H. G. Andrews appeared in support of the petition.

On motion of the President of the Borough of Brooklyn the matter was referred to the Committee on Assessments for report in two weeks (March 27, 1914).

Vesting Title to West 11th Street, from Avenue V to the Southerly Line of Avenue W, Borough of Brooklyn (Cal. No. 22).

(At the meeting of the Board on February 27, 1914, this matter was laid over for two weeks.)

The President of the Borough of Brooklyn offered the following:

Whereas, The Board of Estimate and Apportionment on the 6th day of July, 1911, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee, wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending West 11th street from Bay Parkway to Canal Avenue North, excluding the right of way of the New York and Sea Beach Railroad; and of West 12th street from Bay Parkway to Kings Highway, and from Avenue T to Avenue W, in the Borough of Brooklyn, City of New York, and,

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said streets, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 27th day of June, 1913;

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 990 of the Greater New York Charter, as amended, directs that upon the 1st day of April, 1914, the title in fee to each and every piece or parcel of land lying within the lines of said West 11th street from Avenue V to the southerly line of Avenue W, in the Borough of Brooklyn, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, Queens and Richmond—12.

Negative—The President of the Borough of The Bronx—1.

Amending the Proceeding for Acquiring Title to East 98th Street, Between East New York Avenue and Foster Avenue (Excluding the Right of Way of the Long Island Railroad) by Omitting the Section Between the Railroad Property and Avenue D, Borough of Brooklyn (Cal. No. 23).

The Secretary presented a communication from the President of the Borough of Brooklyn, requesting the Board to amend the proceeding authorized April 3, 1913, for acquiring title to East 98th street, etc., by excluding the portion between Avenue D and the Long Island Railroad embankment; and transmitting check received from Mr. William H. Gahagan, drawn to the order of the Comptroller, for $29.75, which sum is stated to be the cumulative cost to date for the portion to be eliminated.

The Secretary then presented the following report of the Chief Engineer:

Report No. 13616. March 10th, 1914.

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

Sir—Herewith is transmitted a communication from the President of the Borough of Brooklyn, bearing date February 25th, 1914, requesting the amendment of the proceeding authorized on April 3rd, 1913, for acquiring title to East 98th street, between East New York avenue and Foster avenue (excluding the right of way of the Long Island Railroad), in such a way as to omit the section between Avenue D and the railroad property. The rule and damage maps for this proceeding were approved on December 18th, 1913, but the Commissioners have not yet been appointed.

The Borough President states that this change is proposed at the request of the owner of the property, who advises that it is now being occupied as a store yard, that its acquisition would greatly damage his interests, and that no benefit would accrue if the street were to be acquired, inasmuch as no provision has been made for constructing the railroad crossing.

East 98th street as laid out upon the City plan has a width of 80 feet and occupies an important position as a traffic artery, inasmuch as it serves as a diagonal street to the area on the east and as an important outlet for the section on the west. No provision has been made for the construction of a bridge, but the grades established will permit of the crossing with little or no modification, and it has heretofore been assumed that the crossing would be provided whenever the necessity for it could be established.

An inspection of the ground shows that the area within the street lines adjoining the railroad property is used for storage purposes and is traversed by a siding from the railroad leading to a sand pit on its westerly side from which material has already been excavated to a depth of about 30 feet.

In my judgment it would seem inadvisable to authorize the proposed amendment, inasmuch as it would clearly be necessary to in this case institute an independent proceeding at a later date, and with the probability that the cost as well as the incidental expense would be materially greater than if it is consummated at this time. It is also clear that the continued removal of the material in this vicinity will have the effect of increasing the cost of the physical improvement when carried out.

The Borough President has forwarded with his communication a check made out to the order of the Comptroller by the owner of the property in the section which it is proposed to exclude from the proceeding to the amount of $29.75, which amount is stated to be the proportionate share of the expense already incurred in advancing the proceeding. I am informed by the Assistant Corporation Counsel in charge of the Bureau of Street Openings that the proportionate expense incurred up to this date amounts to $33.73.

The matter is presented for such action as is deemed proper by the Board, but with the recommendation that no change be made in the proceeding until a further payment of $3.98 has been made. In case the amendment is favored, the district of assessment would remain identical with that heretofore fixed and as printed on page 2509 of the minutes of April 3rd, 1913.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of amending the proceeding instituted by said Board on April 3, 1913, for acquiring title to East 98th street, from East New York avenue to Foster avenue, excluding the right of way of the Long Island Railroad, Borough of Brooklyn, so as to relate to East 98th street, from East New York avenue to the northerly right-of-way line of the Long Island Railroad, and from Avenue D to Foster avenue.

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 area of assessment for benefit in this proposed amended proceeding:

Beginning at a point on the northerly line of East New York avenue where it is intersected by the prolongation of a line midway between Union street and Tapscott street and running thence southwardly along the said line midway between Union street and Tapscott street and along the prolongation of the said line to the intersection with the prolongation of a line midway between Pitkin avenue and Sutter avenue, as these streets are laid out east of Howard avenue; thence eastwardly along the said prolongation of a line midway between Pitkin avenue and Sutter avenue to the intersection with a line midway between Tapscott street and Howard avenue, as these streets are laid out between East New York avenue and Sutter avenue; thence southwardly along the said line midway between Tapscott street and Howard avenue and along the prolongation of the said line to the intersection with a line midway between Sutter avenue and Blake avenue; thence eastwardly along the said line midway between Sutter avenue and Blake avenue to the intersection with a line midway between Grafton street and Barrett street; thence southwardly along the said line midway between Grafton street and Barrett street to the intersection with a line midway between Blake avenue and Dumont avenue; thence eastwardly along the said line midway between Blake avenue and Dumont avenue to the intersection with a line midway between Barrett street and Saratoga avenue; thence southwardly along the said line midway between Barrett street and Saratoga avenue to the intersection with a line midway between Dumont avenue and Livonia avenue; thence eastwardly along the said line midway between Dumont avenue and Livonia avenue to the intersection with a line midway between Saratoga avenue and Douglass street; thence southwardly along the said line midway between Saratoga avenue and Douglass street to the intersection with a line midway between Livonia avenue and Riverdale avenue; thence eastwardly along the said line midway between Livonia avenue and Riverdale avenue to the intersection with a line midway between Douglass street and Ames street; thence southwardly along the said line midway between Douglass street and Ames street to the intersection with a line midway between Riverdale avenue and Newport street; thence eastwardly along the said line midway between Riverdale avenue and Newport street to the intersection with a line midway between Ames street and Amboy street; thence southwardly along the said line midway between Ames street and Amboy street to the intersection with a line midway between Newport street and Lott avenue; thence eastwardly along the said line midway between Newport street and Lott avenue to the intersection with a line midway between Hopkinson avenue and Bristol street; thence southwardly along the said line midway between Hopkinson avenue and Bristol street to the intersection with a line midway between Lott avenue and Hegeman avenue; thence eastwardly along the said line midway between Lott avenue and Hegeman avenue to the intersection with a line midway between Bristol street and Chester street; thence southwardly and along the said line midway between Bristol street and Chester street to the intersection with a line midway between Hegeman avenue and Vienna avenue; thence eastwardly along the said line midway between Hegeman avenue and Vienna avenue to the intersection with a line midway between Chester street and Rockaway avenue; thence southwardly along the said line midway between Chester street and Rockaway avenue to the intersection with a line midway between Vienna avenue and Stanley avenue; thence eastwardly along the said line midway between Vienna avenue and Stanley avenue to the intersection with a line midway between Rockaway avenue and Thatford avenue; thence southwardly along the said line midway between Rockaway avenue and Thatford avenue to the intersection with a line parallel with Stanley avenue and passing through a point on the centre line of the right of way of the Long Island Railroad where it is intersected by the prolongation of a line midway between East 101st street and East 102d street; thence eastwardly along the said line parallel with Stanley avenue to the intersection with the centre line of the right of way of the Long Island Railroad; thence southeastwardly along the said line midway between East 101st and East 102d street and along the prolongation of the said line to the intersection with a line midway between Foster avenue and Farragut road; thence southwestwardly along the said line midway between Foster avenue and Farragut road to the intersection with a line midway between East 95th street and East 96th street; thence northwestwardly along the said line midway between East 95th street and East 96th street to the intersection with the southerly line of East New York avenue; thence northwardly and parallel with Buffalo avenue to the intersection with the northerly line of President street; thence eastwardly and parallel with East New York avenue to the intersection with a line parallel with President street and passing through the point of beginning; thence eastwardly along the said line parallel with President street 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 17th day of April, 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 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Petition for a Reapportionment of the Cost of Acquiring Title to the Land Required for the Widening of the Flatbush Avenue Extension Between Nassau and Concord Streets, Borough of Brooklyn (Cal. No. 24).

The Secretary presented the following report of the Committee on Assessments:

Board of Estimate and Apportionment, City of New York, February 17, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—At the meeting of the Board of Estimate and Apportionment held on January 16, 1914, a petition was presented asking for a reapportionment of the cost of acquiring the land needed for the widening of the Flatbush avenue extension, between Nassau and Concord streets, in the Borough of Brooklyn, which petition was referred to a committee consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Richmond.

At the meeting of the Board held on January 30, 1914, the matters which had theretofore been referred to special committees were reassigned to the various standing committees of the Board, and the matter under consideration was referred to the Committee on Assessments, consisting of the President of the Borough of The Bronx, the Comptroller and the Mayor.

Your Committee has held a meeting, at which the Mayor was represented by the President of the Department of Taxes and Assessments, and at which the merits of this application were fully discussed. It seems obvious to the Committee that this request for relief is to a certain extent prompted by the petition for relief from a portion of the expense for the widening of Canal street at the Bowery, in the Borough of Manhattan, and the action of the Board already taken upon that petition, whereby the proportion of the expense assessed upon the immediate area of benefit, was substantially reduced. Your Committee, however, is unable to see any similarity between the two cases. It is apparent to anyone who is at all familiar with the present conditions and those which prevailed before the construction of the Manhattan Bridge that there has thus far been no great increase in the value of the property in the immediate vicinity of Canal street and the Bowery, either by reason of the construction of the Manhattan Bridge or by reason of the street widening at this point. While we believe that the benefit corresponds with the proportion of the cost which was finally assessed upon the local area, the Board was convinced that a benefit corresponding with the original assessment had not yet taken place, and it gave not the relief asked for, but a measure of relief which seemed equitable. In the case of the Flatbush avenue extension the situation is entirely different. There has been from the time of the laying out of this extension a steady and constant increase in the value of the property along the entire street. While no local assessment whatever was levied for the acquisition of the original extension from the junction of Fulton street and Flatbush avenue to the Manhattan Bridge, the later widening between Nassau and Concord streets, now under consideration, has greatly improved the connection of this new thoroughfare with the bridge, and, while this benefit is greatest with respect to the property fronting on the portion of the street which has been widened, we believe that it extends in lesser degree along the entire length of the Flatbush avenue extension. We are satisfied that this benefit amounts to at least one-half of the entire cost of the proceeding, which is the proportion of the cost which the Board has already determined should be assessed upon the local area. This area, while somewhat greater in the immediate vicinity of the widening, extends 100 feet on each side of the Flatbush avenue extension all the way to Fulton street.

Your Committee has given careful consideration to the question of extending the present area of assessment, and the suggestion has been made that the boundary of this area might be so modified as to include all of the blocks having any frontage upon the Flatbush avenue extension, for the reason that the portion of those blocks now fronting on a side street might, if combined with abutting property fronting on the Flatbush avenue extension, afford sites for large buildings extending entirely through the block. This would result in assessing one side of a street and not the other side. This plan of assessment has been discussed with the Bureau of Street Openings, and it is pointed out that such a policy is entirely different from that which has been followed by the Bureau in distributing assessments for street openings, and it is felt that it would be exceedingly difficult to apply this theory of benefit, in view of the general acceptance of the method heretofore followed, under which the assessment of property on one side of the street and not on the other and the assessment of one corner and not the opposite corner, has been carefully avoided. Your Committee has concluded, therefore, that it would be unwise to suggest a modification of the general plan of the distribution of assessments in this particular case, especially in view of the fact that the assessments as already distributed appear quite equitable and do not involve any payments which are not believed to be well within the actual benefit resulting from the improvement.

We would, therefore, recommend that the petition be denied, and that no change be made, either in the distribution of expense or the area of benefit.

Respectfully submitted,

DOUGLAS MATHEWSON, President of the Borough of The Bronx; WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, Mayor.

On motion of the President of the Borough of The Bronx, the matter was referred back to the Committee on Assessments for conference with the President of the Borough of Brooklyn.

Petition for Relief from Assessment in the Proceeding for Acquiring Title to White Plains Road, from West Farms Road to the Bulkhead Line of the East River, Borough of The Bronx (Cal. No. 25).

The Secretary presented a petition from Samuel W. Greenbaum and others requesting the City to assume one-half the cost of the proceeding; and the following report of the Chief Engineer:

Report No. 13491. January 6, 1914.

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

Sir—Herewith is transmitted a petition from Samuel W. Greenbaum and a large number of others, bearing date of November 24, 1913, requesting that the City assume 50 per cent. of the cost of the proceeding for the acquisition of title to White Plains road from West Farms road to the bulkhead line of the East River in the Borough of The Bronx.

This proceeding was authorized on June 18, 1909, and relates to a length of about 2½ miles of White Plains road which has been given a width of 100 feet. Under the resolution of the Board the entire expense of the proceeding was placed upon the property benefited, this comprising the adjoining area to an average distance of about 1,500 feet on each side of the street.

The rule and damage maps were approved on April 22, 1910. They indicate that between West Farms road and Ludlow avenue several old roads having a lesser width are included within the lines of White Plains road, and that south of Lacombe avenue a sewer easement has been acquired affecting about one-half of the street width.

To permit of carrying out desired improvements title to the section between West Farms road and Westchester avenue was vested in the City on January 2, 1912, and on October 18, 1912, title was similarly vested to the section between Classon's Point road and the bulkhead line of the East River. The Commissioners filed their preliminary report on June 2, 1913. It indicates that the proceeding affects an area of 1,228,312.11 square feet, of which area 434,109.37 square feet comprises land included within intersecting streets, title to which has already been acquired, and land which is subject to easements for street purposes; that sixteen buildings will be seriously damaged; that one building will be destroyed; and that three buildings will be damaged by reason of the intended change in the grade of the street.

The cost of the proceeding as indicated in the preliminary report may be summarized as follows:

Awards for land not subject to easements	$178,380 31
Awards for land subject to easements	31 00
Awards for damage to buildings	33,270 00
Awards for change of grade	225 00
Incidental expenses, interest and contingencies	65,777 09
Total	$277,683 40

The awards for damage to land and buildings have been assessed back block by block, and the remaining expense of the proceeding has been made a general charge over the entire assessment area. As a result of this distribution of the expense, the frontage bears about 48 per cent. of the total, the assessments here ranging from about $112 to $250 per lot having a frontage of 25 feet.

The petitioners allege that it has been the custom of the City to assume 50 per cent. of the cost of acquiring streets 100 feet in width, and that this custom should be followed in the case of White Plains road for the reason that it is an important thoroughfare designed to carry through traffic. They also claim that they are being overburdened with assessments for numerous improvements carried out in this vicinity.

Assuming that the awards for buildings had been made for land of a value identical with that established for the area not subject to easements, the expense of the proceeding would be identical with that which would have been incurred had the street been given a width of approximately 115 feet. The assessment which has been placed upon the frontage to the depth of 100 feet is equivalent to the cost of acquiring a width of approximately 55 feet of unimproved land, while the cost of the remaining width, or 60 feet, is to be assessed upon the remaining property in the area of assessment.

The importance of White Plains road as a thoroughfare was taken into consideration in fixing the area of assessment, and it appears that the area adopted is a liberal one and does not necessitate the imposition of assessments exceeding the benefit to be derived from the improvement. It has been the general policy of the Board during the last six years to place the entire cost of proceedings of this character upon the property benefited unless the conditions were such as would result in placing an unjust burden upon the property owners. There seems to be no reason to depart from the policy of the Board in this case and I would therefore recommend that the petition be denied. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby denies the petition dated November 24, 1913, signed by Samuel W. Greenbaum and a number of others, requesting that the City assume 50 per cent. of the cost of the proceeding instituted by said Board on June 18, 1909, for acquiring title to White Plains road, from West Farms road to the bulkhead line of the East River, Borough of The Bronx.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Deed of Cession to Land Within the Limits of the Right of Way of the New York, Westchester and Boston Railroad Company Falling Within the Lines of Dyre Avenue, Borough of The Bronx (Cal. No. 26).

The Secretary presented a communication from Mr. Ralph Polk Buell on behalf of the New York, Westchester and Boston Railroad Company requesting advice as to whether the City would accept a deed conveying land within the limits of the right of way of the railroad company falling within the lines of Dyre avenue, subject to the railroad easement; and the following report of the Chief Engineer:

Report No. 13572. February 10, 1914.

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

Sir—Herewith is transmitted a communication from Mr. Ralph Polk Buell, requesting that he be advised whether the City would accept a deed of cession of which a proposed form is transmitted, making provision for the conveyance to the City by the New York, Westchester and Boston Railroad Company of land included within the limits of the railroad right of way falling within the lines of Dyre avenue, in the Borough of The Bronx, under which the title would be subject to the railroad easement.

A proceeding for acquiring title to Dyre avenue between Boston road and the City Line was authorized under a resolution adopted by the Board on February 13, 1913, and amended on November 20th, following; the Commissioners of Estimate and Assessment in this proceeding have not yet been appointed. The railroad crosses Dyre avenue diagonally at a point near Light street, and a bridge carrying the railroad over the street has been built at this crossing. Mr. Buell states that the only encumbrance upon the property is the general mortgage of the railroad company held by the Guaranty Trust Company of New York, and that a release of this mortgage will be presented in case the deed is acceptable. The deed is offered pursuant to the terms of section 7 of the ordinance under which the New York, Westchester and Boston Railroad was authorized to construct its railroad, this section providing that any portion of the right of way of the said railway company falling within the lines of a street then shown on the map of The City of New York, which it may be necessary for the City to subsequently acquire, shall be ceded to the City, without cost to it, subject to the company's easement therein.

The railroad right of way crosses the street diagonally, and under the Charter provisions the acceptance of the deed would have to be made the subject of an agreement between the City and the railroad company.

I would recommend that the matter be referred to the Corporation Counsel and that he be authorized to enter into an agreement with the railroad company relative to the acceptance of this deed for a nominal consideration, with provision for exempting the railroad right of way from any assessment in the opening proceeding, other than its proportionate share of damage to buildings including damage due to change of grade, provided that the title offered is a satisfactory one.

Respectfully, NELSON P. LEWIS, Chief Engineer.

On motion of the President of the Borough of The Bronx, the matter was referred back to the Chief Engineer.

Transfer of Jurisdiction Over the Triangular Plot Bounded by 3d Avenue, Quarry Road and East 181st Street, Borough of The Bronx (Cal. No. 27).

(On September 25, 1913, the Board approved a map under which the triangular area was laid out as a public park.)

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx, requesting the Board to take such steps as may be necessary to have the jurisdiction of the public park bounded by 3d avenue, Quarry road and East 181st street, Borough of The Bronx, turned over to the Commissioner of Parks.

On motion, the matter was referred to the Commissioners of the Sinking Fund.

Amending the Proceeding for Acquiring Title to Calamus Avenue, from Maurice Avenue to Woodhaven Avenue, Borough of Queens (Cal. No. 28).

The Secretary presented the following report of the Chief Engineer:

Report No. 13601. March 4, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on February 23, 1911, a proceeding was instituted for acquiring title to Calamus avenue, from Maurice avenue to Woodhaven avenue, in the Borough of Queens.

On February 27, 1914, a map was approved under which the position of the street lines through various portions of its length was changed so as to fully include an existing street, and it will be necessary to modify the opening proceeding in such a way as to recognize the new conditions.

I would accordingly recommend that after a new public hearing has been given concerning a district of assessment modified as required by the map change referred to, the opening proceeding be amended in such a way as to make it conform with the street as now laid out.

The amended district of assessment is to include an area, practically identical with the one heretofore fixed, the description for which is presented herewith.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of amending the proceeding instituted by said Board on February 23, 1911, for acquiring title to Calamus avenue, from Maurice avenue to Woodhaven avenue, Borough of Queens, so as to conform to a map or plan adopted by the Board of Estimate and Apportionment February 27, 1914, in which the position of the street lines of said Calamus avenue, through various portions of its length, was changed so as to fully include an existing street; the amendment now proposed providing for the acquisition of title to Calamus avenue, from Maurice avenue to Woodhaven avenue, as it is now laid out upon the map or plan of The City of New York.

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 amended district of assessment for benefit in this proposed amended proceeding:

Beginning at a point on the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of Calamus avenue as this street is laid out between Fisk avenue and Delafield street, distant 100 feet westerly from the westerly line of Fisk avenue, the said distances being measured respectively at right angles to Calamus avenue and to Fisk avenue, and running thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Calamus avenue and its prolongation to the intersection with a line passing through

points on the easterly line of Ramsey street and the westerly line of LaForge street respectively, midway between Maurice avenue and Calamus avenue; thence eastwardly along the line last described to the intersection with a line midway between LaForge street and Nagy street; thence southwardly along the said line midway between LaForge street and Nagy street to a point distant 100 feet northerly from the northerly line of Calamus avenue, the said distance being measured at right angles to Calamus avenue; thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Calamus avenue to a point distant 100 feet easterly from the easterly line of Torpey street, the said distance being measured at right angles to Torpey street; thence northwardly and parallel with Torpey street to a point distant 180 feet northerly from the northerly line of Calamus avenue, the said distance being measured at right angles to Calamus avenue; thence eastwardly and always distant 180 feet northerly from and parallel with the northerly line of Calamus avenue to a point distant 100 feet easterly from the easterly line of Henry street, the said distance being measured at right angles to Henry street; thence northwardly and parallel with Henry street to the intersection with the southerly right of way line of the Long Island Railroad; thence eastwardly along the said right of way line to a point distant 100 feet easterly from the easterly line of Woodhaven avenue, the said distance being measured at right angles to Woodhaven avenue; thence southwardly and parallel with Woodhaven avenue to the intersection with a line at right angles to Woodhaven avenue and passing through a point on its westerly side where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Calamus avenue and the northerly line of Bloomfield street; thence westwardly along the said line at right angles to Woodhaven avenue to the intersection with its westerly side; thence northwestwardly along the said bisecting line to a point distant 200 feet southerly from the southerly line of Calamus avenue, the said distance being measured at right angles to Calamus avenue; thence westwardly and always distant 200 feet southerly from and parallel with the southerly line of Calamus avenue to the intersection with the easterly line of Grand street; thence westwardly in a straight line to a point on the westerly line of Grand street where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Calamus avenue and the northerly line of Corinth avenue as these streets are laid out between Ankener street and Grand street; thence westwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Calamus avenue, the said distance being measured at right angles to Calamus avenue; thence westwardly and always distant 100 feet southerly from and parallel with the southerly line of Calamus avenue to the intersection with the easterly line of LaForge street; thence westwardly in a straight line to a point on the westerly line of LaForge street midway between Calamus avenue and Stoutenburgh street; thence westwardly in a straight line to a point on the easterly line of Ryerson street midway between Calamus avenue and Stoutenburgh street; thence westwardly in a straight line to a point on the westerly line of Delafield street midway between Calamus avenue and Stoutenburgh street; thence westwardly and parallel with Stoutenburgh street to a point distant 100 feet westerly from the westerly line of Fisk avenue, the said distance being measured at right angles to Fisk avenue; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Fisk avenue to the point or place of beginning.

Resolved, That this Board consider the proposed amended 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 17th day of April, 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 for ten days prior to the 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Amending the Proceeding for Acquiring Title to 6th Street, from Stryker Avenue to 7th Street; to 7th Street, from a Point 150 Feet South of Stryker Avenue to Jackson Avenue; and to 8th Street, from Woodside Avenue to Jackson Avenue, Borough of Queens (Cal. No. 29).

The Secretary presented the following report of the Chief Engineer:

Report No. 13599. March 10th, 1914.

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

Sir—Under the provisions of a resolution adopted by the Board of Estimate and Apportionment on March 7th, 1912, and amended on June 13th following, a proceeding was instituted for acquiring title to the following streets in the Borough of Queens: 6th street, from Stryker avenue to 7th street; 7th street, from a point 150 feet south of Stryker avenue to Jackson avenue; 8th street, from Woodside avenue to Jackson avenue; but up to the present time the proceeding has not been materially advanced.

On February 20th last a map was approved under which the lines of 8th street in the block between Broadway and Hayes avenue were shifted slightly so as to make them harmonize with the property subdivisions, and it will be necessary to make a corresponding modification in the opening proceeding.

I would accordingly recommend that after a new public hearing has been given upon a district of assessment identical in description and position with the one heretofore fixed, the opening proceeding be further amended so as to relate to the streets between the limits named as now laid out.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The Board of Estimate and Apportionment of The City of New York on March 7, 1912, instituted a proceeding for acquiring title to 6th street from Stryker avenue to 7th street; 7th street from a point 175 feet south of Stryker avenue to Jackson avenue; and 8th street from Woodside avenue to Jackson avenue, Borough of Queens, which proceeding was amended on June 13, 1912, so as to relate to 6th street from Stryker avenue to 7th street; 7th street from a point 150 feet south of Stryker avenue to Jackson avenue; and 8th street from Woodside avenue to Jackson avenue; and

Whereas, The Board is considering the advisability of further amending the said proceeding so as to conform to a map or plan adopted by the Board of Estimate and Apportionment February 20, 1914, and approved by the Mayor February 27, 1914, in which the lines of 8th street in the block between Broadway and Hayes avenue are shifted slightly so as to make them harmonize with the property subdivisions; the amendment now proposed providing for the acquisition of title to the foregoing streets, between the limits authorized in the resolution of June 13, 1912, as the said streets are now laid out upon the map or plan of the City of New York.

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 area of assessment for benefit in this proposed amended proceeding:

Beginning at a point on a line distant 100 feet easterly from and parallel with the easterly line of 8th street as this street is laid out where it adjoins Jackson avenue, the said distance being measured at right angles to 8th street, distant 100 feet notherly from the northerly line of Jackson avenue, and running thence southwardly along the said line parallel with 8th street and along the prolongation of the said line to the intersection with the prolongation of a line distant 125 feet easterly from and parallel with the easterly line of 8th street as this street is laid out at Stryker avenue, the said distance being measured at right angles to 8th street; thence southwardly along the said line parallel with 8th street and along the prolongations of the said line to the intersection with a line distant 180 feet southerly from and parallel with the northerly line of Woodside avenue as this street is laid out at 8th street, the said distance being measured at right angles to Woodside avenue; thence westwardly along the said line parallel with Woodside avenue to the intersection with the prolongation of a line midway between 7th street and 8th street as these streets are laid out between Stryker avenue and Polk avenue; thence northwardly along the said prolongation of a line midway between 7th street and 8th street to the intersection with a line distant 175 feet southerly from and parallel with the southerly line of Stryker avenue, the said distance being measured at right angles to Stryker avenue; thence westwardly along the said line parallel with Stryker avenue to the intersection with a line distant 100 feet westerly from and parallel with the westerly line of 7th street, the said distance being measured at right angles to 7th street; thence northwardly along the said line parallel with 7th street to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of Stryker avenue, the said distance being measured at right angles to Stryker avenue; thence westwardly along the said line parallel with Stryker avenue to the intersection with the prolongation of a line midway between 5th street and 6th street; thence northwardly along the said line midway between 5th street and 6th street and along the prolongation of the said line to the intersection with a line distant 100 feet westerly from and parallel with the westerly line of 7th street as this street is laid out where it adjoins Jackson avenue on the south, the said distance being measured at right angles to 7th street; thence northwardly along the said line parallel with 7th street to the intersection with a line parallel with Jackson avenue and passing through the point of beginning; thence eastwardly along the said line parallel with Jackson avenue 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 17th day of April, 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 for ten days prior to the 17th day of April, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Acquiring Title to Siboutsen Street, from Junction Avenue to 43d Street, Borough of Queens (Cal. No. 30).

The Secretary presented a resolution of the Local Board of the Newtown District, Borough of Queens, initiating proceedings for acquiring title to Siboutsen street, from Junction avenue to 43d street; and the following report of the Chief Engineer:

Report No. 13471. January 5th, 1914.

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

Sir—Herewith is transmitted a resolution of the Local Board of the Newtown District, Borough of Queens, adopted on April 12th, 1911, initiating proceedings for acquiring title, to a width of 50 feet, to Siboutsen street from Junction avenue to 43d street.

This resolution affects four blocks or about 1,000 feet comprising the entire length of Siboutsen street, which has been laid out upon the City map to have a width of 60 feet. The street is in use at a lesser width through the greater portion of the distance and a number of buildings have been erected upon the abutting property, some of which, it is believed, encroach upon the land needed for the widening.

A territorial map has heretofore been presented for the consideration of the Board which embodied provision for decreasing the width of Siboutsen street to 50 feet. The map was subsequently recalled by the Borough President, however, and no change has since been proposed in the street alignment, and all subsequent maps upon which it appears have ratified the original treatment. An opening proceeding can therefore be instituted only for acquiring all of the land included within the present mapped lines.

I would recommend that the resolution be referred back to the Borough President without approval, and with the suggestion that it either be amended by omitting the restriction as to the width to which it is intended to relate, or that the matter be withheld until a map has been approved under which a definite layout will be provided for the street which it is desired to improve.

Respectfully, NELSON P. LEWIS, Chief Engineer.

On motion the matter was referred back to the President of the Borough of Queens.

Acquiring Title to a Sewer Easement in Land Near the Foot of Clark Avenue, Borough of Queens (Cal. No. 31).

The Secretary presented the following:

The City of New York, Office of the President of the Borough of Queens, Long Island City, February 28, 1914.

Mr. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment:*

Dear Sir—Referring further to communication of President Connolly, dated February 17, 1914, in the matter of sewer in Maspeth avenue, from Newtown Creek to Rust street, etc., I enclose herewith copy of letter dated February 26, 1914, received by the President from the Law Department, in reference to the deed of the Palmer Waterfront Land and Improvement Company. In this letter it is stated in conclusion that "the Board of Estimate and Apportionment may adopt a resolution accepting this deed, provided the resolution of acceptance recites that the acceptance shall not be considered as an admission that said company has title to any portion of the land within the lines of Maspeth or Calamus Creek."

I also enclose the deed of the Palmer Waterfront Land and Improvement Company. Kindly acknowledge receipt.

Kindly have this matter submitted to the Board of Estimate and Apportionment at the earliest possible time.

Respectfully, HUGH HALL, Secretary to President.

(Copy.)

City of New York, Law Department, Office of the Corporation Counsel, New York, February 26, 1914.

Hon. MAURICE E. CONNOLLY, *President, Borough of Queens:*

Sir—I am in receipt of a letter, dated February 13, 1914, addressed to Assistant Corporation Counsel Joel J. Squier by James A. Dayton, Commissioner of Public Works, transmitting deed from Palmer Waterfront Land and Improvement Company to The City of New York of an easement to maintain sewer pipes through certain lands between Creek street and Rust street, near Esser street, in the 2d Ward, Borough of Queens, and asking that the matter receive immediate consideration.

In reply, I beg to advise you that an examination of the title discloses the fact that almost all the land affected was or is land in the bed of Maspeth or Calamus Creek, which at this point was a navigable stream. There is no record of any grant from the State or any Act authorizing the Palmer Waterfront Land and Improvement Company or its predecessors in title to fill in or close up said creek.

An attempted cession of the bed of said creek within the lines of Rust street was rejected on the ground that the record title to the land within the lines of said creek was not in this company.

However, I am of the opinion that the Board of Estimate and Apportionment may adopt a resolution accepting this deed, provided the resolution of acceptance recites that the acceptance shall not be considered as an admission that said company has title to any portion of the land within the lines of Maspeth or Calamus Creek.

Enclosed please find deed of the Palmer Waterfront Land and Improvement Company. Very respectfully,

LOUIS H. HAHLO, Acting Corporation Counsel.

This Indenture, made this 9th day of February in the year One Thousand Nine Hundred and Fourteen, between the Palmer Waterfront Land and Improvement Company, a corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 80 Beekman street, in the Borough of Manhattan, City and State of New York, party of the first part, and The City of New York, a municipal corporation, party of the second part.

Whereas, The party of the first part is the owner in fee of a tract of land in the Borough of Queens, City of New York, which land is hereinafter more particularly described; and

Whereas, The party of the second part has proposed to lay out and construct a sewer system, a portion of which sewer system is to extend through the property of the party of the first part, above referred to;

Now, This Indenture Witnesseth: The party of the first part in consideration of the sum of One Dollar, lawful money of the United States, to it paid by the party of the second part, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby grant and convey to the party of the second part and its successors forever the full and free right and easements to lay, construct, repair and maintain sewer pipes and all necessary accessories thereto, in, through and over, together with the right to enter upon, all those certain pieces, plots or parcels of land situate, lying and being in the Second Ward, Borough of Queens, City and State of New York, more particularly bounded and described as follows:

Parcel 1—Being a parcel of land lying in the bed of Maspeth Creek, bounded upon the north by the southerly line of Rust street, upon the east by the centre line of Maspeth Creek, upon the south by the right of way of the Long Island Railroad Company, and upon the west by the westerly line of said easement, said easement line dividing the property hereby described from the right of way of the L. I. R. R. and other property of the party of the first part.

Parcel 2—That piece of land lying in the bed of Maspeth Creek and adjacent

thereto, being bounded on the north by the right of way of the Long Island Railroad Company, on the east by the centre line of Maspeth Creek, on the south by the northerly line of Creek street, and on the west by the right of way of the Long Island Railroad, and by the westerly line of the sewer easement hereinbefore referred to, dividing the parcel hereby described from other property of the party of the first part.

The aforesaid parcels are shown on a blue print attached hereto and made a part hereof.

To have and to hold said easements and rights to the said party of the second part and its successors so long as it may be necessary to use the same for sewer purposes.

In witness whereof the said party of the first part has caused these presents to be signed by its President, and has caused its corporate seal to be hereunto affixed the day and year first above written.

THE PALMER WATERFRONT LAND AND IMPROVEMENT CO.,
(Seal.) LOWELL M. PALMER, President.
Attest: A. WARD BRIGHAM, Secretary.

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

On the 9th day of February, in the year 1914, before me personally came Lowell M. Palmer, to me known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, City of New York: that he is the President of the Palmer Waterfront Land and Improvement Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Seal.) RAYMOND ROGERS, Notary Public, New York County, No. 3357; Certificate filed in Kings County.

(Here follows blue-print.)

Report No. 13619. March 10th, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on March 7th, 1912, a map was approved showing a parcel of land near the foot of Clark avenue in the Borough of Queens, in which it was proposed to acquire an easement for an outlet sewer, and at this time a resolution was adopted authorizing the Comptroller to purchase the property by direct agreement with the owners and with the understanding that the expense incurred would be incorporated in the assessment for the sewers when constructed.

At the meeting of November 20th, 1913, the Board was informally advised that the Comptroller had not been able to agree upon satisfactory terms for the purchase, and at the request of the Borough President a resolution was then adopted authorizing the acquisition of the property by condemnation.

With the accompanying communication from the Secretary to the President of the Borough, there is presented a deed from the Palmer Waterfront Land and Improvement Company granting an easement for sewer purposes in all of the property in private ownership included in the proceeding as originally instituted, as well as in an additional area which will be traversed by the sewer, title to the greater portion of which latter area, however, is believed to be in the City. With this communication there is presented one from the Corporation Counsel addressed to the Borough President and dated February 26th, 1914, advising that the deed now submitted may properly be accepted by the Board of Estimate and Apportionment with the provision, however, that the resolution of acceptance be drawn in such a way as to avoid an admission of ownership by the Palmer Waterfront Land and Improvement Company of the greater portion of the area, the ownership of which is believed to be in the City of New York, as is also that of the remaining area to be occupied by the sewer.

I would recommend that the resolution of March 7th, 1912, under which the Corporation Counsel was authorized to negotiate for the purchase of this property, and the one of November 20th, 1913, under which opening proceedings were instituted, be rescinded, and that resolutions be now adopted approving the amended land map and accepting the easements offered by the Palmer Waterfront Land and Improvement Company, the latter resolution to be so drawn as not to admit ownership by the Company of land under water within the lines of Maspeth Creek.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby rescinds the resolution adopted by the said Board on March 7, 1912, authorizing the Comptroller to negotiate for the purchase, by direct agreement, of an easement for sewer purposes in real property near the foot of Clark avenue, Borough of Queens, adjoining the Montauk Division of the Long Island Railroad on each side.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby rescinds the resolution adopted by the said Board on November 20, 1913, authorizing the Corporation Counsel to apply to the Supreme Court for the appointment of Commissioners of Estimate, and to take the necessary proceedings in the name of The City of New York, to acquire title to an easement, for sewer purposes, in two parcels of land at the foot of Clark avenue, Borough of Queens, adjoining the Montauk Division of the Long Island Railroad on each side.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby approves the map showing four parcels of land adjacent to the Montauk Division of the Long Island Railroad at Clark avenue, 2d Ward, Borough of Queens, for which sewer easements are to be acquired; said map being dated March 10, 1914, and bearing the signature of the Acting President of the Borough.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following was offered:

Whereas, by a deed dated February 9, 1914, The Palmer Waterfront Land and Improvement Company has ceded to The City of New York the full and free right and easements to lay, construct, repair and maintain sewer pipes and all accessories thereto, in, through and over, together with the right to enter upon, all those certain pieces, plots or parcels of land situate, lying and being in the Second Ward, Borough of Queens, City and State of New York, more particularly bounded and described as follows:

Parcel 1—Being a parcel of land lying in the bed of Maspeth Creek, bounded upon the north by the southerly line of Rust street, upon the east by the centre line of Maspeth Creek, upon the south by the right of way of the Long Island Ralroad Company, and upon the west by the westerly line of said easement, said easement line dividing property hereby described from the right of way of the L. I. R. R., and other property of the party of the first part (The Palmer Waterfront Land and Improvement Company).

Parcel 2—That piece of land lying in the bed of Maspeth Creek and adjacent thereto, being bounded on the north by the right of way of the Long Island Railroad Company, on the east by the centre line of Maspeth Creek, on the south by the northerly line of Creek street, and on the west by the right of way of the Long Island Railroad and by the westerly line of the sewer easement hereinbefore referred to, dividing the parcel hereby described from other property of the party of the first part (The Palmer Waterfront Land and Improvement Company).

Resolved, That the Corporation Counsel be and he hereby is authorized to accept the foregoing deed from the Palmer Waterfront Land and Improvement Company, and to have the same recorded in the office of the County Clerk of Queens County and subsequently filed with the Comptroller of The City of New York.

Resolved, That the acceptance of this deed from the Palmer Waterfront Land and Improvement Company shall not be construed as an admission that said Company has title to any portion of the land within the lines of Maspeth or Calamus Creek.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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Amending the Proceeding for Acquiring Title to Ridgewood Avenue from the Brooklyn Borough Line to Van Wyck Avenue, Borough of Queens (Cal. No. 32).

The Secretary presented the following report of the Committee on Assessments:

Board of Estimate and Apportionment, City of New York, February 18, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—There has been pending before the Board of Estimate and Apportionment for some time an amendment of proceedings for the acquisition of title to Ridgewood avenue, from the Brooklyn Borough line to Van Wyck avenue, by extending the easterly limit of the proceeding to Jamaica avenue. This matter was referred to a committee consisting of the President of the Borough of Manhattan, the President of the Borough of Brooklyn and the President of the Borough of Queens, and on January 30 last in the reassignment of various matters then pending before special committees this matter was referred to the Committee on Assessments. The situation is, briefly, this:

On December 17, 1909, the Board of Estimate and Apportionment instituted proceedings for acquiring title to Ridgewood avenue, from the Brooklyn Borough line to Van Wyck avenue. On November 18, 1910, a map was approved changing the lines of the street between Maure avenue and Van Wyck avenue and extending it to Jamaica avenue at a point opposite Hoffman boulevard. The Commissioners of Estimate and Assessment in the opening proceeding had not been appointed at the time of the change in the map, and at the meeting of the Board held on December 15, 1910, the Chief Engineer of the Board submitted a report calling attention to the change in the street lines and recommending an amendment of the opening proceeding to make it apply to the entire length of the street. The Board fixed January 26, 1911, as the date for a hearing on the proposed amendment and the modified area of assessment to correspond. At this hearing a number of property owners appeared before the Board and urged that the expense of the acquisition of this street be borne in large part either by the City or by two or more Boroughs, and that only a small percentage of the cost be assessed locally. It was urged that this street has a width of 80 feet and that, owing to its direct connection with a street of the same name in the Borough of Brooklyn, and to the further fact that it traverses the entire westerly portion of the Borough of Queens, or a distance of some three miles, it should not be considered as a local street but as one in the expense of providing which the entire city or a large portion thereof should share. As a result of this protest the matter was referred to a special committee, which committee gave public hearings at which an opportunity was afforded for the presentation of arguments in favor of such action. On August 31, 1911, the matter was again placed on the calendar at the request of the Secretary of the Borough of Queens, and after appearing on several subsequent calendars it was on October 5, 1911, referred to the committee first above named and subsequently to the Committee on Assessments, as already stated.

Your Committee has given this matter careful consideration, and is unable to see why a street having a width of 80 feet should be treated as though it were an improvement of general benefit to the City, even though it happens to be three miles long and connects directly with a street of the same name in another Borough. The area of assessment upon which the hearing has already been given extends from 600 to 900 feet on each side of Ridgewood avenue, including in some cases two and one-half short blocks, in other cases more than one long block, and in still other cases 600 feet of blocks that exceed the normal length. For a considerable portion of the distance Ridgewood avenue includes disconnected streets of a lesser width, and in the widening of these streets quite a large number of buildings will be damaged, and your Committee considers it unfortunate that this proceeding should have dragged along for over four years, during which time it is quite probable that other buildings have been erected and the expense of the acquisition of title thereby increased. It is possible that the limits of the area of assessment might probably be somewhat extended, but we are unable to advise such action until we can form some idea of the cost of the proceeding, and this will not be possible until the preliminary damages and awards shall have been determined. The Board, however, has power at any time to extend the area of assessment if it is found advisable to do so. A redetermination as to the distribution of expense could only be made under the provisions of the Gerhardt bill and, as already stated, we see no reason why this should be done or why the street is of other than local benefit.

We would therefore recommend that the proceeding be amended in the manner proposed at the time the hearing was given on January 26, 1911. On that date the hearing was closed, and we believe that the Board can amend the proceeding and adopt a proposed modified area of assessment without another hearing, unless it is believed that, owing to the fact that three years have elapsed, it is considered wise to give such further hearing.

Respectfully submitted, DOUGLAS MATHEWSON, President of the Borough of The Bronx; WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, Mayor.

Mr. Francis H. Lewis, Mr. Henry C. Atwood, Mr. John Adikes, and Mr. E. W. Murphy appeared in opposition to the recommendations of the Committee on Assessments.

On motion of the President of the Borough of The Bronx the matter was referred back to the Committee on Assessments for conference with the President of the Borough of Queens.

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Supplementary Rule and Damage Maps in the Proceeding for Acquiring Title to New Utrecht Avenue, from 9th Avenue to 81st Street; to 36th Street, from 5th Avenue to 7th Avenue; to 37th Street, from 7th Avenue to 9th Avenue; to 7th Avenue, from 36th Street to 37th Street; to 8th Avenue, from 37th Street to 39th Street; to 10th Avenue, from 37th Street to 38th Street; Together with the Public Place Bounded by 42d Street, 10th Avenue and New Utrecht Avenue; the Public Place Bounded by Fort Hamilton Avenue, New Utrecht Avenue and 45th Street, and the Public Place Bounded by 46th Street, 11th Avenue and New Utrecht Avenue, Borough of Brooklyn (Cal. No. 33).

The Secretary presented the following report of the Chief Engineer:

Report No. 13605. March 7th, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on January 30th, 1914, through the further amendment of a resolution adopted on December 17th, 1909, and amended on February 9th, 1911, a proceeding was instituted for acquiring title to the following streets in the Borough of Brooklyn: New Utrecht avenue, from 9th avenue, to 81st street; 36th street, from 5th avenue to 7th avenue; 37th street, from 7th avenue to 9th avenue; 7th avenue, from 36th street to 37th street; 8th avenue, from 37th street to 39th street; 10th avenue, from 37th street to 38th street; together with the Public Place bounded by 42nd street, 10th avenue and New Utrecht avenue; the Public Place bounded by Ft. Hamilton avenue, New Utrecht avenue and 45th street; and the Public Place bounded by 46th street, 11th avenue and New Utrecht avenue.

The Commissioners of Estimate and Assessment in this proceeding filed their oaths on November 15th, 1910.

With a communication bearing date of December 13th, 1913, which is herewith transmitted, the President of the Borough has presented for consideration the supplementary rule map and damage map. These maps conform with the new plan for New Utrecht avenue and indicate that the net area to be acquired within the lines of this street is decreased by 8,497.76 square feet, making the total net area affected by the proceeding, as amended, amount to 1,176,716.54 square feet. There is no change in the number of buildings affected, this, as heretofore reported, aggregating a total of 46.

I would recommend that the maps be approved, and that after certification they be forwarded to the Corporation Counsel.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby approves the supplementary rule map and damage map, submitted by the President of the Borough of Brooklyn, to be used by the Corporation Counsel in the proceeding for acquiring title to New Utrecht avenue, from 9th avenue to 81st street;

36th street, from 5th avenue to 7th avenue; 37th street, from 7th avenue to 9th avenue; 7th avenue, from 36th street to 37th street; 8th avenue, from 37th street to 39th street; 10th avenue, from 37th street to 38th street; and to the public place bounded by 42d street, 10th avenue and New Utrecht avenue; public place bounded by Fort Hamilton avenue, New Utrecht avenue and 45th street; and public place bounded by 46th street, 11th avenue and New Utrecht avenue, Borough of Brooklyn, as the foregoing streets are now laid out upon the map or plan of The City of New York; which proceeding was instituted by the said Board on December 17, 1909, and amended on February 9, 1911; and further amended on January 30, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Supplementary Rule Map in the Proceeding for Acquiring Title to Greystone Avenue, from Riverdale Avenue to West 242d Street; to Waldo Avenue, from Greystone Avenue to West 242d Street; to West 236th Street, from Albany Road to Riverdale Avenue, Excluding the Right of Way of the New York and Putnam Railroad; and to West 238th Street, from Kingsbridge Avenue to Riverdale Avenue, Borough of The Bronx (Cal. No. 34).

The Secretary presented the following report of the Chief Engineer:

Report No. 13494. January 12, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of December 27, 1913, presenting for consideration the supplementary rule map prepared for the court record and for the use of the Commissioners of Estimate and Assessment appointed in the proceeding for acquiring title to the following streets: Greystone avenue, from Riverdale avenue to West 242nd street; Waldo avenue, from Greystone avenue to West 242nd street; West 236th street from Albany road to Riverdale avenue, excluding the right of way of the New York and Putnam Railroad; West 238th street, from Kingsbridge avenue to Riverdale avenue.

This proceeding was instituted by the Board of Estimate and Apportionment on July 6th, 1911, and was amended on October 23rd, 1913, to conform with a slight change made in the lines of Waldo avenue at its intersection with West 242nd street. The rule and damage maps in the proceeding as originally authorized were approved on May 2nd, 1912, and the Commissioners of Estimate and Assessment filed their oaths on July 26th, following.

The map now presented conforms with the requirements of the proceeding as amended, and indicates that the net area to be acquired has been increased by 92 square feet. There are no additional encroachments.

I would recommend the approval of the map, and that after certification it be forwarded to the Corporation Counsel

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby approves the supplementary rule map, submitted by the President of the Borough of The Bronx, to be used by the Corporation Counsel in the proceeding for acquiring title to West 238th street, from Kingsbridge Avenue to Riverdale avenue: West 236th 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 242d street, and Greystone avenue from Riverdale avenue to West 242d street, Borough of The Bronx as the foregoing streets are now laid out on the map or plan of The City of New York, which proceeding was instituted by the said Board on July 6, 1911, and amended on October 23, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Modifying the Drainage Plan for Sewerage District No. 10-FP, Borough of Manhattan (Cal. No. 35).

The Secretary presented a communication from the Secretary to the President of the Borough of Manhattan, transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13563. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Manhattan, bearing date of August 26, 1913, requesting the approval of a modification in the drainage plan for Sewerage District No. 10FP.

This plan provides for enlarging the size of the sewer in East 117th street, between Lexington avenue and 3rd avenue, and in 3rd avenue, between East 117th street and East 118th street. Information is presented to show that the existing sewer is of inadequate capacity to promptly remove storm water, and that the carrying out of the new plan is intended to remove the occasion for complaints heretofore made by the abutting property owners. As a result of connecting the 3rd avenue sewer into the East 118th street outlet sewer at invert grade, the sewer in the former street, as well as in East 117th street, will be surcharged during times of maximum runoff. In order to relieve the City from responsibility for damage claims which might result from this treatment, a note has been placed upon the plan calling attention to the conditions under which it has been prepared.

I see no reason why the plan should not be approved, and would recommend such action

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the modified drainage plan showing location, sizes and grades of sewers in Sewerage District No. 10-FP, Borough of Manhattan, being the design for sewers in 117th street between Lexington avenue and 3d avenue, and in 3d avenue between 117th street and 118th street, bearing the signature of the President of the Borough and dated August 18th, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13

Modifying the Drainage Plan for Sewer District No. 43-J-1, Borough of The Bronx (Cal. No. 36).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx, transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13610. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of September 11, 1913, requesting the approval of a modification in the drainage plan for Sewerage District No. 43-J-1.

This plan relates to the territory bounded approximately by Colden avenue, Burke avenue, Boston road, Hone avenue and Allerton avenue. As heretofore designed the sewer in Boston road was to be centrally located within the street lines. This street has a width of 100 feet, and is to be occupied by a surface railroad. In view of its width and the railroad use of the street, it is now planned to provide a separate line of sewers on each side of the street excepting in sections where the abutting property can be drained through sewers in adjoining streets. This change has necessitated a slight revision in the treatment of some of the tributary laterals.

I see no reason why the plan should not be approved, and would recommend such action.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York, hereby approves the modified drainage plan, showing location, sizes and grades of sewers in Sewerage District No. 43-J-1, being a design for sewers in Boston road between Colden avenue and Burke avenue; in Paulding avenue, between Allerton avenue and Burke avenue; in Hone avenue, between Arnow avenue and Burke avenue; in Lurting street, between Burke avenue and a point about 150 feet south of Boston road; in Arnow avenue, between Colden avenue and Paulding avenue, and in Adee avenue, between Paulding avenue and Hone avenue, Borough of The Bronx, bearing the signature of the President of the Borough and dated September 9, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Modifying the Drainage Plan for Sewerage District No. 43-J-2, Borough of The Bronx (Cal. No. 37).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx, transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13612. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of May 19, 1913, requesting the approval of a modification in the drainage plan for Sewerage District No. 43-J-2.

This plan relates to the territory bounded approximately by Boston road, Mace avenue, Cruger avenue, Burke avenue and Radcliffe avenue, comprising an area of about 80 acres. It provides for intercepting the lateral sewers in the section south of Arnow avenue by a trunk sewer following the line of this street and Cruger avenue, thereby making it practicable to drain this territory prior to the date when sewers are constructed in the adjoining section on the north. I am informed that the change is desired by the owners of large areas south of Arnow avenue in order that sewer construction in this territory may be expedited.

The change will necessitate a detour in the line of flow as compared with that shown upon the original plan, but under the conditions noted, I believe that the plan may properly be approved, and such action is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby approves the modified drainage plan showing location, sizes and grades of sewers in Sewerage District No. 43-J-2, being a design for sewers in the territory bounded approximately by Boston road, Mace avenue, Cruger avenue, Burke avenue and Radcliff avenue, Borough of The Bronx, bearing the signature of the President of the Borough and dated May 16, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Modifying the Drainage Plan of Sewer Districts No. 33-F-5 and 34-K, Borough of The Bronx (Cal. No. 38).

The Secretary presented a communication from the Commissioner of Public Works of the Borough of The Bronx transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13611. March 9, 1914.

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

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of September 11, 1913, requesting the approval of a modification in the drainage plan for Sewerage Districts No. 33-F-5 and 34-K.

This plan relates to the sewer in Trinity avenue, between East 147th street and East 149th street, and in East 149th street, between Trinity avenue and Wales avenue. The Commissioner advises that the proposed increase in capacity in the Trinity avenue sewer is necessitated by reason of the enlargement of the tributary drainage area resulting from the relocation of the Port Morris Branch Railroad, and that for this reason the cost of the reconstruction work required to carry out that portion of the plan relating to this street should be assumed by the City.

From such information as is available in this office, it would appear that the sewer has only been built through a portion of the block, and that the extension proposed by the plan will not only serve to provide for park drainage, but also for the drainage of abutting property on the opposite side of the street.

In 1906 a plan was adopted for the reconstruction of the sewer in East 149th street, but the work has not yet been carried out. It is now proposed to substantially modify the plan and to provide for relief to the west instead of to the east, thereby making it practicable to retain the sewer as heretofore built in the two blocks between Trinity avenue and Concord avenue, and to substitute a smaller size in the block between Concord avenue and Wales avenue than was shown upon the previous plan.

I see no reason why the map should not be approved, and would recommend such action, but with the distinct understanding that the cost of constructing the Trinity avenue sewer will be made a matter of local assessment to such extent as it affords benefit to the abutting property in private ownership.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York, hereby approves the modified drainage plan showing location, sizes and grades of sewers in Sewerage Districts Nos. 33F-5 and 34-K, being the design for sewers in Trinity avenue between East 147th street and Pontiac place, and in East 149th street, between Trinity avenue and Wales avenue, Borough of The Bronx, bearing the signature of the President of the Borough, and dated September 9, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Modifying the Drainage Plan for Sewerage District No. 21, Boroughs of Brooklyn and Queens (Cal. No. 39).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13606. March 7, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens bearing date of February 24, 1914, requesting the approval of a modification in the drainage plan for Sewerage District No. 21.

This plan relates to the sewer in Hancock street between Irving avenue, in the Borough of Brooklyn, and Wyckoff avenue, in the Borough of Queens. As heretofore designed, it was proposed to locate a sewer summit at the Borough line, which crosses this block, thereby permitting of independent control on the part of each borough of so much of the sewer as fell within its limits. Information is now presented to show that the owners of the property in the section south of the Evergreen branch of the Long Island Railroad, this including an area partly within the limits of the Borough of Queens and partly within the limits of the Borough of Brooklyn, propose to build this portion of the sewer under private contract. It is evident that the carrying out of the improvement in this way will remove any occasion for special treatment in order to recognize the independent jurisdiction which would otherwise obtain, and that the proposed revision in plan by locating the summit at the railroad will admit of decreasing the expense involved owing to the omission of the sewer across the railroad right-of-way.

I see no reason why the plan should not be adopted, and would recommend such action. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby approves the modified drainage plan for Sewerage District No. 21, Boroughs of Brooklyn and Queens, being a design for a sewer in Hancock street between Wyckoff avenue and Irving avenue, bearing the signatures of the Presidents of the said Boroughs, and dated January 22, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the

Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Modifying the Drainage Plan for Sewerage District No. 21, Borough of Queens (Cal. No. 40).

The Secretary presented a communication from the Secretary to the President of the Borough of Queens transmitting the modified drainage plan; and the following report of the Chief Engineer:

Report No. 13603. March 6, 1914.

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

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens bearing date of December 3, 1913, requesting approval of a change in the drainage plan for Sewerage District No. 21.

This plan relates to the sewer in Putnam avenue, from a point distant about 200 feet east of Buchman avenue to a point distant about 100 feet west of Buchman avenue, and in Buchman avenue, from Putnam avenue to a point about 50 feet southerly therefrom, here providing for connecting the Putnam avenue sewer between the limits named into the Buchman avenue sewer instead of into the Forest avenue outlet, as was originally proposed. Information is presented by the Secretary to show that the plan is intended to legalize a sewer already built under private contract.

On May 15, 1913, the construction of the outlet sewer originally proposed in Putnam avenue was authorized by the Board, which sewer was planned to have a capacity large enough to admit the drainage from the section which it is now proposed to divert into Buchman avenue. It is evident that the approval of this plan would relieve the owners of the frontage in the latter section from liability for an assessment for the improvement which has been carried out with the distinct understanding that it was partly for their benefit, while on the other hand it would appear that they would escape assessment for the tributary trunks into which the built sewer has been connected.

Under these conditions it would seem inadvisable to adopt the plan until after the assessment for the Putnam avenue sewer has been confirmed.

I would therefore recommend that the plan be referred back to the Borough President without approval, but with the understanding that it might be again presented as soon as the assessments had been confirmed for the drainage district of which it forms a part.

Respectfully, NELSON P. LEWIS, Chief Engineer.

On motion the matter was referred back to the President of the Borough of Queens, for further consideration.

President Condition of Street Improvement Fund (Cal. No. 41).

(At the meetings of the Board on February 20, 27 and March 6, 1914, this matter was laid over for one week. On March 10, 1914, the matter was considered at a conference of the Board.)

The report of the Comptroller on the matter, presented at the meeting of the Board on February 20, 1914, was ordered filed.

LOCAL IMPROVEMENTS—BOROUGH OF BROOKLYN.

(Final Authorization.)

The Secretary presented the following report of the Chief Engineer, relating to Cal. Nos. 42 to 52:

Report No. 13500. January 13, 1914.

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

Sir—Herewith are transmitted communications from the President of the Borough of Brooklyn, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with.

1. Regrading, curbing, and flagging where necessary, Lott avenue from Bristol street to Rockaway avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 4, 1913, at which time information was presented to show that its probable cost would be about $1,200. The Borough President states that the time to be allowed for the completion of the improvement is 25 days, and that the expense incurred for the preliminary work amounts to $36.77.

The work to be done comprises the following: 360 cubic yards filling, 930 linear feet cement curbing, 4,000 square feet cement sidewalk. The cost of the improvement is now estimated to be $1,400.

2. Grading, curbing and flagging Logan street from New Lots avenue to Vienna avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on November 6, 1913, at which time information was presented to show that its probable cost would be about $7,100. The Borough President states that the time to be allowed for the completion of the improvement is 100 days, and that the expense incurred for the preliminary work amounts to $75.68.

The work to be done comprises the following: 12,000 cubic yards filling, 2,830 linear feet cement curbing, 13,420 square feet cement sidewalk. The cost of the improvement is now estimated to be $10,900.

3. Grading, curbing, flagging, and paving with granite block (permanent pavement) Newton street from Manhattan avenue to a point about 80 feet west of Graham avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on November 6, 1913, at which time information was presented to show that its probable cost would be about $5,300. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $30.09.

The work to be done comprises the following: 780 cubic yards excavation, 540 linear feet curbing, 2,480 square feet cement sidewalk, 833 square yards granite block pavement. The cost of the improvement is now estimated to be $4,900.

4. Sewer in 15th avenue from 38th street northwardly to the right-of-way of the Brooklyn Rapid Transit Railroad.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on November 20, 1913, at which time information was presented to show that its probable cost would be about $800. The Borough President states that the time to be allowed for the completion of the improvement is 20 days, and that the expense incurred for the preliminary work amounts to $29.74.

The work to be done comprises the following: 172 linear feet 12-inch pipe sewer, 2 manholes. The cost of the improvement is now estimated to be $700.

5. Sewers in the following streets: 61st street, from 16th avenue to 17th avenue; 62d street, from 15th avenue to 16th avenue; 63d street, from 15th avenue to 17th avenue; 66th street, from 15th avenue to 16th avenue; 67th street, from New Utrecht avenue to 16th avenue; 16th avenue, from 60th street to 66th street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on May 15, 1913, at which time information was presented to show that its probable cost would be about $25,000. The Borough President states that the time to be allowed for the completion of the improvement is 120 days, and that the expense incurred for the preliminary work amounts to $519.90.

The work to be done comprises the following: 542 linear feet 30-inch brick sewer, 260 linear feet 24-inch pipe sewer, 260 linear feet 18-inch pipe sewer, 471 linear feet 15-inch pipe sewer, 4,815 linear feet 12-inch pipe sewer, 54 manholes, 19 receiving basins. The cost of the imrovement is now estimated to be $30,000.

6. Paving with asphalt (preliminary pavement) Union street from Utica avenue to Rochester avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 31, 1913, at which time information was presented to show that its probable cost would be about $5,000. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $7.32.

The work to be done comprises the laying of 2,400 square yards of asphalt pavement.

The cost of the improvement is now estimated to be $4,700.

7. Paving with asphalt (permanent pavement) East 14th street from Avenue O to Kings highway.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 31, 1913, at which time information was presented to show that its probable cost would be about $11,200. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $8.64.

The work to be done comprises the laying of 5,450 square yards of asphalt pavement. The cost of the improvement is now estimated to be $12,200.

8. Paving with asphalt (permanent pavement) 6th avenue from 75th street to 79th street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 31, 1913, at which time information was presented to show that its probable cost would be about $13,800. The Borough President states that the time allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $8.56.

The work to be done comprises the laying of 5,210 square yards of asphalt pavement. The cost of the improvement is now estimated to be $11,600.

9. Sewer in Crown street from Bedford avenue to Rogers avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 4, 1913, at which time information was presented to show that its probable cost would be about $2,500. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $34.78.

The work to be done comprises the following: 88 linear feet 15-inch pipe sewer, 741 linear feet 12-inch pipe sewer, 7 manholes. The cost of the improvement is now estimated to be $3,400.

10. Sewers in the following streets: Surf avenue, from West 19th street to West 27th street; West 20th street, from Surf avenue to Mermaid avenue; West 21st street, from Surf avenue to Mermaid avenue; West 23d street, from Surf avenue to a point in the Atlantic Ocean, about 1,000 feet south of Surf avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on May 29, 1913, at which time information was presented to show that its probable cost would be about $65,000. The Borough President states that the time to be allowed for the completion of the improvement is 250 days, and that the expense incurred for the preliminary work amounts to $570.

The work to be done comprises the following: 800 linear feet 42-inch cast iron pipe sewer, 575 linear feet 42-inch brick sewer, 338 linear feet 36-inch brick sewer, 583 linear feet 30-inch brick sewer, 1,512 linear feet 24-inch pipe sewer, 1,217 linear feet 20-inch pipe sewer, 602 linear feet 18-inch pipe sewer, 664 linear feet 12-inch pipe sewer, 4,860 linear feet 8-inch pipe sewer, 74 manholes, 11 receiving basins. The cost of the improvement is now estimated to be $130,000.

11. Sewers in the following streets: 65th street, south side, from 18th avenue to 19th avenue; 19th avenue, from 65th street to 67th street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on November 20, 1913, at which time information was presented to show that its probable cost would be about $3,800. The Borough President states that the time to be allowed for the completion of the improvement is 50 days, and that the expense incurred for the preliminary work amounts to $73.10.

The work to be done comprises the following: 257 linear feet 18-inch pipe sewer, 258 linear feet 15-inch pipe sewer, 748 linear feet 12-inch pipe sewer, 9 manholes, 1 receiving basin. The cost of the improvement is now estimated to be $4,000.

I see no reason why the construction work required to carry out these improvements should not be authorized and would recommend such action.

I would also recommend that title be vested in the City on March 2, 1914, to the following streets: 62d street, from 15th avenue to 16th avenue; 66th street, from 15th avenue to 16th avenue.

Respectfully, NELSON P. LEWIS, Chief Engineer.

Regrading, Curbing and Flagging Lott Avenue, from Bristol Street to Rockaway Avenue, Brooklyn (Cal. No. 42).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by the said Board on the 27th day of February, 1913, and approved by the President of the Borough of Brooklyn on the 14th day of March, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby amends resolution of July 10, 1912, initiating proceedings to regulate, grade, set cement curb and lay cement sidewalks on Lott avenue, from Bristol street to Rockaway avenue, by substituting the words 'regrading where necessary' for the word 'grading,' so as to make the amended resolution read as follows:

"'To regulate, regrade where necessary, set cement curb and lay cement sidewalks, where not already done on Lott avenue, from Bristol street to Rockaway avenue.'"

—and thereupon, on the 4th day of December, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $71,850, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvment.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Regulating and Grading Logan Street, from New Lots Avenue to Vienna Avenue, Brooklyn (Cal. No. 43).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 17th day of August, 1910, and approved by the President of the Borough of Brooklyn on the 23d day of January, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to grade, set cement curb and lay cement sidewalks on Logan street from New Lots avenue to Vienna avenue, where not already done."

—and thereupon, on the 6th day of November, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of

Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $10,900; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $22,000, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvment.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Regulating, Grading and Paving Newton Street from Manhattan Avenue to a Point About 80 Feet West of Graham Avenue, Brooklyn (Cal. No. 44).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Williamsburg District, duly adopted by said Board on the 27th day of June, 1912, and approved by the President of the Borough of Brooklyn on the 14th day of March, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Williamsburg District hereby amends resolution of November 26th, 1906, initiating proceedings to regulate, grade, set curb on concrete, lay cement sidewalks and pave with granite on concrete foundation, Newton street from Manhattan avenue to a point 80 feet, more or less, west of Graham avenue, by providing for a permanent granite pavement, so as to make the amended resolution read as follows:

"'To regulate, grade, set curb on concrete, lay cement sidewalks and lay a permanent granite pavement on Newton street from Manhattan avenue to a point 80 feet, more or less, west of Graham avenue.'"

—and thereupon, on the 6th day of November, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $4,900; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $44,150, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvment.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewer in 15th Avenue From 38th Street Northwardly to the Right of Way of the Brooklyn Rapid Transit Railroad, Brooklyn (Cal. No. 45).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 8th day of October, 1913, and approved by the President of the Borough of Brooklyn on the 18th day of October, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in 15th avenue from 38th street northerly to the right of way of the Brooklyn Rapid Transit Railroad."

—and thereupon, on the 20th day of November, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $700; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $13,530, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvment.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewers in 61st Street, from 16th Avenue to 17th Avenue; 62d Street, from 15th Avenue to 16th Avenue; 63d Street, from 15th Avenue to 17th Avenue; 66th Street, from 15th Avenue to 16th Avenue; 67th Street, from New Utrecht Avenue to 16th Avenue, and 16th Avenue from 60th Street to 66th Street, Brooklyn.

Vesting Title to 62d Street, from 15th Avenue to 16th Avenue, Brooklyn.

Vesting Title to 66th Street, from 15th Avenue to 16th Avenue, Brooklyn (Cal. No. 46).

(At the meeting of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

Whereas, The Board of Estimate and Apportionment on the 6th day of April, 1911, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee, wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending 62d street from 10th avenue to 18th avenue, and from Bay Parkway to West street, excluding the right of way of the Brooklyn, Bath and West End Railroad, and the New York and Sea Beach Railroad; and 24th avenue from 62d street to West street in the Borough of Brooklyn, City of New York; and,

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said streets, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 3d day of February, 1913;

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 990 of the Greater New York Charter, as amended, directs that upon the 2d day of May, 1914, the title in fee to each and every piece or parcel of land lying within the lines of said 62d street from 15th avenue to 16th avenue, in the Borough of Brooklyn, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following was offered:

Whereas, The Board of Estimate and Apportionment on the 18th day of June, 1909, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee, wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending 66th street from 4th avenue to the westerly line of New Utrecht avenue, and from the easterly line of New Utrecht avenue to 22d avenue, excluding the land of the New York and Sea Beach Railroad, in the Borough of Brooklyn, City of New York; and,

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said street, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 3d day of January, 1912.

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of sections 990 of the Greater New York Charter, as amended, directs that upon the 2d day of May, 1914, the title in fee to each and every piece or parcel of land lying within the lines of said 66th street from 15th avenue to 16th avenue, in the Borough of Brooklyn, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by the said Board on the 3d day of April, 1913, and approved by the President of the Borough of Brooklyn on the 8th day of April, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct sewers in 61st street, from 16th avenue to 17th avenue; in 62d street, from 15th avenue to 16th avenue; in 63d street, from 15th avenue to 17th avenue; in 66th street, from 15th avenue to 16th avenue; in 67th street, from New Utrecht avenue to 16th avenue, and in 16th avenue, from 66th street to 60th street."

—and thereupon, on the 15th day of May, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $30,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $732,820 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving Union Street, from Utica Avenue to Rochester Avenue, Brooklyn (Cal. No. 47).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 5th day of December, 1912, and approved by the President of the Borough of Brooklyn on the 28th day of October, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to lay a preliminary asphalt pavement on a 4-inch concrete foundation on Union street, from Utica avenue to Rochester avenue."

—and thereupon, on the 31st day of December, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of he Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $4,700; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $96,050 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving East 14th Street, from Avenue O to Kings Highway, Brooklyn (Cal. No. 48).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 2d day of June, 1913, and approved by the President of the Borough of Brooklyn on the 24th day of June, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a permanent asphalt pavement on East 14th street, from Avenue O to Kings Highway"

—and thereupon, on the 31st day of December, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented

to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $12,200; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $201,400, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving 6th Avenue, from 75th Street to 79th Street, Brooklyn (Cal. No. 49).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Bay Ridge District, duly adopted by said Board on the 14th day of November, 1913, and approved by the President of the Borough of Brooklyn on the 25th day of November, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Bay Ridge District hereby initiates proceedings to lay a permanent asphalt pavement on a six-inch concrete foundation on 6th avenue, from 75th street to 79th street."

—and thereupon, on the 31st day of December, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $370,150, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewer in Crown Street, from Bedford Avenue to Rogers Avenue, Brooklyn (Cal. No. 50).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 8th day of October, 1913, and approved by the President of the Borough of Brooklyn on the 12th day of November, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in Crown street, from Bedford avenue to Rogers avenue."

—and thereupon, on the 4th day of December, 1913, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $3,400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $72,570, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewers in Surf Avenue, from West 19th Street to West 27th Street; West 20th Street, from Surf Avenue to Mermaid Avenue; West 21st Street, from Surf Avenue to Mermaid Avenue, and West 23d Street, from Surf Avenue to a Point in the Atlantic Ocean about 1,000 Feet South of Surf Avenue, Brooklyn (Cal. No. 51).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 27th day of February, 1913, and approved by the President of the Borough of Brooklyn on the 4th day of March, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct sewers in Surf avenue, from West 19th street to West 27th street; in West 20th street, from Surf avenue to Mermaid avenue; in West 21st street, from Surf avenue to Mermaid avenue, and in West 23d street, from Surf avenue to a point in the Atlantic Ocean about 1,000 feet south of Surf avenue."

—and thereupon, on the 29th day of May, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $130,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $788,300, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewers in 65th Street, South Side, from 18th Avenue to 19th Avenue, and 19th Avenue, from 65th Street to 67th Street, Brooklyn (Cal. No. 52).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 8th day of October, 1913, and approved by the President of the Borough of Brooklyn on the 17th day of October, 1913, having been transmitted to the Board of Estimate and Apportionment as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in 65th street, south side, between 18th and 19th avenues and an outlet sewer in 19th avenue, between 65th and 67th streets,"

—and thereupon on the 20th day of November, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing, in such detail as the Board has directed, that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $4,000, and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $179,600, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

LOCAL IMPROVEMENTS—BOROUGH OF THE BRONX.

(Final Authorization.)

The Secretary presented the following report of the Chief Engineer, relating to Calendar Nos. 53 to 55:

Report No. 13501. January 13, 1914.

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

Sir—Herewith are transmitted communications from the President of the Borough of the Bronx, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with.

1. Paving with asphalt (permanent pavement) and curbing where necessary, Concord avenue from East 142d street to East 149th street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 18, 1913, at which time information was presented to show that its probable cost would be about $20,600. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $48.93.

The work to be done comprises the following: 6,780 square yards asphalt pavement, 3,860 linear feet new and old curbing. The cost of the improvement is now estimated to be $20,700.

2. Sewers in the following streets: Storrow street from Benedict avenue to McGraw avenue; McGraw avenue, from Storrow street to Pugsley avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on December 18, 1913, at which time information was presented to show that its probable cost would be about $14,100. The Borough President states that the time to be allowed for the completion of the improvement is 150 days, and that the expense incurred for the preliminary work amounts to $49.19.

The work to be done comprises the following: 220 linear feet 30-inch pipe sewer, 3 linear feet 24-inch pipe sewer, 283 linear feet 20-inch pipe sewer, 260 linear feet 18-inch pipe sewer, 195 linear feet 12-inch pipe sewer, 11 manholes, 2 receiving basins. The cost of the improvement is now estimated to be $11,500.

3. Sewers in the following streets: Storrow street, from the plaza at Westchester avenue to Benedict avenue; Benedict avenue, from Storrow street to Pugsley avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on November 20, 1913, at which time information was presented to show that its probable cost would be about $13,600. The Borough President states that the time to be allowed for the completion of the improvement is 120 days, and that the expense incurred for the preliminary work amounts to $46.36.

The work to be done comprises the following: 122 linear feet 30-inch pipe sewer, 750 linear feet 12-inch pipe sewer, 9 manholes, 2 receiving basins. The cost of the improvement is now estimated to be $9,200.

I see no reason why the construction work required to carry out these improvements should not be authorized and would recommend such action.

Respectfully, NELSON P. LEWIS, Chief Engineer.

Paving and Curbing Concord Avenue, from East 142d Street to East 149th Street, The Bronx (Cal. No. 53.)

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Morrisania District, duly adopted by said Board on the 29th day of September, 1913, and approved by the President of the Borough of The Bronx on the 1st day of October, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For paving with sheet asphalt on a concrete foundation (permanent pavement) the roadway of Concord avenue, from East 142d street to East 149th street, setting curb where necessary, and doing all work incidental thereto, in the Borough of The Bronx, City of New York,"

—and thereupon, on the 18th day of December, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of The Bronx to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of The Bronx had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of The Bronx, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing, in such detail as the Board has directed, that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $20,700, and a statement of the assessed value according

to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $541,150, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewers in Storrow Street, from Benedict Avenue to McGraw Avenue, and McGraw Avenue, from Storrow Street to Pugsley Avenue, The Bronx (Cal. No. 54).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 13th day of January, 1913, and approved by the President of the Borough of The Bronx on the 17th day of January, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For constructing sewers and appurtenances in Storrow street, between Benedict avenue and McGraw avenue, and in McGraw avenue, between Storrow street and Pugsley avenue, in the Borough of The Bronx, City of New York,"

—and thereupon, on the 18th day of December, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of The Bronx to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of The Bronx had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of The Bronx, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing, in such detail as the Board has directed, that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,500, and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $216,540, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Sewers in Storrow Street, from the Plaza at Westchester Avenue to Benedict Avenue, and Benedict Avenue, from Storrow Street to Pugsley Avenue, The Bronx (Cal. No. 55).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 15th day of April, 1912, and approved by the President of the Borough of The Bronx on the 20th day of April, 1912, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For constructing a sewer and appurtenances in Storrow street, between the Plaza at the intersection of Westchester avenue and East 177th street and Benedict avenue, and in Benedict avenue, between Storrow street and Pugsley avenue, together with all work incidental thereto, in the Borough of The Bronx, City of New York."

—and thereupon, on the 20th day of November, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of The Bronx to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of The Bronx had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of The Bronx, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing, in such detail as the Board has directed, that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $9,200, and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $330,200, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

LOCAL IMPROVEMENTS—BOROUGH OF QUEENS.

(Final Authorization.)

The Secretary presented the following report of the Chief Engineer, relating to Cal. Nos. 56 to 61:

Report No. 13502. January 13, 1914.

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

Sir—Herewith are transmitted communications from the President of the Borough of Queens, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with.

1. Grading, curbing and flagging where necessary, Hughes street from Fresh Pond Road to Fremont street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on August 28, 1913, at which time information was presented to show that its probable cost would be about $4,800. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $148.20.

The work to be done comprises the following: 300 cubic yards excavation, 100 cubic yards filling (excess), 2,000 linear feet cement curbing, 9,500 square feet cement sidewalk. The cost of the improvement is now estimated to be $4,000.

2. Grading, curbing and flagging, Anable avenue from Van Dam street to New Calvary Cemetery.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on April 17, 1913, at which time information was presented to show that its probable cost would be about $30,200. The Borough President states that the time to be allowed for the completion of the improvement is 150 days, and that the expense incurred for the preliminary work amounts to $143.02.

The work to be done comprises the following: 7,700 cubic yards earth and rock excavation, 16,000 cubic yards filling (excess), 1,200 linear feet bluestone curbing, 8,800 linear feet cement curbing, 5,000 square feet flagging, 35,000 square feet cement sidewalk. The cost of the improvement is now estimated to be $31,400.

3. Grading and curbing 11th avenue from Grand avenue to Newtown road.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on June 26, 1913, at which time information was presented to show that its probable cost would be about $1,700. The Borough President states that the time to be allowed for the completion of the improvement is 50 days, and that the expense incurred for the preliminary work amounts to $179.44.

The work to be done comprises the following: 6,550 cubic yards earth and rock excavation, 950 linear feet curbing. The cost of the improvement is now estimated to be $3,200.

4. Paving with asphalt (permanent pavement) Washington avenue from 5th avenue to 9th avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on October 9, 1913, at which time information was presented to show that its probable cost would be about $14,200. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $71.12.

The work to be done comprises the laying of 4,140 square yards of asphalt pavement.

The cost of the improvement is now estimated to be $11,000.

5. Paving with asphalt block (permanent pavement) 2d avenue from Potter avenue to Ditmars avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 10, 1913, at which time information was presented to show that its probable cost would be about $20,100. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $51.45.

The work to be done comprises the laying of 6,750 square yards of asphalt block pavement. The cost of the improvement is now estimated to be $19,900.

6. Paving with asphalt (permanent pavement) East avenue from 9th street to Nott avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on October 23, 1913, at which time information was presented to show that its probable cost would be about $8,300. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $33.17.

The work to be done comprises the laying of 3,600 square yards of asphalt pavement. The cost of the improvement is now estimated to be $9,500.

I see no reason why the construction work required to carry out these improvements should not be authorized and would recommend such action.

I would also recommend that title be vested in the City on March 2, 1914, to Hughes street from Fresh Pond road to the easterly line of Fremont street unless previously confirmed.

Respectfully, NELSON P. LEWIS, Chief Engineer.

Regulating and Grading Hughes Street, from Fresh Pond Road to Fremont Street, Queens.

Vesting Title to Hughes Street, from Fresh Pond Road to the Easterly Line of Fremont Street, Queens (Cal. No. 56).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

Whereas, The Board of Estimate and Apportionment on the 22nd day of November, 1907, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending Hancock street from Forest avenue to Sheridan street, and Elm avenue from Myrtle avenue to Sheridan street, in the 2d Ward, Borough of Queens, City of New York, which proceeding was amended December 17, 1909, so as to relate to Catalpa avenue from Myrtle avenue to Shaler street, and Hughes street (Hancock street) from Forest avenue to Shaler street, as shown on Sections 29 and 30 of the final maps of said Borough, adopted May 21, 1909.

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said streets, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 8th day of June, 1911;

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 990 of the Greater New York Charter, as amended, directs that upon the 2nd day of May, 1914, the title in fee to each and every piece or parcel of land lying within the lines of said Hughes (Hancock) street from Fresh Pond road to the easterly line of Fremont street, in the Borough of Queens, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 6th day of June, 1913, and approved by the President of the Borough of Queens on the 13th day of June, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, curbing, flagging (where not already done to grade and in good condition), together with all work incidental thereto, in Hughes street, from Fesh Pond road to Fremont street, 2d Ward of the Borough of Queens."

—and thereupon, on the 28th day of August, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $4,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $84,000, having also been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13

Regulating and Grading Anable Avenue from Van Dam Street to New Calvary Cemetery, Queens (Cal. No. 57).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 7th day of February, 1913, and approved by the President of

the Borough of Queens, on the 21st day of February, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, curbing and laying sidewalks and crosswalks, and all work incidental thereto, in Anable street, from Van Dam street to New Calvary Cemetery, 1st and 2d Wards of the Borough of Queens."

—and thereupon, on the 17th day of April, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $31,400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $300,000, having also been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Grading and Curbing 11th Avenue, from Grand Avenue to Newtown Road, Queens (Cal. No. 58).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 2nd day of May, 1913, and approved by the President of the Borough of Queens on the 10th day of May, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading and curbing, together with all work incidental thereto, in 11th avenue, from Grand avenue to Newtown road, 1st Ward of the Borough of Queens"

—and thereupon, on the 26th day of June, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $3,200; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $37,600, having also been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving Washington Avenue, from 5th Avenue to 9th Avenue, Queens (Cal. No. 59).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914 this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 12th day of July, 1912, and approved by the President of the Borough of Queens on the 21st day of June, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For paving with a permanent pavement of sheet asphalt on a concrete foundation six inches thick, and all work incidental thereto, in Washington avenue, from 5th avenue to 9th avenue, First Ward of the Borough of Queens."

—and thereupon, on the 9th day of October, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $83,400, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving 2d Avenue, from Potter Avenue to Ditmars Avenue, Queens (Cal. No. 60).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 18th day of October, 1912, and approved by the President of the Borough of Queens on the 6th day of November, 1912, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For paving with a permanent pavement consisting of asphalt block on a concrete foundation six inches in thickness, and all work incidental thereto, in 2d avenue, from the south side of Potter avenue to the north side of Ditmars avenue, First Ward of the Borough of Queens."

—and thereupon, on the 10th day of July, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $19,900; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $84,000, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Paving East Avenue, from 9th Street to Nott Avenue, Queens (Cal. No. 61).

(At the meetings of the Board on January 16 and 30 and February 6 and 20, 1914, this matter was laid over.)

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 6th day of June, 1913, and approved by the President of the Borough of Queens on the 13th day of June, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating and paving with a permanent pavement consisting of sheet asphalt on a concrete foundation six inches in thickness, and all work incidental thereto, in East avenue, from 9th street to Nott avenue, First Ward of the Borough of Queens."

—and thereupon, on the 23d day of October, 1913, resolution having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $9,500; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $479,900, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Relocation of the Tracks of the New York Railways Company on Central Park West, Between 59th and 110th Streets, Borough of Manhattan (Cal. No. 62).

(At the meeting of the Board on February 27, 1914, this matter was laid over for two weeks.)

(On December 11, 1913, the Board adopted a resolution denying a request of the New York Railways Company for an extension of time, and requested the Corporation Counsel to take the necessary steps to compel the Company to carry out the improvement.)

(In a communication presented at the meeting of the Board on February 27, 1914, the Corporation Counsel states that if the Company is disposed to adjust the matter without litigation, it may be that the purpose of the City in ordering the relocation of the tracks may be better served by negotiation than by protracted litigation.)

On motion of the President of the Borough of Manhattan the matter was laid over for one week (March 20, 1914).

Extending the Curb Line on the East Side of Broadway at City Hall Park, Borough of Manhattan (Cal. No. 63).

The Secretary presented the following report of the Chief Engineer:

Report No. 13617. March 9, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on February 27, 1914, a communication from the Public Service Commission stating that it would be necessary to move the curb on the east side of Broadway between Mail street and Chambers street about 3 feet westerly in order to permit of the construction of the necessary escalators and stairways to reach the subway station was referred to the Chief Engineer of the Board.

The roadway of that part of Broadway along City Hall Park has been given a width about 15 feet greater than that which prevails on the other part of the street. The sidewalk has also been given a width of about 25 feet, of which about 20 feet appears to fall within the lines of what was originally the City Hall Park. The proposed entrances to the subway station will encroach upon this sidewalk space about 12 feet if the curb is left in its present position, but is being so constructed that if these entrances were confined within the limits of the present sidewalk, very expensive changes would have to be made at a cost estimated at several hundred thousand dollars. The Public Service Commission, therefore, asks that the curb be moved about three feet into the present roadway, reducing by that much the encroachment upon the sidewalk and saving very expensive structural changes in the subway.

This being a question which intimately concerns the Borough authorities, the President of the Borough of Manhattan was asked whether he saw any objection to making the change requested by the Public Service Commission. In reply to this inquiry I am informed that this matter has been under discussion between the Public Service Commission and the Borough authorities for some time, and that when first proposed it was decided that 1½ or 2 feet might be taken from the sidewalk without cutting off an additional line of traffic. It appears, however, from information furnished me that the Public Service Commission, not considering this change sufficient, proceeded with the plans involving a change in the curb to the extent of 3 feet. The opinion is expressed that this additional foot or 18 inches will impair somewhat the traffic capacity of the easterly side of Broadway between Mail street and Chambers street, and that the consent of the Borough authorities has not and might not have been voluntarily given to a change to the full extent now asked for, but that in view of the great expense which would be involved in changing the subway station, the present conditions appear to warrant an approval of the request now made, namely, to move the easterly curb line of Broadway between Mail and Chambers street 3 feet to the west.

A resolution has been prepared, and is herewith submitted, making this change effective.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York hereby establishes the roadway width of Broadway from Park place to Chambers street, Borough of Manhattan, at fifty-three feet, three inches, this to adjoin a sidewalk eighteen feet, nine inches wide on the westerly side of the street.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Construction of a Bridge Across the Tracks of the New York Consolidated Railway Company at President Street, Borough of Brooklyn (Cal. No. 64).

The Secretary presented the following communication from the Corporation Counsel:

City of New York, Law Department, Office of the Corporation Counsel, New York, March 4, 1914.

Board of Estimate and Apportionment:

Sirs—I am in receipt of a communication dated February 6, 1914, signed by Joseph Haag, Secretary, reading as follows:

"I transmit herewith copy of a communication from the Secretary of the Public Service Commission for the First District, transmitting a copy of an order adopted by the Commission on January 23, 1914, directing the construction of a bridge on President street across the tracks of the New York Consolidated Railroad Company, Borough of Brooklyn; I also transmit herewith copy of the report of the Chief Engineer of the Board relating to the matter.

"At the meeting of the Board of Estimate and Apportionment, held on February 6, 1914, the matter was referred to the Corporation Counsel for advice at the earliest date practicable as to whether the order issued by the Commission carries with it any responsibility on the part of the City to contribute toward the expense."

I have caused a thorough examination to be made of the proceedings before the Public Service Commission, and I am of the opinion from the facts disclosed that the order adopted by the Commission on January 23, 1914, directing the construction of President street over and across the tracks of the New York Consolidated Railroad Company at President street, carries with it the responsibility on the part of the City to contribute one-half of the expense of such construction, and that, acting under the authority of such order, the City 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.

Accordingly, I have given directions to have the proceedings before the Public Service Commission discontinued and the order vacated and annulled.

Respectfully yours, FRANK L. POLK, Corporation Counsel.

The following was offered:

Whereas, Under date of March 4, 1914, the Corporation Counsel has advised the Board of Estimate and Apportionment that he has given instructions to have the proceedings before the Public Service Commission, relating to the proposed construction of a bridge across the tracks of the New York Consolidated Railroad Company at President street, Borough of Brooklyn, discontinued and the order relating thereto issued by the said Commission on January 23, 1914, vacated and annulled; be it

Resolved, That the Board of Estimate and Apportionment hereby approves the action of the Corporation Counsel, and be it further,

Resolved, That the Corporation Counsel be and he hereby is requested to take the necessary steps to compel the said New York Consolidated Railroad Company, pursuant to the terms of its franchise, to construct a bridge across its tracks at President street, Borough of Brooklyn.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Changing the Map or Plan of The City of New York by Eliminating Therefrom Damage Parcel No. 1 in the Proceeding for Opening Fanchon Place, from Jamaica Avenue to Highland Boulevard, and Amending the Opening Proceeding in Accordance Therewith, Borough of Brooklyn (Cal. No. 65).

The Secretary presented the following communication from the Acting Corporation Counsel:

City of New York, Law Department, Office of the Corporation Counsel, New York, March 4, 1914.

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

Gentlemen—In proceedings to acquire title to Fanchon place, from Jamaica avenue to Highland boulevard, in the 26th Ward, Borough of Brooklyn, City of New York, the report of the Commissioners of Estimate and the report of the Commissioner of Assessment herein was presented to the Court for confirmation on October 3, 1913.

The City of New York appeared in support of the motion to confirm the reports of the Commissioners of Estimate and the Commissioner of Assessment and the attorney for the Brooklyn, Queens County and Suburban Railroad Company, the owner of Damage Parcel No. 1 and Benefit Parcel No. 18, opposed the confirmation of the report of the Commissioners of Estimate as to Damage Parcel No. 1 and Benefit Parcel No. 18.

Damage Parcel No. 1, as shown on the damage map of the Commissioners of Estimate herein, is a parcel of land containing 9,158.31 square feet with the dimensions as follows: 30.27 feet on the northerly side, 28.66 feet on the southerly side, 381.87 feet on the westerly side and 350.79 feet on the easterly side, with a one-story brick car barn thereon. According to the damage map this barn is cut about one foot.

The note on the damage map shows that Damage No. 1 is Furman place on the map of property of Messrs. Williams, Pellington and Furman, filed in the Register's office, Kings County, March 13, 1851, as Map No. 885.

The Commissioners of Estimate in their report awarded $1 for Damage Parcel No. 1 and decided that the car barn was an encroachment on the street, and made no award for the same for that reason.

Mr. Justice Kelly, before whom the motion to confirm the reports of the Commissioners of Estimate and the Commissioner of Assessment herein, came on to be heard, held that that part of Damage Parcel No. 1, upon which the car barn is situated was not dedicated to the City for street purposes, and that about 351 feet of the wall of the car barn within the lines of Fanchon place was not an encroachment and that the Commissioners erred in not making an award for the damage to the same.

Under the decision of Mr. Justice Kelly the Commissioners of Estimate herein will be required to make an award for the damage to the car barn to the extent of 350 feet thereof, running along Damage Parcel No. 1.

Under the order entered by the Court the report of the Commissioners of Estimate and the report of the Commissioner of Assessment, as presented to the Court, were confirmed, and the Commissioners of Estimate were directed to make an additional award for the taking of the westerly one foot of Damage Parcel No. 1, occupied by one foot of brick wall forming the easterly side of the car barn of the Brooklyn, Queens County and Suburban Railroad Company, and the Commissioner of Assessment was directed to make a supplemental and amended report as to assessments to cover the necessary additional expense incurred in the proceeding by reason thereof.

If the proceeding is continued the Railroad Company will be entitled, under the decisions of Mr. Justice Kelly, to compensation for 351 feet of the wall of the car barn which is shown on Damage No. 1, and the award to be made by the Commissioners for this claim will no doubt be very large, which will be assessed on the property within the area of assessment for benefit determined by your Board, as the entire cost and expense is to be borne and paid by the property benefited thereby within said area. The area of assessment for benefit is very small, being limited to 100 feet on either side of the improvement and an end area of 100 feet.

The Railroad Company is willing to waive any claim it may have for costs and disbursements under the provisions of section 1000 of the Greater New York Charter, as amended, in the event that your Board amends this proceeding by excluding therefrom the westerly one foot of Damage Parcel No. 1, upon which the car barn is situated.

In view of all the facts in connection with this proceeding, I respectfully recommend that the map or plan of The City of New York, showing Fanchon place, be amended by eliminating therefrom that portion of Damage Parcel No. 1, as shown on the damage map of the Commissioners of Estimate herein, upon which the car barn of the Railroad Company is situated, and that a resolution be adopted by your Board amending the aforesaid proceeding in accordance therewith.

If your Honorable Board adopts this recommendation this proceeding will be disposed of and it will be unnecessary for the Commissioners to comply with that portion of the order directing the Commissioners of Estimate to make an award to the Railroad Company for the damage to their car barn or for the Commissioner of Assessment to make an additional assessment to cover said award and the additional expense which will be incurred in the proceeding. Yours respectfully,

LOUIS H. HAHLO, Acting Corporation Counsel.

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

Bill Amending the Greater New York Charter Relating to the Acquisition of Title in Fee, or to an Easement in Real Property for Streets, Parks and Other Public Purposes in the City of New York (Cal. No. 66).

The Secretary presented a communication from the Secretary to the President of the Board of Aldermen transmitting copy of Assembly Bill No. 1106, Int. No. 1037, amending the Greater New York Charter relating to the acquisition of title in fee * * * for streets, parks and other public purposes in the City of New York, so as to provide that such proceedings shall be tried by the Supreme Court without a jury; requesting the Board to accept it as a City measure and to request the Corpoartion Counsel to urge its passage in the Senate and Assembly.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of the City of New hereby accepts as a City measure Assembly Bill No. 1106, Int. No. 1037, entitled: "An Act to amend the Greater New York Charter, relating to the acquisition of title in fee, or to an easement, in real property for streets, parks and other public purposes in the City of New York, so as to provide that such proceeding shall be tried by the Supreme Court without a jury," be it

Resolved, That the Corporation Counsel be and he hereby is requested to urge the enactment of the Bill into law.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Petition for Relief From Assessment in the Matter of the Construction of a Sewer in Irving Place, Between Targee Street and a Point About 95 Feet East of Van Duzer Street, Borough of Richmond (Cal. No. 67).

The Secretary presented a communication from the Comptroller transmitting a petition from property owners requesting that the assessment in the matter of constructing a sewer in Irving place, between Targee street and a point 95 feet east of Van Duzer street, be reconsidered; and the following report of the Chief Engineer:

Report No. 13618. March 10th, 1914.

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

Sir—Herewith is transmitted a communication from the Comptroller, bearing date of February 19th, 1914, presenting a petition submitted to him by Henry Christ and five others, requesting a reconsideration of the determination made by the Board in the matter of assessing the cost of the sewer improvement recently carried out in Irving place between Targee street and a point about 95 feet east of Van Duzer street in the Borough of Richmond.

This improvement was authorized on May 29th, 1913, at which time the cost was estimated at $830. The assessment for the improvement was confirmed by the Board of Assessors on December 23rd, 1913, this amounting to $859.77. The petitioners allege that certain properties fronting on Irving place have not been assessed for this sewer and that for this reason they have been called upon to pay $56.42 per lot instead of $53.75, which they allege would have been the case had all of the property been assessed.

The assessment lists as prepared show that three lots having frontage upon Targee street have not been called upon to pay any portion of this assessment for the reason that they are fully served by the sewer already carried out in the latter street, toward the cost of which they have contributed their quota. It would therefore appear that the assessment has been levied along lines ordinarily followed, and I can see no reason for re-opening the case which is clearly one over which the Board of Assessors and the Board of Revision of Assessments have jurisdiction. It is further evident that the application could not be acted upon by the Board of Estimate and Apportionment unless the petition was signed by a majority of the property owners, and the Board was disposed to place a part of the expense upon the City of New York, which latter treatment is without a precedent and could scarcely be justified in view of the strictly local character of the improvement.

I would recommend that the petition be denied.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of the City of New York denies the petition dated February 3, 1914, signed by Henry Christ and a number of others, requesting relief from assessment in the matter of the construction of a sewer in Irving place between Targee street and a point about 95 feet east of Van Duzer street, Borough of Richmond, which improvement was authorized on May 29, 1913.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Regulating and Grading West 238th Street, from Broadway to Riverdale avenue; Greystone Avenue, from Riverdale Avenue to West 242d Street, and Waldo Avenue, from Greystone Avenue to West 242d Street, and Constructing Steps in West 238th Street, from Spuyten Duyvil Road to Waldo Avenue, Borough of The Bronx (Cal. No. 68).

(Preliminary Authorization.)

The Secretary presented a resolution of the Local Board of the Van Cortlandt District, Borough of The Bronx, adopted October 17, 1911, and again on March 26, 1912, initiating proceedings for regulating, grading, curbing and flagging West 238th street, from Broadway to Riverdale avenue, etc.; and the following report of the Chief Engineer:

Report No. 13588. March 10, 1913.

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

Sir—Herewith is transmitted a resolution of the Local Board of the Van Cortlandt District, Borough of The Bronx, adopted on March 25, 1912, initiating proceedings for grading, curbing and flagging the following streets: West 238th street, from Broadway to Riverdale avenue; Greystone avenue, from Riverdale avenue to West 242d street; Waldo avenue, from Greystone avenue to West 242d street, and for constructing steps in West 238th street, from Spuyten Duyvil road to Waldo avenue.

Title to West 238th street, between Broadway and Kingsbridge avenue, was acquired under a proceeding which has been confirmed. Opening proceedings relating to the remaining length of West 238th street, to Greystone avenue and to Waldo avenue, were authorized in 1911, and the oaths of the Commissioners of Estimate and Assessment were filed on July 26, 1912. To permit of carrying out a sewer improvement in these streets, provision was made for vesting title on November 1, 1913, to all of them excepting the portion of West 238th street between Waldo avenue and Kingsbridge avenue and of Greystone avenue from Riverdale avenue to West 236th street. On October 23, 1913, the proceeding was amended in such a way as to include within the lines of Waldo avenue a small area on its westerly side near West 242d street, but the jurisdiction of the Commissioners has not yet been extended to include this area and it is, therefore, not practicable to vest title to it at the present time.

The resolution now presented affects lengths varying from two blocks of Waldo avenue to three blocks of Greystone avenue, aggregating about 5,800 feet. None of the streets is in use, and the abutting property is practically unimproved. In the block of West 238th street, between Spuyten Duyvil road and Waldo avenue, the established grades are too steep to permit of its use other than for pedestrian traffic and for this reason steps are here proposed.

From information presented with the resolution it appears that the cost of this improvement is estimated at about $137,000, or about $12.25 per linear foot of frontage, requiring an assessed valuation of $613 per city lot to permit of assessing the entire expense upon the abutting property. The tax books show that interior lots in the block of West 238th street, between Spuyten Duyvil road and Tibbett avenue, are

valued at only $500, and an inspection of the ground leads me to the belief that the cost in this section will be somewhat greater than the average, as is probably also the case in other portions of the territory to be improved where low assessed values obtain.

I would therefore recommend that the resolution be referred back to the Borough President without approval, with the suggestion that it be amended to curtail the extent of the work as required in order to permit of fully assessing the cost upon the benefited area, and with the further suggestion that it be withheld until such time as the way has been cleared for vesting title to all of the land now included within the lines of Waldo avenue.

Respectfully, NELSON P. LEWIS, Chief Engineer.

On motion of the President of the Borough of The Bronx the matter was referred back to him for further consideration.

Regulating, Grading and Paving Review Avenue, Between Laurel Hill Boulevard and Borden Avenue, Borough of Queens (Cal. No. 69).

(Preliminary Authorization.)

The Secretary presented three resolutions of the Local Board of the Newtown District, adopted on July 29, 1913, initiating proceedings for regulating, grading, curbing, etc., Review avenue, from Laurel Hill boulevard to Borden avenue, etc., and the following report of the Chief Engineer:

Report No. 13562. March 9, 1914.

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

Sir—Herewith are transmitted three resolutions of the Local Board of the Newtown District, Borough of Queens, adopted on July 29, 1913, initiating, respectively, proceedings for grading, curbing and flagging Review avenue, from Laurel Hill boulevard to Borden avenue; for laying a temporary second-hand granite block pavement between Borden avenue and Howard street, and for laying a permanent granite block pavement for a width of 30 feet between Howard street and Laurel Hill boulevard.

These resolutions affect fifteen blocks or about 4,400 feet, comprising the entire length of Review avenue. The street is in use and the frontage on the northerly side in the section between Howard street and Laurel Hill boulevard is occupied by Calvary Cemetery, while through the remaining length a number of buildings have been erected, most of which are used for industrial purposes. No drainage plan has yet been prepared for this vicinity and the sewer has not been provided; the water main has been laid from a point near Pine street to Borden avenue, and the gas main is partially completed.

Title to certain portions of the street has been legally acquired, and the resolutions are accompanied by a communication from the Acting Corporation Counsel advising that the remaining area within the street lines has been dedicated to public use. The opinion appears to have been based upon evidence furnished by the Topographical Bureau and by the property owners, but an examination of it leads me to the belief that there is serious question as to the complete dedication of the two blocks between Pearsall street and Howard street, where buildings appear to encroach upon the street lines as now mapped.

The improvements are in each case petitioned for by the Commissioner of Public Works, and from the report of the Engineer of Highways it appears that they are desired partly for the accommodation of the manufacturing interests in the vicinity and partly for the purpose of providing better fire protection than now exists. It also appears that through the section east of Howard street it is proposed to build two sewers, both of which can be installed outside of the space which is to be paved at the present time, and that in recognition of the need of removing the pavement when the sewer is laid through the remaining length, it is proposed to use a temporary and comparatively cheap pavement.

On December 4, 1913, a map providing for adjusting the grade of Review avenue and Greenpoint avenue at their intersection, this providing for an increase in elevation ranging up to a maximum of about 4.5 feet, was made the subject of a hearing by the Board and was at that time referred to a select committee, which has not yet made its report.

In 1905, and in consideration of the closing of Bradley avenue, the Trustees of St. Patrick's Cathedral ceded the land necessary to increase the width of Review avenue, between Howard street and Laurel Hill avenue, from 60 feet to 80 feet, and at the same time bound themselves to grade, curb and flag the additional areas then included within the street lines. (Page 3153 of Financial Minutes of December 18, 1905.)

The aggregate estimated cost of the improvements amounts to $73,500. In my judgment, before an improvement which is so clearly of local interest and of such magnitude is authorized, a petition for it should be presented by at least some of the property owners in the vicinity.

I would recommend that the resolutions be referred back to the Borough President without approval, with the suggestion that steps be taken by him to insure the carrying out by the Trustees of St. Patrick's Cathedral of so much of the improvement as they are obligated to provide, and with the further suggestion that the resolutions be amended in such a way as to exclude the work to be done on behalf of the cemetery, and that they be withheld until title to the two blocks between Pearsall street and Howard street has been fully established, until the water main has been completed, and until the required grade adjustment at the Greenpoint avenue intersection has been effected.

I would also suggest that the attention of the Borough President be called to the desirability of at once taking steps to make provision for the drainage of this street, in order if possible the sewer may be provided before the pavement is laid.

Respectfully, NELSON P. LEWIS, Chief Engineer.

On motion of the President of the Borough of Queens, the matter was referred back to him for further consideration.

Approved Papers (Cal. No. 70).

The following communication from the Secretary was ordered printed in the minutes and filed:

City of New York, Board of Estimate and Apportionment, Office of the Secretary, 277 Broadway, March 13, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—I beg to inform you that his Honor the Mayor has returned to this office the following resolutions, adopted by the Board of Estimate and Apportionment on February 20, 1914, and approved by him on February 27, 1914, changing the map or plan of The City of New York, viz.:

8. By discontinuing East 15th street between a point about 425 feet south of Avenue L and a point about 168 feet north of Avenue M, the limits of the section to be closed being designed to coincide with the southerly line of Locust avenue and the northerly line of Chestnut avenue, as these streets are in use and commonly recognized between East 14th street and East 16th street, Borough of Brooklyn.

9. By changing the lines and grades of the street system within the territory bounded by 16th avenue, 45th street, 17th avenue, 47th street, Lawrence avenue, Gravesend avenue, Avenue J, West street, and 53d street; changing the grades of the street system within the territory bounded by 14th avenue, 39th street, 16th avenue and 42d street; changing the grade of 15th avenue between 36th street and 37th street; and laying out the grades of old New Utrecht road between 39th street and 42d street and between 45th street and 53d street, Borough of Brooklyn.

10. By laying out the lines and grades of the street system within the area designated as section 60 of the final maps, bounded approximately by Huntington avenue, Randall avenue, Logan avenue, Dewey avenue, Throgs Neck boulevard and the East River, Borough of The Bronx.

11. By changing the grades of Burnside avenue between Sedgwick avenue and Andrews avenue; of Sedgwick avenue between a point about 200 feet north of Burnside avenue and a point about 400 feet south of Burnside avenue; of Osborne place between Burnside avenue and West 179th street; of Loring place between Burnside avenue and West 179th street; and of West 179th street at its intersection with Sedgwick avenue, Borough of The Bronx.

12. By changing the lines and grades of the street system within the territory bounded by North Villa street, Ridgewood avenue, Maure avenue, Sycamore place, Atfield place, Wisner place and its prolongation, Van Wyck avenue, Garden street, South Morris avenue and its prolongation, Wisner place, North Wickes street and Fulton place, Borough of Queens.

13. By changing the lines of the street system within the territory bounded by 7th street, Hayes avenue, 9th street, Poe place and Broadway, Borough of Queens.

14. By laying out the lines and grades of the street system bounded by Van Wyck avenue, Jamaica avenue, Ezra street and its prolongation, Rocton street, Roseville avenue and Archer street; and changing the lines and grades where these have been heretofore established, Borough of Queens.

15. By striking from the map of the City a parcel of property within the street area at the junction of Central avenue with Stuyvesant place, Borough of Richmond.

Respectfully, JOSEPH HAAG, Secretary.

FINANCIAL MATTERS.

Examining Board of Plumbers—Establishment of Position of Clerk-Stenographer and Typewriter (Cal. No. 1).

The Secretary presented a communication from the Chairman of the Examining Board of Plumbers dated March 9, requesting the establishment in the office of said Board of the grade of position of Clerk-Stenographer and Typewriter, at $1,500 per annum, for one incumbent.

Which was referred to the Committee on Salaries and Grades.

Department of Street Cleaning—Establishment of Positions of Deputy Commissioner (Main Office) and Deputy Commissioner of The Bronx (Cal. No. 2).

The Secretary presented a communication from the Commissioner of Street Cleaning dated March 2, 1914, requesting the establishment of the grades of position of Deputy Commissioner, Main Office, at $6,000 per annum, and of Deputy Commissioner, Borough of The Bronx, at $4,000 per annum, 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 13, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 2, 1914, the Commissioner of Street Cleaning requested establishment of grades of positions as follows:

Deputy Commissioner (main office)	$6,000 00
Deputy Commissioner (Borough of The Bronx)	4,000 00

In connection therewith I report as follows:

The request proposes to add one additional Deputy Commissioner at $6,000 and to reduce the salary of the Deputy Commissioner for the Borough of The Bronx from $5,000 to $4,000.

There are now three Deputy Commissioners at $5,000, one for each Borough, Manhattan, Brooklyn and The Bronx. The Deputy for Manhattan has in the past been the Acting Commissioner, attending to the office duties of the Commissioner to the detriment of the service in Manhattan. Recently this Deputy has been giving his attention to the Borough administration and the office duties have devolved upon the Commissioner. The Commissioner states that he is kept busy from nine a. m. until six p. m. signing documents and attending to routine office work.

The Commissioner does not consider the position of Deputy in The Bronx as important as in the other Boroughs and therefore requests the reduction from $5,000 to $4,000.

It is intended by a readjustment of the office and supervisory staff to effect sufficient saving to provide funds for the new positions.

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 hereby recommends to the Board of Aldermen, in accordance with the provisions of section 56 of the Greater New York Charter, the establishment in the Department of Street Cleaning of the grades of positions in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Deputy Commissioner (main office)	$6,000 00	1
Deputy Commissioner (Borough of The Bronx)	4,000 00	1

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

United Board of Business Agents of the Building Trades of Manhattan and Vicinity—Prevailing Rate of Wages for Electricians and Machinists (Cal. No. 3).

The Secretary presented a communication from the United Board of Business Agents of the Building Trades of Manhattan and Vicinity, dated March 6, 1914, requesting the establishment in all City departments of the prevailing rates of wages for Electricians and Machinists, at $4.80 and $5 per diem, respectively.

Which was referred to the Committee on Salaries and Grades.

United Board of Business Agents of the Building Trades of Manhattan and Vicinity—Prevailing Rate of Wages in Building Trades (Cal. No. 4).

The Secretary presented a communication from the United Board of Business Agents of the Building Trades of Manhattan and Vicinity, dated March 6, 1914, submitting schedule of prevailing rate of wages in the building trades for the year 1914, and requesting the confirmation of same.

Which was referred to the Committee on Salaries and Grades.

Department of Education—Retirement of Edward Coppers, Janitor (Cal. No. 5).

The Secretary presented an application of Edward Coppers, Janitor of Public School No. 50, Annex, Borough of Brooklyn, for retirement, pursuant to chapter 669, Laws of 1911, as amended.

Which was referred to the Committee on Salaries and Grades.

Public Service Commission, First District—Approval of Award of Contract for Construction of Section 4 of Routes 4 and 38 of the 7th Avenue-Lexington Avenue Rapid Transit Railroad, and the Issue of Corporate Stock Therefor (Cal. No. 6).

The Secretary presented a communication from the Public Service Commission, dated March 6, 1914, requesting the Board to approve of the award of contract for the construction of section No. 4 of Routes Nos. 4 and 38 of the 7th Avenue-Lexington Avenue Rapid Transit Railroad (Commerce street to West 16th street, Manhattan) to the United States Realty and Improvement Company, also requesting the Board to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, viz.: $91,886.32.

Which was referred to the Comptroller.

Department of Street Cleaning—Issue of Special Revenue Bonds (Cal. No. 7).

The Secretary presented a communication from the Department of Street Cleaning, dated March 6, 1914, requesting a transfer within the appropriation for said Department for 1914, to the amount of $660.294 for the removal of snow and ice in the Boroughs of Manhattan, Brooklyn and The Bronx, the issue of special revenue bonds to be used for the refunding of appropriations from which said transfers are made, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 12, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 6, 1914, the Commissioner of Street Cleaning requested transfers in the sum of $660.294, within the appropriations to his Department for the year 1914, and revenue bonds to a like amount to reimburse the transfer accounts debited. In connection therewith I report as follows:

The requests are made in accordance with section 546 of the Greater New York Charter, to provide for the cost of removing snow and ice, the appropriations for which purpose are insufficient.

There have been incurred, up to and including March 4, liabilities approximating $1,245,795.03, as follows:

Work Performed.

	Cubic Yards Removed.	Additional Labor. Days.	Days' Clerical Hire.	
Manhattan	1,428,903	40,605	574	.....
Brooklyn	601,096	19,112	263	.....
The Bronx	142,196	6,617	17	.....
	2,172,177	66,334	854	.....
	Approximate Cost.			
				Total.
Manhattan	$800,185 68	$81,210 00	$1,722 00	$883,117 68
Brooklyn	250,657 03	38,224 00	789 00	289,670 03
The Bronx	59,722 32	13,234 00	51 00	73,007 32
	$1,110,565 03	$132,668 00	$2,562 00	$1,245,795 03

On February 27, 1914, your Board approved a similar request for $581,000 for part of the above work.

As there are not sufficient unencumbered balances in the accounts from which the transfers are requested, it is recommended that they be made from 2349, 2350 and 2351, Personal Service, Wages, Regular Employees, Carting and Stables. This is an apparent conflict with the Budget rule governing transfers, but, as the funds are immediately reimbursed by revenue bonds, it is reasonably within the spirit of the rule.

I recommend the adoption of the attached resolutions granting the request as stated. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 546 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves transfer of funds appropriated for the year 1914, as follows:

DEPARTMENT OF STREET CLEANING.

FROM

Personal Service, Salaries, Regular Employees, Borough Administration, Carting and Stables.

2349	Manhattan	$472,531 00
2350	Brooklyn	151,698 00
2351	The Bronx	36,065 00
		$660,294 00

TO

Contract or Open Order Service, General Plant Service, Snow Removal.

2412	Manhattan	$472,531 00
2413	Brooklyn	151,698 00
2414	The Bronx	36,065 00
		$660,294 00

—and be it further

Resolved, That, pursuant to the provisions of section 546 of the Greater New York Charter, the Comptroller be and hereby is authorized to issue special revenue bonds of The City of New York to the amount of six hundred sixty thousand two hundred and ninety-four dollars ($660,294), redeemable from the tax levy of the year succeeding the year of their issue, the proceeds whereof to be applied to the refunding of appropriations for the Department of Street Cleaning for the year 1914 in the amounts transferred therefrom, as follows:

Personal Service, Salaries, Regular Employees, Borough Administration, Carting and Stables.

2349	Manhattan	$472,531 00
2350	Brooklyn	151,698 00
2351	The Bronx	36,065 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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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 Department of Street Cleaning for the year 1914, as follows:

DEPARTMENT OF STREET CLEANING.

Personal Service, Salaries Regular Employees, Borough Administration Carting and Stables.

2349	Manhattan—	
	Assistant Stable Foreman, 26 at $900	$23,400 00
	Driver, 759 at $800	607,200 00
	Hostler, 99 at $800	79,200 00
	Stableman, 109 at $760	82,840 00
	Schedule Total	$792,640 00
	Tax Levy Allowance	$320,109 00
	Special Revenue Bond Allowance	472,531 00
	Total	$792,640 00
2350	Brooklyn—	
	Assistant Stable Foreman, 14 at $900	$12,600 00
	Driver, 575 at $800	460,000 00
	Hostler, 67 at $800	53,600 00
	Stableman, 63 at $760	47,880 00
	Schedule Total	$574,080 00
	Tax Levy Allowance	$422,382 00
	Special Revenue Bond Allowance	151,698 00
	Total	$574,080 00
2351	The Bronx—	
	Assistant Stable Foreman, 6 at $900	$5,400 00
	Driver, 135 at $800	108,000 00
	Hostler, 18 at $800	14,400 00
	Stableman, 17 at $760	12,920 00
	Schedule Total	$140,720 00
	Tax Levy Allowance	$104,655 00
	Special Revenue Bond Allowance	36,065 00
	Total	$140,720 00

Contract or Open Order Service, General Plant Service, Snow Removal.

2412	Manhattan	$883,116 65
2413	Brooklyn	289,670 23
2414	The Bronx	73,007 12

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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County Clerk, Queens County—Appropriation for Removing and Reconstructing Shelving, Etc. (Cal. No. 8).

The Secretary presented a communication from the County Clerk of Queens County, dated March 6, 1914, requesting an appropriation of $1,000 for defraying the expense of removing and reconstructing shelving and for installing a counter and partition in the temporary quarters 354 Fulton street, Jamaica, used by said County Clerk.

Which was referred to the Comptroller.

Department of Bridges—Appropriation for Removal of Snow from Bridges (Cal. No. 9).

The Secretary presented a communication from the Commissioner of Bridges, dated March 6, 1914, requesting an appropriation of $5,000 for the purpose of employing emergency labor, teams, trucks, horses and carts for the removal of snow from the bridges under his jurisdiction, for the remainder of the year 1914.

Which was referred to the Comptroller.

Public Service Commission, First District—Long Island Railroad—Reconstruction of Bridge Carrying Tracks of Railroad Over Jamaica Avenue, Borough of Queens (Cal. No. 10).

The Secretary presented a communication from the General Solicitor of the Long Island Railroad Company, dated March 5, 1914, submitting modified accounting in connection with the widening of Jamaica avenue, in the Borough of Queens, and the reconstruction of the railroad bridge carrying the tracks of the railroad (New York and Rockaway Beach Division) over Jamaica avenue, in accordance with an order issued by the Public Service Commission.

(On December 31, 1913, a former communication from the General Solicitor relative to the above matter which called for the payment by The City of New York of $15,537.35, its share of the expenses in connection with the reconstruction of the railroad bridge, was presented to the Board and referred to the Comptroller and Chief Engineer.)

(On January 30, 1914, this special committee was continued.)

The modified accounting calls for the payment by the City of $12,834.30.

Which was referred to the Comptroller and the Chief Engineer.

Department of Parks, Boroughs of Manhattan and Richmond—Issue of Corporate Stock (Cal. No. 11).

The Secretary presented a communication from the Commissioner of Parks, Boroughs of Manhattan and Richmond, dated March 4, 1914, requesting the issue of $23,000 corporate stock for the purpose of constructing a sewer from the water course in the vicinity of 101st street and Central Park West to the City sewer at Lenox avenue and Cathedral parkway.

Which was referred to the Committee on Corporate Stock Budget.

Department of Street Cleaning—Issue of Corporate Stock (Cal. No. 12).

The Secretary presented: Communications (2) from the Commissioners of Docks and Street Cleaning requesting the issue of $45,000 corporate stock, chargeable to the Street Cleaning Department, to provide means for the construction of a new covered water-front dump at the southerly end of the property under the control of the Department of Docks and Ferries, near the foot of West 77th street, North River; the construction work to be under the immediate supervision and control of the Department of Docks and Ferries. Submitted with said request is a memorandum showing the objects to be obtained by constructing the dumping board as designed, also set of drawings of same.

Resolution adopted by the Commissioners of the Sinking Fund recommending the above issue of corporate stock.

Which were referred to the Committee on Corporate Stock Budget.

Department of Street Cleaning—Suggested Plan for Removal of Snow (Cal. No. 13).

The Secretary presented a communication, dated March 9, 1914, from F. M. McClintic, Manager of the Regent Theatre of New York, submitting a plan for the removal of snow by equipping the curbstones in every important street with heavy metal, which could be connected with an electric current of sufficient voltage to melt snow as it fell and at the same time protect the curb from wear.

Which was referred to the Committee on Street Cleaning.

Department of Parks, Borough of The Bronx—Erection of a Building for the Accommodation of Athletic Teams at Van Courtlandt Park (Cal. No. 14).

The Secretary presented a communication from the Congregation of the Society of Friends, dated March 4, 1914, calling the attention of the Board to the lack of dressing rooms at Van Courtlandt Park and urging the erection of a building for the accommodation of athletic teams using said park.

Which was referred to the Commissioner of Parks, Borough of The Bronx.

College of Commerce and Administration and Museum of Commerce and Civics—Legislation on Establishment of (Cal. No. 15).

The Secretary presented a communication from Assistant Corporation Counsel Edward J. McGoldrick, dated March 6, 1914, advising the Board that the bill introduced in the Legislature, authorizing and empowering The City of New York to establish and maintain a college of commerce and administration and museum of commerce and civics and to provide a site therefor, has been reported favorably by the committees of both houses.

Which was ordered filed.

International Union of Cities—Acknowledgment of Receipt of Membership Fee and Making Suggestions in Regard to Representation at Panama-Pacific Exposition (Cal. No. 16).

The Secretary presented a Communication from Mr. Emil Vinck, of Brussels, Belgium, acknowledging receipt of the sum of $50, representing the membership fee of The City of New York in the International Union of Cities and making certain suggestions with regard to the representation of this Association at the Panama-Pacific Exposition.

(On January 23, 1914, the Board adopted a resolution requesting the Secretary to draw a voucher for the sum of $50 in favor of the above Association for payment of the membership fee of The City of New York.)

Which was ordered filed.

Department of Docks and Ferries—Discontinuance of Proceedings for the Acquisition of Property Between 39th and 40th Streets and Beween 40th and 41st Streets, Borough of Manhattan (Cal. No. 17).

The Secretary presented a communication from the Commissioner of Docks, dated March 6, 1914, requesting, in accordance with the suggestion of the Corporation Counsel, that the Board of Estimate discontinue, under the authority of section 1000 of the Charter, the preceeding for the acquisition of bulkhead and wharf property on the North River between 39th and 40th streets and between 40th and 41st streets.

(At a meeting of the Board of Docks, held June 11, 1891, resolutions were adopted requesting the Corporation Counsel to institute proceedings for the acquisition of the above property.)

(On May 16, 1895, a resolution was adopted by the Board of Docks requesting the Corporation Counsel to *discontinue* any action which he may have commenced for the acquisition of this property, which request it appears has never been complied with.)

Mr. Banton Moore appeared and requested an adjournment of two weeks.

The matter was laid over for two weeks (March 27, 1914).

Board of Estimate and Apportionment, Efficiency and Budget Advisory Staff—Resignation of Simon T. McNally, Efficiency Inspector (Cal. No. 18).

The Secretary presented the following communication from the Efficiency Engineer in Charge of the Efficiency and Budget Advisory Staff, submitting the resignation of Simon T. McNally, Efficiency Examiner, dated February 10, 1914, and recommending the acceptance of same:

City of New York, Board of Estimate and Apportionment, Efficiency and Budget Advisory Staff, 51 Chambers Street, February 24, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor of The City of New York:*

Sir—I transmit herewith the resignation of Simon T. McNally, Efficiency Inspector, originally appointed to this Staff as Efficiency Examiner with compensation of $125 per month, and since the first of January employed under the title of Efficiency Inspector, at $100 per month.

I would respectfully recommend the acceptance of this resignation by the Board of Estimate and Apportionment at its next meeting, the resignation to be effecive as of February 5, 1914.

I attach hereto resolution covering the necessary action by the Board in this matter.

Respectfully, BENJAMIN F. WELTON, Efficiency Engineer in Charge.

City of New York, Board of Estimate and Apportionment, Efficiency and Budget Advisory Staff, 51 Chambers Street, February 10, 1914.

Mr. BENJAMIN F. WELTON, Efficiency Engineer in Charge:

Dear Sir—I herewith tender you my resignation as a member of your staff in the capacity of Efficiency Examiner, and hoping this will meet with your approval, I am, Respectfully yours, SIMON T. McNALLY.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby accepts the resignation of Simon T. McNally, Efficiency Inspector in the Efficiency and Budget Advisory Staff, same to take effect at the close of business February 5, 1914.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

President, Borough of Queens—Issue of Corporate Stock (Cal. No. 19).

The Secretary presented report of the Committee on Corporate Stock Budget, referring to the request of the President of the Borough of Queens for an appropriation 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, Arverne, Borough of Queens.

The Committee recommends that no appropriation be made for the above purpose until proper surveys are made and that the property adjacent to the streets be filled in by the owners to the present street bulkhead, which will remove the necessity for the construction of wing walls, and insure against a recurrence of the conditions now existing. It is suggested that the streets be made safe to protect the City and that the cost be paid from maintenance.

(On January 9, 1914, this request was referred to the above Committee.)

(On February 20, 1914, the above report was laid over for two weeks and on March 6, 1914, for one week.)

Which was laid over three weeks (April 3, 1914).

Department of Docks and Ferries—Discontinuance of Proceedings for the Acquisition of Propery Between 28th and 36th Streets, and 57th and 61st Streets, Brooklyn (Cal. No. 20).

The Secretary presented a report of the Comptroller, recommending that the request of the Commissioner of Docks for the discontinuance of the condemnation proceedings authorized February 8, 1907, for the acquisition of property known as Parcels Nos. 1, 2, 3 and 4, between 28th and 36th streets, and between 57th and 61st streets, Brooklyn, until such time as the marginal railway is in operation and the water-front conditions in that vicinity have been readjusted, be granted.

(On November 20, 1913, a communication from the Commissioner of Docks on this subject was referred to the Comptroller for a report, and at various meetings since said date consideration of this matter was deferred, and on January 30, 1914, the report of the Comptroller, as above, was laid over to February 6, 1914.)

(On February 6, 1914, the Board was served with a Summons, Complaint and Order to Show Cause, in the action of Clarence Kenyon vs. The Mayor et al., constituting the Board of Estimate and Apportionment, why said Board should not be restrained and enjoined from discontinuing the above condemnation proceedings, and the matter was laid over for two weeks, and on February 20, 1914, for one week.)

(At a special meeting of the Board held February 26, 1914, a communication was presented from the Law Department advising the Board that the application in the above action was denied. There was also presented a certified copy of resolution, adopted by the Commissioners of the Sinking Fund on February 26, 1914, rescinding its resolution adopted April 17, 1907, consenting to the institution of condemnation proceedings for the acquisition of water-front property between 28th and 36th streets and 57th and 61st streets, Borough of Brooklyn.)

(At said special meeting of February 26, 1914, the Board adopted resolutions discontinuing the proceedings for the acquisition of wharf property, etc., between 28th and 36th streets and 57th and 61st streets, Brooklyn, and rescinding its resolution adopted February 7, 1907, authorizing the institution of said proceedings.)

(At the meeting of the Board held February 27, 1914, this matter was laid over for one week.)

(On March 6, 1914, Mr. Frank Moss, attorney for Clarence Kenyon, submitted proposed resolutions, amending the resolutions adopted by the Board on February 26, 1914, which were referred to the Comptroller for conference with the Corporation Counsel, and for report at the next meeting of the Board.)

Mr. Frank Moss appeared and made a statement relative to his client's position in the premises.

On motion, the papers were ordered filed.

President, Borough of Richmond—Care of Certain Roads, Borough of Richmond (Cal. No. 21).

The Secretary presented a report of the Committee consisting of the Chief Engineer of the Board, the Principal Assistant Engineer of the Department of Finance, and the Borough Consulting Engineers, to which was referred on October 30, 1913, the communication of the President of the Borough of Richmond asking that provision be made for the care of certain roads in the Borough of Richmond for which no funds were allowed in the Budget for 1914.

(On January 30, 1914, the above matter was referred to the Committee on Assessments, and on February 6, 1914, was referred to the Committee on Tax Budget for report to the Board on February 20, 1914.)

(On February 20 and 27, 1914, the matter was laid over for one week.)

(On March 6, 1914, this matter was again laid over and the Committee on Tax Budget requested to report in one week.)

Which was laid over one week (March 20, 1914).

President, Borough of Brooklyn—Modification of Schedule (Cal. No. 22).

The Secretary presented a communication from the Acting Commissioner of Public Works, Borough of Brooklyn, dated February 10, 1914, requesting the modification of a schedule for 1914, and the following substitute report of the Comptroller, dated March 9, 1914, recommending approval thereof:

(On February 27 and again on March 6, 1914, this matter was laid over for one week.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 10, 1914, the President of the Borough of Brooklyn requested modification of a salary schedule in his office for the year 1914. In connection therewith I report as follows:

In Personal, Salaries, Regular Employees, Care of Sewers, No. 557, Executive, the line Stenographer and Typewriter, 2 at $1,200, is changed to read:

Stenographer and Typewriter	$1,200 00
Stenographer and Typewriter	900 00
Balance unassigned	300 00

It is proposed to reduce a vacant position of Stenographer and Typewriter from $1,200 to $900, and schedule $300 in balance unassigned.

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 hereby approves of the schedule, as revised, for the office of the President of the Borough of Brooklyn for the year 1914, to be effective as of February 1, 1914, as follows:

PRESIDENT OF THE BOROUGH OF BROOKLYN.

Personal Service, Salaries Regular Employees, Care of Sewers.

557	Executive—	
	Superintendent	5,000 00
	Assistant Superintendent, Maintenance and Repairs	2,250 00
	Clerk	2,550 00
	Clerk, 2 at $2,100	4,200 00
	Clerk	1,800 00
	Clerk, 2 at $1,650	3,300 00
	Clerk	1,200 00
	Clerk	900 00
	Stenographer and Typewriter	1,200 00
	Stenographer and Typewriter	900 00
	Inspectors Sewer Connections, 12 at $1,200	14,400 00
	Messenger	1,050 00
	Auto Engineman	1,200 00
	Balance unassigned	300 00
	Schedule total	$40,250 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

President, Borough of Queens—Establishment of Grade of Position of Janitor (Cal. No. 23).

The Secretary presented a communication from the President, Borough of Queens, dated January 12, 1914, requesting the establishment of the position of Janitor, with salary at the rate of $1,500 per annum, for one incumbent, and the following report of the Committee on Salaries and Grades, recommending the denial thereof:

(On January 16, 1914, the request of the Borough President for the establishment of this grade was referred to the Committee on Salaries and Grades.)

(On February 27 and March 6, 1914, this matter was laid over for one week.)

Department of Finance, City of New York, Bureau of Municipal Investigation and statistics, February 16, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 12, 1914, the President of the Borough of Queens requested establishment in his office, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Janitor, at $1,500 per annum, for one incumbent. In connection therewith we report as follows:

This establishment is requested for James P. Baker, Janitor, at $1,200 per annum. Mr. Baker is the Janitor of the Borough Hall Building in Long Island City, which has a floor space of 31,660 square feet. There are 13 Laborers and Cleaners assigned to this building.

The Janitor of the Hall of Records, which has a floor space of 167,000 square feet and 48 employees, receives $1,200 per annum; the Janitor of the County Court House, which has a floor space of 82,000 square feet and 51 employees, receives $1,200 per annum, and the Janitor of the City Court, which has a floor space of 34,920 square feet and 22 employees, receives $1,050 per annum. The average salary paid to the 36 Janitors employed under the Presidents of the various boroughs is less than $1,200 per annum.

In view of the foregoing facts, we recommend that the request be denied.

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 President, Borough of Queens, as set forth in a communication dated January 12, 1914, for the establishment of the grade of position of Janitor with compensation at the rate of fifteen hundred dollars ($1,500) per annum, for one incumbent.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—12.

Negative—The President of the Borough of Queens—1.

The Secretary was directed to transmit a copy of the report of the Committee on Salaries and Grades to the President of the Borough of Queens.

Board of Estimate and Apportionment, Committee on Organization—Establishment of Additional Positions and Grades of Positions (Cal. No. 24).

(On February 27 and March 6, 1914, this matter was laid over one week.)

The Secretary presented the following report of the Committee on Organization of the Board of Estimate and Apportionment, recommending the establishment of additional positions and grades of positions:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—At the meeting of the Board of Estimate and Apportionment held on February 20, 1914, the Board adopted a report of the Committee on Organization recommending the establishment of positions in the Board of Estimate for the Bureau of Contract Supervision and the Bureau of Standards. The force recommended was a minimum force and represented only what would be necessary to establish the bureaus.

It was the understanding when these bureaus were established that they would take over work now being down in the Department of Finance and by the Committee on Standardization of Salaries and Grades. It was expected that the necessary force would be obtained largely by transfer and that the transfers to be made, after the establishment of the bureaus, would depend on the volume of work assigned to the bureaus.

Since the report of the Committee on Organization was adopted last week, the needs of the two bureaus have been given more thorough study and it appears that a larger force will have to be transferred than was at first believed to be necessary.

The engineering force for the Bureau of Contract Supervision will probably be sufficient to carry out the programme laid down for that bureau, but it may be that an additional Examiner will be necessary.

In view of the fact that a large volume of work in connection with the tax budget will be required of the Bureau of Standards it seems necessary now to make better provision for that bureau. We recommend the following additional positions.

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$3,500 00	1
Expert Accountant	3,000 00	1
Examiner	3,000 00	1
Clerk	1,950 00	1
Clerk	1,500 00	1

The positions of Clerk at $1,950 and $1,500 are already established for an unlimited number of incumbents in the Board of Estimate and Apportionment. We recommend that the Board of Aldermen be requested to establish in the Board of Estimate and Apportionment positions as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$4,000 00	1
Expert Accountant	3,500 00	1
Expert Accountant	3,000 00	1
Examiner	3,000 00	1

In the schedule of positions approved last week for the Bureau of Standards there appears a position of Examiner at $4,000. This place was intended to cover a transfer from the Department of Finance, but we find that the employee holding that position has the title of Expert Accountant and we therefore ask that the schedule for the Bureau of Standards be revised by inserting instead of the position of Examiner at $4,000, Expert Accountant at $4,000.

In the schedule of positions approved last week for the Bureau of Contract Supervision provision was made for a Clerk at $1,800. This was intended to provide for the transfer of an employee whose title has been changed to "Examiner," which is more appropriate. We therefore recommend the establishment of the grade of Examiner, $1,800, for one incumbent, as a substitute for the Clerk, $1,800.

All the additional positions recommended are intended for men now holding salaries under the same titles and the same rates as recommended.

Two of the positions of Expert Accountants are held by men now in the competitive service, the position of Expert Accountant, at $4,000, is an exempt position in the Department of Finance. In order that it may be continued as an exempt

position in the Board of Estimate the Municipal Civil Service Commission should be requested to exempt it there.

It is intended to request the Board of Estimate and Apportionment to fill two of the positions of Examiner at $3,000, approved last week, with employees now holding exempt positions at the same rate of salary. We recommend that the Civil Service Commission be requested to exempt the positions of Examiner, at $3,000, for two incumbents, and the position of Expert Accountant, at $4,000, in the Board of Estimate and Apportionment.

These recommendations are made in order to make it possible for the two Bureaus to employ men now doing the same work that will be required in the new Bureaus. What is recommended is simply a transfer of personnel with the work so far as these three positions are concerned.

The adoption of the attached resolutions will carry our recommendations into effect. Respectfully,

JOHN PURROY MITCHEL, Mayor; WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Organization.

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 recommends to the Board of Aldermen the establishment in the office of the Board of Estimate and Apportionment of the positions and grades of positions, in addition to those heretofore established, and in addition to those included in the resolution adopted February 20, 1914, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$3,500 00	1
Expert Accountant	3,000 00	1
Examiner	3,000 00	1

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby requests the Municipal Civil Service Commission to exempt from the competitive class positions in the Board of Estimate and Apportionment as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$4,000 00	1
Examiner	3,000 00	2

—provided that such exemption shall take effect upon the establishment by the Board of Aldermen of the positions herein named.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on February 20, 1914, 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 Board of Estimate and Apportionment of the grades of positions, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Director	$6,000 00	2
Assistant Engineer	4,500 00	2
Assistant Engineer	3,000 00	3
Assistant Engineer	2,400 00	3
Assistant Engineer	1,950 00	1
Engineer	2,700 00	1
Mechanical Engineer	2,400 00	1
Electrical Engineer	4,000 00	1
Engineer Inspector	1,800 00	2
Draftsman	1,650 00	1
Draftsman	1,500 00	1
Draftsman	1,350 00	4
Draftsman	1,200 00	4
Inspector	1,650 00	1
Photographer	1,200 00	1
Salary and Grade Examiner	3,000 00	2
Salary and Grade Examiner	2,400 00	4
Salary and Grade Examiner	2,100 00	2
Examiner	4,000 00	1
Examiner	3,500 00	2
Examiner	3,000 00	4
Examiner	2,100 00	2
Examiner	2,400 00	1
Clerk	2,100 00	1
Clerk	1,800 00	1
Clerk	1,650 00	1
Clerk	1,200 00	2
Clerk	1,050 00	1

—be and the same is hereby *amended by eliminating the line Examiner at* $4,000 *and substituting in place thereof the line Expert Accountant at* $4,000 *and by eliminating the line Clerk at* $1,800 *and substituting in place thereof the line Examiner at* $1,800.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Amendments to Sections 176 and 422 of the Charter in Relation to Street Improvement Fund and Fund for Street and Park Openings (Cal. No. 25).

The Comptroller presented the following memoranda relative to the proposed amendments to sections 176 and 422 of the Charter in relation to the Street Improvement Fund and the Fund for Street and Park Openings:

Memorandum Relative to Legislative Bill Proposing to Credit Penalties on Deferred Payments of Assessments for Street Improvements to the General Fund for the Reduction of Taxation.

A few days ago the Comptroller caused to be drafted and sent to the Assistant Corporation Counsel representing the City in Albany, for introduction in the Legislature, a bill to amend section 422 of the Greater New York Charter. A copy of this bill as drafted is presented herewith. Its purpose is to permit future collection of interest, or penalties as they are generally termed, on deferred payments of assessments pertaining to the street improvement fund to be credited to the general fund for the reduction of taxation in accordance with the provisions of section 216 of the Charter. Under section 422 these revenues are now, and have been since consolidation, credited to the street improvement fund.

Careful consideration of this subject fails to disclose any justification (except the mandatory provision of the Charter) for the crediting of these items to the street improvement fund while, on the other hand, every logical conclusion tends to confirm the wisdom and necessity for the course permitted by the proposed amendment.

No other kindred fund so far as penalties are concerned, is administered in the manner now provided by the Charter with reference to the street improvement fund. Penalties on the deferred payments of taxes, when collected, are credited to the general fund. Likewise are penalties on the deferred payments of assessments pertaining to the fund for street and park openings. In fact, so were the penalties on the deferred payments of assessments pertaining to the street improvement fund prior to consolidation, January 1, 1898.

From the interviews had by a representative of the Comptroller with several of those who participated in framing the Revised Charter, it would seem that the hope was entertained by them that these revenues would in a measure at least offset the deficiencies in the street improvement fund due to the non-payment of assessments levied against property owned by the City, the assumption by the City of the proportionate share of the cost of certain improvements, amounts assessed in excess of 50 per cent. of the assessed valuation of privately owned property, and cancellations, vacations, etc., of assessments. Yet, it is significant that the Charter specifically provides for the reimbursement of the fund on account of these deficiencies by the issuance of corporate stock, and before consolidation by the issuance of City improvement stock. (See sections 176 and 422 of the Charter and chapter 410, Laws of 1882.) The funding of the deficiencies in the manner provided by law has long been neglected, only a very small proportion of the amount due the fund ever having been paid from the proceeds of City stock.

There is now a large book surplus in the fund because of the accretions of penalties as well as interest on advances to contractors included in the assessments since June 10, 1880. The disposition of this surplus, together with that found to exist in the street and park opening fund, has been considered by this department, and another Charter amendment, with this purpose in view, has been presented to the Legislature for enactment. The facts relative to these surpluses and the features of the proposed amendment designed to correct the situation will be explained in another report submitted by me to your Board on this date.

The penalties collected and credited to the street improvement fund for the sixteen years since consolidation averages over $325,000 a year, while the collections for the more recent years are substantially in excess of that sum. The following statement shows the revenues from this source by years, and the figures indicate that they may be expected to continue to increase in proportion to the constantly growing volume of street improvement work.

1898	$270,854 11	1907	$200,071 08
1899	339,576 26	1908	249,130 49
1900	191,912 18	1909	539,531 06
1901	172,723 96	1910	481,841 98
1902	210,175 34	1911	619,407 68
1903	218,363 44	1912	457,865 60
1904	282,941 44	1913	489,322 49
1905	348,512 77		
1906	203,321 46	Total	$5,275,551 31

Viewing this matter as a practical fiscal proposition, the present course of crediting penalties to the street improvement fund is unjustified. Particularly so when we are reminded that the interest on assessment bonds, issued to replenish the fund, is annually charged in the Budget and considered in the tax levy. On December 31, 1913, there were outstanding assessment fund bonds issued for street improvement purposes to the amount of $23,639,229.49, carrying an annual interest charge of $884,493.08, representing approximately one point on the tax rate, which, as previously stated, is provided for by the Budget and not borne by the fund.

It would seem most fair that the penalty now credited to the fund be utilized toward meeting the interest charges on the bonds issued to replenish the fund. This probably prompts the suggestion that the present practice of crediting the fund with the collections of the penalties, as provided by section 422 of the Charter, be continued, but that this fund be charged with the interest disbursements on the assessment bonds instead of making them an annual budgetary charge as previously mentioned. All that may be said in favor of this plan is that it affords a more equitable arrangement for the application of the penalties than the present method.

One of the many objections to this suggestion which may be raised is that it creates another distinction in the administration of this fund as compared to kindred funds, for no other local improvement fund is charged with the interest on the bonds pertaining to that fund; furthermore, it brings into the fund additional variable elements that render more difficult the maintenance of the fund upon a practical and scientific basis. The very existence of these revenues in the fund has been in the past, and if continued must in the future be a constant temptation to the City authorities to evade the City's obligations to the fund.

The City occupies a dual relation to this fund, firstly, as a banker; secondly, as a debtor. In the first instance the City is called upon to advance sufficient money to provide cash for initial improvements authorized to be paid for out of the fund. This is represented in assessment bonds, redeemable out of collections of assessments, whether levied against property privately owned or that owned by the City. As a debtor the City should fund by the issuance of corporate stock the amounts due from it. Only in this way can the fund be operated on a scientific basis. It would be more satisfactory if the interest on advances could also be eliminated, but practically this cannot be done previous to the actual collections. To credit the general fund with the amounts represented in interest on advances as cash, previous to the collection of the assessments would be unsound, inasmuch as many of the assessments may not be paid for several years after their confirmation. Therefore, it is proposed in the bill amending section 176, herein previously referred to, to have the Comptroller submit from time to time a statement to the Board of Estimate and Apportionment setting forth in detail the condition of the street improvement fund, the said Board being empowered to transfer any surplus existing in such fund to the general fund for the reduction of taxation.

Division of Expert Accounting, Department of Finance, March 6, 1914.

Memorandum Relative to Proposed Method of Disposing of Surplus in Street Improvement Fund and Fund for Street and Park Openings.

Transmitted herewith, for your information, please find copy of a draft of a bill entitled:

"An Act to amend the Greater New York Charter, in relation to the application of surpluses in local improvement funds and the payment of assessments imposed upon the City of New York";

—which the Comptroller requested the Assistant Corporation Counsel, representing the City in Albany, to present to the Legislature for enactment.

The necessity for some action which would permit of disposing of surpluses of the above nature was made evident by facts brought to light as a result of an analysis made in the Division of Expert Accounting of this Department of the Street Improvement Fund and Fund for Street and Park Openings, in connection with an examination of various accounts for general ledger purposes.

The examination showed in the case of the Street Improvement Fund, for example, that there was a book surplus of approximately $14,000,000, if we considered as an asset the amounts due from the City to the fund for assessments imposed upon City property, as provided for in section 176 of the present Charter, and for deficiencies (due to the City assuming part of the cost of improvements, and to vacations, cancellations, etc.), as provided for in section 422. Both sections, it may be noted, provide for the issue of corporate stock to pay the City's obligations to the fund.

Except for an issue of corporate stock in 1904 to the amount of $1,000,000, of which $546,686.07 was applied to pay the City's proportionate cost of the construction of the 155th street viaduct (not a Street Improvement Fund matter) and the balance held for the purpose of paying assessments imposed against the City in the event of sale, so that a clear title could be given to purchasers from the City, no action had been taken up to December 31, 1913, to pay either class of the City's obligations (except in two instances, where, through special legislation, the deficiencies in connection with certain improvements were payable through budgetary appropriations), although the balance of the issue referred to has since that date been applied to the payment of assessments directly imposed against City property.

The statements below show approximately the assets and liabilities of the Street Improvement Fund as at December 31, 1913, as well as composition of the surplus which has accumulated:

STREET IMPROVEMENT FUND.

Statement of Assets and Liabilities as at December 31, 1913.

(Subject to Final Corrections.)

Assets.

Advances (less retained payment to contractors, unpaid awards, etc.)		$13,952,652 32
Assessments Receivable—		
On outside property	$11,753,970 52	
On City property	4,167,631 09	
		15,921,601 61
Cash		234,606 34

Amounts Due from City:		
Assessments on City property	$4,167,631 09	
Deficiencies in assessments	6,608,811 85	
Deficiencies on account of cancellations, etc.	1,377,465 04	
Total due from City	$12,153,907 98	
Less assessments on City property included in assessments receivable	4,167,631 09	7,986,276 89
Total assets		$38,095,137 16
Liabilities.		
Bonds outstanding		$23,639,229 49
Surplus		14,455,907 67
Total liabilities and surplus		$38,095,137 16

Composition of Surplus, Street Improvement Fund.

Interest Profits.		
Penalty on account delayed payments of assessments	$5,275,551 31	
Interest on advances to contractors, 1880 to 1913, inclusive	7,063,834 34	
Interest on installments (section 1019a, Charter)	16,401 57	$12,355,787 22
Other Surplus Elements.		
Premium on bonds		72,931 70
Miscellaneous credits		1,627 25
Transferred from old Street Improvement Fund (cash balance)		1,503,372 94
Unlocated surplus elements		522,188 56
		$14,455,907 67

It will be noted that the City owed the fund, as at date given, approximately $12,000,000, not including a considerable sum that has been advanced from the fund on account of the City during the past two years in connection with certain improvements, the cost of which was apportioned between the City, the Boroughs and the property immediately benefited, as provided by the Gerhardt Law, known as chapter 679, Laws of 1911. It would seem that the City's share of the cost of these improvements should have been provided by the issuance of corporate stock. It will also be seen that the profits, the major portion of which were derived from penalty on delayed payments of assessments and interest charged on advances to contractors amounted to approximately $14,000,000.

The amount due from the City had assumed such proportions through its failure to meet its obligations in the past that it was not considered wise to fund those obligations by the issue of corporate stock, which would burden future taxpayers with sinking fund and interest charges due to past delinquencies, and, therefore, the legislative bill referred to was designed in part to permit of applying the surplus in the fund to the cancellation of the City's indebtedness to it.

The account known as Fund for Street and Park Openings has not been analyzed beyond December 31, 1912, but the below shown statements give approximately the assets, liabilities and surplus as at that date, as well as the manner in which the surplus was produced:

FUND FOR STREET AND PARK OPENINGS.

Statement of Assets and Liabilities as at December 31, 1912.

(Subject to Final Corrections.)

Assets.		
Advances—		
Assessments in transit	$4,619,503 74	
Taxed costs advances	687,044 16	
Expenses advanced to Bureau of Street Openings and Borough Presidents	1,014,078 30	$6,320,626 20
Assessments Receivable—		
On outside property		5,975,683 81
On City property		2,300,906 31
Cash		209,459 46
Total		$14,806,675 78
Liabilities.		
Awards payable	$2,699,819 21	
Assessment bonds outstanding	3,174,000 00	5,873,819 21
Surplus		$8,932,856 57
Credits.		
Cash transferred from Assessment Fund April 28, 1885. (The law crediting the fund for street and park openings took effect on this date.)	$102,038 13	
Special revenue bonds	15,890,411 64	
Consolidated stock	2,647,639 66	
Corporate stock	50,540,936 03	
Premiums on corporate stock	719,035 21	
Premiums on assessment bonds	18,285 90	
Appropriations	10,778,582 84	$80,696,929 41
Contra Items for Which No Assessments Are Levied.		
Deficiencies (total cost of proceedings borne by the City)	$58,956,273 97	
Lands purchased	3,375,000 00	
Interest on awards	8,819,688 87	
Cancellations of assessments	577,057 40	
Discontinued proceedings (estimated)	36,052 60	71,764,072 84
Surplus		$8,932,856 57

In explanation of the above statement it may be said that it was the custom to replenish the fund for Street and Park Openings by budget appropriations (from 1885 to 1905) and by proceeds of special revenue bonds (from 1894 to 1904), although apparently this was not for the purpose of funding specific deficiencies caused by the City assuming the cost of proceedings in whole or in part, but to provide the estimated requirements to meet the cash obligations of the fund for each ensuing year. This conclusion is made absolutely certain because, although since 1899, corporate stock has been specifically issued for such deficiencies (in striking contrast to the administration of the street improvement fund in this respect), the replenishing of the fund by using the proceeds of sales of special revenue bonds and budget appropriations was continued to 1904 and 1905, respectively. As a result of this method of financing the fund, the amount provided by budget appropriations and special revenue bonds was $18,365,655.44 in excess of deficiencies not provided for by the issue of corporate stock. This was, however, reduced by disbursements for interest on awards from date of report to date of payment (section 1001, City Charter), amounting to $8,819,688.87, which, under the law, was not included in the assessments. It was further reduced by the cancellation of assessments ($577,057.40) and discontinued proceedings ($36,052.60) for which there were not offsets, leaving a net surplus of $8,932,856.57.

Included in the assessments receivable are assessments upon City-owned property amounting to $2,300,906.31 at the date of the last search in 1913, which, under section 176 of the Charter, should have been paid through the issue of corporate stock but which the proposed bill, which is subject of this communication, provides, may be liquidated through the application of a part of the existing surplus.

The proposed bill further provides that any surpluses remaining after the liquidation of the City's indebtedness to the before-mentioned funds may, upon application of the Comptroller, approved by the Board of Estimate and Apportionment, be transferred to the general fund for the reduction of taxation. This would, in a measure, provide for a restitution to the City of some of the money paid from budget funds for interest on assessment bonds.

The rule in the future should be, in the cases of both funds, that the City must meet its obligations for assessments imposed upon City property and for deficiencies (arising either from the City assuming part of the cost or from vacations, cancellations, etc.), by the issue of corporate stock. Section 176 of the City Charter, if amended as proposed, will still provide for this.

Not only is this just and equitable but by this means a more conservative and economical administration of the laws governing local improvement will be assured. When the Board of Estimate and Apportionment assumes, on behalf of the City, to bear a portion of the cost of an improvement it should at the same time take into account the ultimate effect upon the City's debt. This has not been consistently done in the past and hence the accumulation of deficiencies that now confronts us.

The new measure will enable us to avoid the necessity of funding obligations which have accumulated from prior periods by applying the necessary part of the existing surpluses thereto, and permit of using the balance of these surpluses to the reduction of taxation, as well as using such surpluses as may accumulate in the future.

It is desired to discontinue the present practice of crediting the penalty on deferred payments of assessments to the street improvement fund, but this has been made the subject of a separate communication to your Board on this date. Providing this profit element is not permitted to enter the street improvement there will still accrue yearly a profit from the interest charged on advances made to contractors and included in the assessment lists, which, under the proposed amended act, can be disposed of to the advantage of the taxpayers generally.

Division of Expert Accounting, Department of Finance, March 6, 1914.

STATE OF NEW YORK—No. 1138; INT. 1065.

In Assembly, March 2, 1914.

Introduced by Mr. Brennan—(by unanimous consent)—Read Once and Referred to the Committee on Affairs of Cities.

An Act to Amend the Greater New York Charter, in Relation to the Funds for Street and Park Openings and for Street Improvement Funds.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section one hundred and seventy-six of the Greater New York charter, as re-enacted by chapter four hundred and sixty-six of the laws of nineteen hundred and one, is hereby amended to read as follows:

Sec. 176. *It shall be lawful for the comptroller, when authorized by the board of estimate and apportionment, to apply the whole or any part of the surplus existing, or that which may hereafter arise, in the funds known and designated as the fund for street and park openings and the street improvement fund, toward the liquidation of the then existing indebtedness of the city of New York to the aforementioned funds, and such like funds for local improvements, by reason of the amounts properly chargeable to said city and legally payable to said funds as provided by this act, when said surplus shall be ascertained, and a statement thereof duly certified by the comptroller to the board of estimate and apportionment, and upon the liquidation of the items comprising the city's indebtedness to the aforesaid funds, the comptroller shall mark the city's books and assessment rolls in accordance with such determination of said board. If there be a surplus or surpluses remaining after the full discharge and liquidation of said city's indebtedness to said funds, as herein provided, then such surplus or surplusses so remaining, or any part thereof, shall, with the approval of the board of estimate and apportionment, be transferred to the general fund for the reduction of taxation.* It shall be the duty of and lawful for the comptroller when thereto authorized by the board of estimate and apportionment to issue such amounts of the corporate stock of The City of New York as shall be necessary to provide the funds to enable said comptroller to pay any and all assessments and expenses imposed, or that may hereafter be imposed directly or indirectly upon The City of New York, by reason of the laying out, opening, regulating and grading or improving any and all streets, roads, avenues, public parks, squares or places, or the construction of sewers, and out of the proceeds of said stock to pay such assessments and expenses.

Section 2. Section four hundred and twenty-two of such charter, as amended by chapter five hundred and twenty-seven of the laws of nineteen hundred and twelve, is hereby amended to read as follows:

Sec. 422. When a contract for a public improvement shall have been entered into and a certified copy thereof shall have been filed with the comptroller, in conformity with section four hundred and nineteen of this act, said comptroller is hereby authorized and directed to pay to the contractor or his assigns, from time to time as the work progresses, eighty-five per centum of the estimated value of the work actually done under said contract, until the same shall have been completed. The estimate of the value of any such work shall be signed by the surveyor and also by the chief engineer of the department having the matter in charge, and upon the final completion of any contract and filing of the certificate of completion, the comptroller shall, within thirty days thereafter, or within thirty days after the expiration of the time within which, according to the terms of the contract, the city has to accept such work, pay to the contractor or his assigns, the balance of the amount due under said contract, provided, however, that the board of aldermen, upon the recommendation of the board of estimate and apportionment, may authorize contracts for asphalt or other pavement to be made, with a guaranty upon the part of the contractor for one or more years, with a provision for the retention of a percentage of the amount to be paid, which shall be paid within thirty days after the expiration of the guaranty, upon the filing of a certificate signed by the chief engineer of the department having the matter in charge that the terms of the contract have been complied with. The payments to be made by the comptroller pursuant to this section shall be made out of the street improvement fund, if the cost and expense of said work are to be assessed in whole or in part upon property deemed to be benefited thereby. The amounts collected from any and all assessments for local improvements paid out of such fund, [together with all defaults and interest on the same,] are to be paid into said fund. It shall be the duty of, and lawful for the comptroller, when thereto authorized by the board of estimate and apportionment to create and issue such additional amounts of the corporate stock of the city of New York as shall be necessary to provide for the cost and expense of such work, or such part thereof as is to be borne and paid by the city of New York; and the proceeds of the sale of such stock shall pe paid into the street improvement fund.

Section 3. This act shall take effect July first, nineteen hundred and fourteen.

Explanation—Matter in *italics* is new; matter in brackets [ ] is old law to be omitted.

The Comptroller offered the following resolution:

Resolved, That the Board of Estimate and Apportionment of the City of New York hereby accepts as a City measure, Assembly Bill No. 1138, Introductory No. 1065, entitled: "An Act to amend the Greater New York Charter in relation to the Funds for Street and Park Openings and for Street Improvement," except that the amendment to section 422 of the Charter, which eliminates from such section the words "together with all defaults and interest on the same" be omitted, and that said section be allowed to stand with those words included. And be it further

Resolved, That the Corporation Counsel be and is hereby requested to urge the passage of said bill as so modified.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Education—Modification of Schedule (Cal. No. 26).

The Secretary presented a report of the Comptroller recommending the modification of salary schedules for the Department of Education for the year 1914, by transferring a Clerk from one schedule to another, and further recommending that the request for the modification of the schedules involving increases in salaries be denied.

(On March 6, 1914, the above report was laid over for one week.)

This matter was disposed of as Cal. No. 60.

New York Sewer Plan Commission—Provision of Funds to Meet Expenses of (Cal. No. 27).

The Secretary presented a report of the Committee on City Plan relative to the provision of funds to meet the expenses of the New York Sewer Plan Commission.

The Committee reports that it believes that the work of the Sewer Plan Commission should be carried on without interruption and that the Commission should be prepared to take over and make the best use of the records and accumulated data of the Metropolitan Sewerage Commission, which has repeatedly said that its work would be completed by May 1 of the present year. The New York Sewer Plan Commission is doing important work in the investigation of plans prepared by the Borough authorities involving sewer outlets and sewage treatment plans which, while located in one Borough, may seriously affect the solution of the sewerage problems in other Bor-

oughs. The Committee believes that this work should be continuous and should not depend upon occasion authorizations of corporate stock, and therefore recommends an issue of special revenue bonds in the sum of $12,000 to cover the expenses of the Commission for the remainder of this year, and that provision hereafter be made for the Commission in the Tax Budget.

(On November 26, 1913, the request of the Commission for an appropriation for its expenses was referred to the Committee on Corporate Stock Budget.)

(On February 20, 1914, this matter was, upon recommendation of the Corporate Stock Budget Committee, referred to the Committee on City Plan.)

(On March 6, 1914, the above report was laid over for one week.)

Which was laid over one week (March 20, 1914).

Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—Issues of Corporate Stock for Repaving (Cal. No. 28).

(At the meeting held March 6, 1914, the Committee on Corporate Stock Budget were requested to report at this meeting on the authorization of corporate stock for repaving.)

The Secretary presented the following:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 11, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—The Borough Presidents have requested corporate stock in various sums for the repaving of streets during the year 1914.

There appears to be an immediate necessity except in Queens, for a partial allowance, pending an investigation and a determination as to the total allowance to be made to each Borough. It has been determined that the amounts allowed shall be as follows:

Manhattan	$1,000,000 00
Brooklyn	650,000 00
The Bronx	110,000 00
Richmond	150,000 00
	$1,910,000 00

We recommend the adoption of the attached resolutions granting the requests, as stated. 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 sections 169 and 176 of the Greater New York Charter, as amended by chapter 563 of the Laws of 1902, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, in the manner provided for by section 169, to the amount of one million dollars ($1,000,000), maturing not more than ten (10) years after date of issue, the proceeds to the amount of the par value thereof to be applied to the repaving of streets and avenues in the Borough of Manhattan, City of New York, under the jurisdiction of the President of the Borough of Manhattan:

Provided, however, that no contract shall be made for repaving any street or avenue unless the President of the Borough of Manhattan, having charge thereof, submits to the Comptroller with such contract, evidence showing that the original pavement on such street or avenue was laid at the expense of the abutting property owners or by local taxation or by bond issues paid by the locality before consolidation, unless the Board of Estimate and Apportionment shall otherwise determine upon presentation of the facts and circumstances affecting such street or avenue.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 169 and 176 of the Greater New York Charter, as amended by chapter 563 of the Laws of 1902, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, in the manner provided for by section 169, to the amount of six hundred and fifty thousand dollars ($650,000), maturing not more than ten (10) years after date of issue, the proceeds to the amount of the par value thereof to be applied to the repaving of streets and avenues in the Borough of Brooklyn, City of New York, under the jurisdiction of the President of the Borough of Brooklyn.

Provided, however, that no contract shall be made for repaving any street or avenue unless the President of the Borough of Brooklyn, having charge thereof, submits to the Comptroller with such contract, evidence showing that the original pavement on such street or avenue was laid at the expense of the abutting property owners or by local taxation or by bond issues paid by the locality before consolidation, unless the Board of Estimate and Apportionment shall otherwise determine upon presentation of the facts and circumstances affecting such street or avenue.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That, pursuant to the provisions of sections 169 and 176 of the Greater New York Charter, as amended by chapter 563 of the Laws of 1902, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, in the manner provided for by section 169, to the amount of one hundred and ten thousand dollars ($110,000), maturing not more than ten (10) years after date of issue, the proceeds to the amount of the par value thereof to be applied to the repaving of streets and avenues in the Borough of The Bronx, City of New York, under the jurisdiction of the President of the Borough of The Bronx.

Provided, however, that no contract shall be made for repaving any street or avenue unless the President of the Borough of The Bronx, having charge thereof, submits to the Comptroller with such contract, evidence showing that the original pavement on such street or avenue was laid at the expense of the abutting property owners or by local taxation or by bond issues paid by the locality before consolidation, unless the Board of Estimate and Apportionment shall otherwise determine upon presentation of the facts and circumstances affecting such street or avenue.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That, pursuant to the provisions of sections 169 and 176 of the Greater New York Charter, as amended by chapter 563 of the Laws of 1902, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York in the manner provided for by section 169, to the amount of one hundred and fifty thousand dollars ($150,000), maturing not more than ten (10) years after date of issue, the proceeds to the amount of the par value thereof to be applied to the repaving of streets and avenues in the Borough of Richmond, City of New York, under the jurisdiction of the President of the Borough of Richmond.

Provided, however, that no contract shall be made for repaving any street or avenue unless the President of the Borough of Richmond, having charge thereof, submits to the Comptroller with such contract, evidence showing that the original pavement on such street or avenue was laid at the expense of the abutting property owners or by local taxation or by bond issues paid by the locality before consolidation, unless the Board of Estimate and Apportionment shall otherwise determine upon presentation of the facts and circumstances affecting such street or avenue.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Transfers of Appropriations (Cal. No. 29-A).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated November 21, 1914, requesting transfers within the appropriations to said Department for the years 1903 to 1908, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On November 21, 1912, the Commissioner of Water Supply, Gas and Electricity requested transfers aggregating $90,152.87 within appropriations made to his Department for the years 1903 to 1908, inclusive. At the time this request was made an examination of the condition of certain accounts to be debited apparently showed that the funds requested by the Commissioner were not available for transfer. Action on the request was therefore deferred pending a reconcilation of these accounts. I now report as follows:

The credit transfers are to appropriations made for lighting purposes in the Boroughs of Manhattan, The Bronx and Queens, as follows:

1903,	No. 34	Lamps and Lighting, Manhattan and The Bronx	$6,963 45
1904,	No. 43	Lamps and Lighting, Manhattan and The Bronx	25,121 20
1905,	No. 56	Lamps and Lighting, Manhattan and The Bronx	33,372 95
1906,	No. 78	Lamps and Lighting, Manhattan and The Bronx	5,177 94
1907,	No. 135	Street and Park Lighting, Manhattan and The Bronx	3,707 40
1907,	No. 136	Lighting Public Buildings, Manhattan and The Bronx	1,341 77
1908,	No. 284	Street and Park Lighting, Manhattan and The Bronx	9,661 30
1908,	No. 285	Lighting Public Buildings, Manhattan and The Bronx	4,652 99
1908,	No. 297	Lighting Public Buildings, Queens	153 87
			$90,152 87

The Commissioner's representative states:

"The funds transferred to the various Manhattan appropriation accounts are needed to pay the balances due the Consolidated Gas Company and affiliated companies, payment on account of which had been made by your Department on or about April 4, 1910, and said transfers have been taken from the Brooklyn appropriation accounts for several years; the reserve which this Department has been withholding for this very purpose.

"As to the necessity of adding to the appropriation accounts in Manhattan and The Bronx, for several years this has been exhausted by the fact that in the settlement made by and between the City and the Consolidated Gas Company, this Department through its appropriations in the Bureau of Lamps and Lighting, paid various accounts which properly should not have been transmitted by this Department, but under instructions from the Department of Finance, and in order to facilitate the liquidation of the said agreement, this Department certified from its own funds the payment of various departments, the lighting for which was not within the jurisdiction of this Department."

The debit transfers are all from lighting accounts for the Borough of Brooklyn and cover balances held in reserve pending verification of the amounts needed to settle the accounts of the several lighting companies, which claims were adjusted by the City by a compromise agreement entered into during 1910.

In order that the bills now awaiting payment may be settled, 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 Water Supply, Gas and Electricity for the years 1903 to 1908, inclusive, as follows:

FROM

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

1903,	No. 36	Lamps and Lighting, Brooklyn	$6,963 45
1904,	No. 48	Lamps and Lighting, Brooklyn	25,121 20
1905,	No. 59	Lamps and Lighting, Brooklyn	33,372 95
1906,	No. 86	Lamps and Lighting, Brooklyn	5,177 94
1907,	No. 146	Lamps and Lighting, Street Lamps, Brooklyn	3,707 40
1907,	No. 150	Lamps and Lighting, Heat and Power for City Departments, etc., Brooklyn	1,341 77
1908,	No. 290	Street and Park Lighting, Brooklyn	9,661 30
1908,	No. 291	Lighting Public Buildings, Brooklyn	4,806 86
			$90,152 87

TO

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

1903,	No. 34	Lamps and Lighting, Manhattan and The Bronx	$6,963 45
1904,	No. 43	Lamps and Lighting, Manhattan and The Bronx	25,121 20
1905,	No. 56	Lamps and Lighting, Manhattan and The Bronx	33,372 95
1906,	No. 78	Lamps and Lighting, Manhattan and The Bronx	5,177 94
1907,	No. 135	Street and Park Lighting, Manhattan and The Bronx	3,707 40
1907,	No. 136	Lighting Public Buildings, Manhattan and The Bronx	1,341 77
1908,	No. 284	Street and Park Lighting, Manhattan and The Bronx	9,661 30
1908,	No. 285	Lighting Public Buildings, Manhattan and The Bronx	4,652 99
1908,	No. 297	Lighting Public Buildings, Queens	153 87
			$90,152 87

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Education—Modification of Schedules and Transfer of Appropriation (Cal. No. 29-B).

The Secretary presented a resolution of the Board of Education, adopted February 11, 1914, requesting a transfer within the appropriation for 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 6, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 11, 1914, the Board of Education requested transfer of $975 within appropriation for the Special School Fund for 1914. In connection therewith I report as follows:

The proposed transfer is from Contract or Open Order Service, General Repairs, No. 935, Borough of Queens, to Purchase of Equipment, Motor Vehicles and Equipment, No. 898, Purchase and Storage of Supplies. It is for the purpose of providing funds to purchase a new runabout for Mr. Collins, Deputy Superintendent of School Buildings, Queens. The old machine has been in constant use since 1908, and it is worn out. The Budget for 1914 allowed $1,213.08 for general repairs in public schools 69 and 70, Queens, which old buildings have now been abandoned. It is feasible therefore to apply a part of such allowance to the purchase of the new machine, as proproposed; $550 is, in my opinion, sufficient for the purchase of a "runabout."

I recommend the adoption of the attached resolution granting the request to the amount stated.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Education for the year 1914, as follows:

FROM

Contract or Open Order Service, General Repairs.

935	Borough of Queens	$550 00

TO

Purchase of Equipment, Motor Vehicles and Equipment.

898	Purchase and Storage of Supplies	$550 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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 1914, as follows:

Contract or Open Order Service, General Repairs.

935 Borough of Queens..... $131,381 00

Purchase of Equipment, Motor Vehicles and Equipment.

898. Purchase and Storage of Supplies..... 958 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Modification of Schedules and Transfer of Appropriation (Cal. No. 29-C).

The Secretary presented a communication from the Commissioner of Water Supply, Gas and Electricity, dated February 13, 1914, requesting a transfer within the appropriation for 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 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13, 1914, the Commissioner of Water Supply, Gas and Electricity, requested transfers aggregating $13,775 within the appropriation made to his department for the year 1913. In connection therewith I report as follows:

The Commissioner has submitted memoranda showing the status of the several accounts, on the date of the request, and a list of bills on file not now provided for. The requested credit items are in the following accounts:

S—426, Materials, General Plant Materials, Water Supply, 795TW, Pumping, Water Revenue Allowance. Requested credit $150. The unexpended balance is $32.10, with bill of the Chatwin Supply Company, $164.83, for pipe, unprovided for.

S—432, Contract or Open Order Service, General Repairs, Water Supply, 804TW, Distribution, Water Revenue Allowance. Requested credit, $300. The unencumbered balance is $689.10, with bills thus far received from the President, Borough of Brooklyn, for restoring payments, to the amount of $765.95 unprovided.

S—445, Contract or Open Order Service, Transportation, Carfare, Water Supply, 858TW, Collection and Storage, Water Revenue Allowance. Requested credit, $75. The unexpended balance is $14.61, with carfares for December, 1913, amounting to $77.85, unpaid.

S—452, Contract or Open Order Service, Communication, Telephone Service, Water Supply, 871W, Executive, Water Revenue Allowance. Requested credit, $500. Bills of the New York Telephone Company for December, 1913, service amount to $514.02. The available balance is $25.45.

S—461. Fixed Charges and Contributions, Water Supply, Collection and Storage, 891TW, Taxes, Water Revenue Allowance. Requested credit, $12,000. A bill of $12,700.13 for taxes, Town of Hempstead, 1913, is awaiting payment. The available balance is $935.16.

795TW, Materials, General Plant Materials, Water Supply, Pumping. Requested credit, $100. The available balance is $102.09. A bill of the Nason Manufacturing Company, $141.58, for materials delivered to pumping stations, Borough of Queens, is awaiting payment.

803TW, Contract or Open Order Service, General Repairs, Water Supply, Pumping. This account is exhausted. A credit of $25 is requested for petty bills receivable.

804TW, Contract or Open Order Service, General Repairs, Water Supply, Distribution. Requested credit, $25. The balance in this account is $7.83. A bill of $26.60, for pavement repairs, Borough of Richmond, is unprovided for.

860TW, Contract or Open Order Service, Transportation, Carfare, Water Supply, Distribution. Requested credit, $75. Unpaid bills for carfares, Borough of Queens, amount to $80.35. The available balance is $14.38.

862TW, Contract or Open Order Service, Transportation, Carfare, Water Revenue Collection. Requested credit, $75. Unpaid carfares for December, 1913, Borough of The Bronx, amount to $104.36. The available balance is $38.08.

870, Contract or Open Order Service, Communication, Telephone Service, Administration, Executive. Requested credit, $400. Bills for telephone service for December, 1914, exceed the contract reserve by $594.73. The available balance is $194.90.

886, Contingencies, Administration, Executive. Unpaid bills amount to $45, with an available balance of $2.78. A credit of $50 is requested.

Small balances over the known liabilities in the several accounts are requested to provide for minor items not yet received, or adjustments of existing liabilities. The debit items are in accounts in which there are balances available for 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 hereby approves of transfer of funds appropriated to the Department of Water Supply, Gas and Electricity for the year 1913, from the Brooklyn water revenues for said year, as follows:

FROM

S-385	Supplies, Forage and Veterinary Supplies, Water Supply, 733TW, Distribution, Water Revenue Allowance	$2,400 00
S-398	Supplies, General Plant Supplies, Water Supply, Colection and Storage, 758TW, General Water Revenue Allowance	700 00
S-405	Purchase of Equipment, Office Equipment, Water Revenue Collection, 767W, General Water Revenue Allowance	5,200 00
S-408	Purchase of Equipment, Motorless Vehicles and Equipment, Water Supply, 771W, Pumping, Water Revenue Allowance	50 00
S-409	Purchase of Equipment, Motorless Vehicles and Equipment, Water Supply, 772W, Distribution, Water Revenue Allowance	200 00
S-416	Purchase of Equipment, Wearing Apparel, Water Supply, 783TW, Distribution, Water Revenue Allowance	230 90
S-419	Purchase of Equipment, General Plant Equipment, Water Supply, 787TW, Distribution, Water Revenue Allowance	500 00
S-423	Materials, Building Materials, Water Supply, 792TW, Pumping, Water Revenue Allowance	74 16
S-424	Materials, Building Materials, Water Supply, 793TW, Distribution, Water Revenue Allowance	234 68
S-427	Materials, General Plant Materials, Water Supply, Distribution, 796TW, General, Water Revenue Allowance	735 26
S-428	Materials, General Plant Materials, Water Revenue Collection, 798TW, Water Revenue Allowance	900 00
S-453	Contracts or Open Order Service, General Plant Service, Water Supply, 875TW, Water Revenue Allowance	1,000 00
S-460	Contingencies, Water Revenue, Collection, 888TW, Water Revenue Allowance	800 00
		$13,025 00

TO

S-426	Materials, General Plant Materials, Water Supply, 795TW, Pumping, Water Revenue Allowance	$150 00
S-432	Contract or Open Order Service, General Repairs, Water Supply, 804TW, Distribution, Water Revenue Allowance	300 00
S-445	Contract or Open Order Service, Transportation, Carfare, Water Supply, 858TW, Collection and Storage, Water Revenue Allowance	75 00
S-452	Contract or Open Order Service, Communication, Telephone Service, Water Supply, 871W, Executive, Water Revenue Allowance	500 00
S-461	Fixed Charges and Contributions, Water Supply, Collection and Storage, 891TW, Taxes, Water Revenue Allowance	12,000 00
		$13,025 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Charter, hereby approves of transfer of funds appropriated to the Department of Water Supply, Gas and Electricity for the year 1913, as follows:

FROM

Supplies, General Plant Supplies, Water Supply.

759TW Pumping, Tax Levy Allowance..... $250 00

Contract or Open Order Service, Communication, Telephone Service, Water Supply.

872 Pumping 500 00

$750 00

TO

Materials, General Plant Materials, Water Supply.

795TW Pumping, Tax Levy Allowance..... $100 00

Contract or Open Order Service, General Repairs, Water Supply.

803TW Pumping, Tax Levy Allowance..... 25 00

Contract or Open Order Service, General Repairs, Water Supply.

804TW Distribution, Tax Levy Allowance..... 25 00

Contract or Open Order Service, Transportation, Carfare, Water Supply.

860TW Distribution, Tax Levy Allowance..... 75 00

Contract or Open Order Service, Transportation, Carfare, Water Revenue Collection.

862TW Tax Levy Allowance 75 00

Contract or Open Order Service, Communication, Telephone Service, Administration.

870 Executive 400 00

Contingencies, Administration

886 Executive 50 00

$750 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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.

Supplies, Forage and Veterinary Supplies, Water Supply.

733TW Distribution—

Tax Levy Allowance	$10 00
Water Revenue Allowance	3,674 13
Total Allowance	$3,684 13

Supplies, General Plant Supplies, Water Supply, Collection and Storage.

758TW General—

Tax Levy Allowance	$455 50
Water Revenue Allowance	864 38
Total Allowance	$1,319 88

Supplies, General Plant Supplies, Water Supply.

759TW Pumping—

Tax Levy Allowance	$5,065 70
Water Revenue Allowance	5,279 92
Total Allowance	$10,345 62

Purchase of Equipment, Office Equipment, Water Revenue Collection.

767W	General	$7,075 65
	Water Revenue Allowance	7,075 65

Purchase of Equipment, Motorless Vehicles and Equipment, Water Supply.

771W	Pumping	.....

Purchase of Equipment, Motorless Vehicles and Equipment, Water Supply.

772W	Distribution	.....

Purchase of Equipment, Wearing Apparel, Water Supply.

783TW Distribution—

Tax Levy Allowance	$1,329 00
Water Revenue Allowance	709 10
Total Allowance	$2,038 10

Purchase of Equipment, General Plant Equipment, Water Supply.

787TW Distribution—

Tax Levy Allowance	$2,530 50
Water Revenue Allowance	2,162 00
Total Allowance	$4,692 50

Materials, Building Materials, Water Supply.

792TW Pumping—

Tax Levy Allowance	$1,280 00
Water Revenue Allowance	555 84
Total Allowance	$1,835 84

Materials, Building Materials, Water Supply.

793TW Distribution—

Tax Levy Allowance	$934 00
Water Revenue Allowance	1,038 32
Total Allowance	$2,072 32

Materials, General Plant Materials, Water Supply.

795TW Pumping—

Tax Levy Allowance	$5,961 13
Water Revenue Allowance	9,797 00
Total Allowance	$15,758 13

Materials, General Plant Materials, Water Supply, Distribution.

796TW General—

Tax Levy Allowance	$7,777 00
Water Revenue Allowance	10,804 74
Total allowance	$18,581 74

Materials, General Plant Materials.

798TW Water Revenue Collection—

Tax Levy Allowance	$350 00
Water Revenue Allowance	155 00
Total Allowance	$505 00

Contract or Open Order Service, General Repairs, Water Supply.

803TW Pumping—

Tax Levy Allowance	$20,805 00
Water Revenue Allowance	47,771 57
Total Allowance	$68,576 57

Contract or Open Order Service, General Repairs, Water Supply.

804TW Distribution—

Repairs to Hydrants, Mains and Valves	$4,000 00
General	7,075 00
Repairs to Pavements (Maintenance, Brooklyn)	10,300 00
Repairs to Pavements (Extension of Distribution)	7,500 00
Schedule Total	$28,875 00
Tax Levy Allowance	$7,875 00
Water Revenue Allowance	13,500 00
Corporate Stock Allowance	7,500 00
Total Allowance	$28,875 00

Contract or Open Order Service, Transportation, Carfare, Water Supply.

858TW Collection and Storage—

Tax Levy Allowance	$2,000 00
Water Revenue Allowance	1,425 00
Total Allowance	$3,425 00

Contract or Open Order Service, Transportation, Carfare, Water Supply.

860TW Distribution—

Tax Levy Allowance	$2,225 00
Water Revenue Allowance	650 00
Total Allowance	$2,875 00

Contract or Open Order Service, Transportation, Carfare.

862TW Water Revenue Collection—

Tax Levy Allowance	$5,175 00
Water Revenue Allowance	3,499 20
Total Allowance	$8,674 20

Contract or Open Order Service, Communication, Telephone Service, Administration.

870 Executive	$13,755 00

Contract or Open Order Service, Communication, Telephone Service, Water Supply.

871W Executive	$6,525 00
Water Revenue Allowance	6,525 00

Contract or Open Order Service, Communication, Telephone Service, Water Supply.

872 Pumping	$21,500 00

Contract or Open Order Service, General Plant Service, Water Supply.

875TW Water Supply—

Executive	75 00
Collection and Storage	2,200 00
Pumping:	
General	380 00
Driven Well Systems (Queens)	23,500 00
Distribution:	
Purchase of Water	154,900 00
Cleaning Water Mains	19,000 00
Rental of Fire Hydrants	114,070 00
Schedule Total	$314,125 00
Tax Levy Allowance	$223,470 00
Water Revenue Allowance	67,155 00
Special Revenue Bond Allowance	23,500 00
Total Allowance	$314,125 00

Contingencies, Administration.

886 Executive	$2,007 50

Contingencies.

888 Water Revenue Collection—

Tax Levy Allowance	$200 00
Water Revenue Allowance	175 00
Total Allowance	$375 00

Fixed Charges and Contributions, Water Supply.

891TW Collection and Storage—

Taxes	$207,850 00
Tax Levy Allowance	$145,000 00
Water Revenue Allowance	62,850 00
Total Allowance	$207,850 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Supreme Court, Kings County; County Court, Kings County—Modification of Schedules and Transfers of Appropriations (Cal. No. 29-D).

The Secretary presented a communication from the Chief Clerk, County Court, Kings County, dated February 16, 1914, requesting transfer within the appropriations for said Court for 1913, 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 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 16, 1914, the Chief Clerk of the County Court of Kings County requested transfer of $156.87 to accounts established for the Court for the year 1913. In connection therewith I report as follows:

It is proposed by transfer to provide funds to liquidate deficits of $80 in Personal Service, No. 3763, Wages, Temporary Employees, and $76.87 in Supplies, No. 3765, Office Supplies.

In No. 3765 there is a cash balance of $9.73. Liabilities against the account are $60 for ice and water for November and December. Additional expense was incurred for the items by furnishing water for witnesses. Emergency stationery required to comply with law cost $26.60.

Transfer of the unencumbered balance of $1.20 in Purchase of Equipment, No. 3766, Office Equipment; $17.13 in Contract or Open Order Service, Transportation, No. 3768, Carfare, and $1.53 in No. 3769, Contingencies; the unencumbered and intact appropriation of $50 to Contract or Open Order Service, No. 3767, General Repairs, and $7.01 of the intact and unencumbered appropriation to Fixed Charges and Contributions, No. 3770, Advertising, to No. 3765 will permit the payment of outstanding bills for supplies.

The allowance of $500 for Interpreters in No. 3763, Wages, Temporary Employees, is exhausted. There remains a liability of $80 for services of Interpreters used by the Grand Jury. Transfer of the remaining balances in the accounts of the Court to No. 3763 to meet this liability in part, under the conditions governing the administration of the 1913 Budget, is not permissible.

In the Supreme Court, Second Department, in account No. 3747, Wages, Temporary Employees, there is an unencumbered balance available for transfer.

On February 21, 1914, the General Clerk of the Supreme Court orally consented to the transfer of $80 of the amount to the County Court. This transfer will cover the deficit in No. 3763.

I recommend the adoption of the four resolutions attached granting the request as indicated herein. 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 to the County Court, Kings County, of funds appropriated to the Supreme Court, Second Department (Kings County), for the year 1913, as follows:

FROM

SUPREME COURT, SECOND DEPARTMENT.

Personal Service, Administration.

3747 Wages Temporary Employees	$80 00

TO

COUNTY COURT, KINGS COUNTY.

Personal Service.

3763 Wages Temporary Employees	$80 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised for the Supreme Court, Second Department, for the year 1913, as follows:

SUPREME COURT, SECOND DEPARTMENT.

Personal Service, Administration.

3747 Wages Temporary Employees—Interpreter, at $5 per day (54 days)	$270 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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 County Court of Kings County, for the year 1913, as follows:

COUNTY COURT, KINGS COUNTY.

FROM

Purchase of Equipment.

3766 Office Equipment	$1 20

Contract or Open Order Service.

3767 General Repairs	50 00

Transportation—

3768 Carfare	17 13
3769 Contingencies	1 53

Fixed Charges and Contributions.

3770 Advertising	7 01
	$76 87

TO

Supplies.

3765 Office Supplies	$76 87

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the County Court, Kings County, for the year 1913, as follows:

COUNTY COURT, KINGS COUNTY.

Personal Service.

3763 Wages Temporary Employees—Special Interpreter, at $5 per day (116 days)	$580 00

Supplies.

3765 Office Supplies	724 37

Purchase of Equipment.

3766 Office Equipment	181 30

Contract or Open Order Service.

3767 General Repairs	.....

Transportation—

3768 Carfare	261 87
3769 Contingencies	173 47

Fixed Charges and Contributions.

3770 Advertising	17 99

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Supreme Court, Second Department—Modification of Schedule (Cal. No. 30).

The Secretary presented a communication from the General Clerk of the Supreme Court, Second Department, dated July 10, 1914, notifying the Board of the Appointment of a Stenographer and Attendants and increases is the salaries of Attendants, together with the following report of the Comptroller recommending approval of a schedule to provide for same.

(On February 20, 1914, the communication from the General Clerk of the Supreme Court, Second Department, was referred to the Comptroller.)

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 10, 1914, the General Clerk of the Supreme Court, Second Department, requested that funds be provided for the payment of the salaries of an additional Stenographer and six additional Attendants and for salary increases for two Attendants, in the Court, from March 1 to December 31, 1914. In connection therewith I report as follows:

On January 30, 1914, the Justices of the Supreme Court residing in Kings County adopted resolutions appointing an additional Stenographer at $3,600 per annum and six additional Attendants at $1,500 per annum each in the Supreme Court, Kings County, from March 1, 1914, all of whom have been duly certified by the State Civil Service Commission, and increasing the salaries of William A. Wallace and Hugh B. O'Connor, Attendants in the Court, from $1.800 to $2,000 per annum each, from March 1, 1914.

The appointments and increase are authorized by the following statutes:

Subdivision 1 of Section 161 of the Judiciary Law, which provides that, "The Justices of the Supreme Court, residing in the County of Kings, or a majority of them, may appoint and at pleasure remove sixteen Stenographers."

Subdivision 1 of section 316 of the Judiciary Law, which provides that "the Stenographers appointed pursuant to section one hundred and sixty-one of this chapter, by the Justices of the Supreme Court residing in the County of Kings, shall each receive an annual salary to be fixed by said Justices, and the expense thereof shall be raised with the annual tax levy as a county charge," and chapter 826 of the Laws of 1913, amending chapter 182 of the Laws of 1911, and section 168 of the Judiciary Law, which provides that "the Justices of the Supreme Court for the Second Judicial District residing in Kings County, or a majority of them, * * * may appoint, and at pleasure remove, all Clerks, Attendants, Messengers and Court Officers in the Supreme Court (in said county), and fix their compensation except where such compensation is fixed by law;" * * *.

These changes increase the total annual rate for salaries in the Court by $13,000. In the account involved, Supreme Court, Second Department, Personal Service, No. 3465, Salaries Regular Employees, an unassigned balance of $700 is available. Additional

funds in the sum of $10,250 will be needed for the payment of salaries from March 1 to December 31, 1914.

Payment of the foregoing salaries as fixed is mandatory. Under subdivision 7, section 188 of the Greater New York Charter, the Comptroller will therefore provide for the deficiency indicated.

I recommend the adoption of the attached resolution modifying schedule No.3465.

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 Supreme Court, Second Department, for the year 1914, to be effective as of March 1, 1914, as follows:

SUPREME COURT, SECOND DEPARTMENT.

Personal Service.

		Paid from Tax Levy Appropriation.	Paid from Special Revenue Bonds.	Total.
3465	Salaries Regular Employees—			
	Justices, 15 at $7,500	$112,500 00	.....	$112,500 00
	General Clerk	5,000 00	.....	5,000 00
	Assistant General Clerk	3,500 00	.....	3,500 00
	Clerk	4,000 00	.....	4,000 00
	Clerk, 4 at $3,500	14,000 00	.....	14,000 00
	Clerk, 11 at $3,000	33,000 00	.....	33,000 00
	Clerk, 2 at $2,500	5,000 00	.....	5,000 00
	Assistant Clerk, 18 at $2,000	36,000 00	.....	36,000 00
	Clerk to Justice, 10 at $2,750	27,500 00	.....	27,500 00
	Stenographer, 13 at $3,600	43,500 00	$3,300 00	46,800 00
	Confidential Attendant	3,000 00	.....	3,000 00
	Chief Attendant	3,000 00	.....	3,000 00
	Attendant, 13 at $2,000	26,000 00	.....	26,000 00
	Attendant, 16 at $1,800	28,800 00	.....	28,800 00
	Attendant, 16 at $1,500	15,000 00	9,000 00	24,000 00
	Interpreter, 4 at $2,500	10,000 00	.....	10,000 00
	Interpreter (Scandinavian)	1,500 00	.....	1,500 00
	Interpreter (Italian)	1,500 00	.....	1,500 00
	Typewriter Operator	1,500 00	.....	1,500 00
	Schedule total			$386,600 00
	Tax levy allowance			$374,300 00
	Rate of special revenue bond allowance			12,300 00
	Total allowance			$386,600 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Modification of Schedule (Cal. No. 31).

The Secretary presented communications from the Department of Water Supply, Gas and Electricity, dated February 13 and 27, 1914, requesting the modification of a schedule 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 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13 and 27, 1914, the Commissioner of Water Supply, Gas and Electricity requested modification of a salary schedule in his department for 1914. In connection therewith I report as follows:

In Personal Service, Salaries, Regular Employees, Water Revenue Collection, No. 2169, Tax Levy Force, the lines "Cashier, 2 at $2,500," and "Inspector, 3 at $1,500," are changed to "Cashier, 1 at $2,500," and "Inspector, 4 at $1,500." The line, "Chief of Meter Testing and Repairs, 1 at $1,500," is eliminated.

A position of Cashier, at $2,500, and a position of Chief of Meter Testing and Repairs, at $1,500, are vacant. The Commissioner proposes to reduce the vacant position of Cashier, at $2,500, to an Inspector, at $1,500, and place the latter in charge of the Meter Testing Station at the 24th street Repair Yard, Manhattan, thus eliminating the necessity of filling the vacancy in the position of Chief of Meter Testing and Repairs.

The $2,500 thus released is to be scheduled as "Balance Unassigned (to be transferred)."

Modification as of March 1, 1914 is requested

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.
2169	Cashier, 2 at $2,500	$2,500 00	.....	$2,083 34	.....
	Chief of Meter Testing and Repairs, 1 at $1,500	1,500 00	.....	1,250 00	.....
	Inspector, 3 at $1,500	.....	1,500 00	.....	1,250 00
	Balance Unassigned (to be transferred)	.....	2,500 00	.....	2,083 34
		$4,000 00	$4,000 00	$3,333 34	$3,333 34

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 hereby approves of a schedule, as revised, for the Department of Water Supply, Gas and Electricity, for the year 1914, to be effective, as of March 1, 1914, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Personal Service, Salaries, Regular Employees, Water Revenue Collection.

2169	Tax Levy Force—	
	Water Register	$6,000 00
	Auditor	4,500 00
	Expert Accountant	3,000 00
	Cashier	2,500 00
	Cashier, 2 at $1,500	3,000 00
	Clerk, 2 at $2,250	4,500 00
	Clerk, 2 at $2,100	4,200 00
	Clerk, 1 at $1,950	1,950 00
	Clerk, 3 at $1,800	5,400 00
	Clerk, 8 at $1,650	13,200 00
	Clerk, 9 at $1,500	13,500 00
	Clerk, 7 at $1,350	9,450 00
	Clerk, 8 at $1,200	9,600 00
	Clerk, 31 at $1,050	32,550 00
	Clerk, 85 at $900	76,500 00
	Clerk, 1 at $300	300 00
	Bookkeeper	1,350 00
	Bookkeeper, 3 at $1,200	3,600 00
	Stenographer and Typewriter, 4 at $1,200	4,800 00
	Stenographer and Typewriter, 6 at $1,050	6,300 00
	Stenographer and Typewriter, 3 at $900	2,700 00
	Typewriting Copyist, 3 at $900	2,700 00
	Typewriting Copyist, 3 at $750	2,250 00
	Inspector, 2 at $1,650	3,300 00
	Inspector, 4 at $1,500	6,000 00
	Inspector, 9 at $1,350	12,150 00
	Inspector, 22 at $1,200	26,400 00
	Inspector, 121 at $1,100	133,100 00
	Foreman	900 00
	Telephone Operator	900 00
	Automobile Engineman	1,200 00
	Pilot	1,200 00
	Balance unassigned (to be transferred)	2,500 00
	Schedule Total	$401,500 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Education—Modification of Schedules and Transfer of Appropriation (Cal. No. 32).

The Secretary presented resolutions adopted by the Board of Education February 2, 1914, requesting the modification of schedules for 1914 and an appropriation of $18,000 by transfer or otherwise, and the following report of the Comptroller recommending approval thereof, and the modification of schedules:

Department of Finance, Comptroller's Office, March 2, 1914.

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

Gentlemen—At the request of the Committee on Finance and the Board of Education, an allotment, not exceeding $6,000 from the 1913 Budget appropriation entitled "Special School Fund No. 3454, Acounting Force," for the employment of twelve additional Clerks, Bookkeepers or Statisticians in the Bureau of Supplies was approved by resolution of the Board of Estimate and Apportionment, October 9, 1913. Owing, however, to indeterminate discussions as to the proper division of the functions appertaining to the administration of school supplies, no appointments pursuant to this resolution were made in 1913. Item No. 853 of the 1914 Budget contains an appropriation of $18,000 for these employees under the caption of Audit and Accounts. Further discussion among the educational authorities and with the Comptroller and his representatives led to a recommendation by the Committee on Finance of the Department of Education that a transfer of this sum to No. 856, Purchase and Storage of Supplies, be requested. The Board of Education adopted this report February 2, 1914, and passed a resolution to request the transfer recommended, together with an appropriation, by the Board of Estimate and Apportionment, of an equal sum for the salaries of twelve employees under the same title in the office of the Auditor of the Department, for services in connection with the audit and examination of the accounts of the Bureau of Supplies. This may fairly be characterized as an evasion of the issue. The report of the Committee on Finance which it confirmed expressed agreement with the opinion of the School Inquiry experts that the Auditor of the Board should maintain controlling accounts over the Supply Bureau, and this concurrence is the only indication given of the grounds of the request for a duplication of employees. It can hardly be supposed that a complete duplication of records is contemplated.

The accounting side of the Bureau of Supplies was fully treated in the report of Mr. Everett W. Stewart to the Committee on School Inquiry under date of December 4, 1911, and of an extended section of the Goodnow-Howe report. The two reports are fully in agreement that: The functions of the Superintendent of Supplies are confined to the purchase, storage and distribution of supplies; these functions have been performed with very creditable efficiency, hampered by inadequate help; the accounts of the Bureau, on the other hand, are vulnerable at every point; the Auditor of the Department should maintain controlling accounts over the Bureau of Supplies and any surplus or shortage be dealt with in accordance with the methods of modern accounting science; the Superintendent of Supplies should furnish monthly totals of deliveries, in quantity and value, and the Auditor balance these against receipted requisitions. The Stewart report also strongly advocates the "tariff" system which has been urged by Mr. Jones throughout his incumbency.

To avoid further delay in the appointment of these Clerks or other appointees, I have had inquiries made of Mr. Jones as to the exact character of the work expected from these persons and how far any proposed transfer of accounting functions to the Bureau of Audit would reduce his need of an additional office force. His reply to the first question is voluminous and multiform; to the latter brief and explicit, in effect, that all the twelve would be absolutely indispensable under any conceivable circumstances. He utterly repudiates any suggestion of a division of the force between himself and Mr. Cook, saying that he would rather have none than a part, as the present undermanned condition of his office is patent to the most casual observer and his repeated protests against it will exonerate him from blame for impending consequences disastrous to the schools. He refuses to consider any compromise that might even remotely imply admission of the sufficiency of a smaller number.

In this connection Mr. Jones stated that Mr. Cook had asked whether he would be content with six or with eight of the proposed force and he had indignantly refused. The statement may perhaps furnish some guide as to the Auditor's minimum needs in this matter, and it may have been in anticipation of such a use that the Superintendent broke off at this point, saying that he knows nothing of Mr. Cook's needs and that it is not the part of either or both of them to decide how the twelve Clerks shall be assigned. His view is that if the "rider" of the Department of Education resolution makes their assignment equivocal, the Comptroller should ask the President of the Board of Education to present by itself an explicit request for the transfer from No. 853 to 856.

Mr. Jones, on being asked what data not hitherto furnished the addition of the twelve would put him in a position to give the Budget Committee, dwelt largely upon the need of more and better-trained men to carry out the tariff system, which he considers absolutely essential to a proper administration of his office. He says that President Churchill is in sympathy with his advocacy of this system and that the Board of Superintendents is now working on it and may be expected soon to prescribe its use. When asked what reduction of his requirements would result from a proposed transfer of accounting responsibility to the Bureau of Audit and a continuance of the present per capita method of estimating the amount needed for supplies, he answered as above and made the following statements:

An expanding school system and the multiplication and growing complexity of the reports demanded by various authorities within and without the Department have imposed an intolerable burden of work upon an almost static office force. As an instance, the inventory of equipment recently prepared represented 237 days' work, more than six weeks' time of six of his more competent men. Meantime the current work of buying, receiving and distributing supplies is terribly in arrears and the records in a deplorable state. The work of 1913 is fully three months behind. Complaints that children have to provide their own stationery, etc., are well-founded, though there is no lack of funds or supplies. The explanation lies in a clerical force unable to cope with the current work. Several letters have been addressed to the Superintendent of Supplies by the Auditor, urging the speedy transmission of data needed for the 1913 financial report, still held up by their non-presentation. Much time has also been lost by the difficulty of securing Clerks, even for places fully authorized and provided for. For fifteen first-grade clerkships a hundred and fifty names were recently certified, and even then some vacancies remained unfilled, while several appointees resigned almost immediately or secured transfers to other Departments. The amount of overtime work required of all employees of the Department is said to have made it a spot to be shunned. On the ground of humanity and efficiency substantial relief is required. The additional force would render first aid to the regular routine of the office. Then, if of the right calibre, they would make possible some changes of method economical of time and labor and such as to produce the data needed by the Budget Committee.

Mr. Jones denies the relevancy of all proposals based on the theory of relief to his office by any transfer of functions to the Bureau of Audit. He says that no official action has been taken that excuses him from any of the things heretofore done or attempted. In refutation of the doctrine that his responsibility for school supplies ends with their receipt at the schools or offices, he cites paragraph 2, section 32 of the By-laws of the Board of Education. "He shall keep an account of the cost and the quantity delivered at each school and office," and paragraph 10: "An accurate inventory shall be made * * * each year * * * of the books and * * * supplies in every school under the jurisdiction of the Board." Full compliance with these by-laws seems to include the keeping of all supply accounts. Paragraph 3 of section 39 defines the auditor's duties as follows: "He shall cause to be kept a record of the payments of money on account of each school for any and all purposes, including supplies. The account of supplies shall be kept separately."

Mr. Jones regards the last sentence as an implication that all supply accounts originate in his bureau and those in the Bureau of Audit are merely transcripts of them. They are kept separate because of their different source. He admits the desirability of incorporating the supply accounts with others in the auditor's office, but asks how, without full accounts of his own, he could know whether requisitions from the schools were within the respective allotments, particularly under the tariff system.

The tariff system may be briefly described as the prescription of the maximum amount of each line of supplies that may be requisitioned for each pupil in each and every grade. The *per capita* system now in use allots, on the contrary, a maximum sum of money per pupil, estimated from the November registration, which may be expended at the discretion of the principal. At first thought, the two methods may seem much the same, the *per capita* allowance being the sum of the values of the quantity of each article estimated as necessary. The difference lies in the fact that the accounts with the separate schools now show only cost and give no aid in determining consumption or stock on hand. Mr. Jones further says that principals are strongly inclined to devote a disproportionate part of their allotment to some personal hobby, the result being a lack of the necessaries of school life and work. Under the tariff system not only would this be impossible, but it could be determined how much really is consumed of each class of supplies, and corrections of the theoretical allowance would be made from time to time. Of course the tariff should be sufficiently elastic to allow adaptations to the varying aptitudes and needs of nationality and environment. Many lines of supplies are now ordered in large amounts and afterwards discarded because of concentration on some other specialty. Accounts kept on a tariff basis would show at a glance the quantity of each sort already received by a school and the amount still allowable, would automatically produce an inventory and make it possible to insist that supplies on hand should be used, returned, or passed on to another school. Mr. Jones has always in view an easy transfer to this system and keeps such records of quantities as conditions permit. He wants his new employees to be of sufficient intelligence to make a critical analysis of requisitions, detect extravagance and adapt means to ends.

The Superintendent of Supplies is quite prepared to admit that there may be scope for improved methods of administration in his office but he finds no leisure for considering, still less for initiating, them. He says he has long desired and several times requested a skilled accountant or statistician, and given the necessary assistants, would gladly adopt any accounting system endorsed by the Department of Finance. With regard to the twelve clerk in question, he wishes to make it clear that all plans so far formulated relate exclusively to the elementary schools.

Giving due weight to all these representations and to the loss of time and the detriment caused by the delay in the appointment of these clerks authorized so long ago, it is recommended that their immediate appointment in the Bureau of Supplies be rendered possible. The first request of the Board of Education would thus be complied with. It would remain for that body to decide and state explicitly what increase in the work of the auditor's office and what decrease, if any, in that of the Superintendent of Supplies is contemplated. A request for a number of employees adapted to the performance of specific duties might then be in order.

Respectfully submitted, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the transfer of $18,000 appropriated for the year 1914, in the Special School Fund of the Department of Education, as follows:

FROM

853	Audit and Accounts	$18,000 00

TO

856	Purchase and Storage of Supplies	$18,000 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as modified, for the Department of Education for the year 1914, as follows:

Special School Fund, Personal Service, Salaries, Regular Employees, Administration.

853	Audit and Accounts—	
	Auditor	$5,500 00
	Clerk	3,500 00
	Clerk, 3 at $2,100	6,300 00
	Clerk	1,800 00
	Clerk, 5 at $1,500	7,500 00
	Clerk, 2 at $1,350	2,700 00
	Clerk, 6 at $1,200	7,200 00
	Clerk, 2 at $1,050	2,100 00
	Clerk, 6 at $900	5,400 00
	Clerk, 3 at $750	2,250 00
	Clerk, 3 at $600	1,800 00
	Clerk, 10 at $540	5,400 00
	Clerk, 2 at $420	840 00
	Clerk, 3 at $400	1,200 00
	Clerk, 7 at $300	2,100 00
	Stenographer and Typewriter	1,500 00
	Bookkeeper	2,600 00
	Examiner of Claims	2,100 00
	Examiner of Claims, 6 at $1,500	9,000 00
	Typewriting Accountant	1,050 00
	Typewriting Accountant	900 00
	Unassigned balance	10 00
	Schedule Total	$72,750 00
856	Purchase and Storage of Supplies—	
	Superintendent	$7,500 00
	Deputy Superintendent	3,600 00
	Deputy Superintendent	2,200 00
	Clerk	2,500 00
	Clerk	2,100 00
	Clerk	2,000 00
	Clerk	1,800 00
	Clerk	1,650 00
	Clerk, 3 at $1,500	4,500 00
	Clerk, 4 at $1,350	5,400 00
	Clerk, 6 at $1,200	7,200 00
	Clerk	1,150 00
	Clerk, 3 at $1,050	3,150 00
	Clerk, 5 at $900	4,500 00
	Clerk, 4 at $750	3,000 00
	Clerk, 9 at $540	4,860 00
	Clerk, 12 at $420	5,040 00
	Clerk, 15 at $300	4,500 00
	Bookkeeper	1,650 00
	Fuel Engineer	1,650 00
	Fuel Inspector	1,800 00
	Fuel Inspector, 2 at $1,500	3,000 00
	Fuel Inspector, 4 at $1,350	5,400 00
	Fuel Inspector	1,300 00
	Fuel Inspector, 4 at $1,150	4,600 00
	Stenographer and Typewriter	1,650 00
	Stenographer and Typewriter	1,500 00
	Stenographer and Typewriter, 4 at $1,050	4,200 00
	Stenographer and Typewriter	900 00
	Stenographer and Typewriter, 3 at $600	1,800 00
	Typewriting Copyist	1,050 00
	Typewriting Copyist, 2 at $600	1,200 00
	Chemist	1,200 00
	Orderly	1,500 00
	Orderly	750 00
	Toolman, 2 at $1,050	2,100 00
	Laborer	1,050 00
	Laborer, 7 at $900	6,300 00
	Laborer	750 00
	Laborer, 11 at $600	6,600 00
	Cleaner, 11 at $900	9,900 00
	Cleaner, 10 at $750	7,500 00
	Cleaner, 12 at $600	7,200 00
	Seamstress	900 00
	Gymnasium Attendant	1,500 00
	Auto Truck Engineman and Mechanic	1,200 00
	Auto Truck Driver, 3 at $1,050	3,150 00
	Auto Truck Helper (Cleaner), 2 at $600	1,200 00
	Clerk, Bookkeeper or Statistician, 12 at $1,500	18,000 00
	Balance Unassigned	720 00
	Schedule Total	$169,870 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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Department of Water Supply, Gas and Electricity—Modification of Schedule (Cal. No. 33).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated February 21, 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 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 21, 1914, the Commissioner of Water Supply, Gas and Electricity requested modification of a wages schedule in his Department for 1914. In connection therewith I report as follows:

The request is in Personal Service, Wages, Temporary Employees, Water Supply, Collection and Storage, 2197W, Water Revenue Force. It is proposed to increase the allowance for Assistant Foreman at $4 per day from 10 to 62 days, offset by corresponding reductions in the provision for other employees.

This change is to provide for Assistant Foreman John Gibney, who is in charge of the maintenance of the Brooklyn Water Shed on Sundays and holidays, but for whom the present schedules provide only 313 days.

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.
2197W	Foreman at $4 per day (20 days)	$28 00	.....	$28 00	.....
	Assistant Foreman at, $4 per day (10 days)	.....	$208 00	.....	$208 00
	Assistant Foreman, at $3.50 per day (20 days)	21 00	.....	21 00	.....
	Laborer, at $2.50 per day (410 days)	125 00	.....	125 00	.....
	Well Driver, at $3 per day (40 days)	30 00	.....	30 00	.....
	Balance Unassigned	4 00	.....	4 00	.....
		$208 00	$208 00	$208 00	$208 00

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 hereby approves of a schedule, as revised, for the Department of Water Supply, Gas and Electricity for the year 1914, to be effective as of January 1, 1914, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Wages Temporary Employees, Water Supply, Collection and Storage.

2197W	Water Revenue Force—	
	Foreman, at $5 per day (10 days)	$50 00
	Foreman, at $4 per day (13 days)	52 00
	Assistant Foreman, at $4 per day (62 days)	248 00
	Assistant Foreman, at $3.50 per day (14 days)	49 00
	Foreman Carpenter, at $5 per day (10 days)	50 00
	Carpenter, at $5 per day (50 days)	250 00
	Painter, at $4 per day (40 days)	160 00
	Bricklayer, at $6 per day (18 days)	108 00
	Mason's Helper, at $3 per day (40 days)	120 00
	Tinsmith, at $4.75 per day (10 days)	47 50
	Well Driver, at $3 per day (10 days)	30 00
	Laborer, at $2.50 per day (360 days)	900 00
	Schedule total	$2,064 50
	Water revenue allowance	2,064 50

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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Department of Water Supply, Gas and Electricity—Modification of Schedule (Cal. No. 34).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated February 19, 1914, requesting that provision be made from the Brooklyn water revenues for 1914 for the furnishing of transportation for test well observers and surveying parties employed in securing information in water diversion litigation, and the following report of the Comptroller recommending that said request be denied and that the same be provided for by the revision of a schedule:

(On February 20, 1914, the communication from the Commissioner of Water Supply, Gas and Electricity was referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 19, 1914, the Commissioner of Water Supply, Gas and Electricity requested a further appropriation of $550 from the 1914 Brooklyn water revenues, pursuant to the provisions of section 242 of the Greater New York Charter, to provide additional transportation in the Brooklyn watershed. In connection therewith I report as follows:

The amount of additional transportation requested is:

Horse and buggy, with driver, at $3 per day (60 days)	$180 00
Horse with surrey, with driver, at $3.50 per day (100 days)	350 00
Horse and buggy, with driver, at $2 per ½ day (10 half days)	20 00
Total	$550 00

These horses and vehicles are stated to be necessary for the use of test well observers and field engineers in connection with obtaining data relative to water diversion litigation. The Commissioner states:

> "Later in the year when the roads are in better condition employees engaged in this work can use their bicycles and motor cycles, but at the present time it is necessary to provide other means of transportation."

No transportation of the class requested has thus far been used and within a comparatively short time the water diversion work can be done in the manner stated by the Commissioner. One-half of the requested transportation will probably be ample and provision can be made, by modification of the present schedule, without further appropriation.

The necessary line item changes in detail, as follows:

Code No.	Line Item.	Schedule Transfer. Decrease.	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
2269W	Driver with Teams and Vehicle, at $5 per day (2,015 days)	$275 00	.....	$275 00	.....
	Driver with Horse and Vehicle, at $3 per day (30 days)	.....	$90 00	.....	$90 00
	Driver with Horse and Vehicle, at $3.50 per day	.....	175 00	.....	175 00
	Driver with Horse and Vehicle, at $4 per day	.....	10 00	.....	10 00
		$275 00	$275 00	$275 00	$275 00

For the reasons previously noted I recommend that the request for additional appropriation for Account No. 2269W be not approved but that the requirements of the Department be provided for by the adoption of the attached resolution approving a modification of the existing schedule for that account. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Commissioner of Water Supply, Gas and Electricity as set forth in a communication dated February 19, 1914, for a further appropriation of five hundred and fifty dollars ($550), in pursuance of the provisions of section 242 of the Charter, to provide for additional transportation in the Brooklyn Watershed (Code No. 2269W).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of a schedule, as revised, for the Department of Water Supply, Gas and Electricity for the year 1914, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Contract or Open Order Service, Transportation, Hire of Horses and Vehicles with Drivers.

2269W	Water Revenue Force—	
	Driver with Team and Vehicle, at $5 per day (1,960 days)	$9,800 00
	Driver with Horse and Vehicle, at $4 per day (2½ days)	10 00
	Driver with Horse and Vehicle, at $3.50 per day (50 days)	175 00
	Driver with Horse and Vehicle, at $3 per day (60 days)	180 00
	Schedule total	$10,165 00
	Water revenue allowance	10,165 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The Secretary was directed to transmit a copy of the report of the Comptroller to the Commissioner of Water Supply, Gas and Electricity.

President, Borough of Manhattan—Site for Women's Court, Women's Jail and House of Detention (Cal. No. 35).

The Secretary presented an ordinance adopted by the Board of Aldermen, February 3, 1914, selecting a site for the construction of a building for a Women's Court, Women's Jail and House of Detention in the Borough of Manhattan, and the following report of the Comptroller recommending the purchase of said site, at private sale at a price not exceeding $62,500:

(On February 24, 1914, the ordinance of the Board of Aldermen in this matter was referred to the Comptroller.)

The City of New York, Department of Finance, Comptroller's Office, March 9th, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—At a meeting of your Board held February 20, 1914, there was referred to the Comptroller for consideration and report, an ordinance of the Board of Aldermen selecting a site for the construction of a building under the jurisdiction of the President of the Borough of Manhattan, to be used for a women's court, women's jail and house of detention, the property situated on the northerly side of West 30th street, distant 275 feet easterly from the corner formed by the intersection of the northerly side of 30th street with the easterly side of 7th avenue, in the Borough of Manhattan.

These premises consist of a plot of ground 25 feet in width, with a depth on each side of 98 feet 9 inches, on which there is erected a three-story brick store and tenement building, which building encroaches on the premises adjacent thereto, but this encroachment may be disregarded for the reason the building is to be destroyed for the erection of the City building.

The original price demanded by the owners of these premises was $80,000, but after negotiations by the Comptroller, the same may be secured for the sum of $62,500.

In addition to the opinion of the Appraiser of Real Estate of this Department, I have caused these premises to be appraised by Mr. Bryan L. Kennelly, who values the same at $62,500.

At the meeting of the Board of Estimate and Apportionment held June 26, 1913, corporate stock to an amount not exceeding $450,000 was authorized to provide means for the acquisition of a site and the construction of a building for a women's court, women's jail and place of detention for women, in the Borough of Manhattan, which resolution was concurred in by the Board of Aldermen on July 15, 1913.

The price being reasonable and just, I respectfully recommend that your Board approve of the ordinance of the Board of Aldermen, selecting as a site for the construction of a building under the jurisdiction of the President of the Borough of Manhattan, to be used as a women's court, women's jail and place of detention for women, the following described premises:

All that certain lot of land with the buildings thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, designated on a map of property of Charles Smyth, compiled January, 1827, by A. Loss, City Surveyor, and filed in the Register's office of the County of New York, as lot No. 24, and bounded and described as follows:

Southerly in front by 30th street, westerly by lot No. 23, northerly by the property now or formerly belonging to said Charles Smyth, and easterly by lot No. 25, containing in width in front and rear 25 feet and in length on each side 98 feet 9 inches more or less. *Subject to state of facts shown on survey made by C. Hollerith April* 3, 1899,—together with all the right, title and interest, if any, of the owner of, in and to the street in front thereof to the center thereof,

—and authorize the Comptroller to enter into contract for the purchase of the same at private sale, at a price not exceeding $62,500, said contract to be submitted to the Corporation Counsel for his approval as to form. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of and concurs in the following ordinance adopted by the Board of Aldermen February 3, 1914:

"AN ORDINANCE selecting a site for the construction thereon of a building to be used for a Women's Court, Women's Jail and House of Detention in the Borough of Manhattan.

"Be It Ordained, by the Board of Aldermen of The City of New York, as follows:,

"Section 1. The Board of Aldermen hereby selects as a site for the construction thereon of a building to be used for the purposes of a Women's Court, Women's Jail and House of Detention, the erection thereof to be under the jurisdiction of the President of the Borough of Manhattan, the following described lands and premises described as follows, to wit:

"'All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows, to wit: Beginning at a point on the northerly side of 30th street, which point is distant 275 feet easterly from the corner formed by the intersection of the northerly side of 30th street with the easterly side of 7th avenue, and running thence northerly and at right angles to 30th street 98 feet 9 inches; thence westerly and parallel with 30th street 25 feet; thence southerly and parallel with 7th avenue 98 feet 9 inches to the northerly side of 30th street, and thence easterly along the northerly side of 30th street 25 feet to the point or place of beginning.'

"Sec. 2. The Corporation Counsel is hereby authorized and directed to institute condemnation proceedings for the acquisition of said lands and premises.

"Sec. 3. This ordinance shall not preclude the acquisition of the above described lands and premises, or any part thereof, by purchase from the owner or the respective owners thereof, at a price authorized by the Board of Estimate and Apportionment.

"Sec. 4. The Clerk of this Board is hereby directed to prepare two similar surveys, maps or plans of said lands and premises and file the same—one in the office of this Board and the other in the office of the Clerk of the County of New York.

"Sec. 5. This ordinance shall take effect immediately."

—and be it further

Resolved, That the Comptroller be and hereby is authorized to enter into a contract for the purchase at private sale of the above described property, subject to state of facts shown on survey made by C. Hollerith April 3, 1899, at a price not to exceed sixty-two thousand five hundred dollars ($62,500), said contract to be approved as to form by the Corporation Counsel.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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Normal College of The City of New York—Approval of Contract, Specifications, Etc. (Cal. No. 36).

The Secretary presented a communication from the Secretary, Board of Trustees of the Normal College, dated February 20, 1914, requesting approval of the contract, specifications and estimate of cost ($4,360), for gymnasium apparatus, etc., for the first portion of the new Normal College Building, Borough of Manhattan, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 20, 1914, the Board of Trustees of the Normal College requested approval of the form of contract, specifications and estimate of cost, $4,360, for gymnasium apparatus, etc., for the first portion of the new Normal College buildings (Thomas Hunter Hall), Borough of Manhattan.

The cost is to be charged to the corporate stock fund entitled, "C. N. C.—3, Normal College of The City of New York, Furniture and Gymnasium Apparatus." An appropriation of $8,000 was approved for the fund by the Board of Estimate and Apportionment on January 9, 1914, and concurred in by the Board of Aldermen on February 3, 1914. On March 3, 1914, there had been no expenditures from the fund.

The form of contract and specifications 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 tc its resolution adopted on July 11, 1912, hereby approves the form of contract, specifications and estimate of cost, four thousand three hundred and sixty dollars ($4,360), for gymnasium apparatus, etc., for the first portion of the new Normal College Buildings (Thomas Hunter Hall), Borough of Manhattan, the cost to be charged to the corporate stock fund entitled, "C. N. C.—3, Normal College of The City of New York, Furniture and Gymnasium Apparatus," and 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 Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

Department of Education—Approval of Contract, Specifications, Etc. (Cal. No. 37).

The Secretary presented a communication from the Board of Education, dated February 18, 1914, requesting approval of the contract, plans and estimates of cost ($107,500) for additions to and alterations in Public School No. 36, Borough of Queens, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 18, 1914, the Board of Education requested approval of the form of contract, specifications, plans and estimates of cost for the following:

Additions to and Alterations in Public School 36, Borough of Brooklyn.

	Estimated Cost.
Item, 1, General Construction	$90,000 00
Item 2, Plumbing and Drainage	17,500 00

The cost is to be charged to the corporate stock fund entitled, "C. D. E.—120R, School Buildings, Construction and Equipment, Brooklyn, Subtitle 16." An appropriation of $131,900 was approved for the fund by the Board of Estimate and Apportionment on June 12, 1913, and concurred in by the Board of Aldermen on July 15, 1913. On March 3, 1914, no expenditures had been made from the fund.

The specifications include the construction of a new toilet building for girls, replacing the existing toilet building and the remodeling and enlargement of the existing toilet building for boys. The new toilets will provide accommodation for pupils occupying the old building as well as those in the new addition. The present fixtures in both toilets are to be replaced with new. The total cost of the new work replacing existing work is estimated at $9,000, of which $4,000 is for Item 1, general construction, and $5,000 for Item 2, plumbing and drainage. These amounts should be charged to Budget funds and deducted from the amounts of each item which are chargeable to corporate stock.

The form of contract, specifications and plans are satisfactory and the estimates of cost are reasonable.

I recommend the adoption of the attached resolution granting the request, provided the costs shall be charged as stated.

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 estimates of cost for the following work, under the jurisdiction of the Department of Education:

Additions to and Alterations in Public School 36, Borough of Brooklyn.

Item 1, general construction, estimated cost ninety thousand dollars ($90,000).

Item 2, plumbing and drainage, estimated cost seventeen thousand five hundred dollars ($17,500).

—the cost of the items to be charged as follows: Item 1, four thousand dollars ($4,000), and Item 2, five thousand dollars ($5,000), to be charged to annual Budget, General Repair Account, the balance of the cost of each item to be charged to the corporate stock fund entitled, "C. D. E., 120—R., School Buildings, Construction and Equipment, Brooklyn, Sub-title 16," and be it further

Resolved, That in the event that the aggregate sum of the lowest bids received for the two items is equal to or less than the aggregate sum of the two items herein approved (although the amount of the lowest bid for one item may exceed the amount approved for said item), then the awards for the two items, provided both are awarded,

may be made without further approval by the Board of Estimate and Apportionment, and be it further

Resolved, That in the event that the aggregate sum of the lowest bids received for the two items exceeds the aggregate sum of the two items herein approved, no awards for either item shall be made, and 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 Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Appropriation from Water Revenues, Borough of Brooklyn (Cal. No. 38).

The Secretary presented a communication from the Commissioner of Water Supply, Gas and Electricity, dated January 13, 1914, requesting an appropriation from the Brooklyn Water Revenues for 1914 for the purpose of replacing a water main in a portion of East New York avenue, Borough of Brooklyn, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

(On January 16, 1914, the request of the Commissioner of Water Supply, Gas and Electricity in this matter was referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 13, 1914, the Commissioner of Water Supply, Gas and Electricity asked for an additional appropriation of $102,000 from the Brooklyn water revenues for the purpose of replacing and relaying a 48-inch cast iron distribution water main in East New York avenue, between 96th street and Nostrand avenue, Borough of Brooklyn, which main has broken on three occasions between October, 1913, and January, 1914.

The history of this main appears to be as follows:

It was laid in 1896 and 1897 under the jurisdiction of the Brooklyn Water Purveyor who had charge of the distribution system of the old City of Brooklyn at that time. Such information as is available indicates that the work was indifferently executed.

At the time the main was laid East New York avenue had not been regulated and graded throughout its length and the main was laid following the natural lines rather than the grade lines of the street.

No particular indications of improper or defective work in the laying of this main appeared until the grading of East New York avenue in 1913. This grading involved the filling in over certain portions of this pipe to a total depth, in some portions, of 20 feet. Shortly after this filling was placed the breaks occurred, and it seems likely that the reasons for that was some settlement of impairment of foundations which occurred prior to the placing of the fill. This settlement may have been due to improper drainage or to leakage from the main itself; but it is very unlikely that the pipe failed through direct pressure from the earth upon it. At the present time about 3,500 feet of the 48-inch main is out of service, the water being by-passed around this section through adjoining streets.

The location and nature of the breaks indicate that it will not be possible to use the pipe in its present location, and it is proposed to relocate that section between 96th street and Albany avenue (about 3,800 feet) at a new level about five feet below the present street grade.

Between Brooklyn and Nostrand avenues a new section of pipe will be installed in order that the district served by the section of main within those limits may not be cut off while the improvement is being carried out.

The total work involved, therefore, is the relaying of 3,800 feet of the existing main, the laying of 1,600 feet of new main and the removal of about 1,600 feet of the old main from the avenue.

The nature of this work is one of repair and not of permanent improvement, and there seems to be no way of meeting the charge other than by an issue of revenue bonds or an appropriation from the Brooklyn water revenue account; nor does a study of the conditions existing in the vicinity show any way of getting along without this important link in the distribution system.

Detailed Estimate.

835 tons pipe and special castings	$23,000 00
33,000 cubic yards excavation and backfilling	58,000 00
Laying 2,200 feet of pipe	5,200 00
Removing 1,700 feet of pipe, including cartage	3,000 00
Raising 3,800 feet of pipe	10,000 00
Miscellaneous items and incidentals	2,800 00
Total	$102,000 00

I recommend, therefore, the adoption of the attached resolution approving the request of the Commissioner.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of subdivision 1 of section 242 of the Greater New York Charter, hereby appropriates from the water revenues received in the Borough of Brooklyn, during the year 1914, one hundred and two thousand dollars ($102,000), in addition to the amount heretofore appropriated for use of the Department of Water Supply, Gas and Electricity in the maintenance, improvement and extension of the water supply system of the Borough of Brooklyn during the year 1914; said appropriation to be used to replenish the account entitled "S-523 Department of Water Supply, Gas and Electricity, Contract or Open Order Service, General Repairs, 2244TW, Water Supply, Water Revenue Allowance," and to be administered in connection with the 1914 Budget schedule for that account.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of schedule, as revised, for the Department of Water Supply, Gas and Electricity for the year 1914, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Contract or Open Order Service, General Repairs.

2244TW Water Supply—	
General	$64,000 00
Relocating and relaying portions of 48-inch distribution main in East New York Avenue (Borough of Brooklyn)	102,000 00
Schedule total	$166,000 00
Tax Levy Allowance	$33,375 00
Water Revenue Allowance	129,625 00
Total Allowance	$166,000 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Retirement of James Farrell, Keeper (Cal. No. 39).

The Secretary presented a communication from the Mayor, dated December 16, 1913, recommending the retirement of James Farrell, a Keeper in the Department of Water Supply, Gas and Electricity, and the following report of the Committee on Salaries and Grades, recommending said retirement:

(On December 24, 1913, the communication from the Mayor in this matter was referred to the Committee on Salaries and Grades.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 16, 1913, the Mayor recommended for retirement, pursuant to the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended, James Farrell, a Keeper in the Department of Water Supply, Gas and Electricity. In connection therewith we report as follows:

In a communication to the Mayor, dated December 15, 1913, the Commissioner of Water Supply, Gas and Electricity states:

"Mr. Farrell claims that he entered the City service on May 1, 1886, as a Laborer. The earliest record of his employment which I have been able to find among the minute books of the former Department of City Works of the old City of Brooklyn, shows that he was appointed as a Laborer on July 11, 1889, at $2.50 per day. On December 31, 1893, he received an appointment as Keeper at Gowanus Pipe Yard and his salary was fixed at $1,200 per annum. Four years later his salary was reduced to $1,000 per annum and on November 29, 1898, it was restored to $1,200 per annum. On June 1, 1900, he received an advance of $300. His services have been continuous since the date of his entrance, according to the records which I have been able to locate.

"Mr. Farrell is a veteran of the civil war and has been employed for many years in excess of the time required for veterans. While the amendment of the act relating to pensioning of City employees does not require that a veteran shall produce any evidence of his physical or mental condition Mr. Farrell has furnished a doctor's certificate which sets forth that he is suffering from certain chronic ailments that make it impossible for him to actively continue his work.

"On the basis of his salary during the past three years, Mr. Farrell is entitled to a pension of $750 per annum."

Upon inquiry in the payroll division of the Municipal Civil Service Commission, February 4, 1914, it was stated that James Farrell, Keeper at the Gowanus pipe yard, is a civil war veteran.

Mr. Farrell's service, beginning May 1, 1886, has been verified from original records, which show that his service has been continuous for a period of over twenty-seven years.

The Medical Examiner of the Department of Finance examined Mr. Farrell on January 6, 1914, and certifies that he is physically unfit for further duty. His detailed report is submitted herewith.

Mr. Farrell's rate of compensation for the three years immediately preceding January 1, 1914, was $1,500 per annum, and he received compensation at that rate.

We recommend the adoption of the attached resolution retiring James Farrell from active service and awarding and granting him an annuity of $750, 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 Mayor and the Comptroller and the President of the Board of Aldermen, hereby retires from active service James Farrell, Keeper in the Department of Water Supply, Gas and Electricity, for the reason that he is physically incapacitated further to perform his duties as Keeper, and that the interests of the public service require such retirement, and hereby awards and grants to said James Farrell an annual sum or annuity of seven hundred and fifty dollars ($750), 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 said James Farrell 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 Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Parks, Borough of Brooklyn—Approval of Contract (Cal. No. 40).

The Secretary presented a communication from the Commissioner of Parks, Borough of Brooklyn, dated February 13, 1914, requesting approval of preliminary contract with Olmstead Brothers, landscape architects, for the preparation of preliminary drawings and specifications for proposed grading and top soiling in the Brooklyn Botanic Garden, and the following report of the Comptroller, recommending the denial of the request:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 5, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13, 1914, the Commissioner of Parks requested approval of the form of preliminary contract proposed to be made with Olmsted Brothers, Landscape Architects, of Brookline, Massachusetts, for the preparation of preliminary drawings and specifications for proposed grading and topsoiling in the Brooklyn Botanic Garden, Borough of Brooklyn.

The cost of grading and placing topsoil in the Brooklyn Botanic Garden, including Landscape Architect's fees, is to be paid from a corporate stock fund of $40,000, approved by the Board of Estimate and Apportionment on July 17, 1911, and by the Board of Aldermen on July 25, 1911, and entitled "C. D. P.—200J, Department of Parks, Boroughs of Brooklyn and Queens, Grading and Improvement of Botanic Garden and Arboretum." On March 2, 1914, an unencumbered balance of $12,779.06 remained in the fund.

Preliminary and final contracts for services of this firm of architects for grading and topsoiling Botanic Garden, Brooklyn, have been approved as follows:

On August 2, 1912, approval was given by the Comptroller, representing the Board of Estimate and Apportionment, pursuant to a resolution adopted by the Board on July 11, 1912, to a preliminary contract under which payment was to be made in the sum of $800, and on April 10, 1913, a final contract with the said firm was approved by the Board of Estimate and Apportionment under which the architects were to receive ten per cent. (10%) of the cost of the construction work (estimated approximately at $34,545), less the amount paid or to be paid pursuant to the terms of the preliminary contract "for the preparation of complete plans, specifications, etc., and the supervision of the proposed grading and topsoiling of lands in the Brooklyn Botanic Garden, in the Borough of Brooklyn, under the jurisdiction of the Department of Parks, Borough of Brooklyn."

Further approval of Landscape Architects' contracts, either preliminary or final, in the matter of grading and topsoiling the Botanic Garden in Brooklyn, is unnecessary.

I recommend that the request be denied and that a copy of this report be transmitted to the Commissioner of Parks, Borough of Brooklyn, 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 Parks, Borough of Brooklyn, as set forth in a communication dated February 13, 1914, for approval of the form of preliminary contract to be made with Olmstead Brothers, landscape architects, for the preparation of preliminary drawings and specifications for proposed grading and topsoiling in the Brooklyn Botanic Garden, Borough of Brooklyn.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The Secretary was directed to transmit a copy of the report of the Comptroller to the Commissioner of Parks, Borough of Brooklyn.

District Attorney, Richmond County—Issue of Special Revenue Bonds (Cal. No. 41).

The Secretary presented a report of the Comptroller, recommending that the request of the District Attorney of Richmond County for an issue of $2,500 special revenue bonds to meet the expenses of conducting an investigation into the smoke nuisance along the Kill von Kull *be denied*, for the reason that this request does not come within the purview of section 1542 of the Charter, under which revenue bonds

are authorized for expenses of the District Attorneys of the Counties comprised within The City of New York.

(On February 20, 1914, the above request was referred to the Comptroller.)

Which was laid over one week (March 20, 1914).

Court of Special Sessions—Establishment of Position of Court Stenographer for Court of Special Sessions and Children's Court, County of The Bronx (Cal. No. 42.)

The Secretary presented communications from the Chief Clerk, Court of Special Sessions, dated November 10, 1913 and January 3, 1914, requesting the establishment of the position of Court Stenographer for that Court and the Children's Court, Bronx County, and the following report of the Committee on Salaries and Grades recommending the denial of said request:

(On November 13, 1913, and January 9, 1914, the requests for the establishment of this position were referred to the Committee on Salaries and Grades).

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, January 20, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 3, 1914, the Chief Clerk of the Court of Special Sessions requested the establishment of the position of Court Stenographer for the Court of Special Sessions and the Children's Court in the County of The Bronx, at $2,000 per annum for one incumbent. In connection therewith we report as follows:

The budget estimate of the Court of Special Sessions for 1914 included a request for a Court Stenographer at $2,000 per annum for the Court of Special Sessions and the Children's Court, County of The Bronx. The Budget Committee disallowed the request and the 1914 appropriation does not include an allowance for the position.

There are six Court Stenographers employed in the Court of Special Sessions and Children's Court. Their assignments and rate of compensation are as follows:

Court of Special Sessions.

Court.	Salary Rate.	Number of Incumbents.
Manhattan and The Bronx	$3,000 00	1
Manhattan and The Bronx	2,000 00	1
Brooklyn	2,000 00	1

Children's Court.

Court.	Salary Rate.	Number of Incumbents.
Manhattan and The Bronx	$2,500 00	1
Brooklyn	2,000 00	1
Queens and Richmond	2,000 00	1

The Court Stenographer at $2,000 in the Court of Special Sessions is Arnold J. Wisch and he is assigned to Part 6, formerly Part 5, of the Court. This part is really a Circuit Court, as it holds sessions in the five boroughs. Mr. Wisch has officiated as Stenographer at sessions of the Court held in Manhattan, Queens and Richmond and since January 1 has taken the minutes of sessions of the Court held in the Bronx. The sessions of Part 6 are held as follows:

Mondays, Manhattan; Tuesdays, Queens; Wednesdays, Richmond; Thursdays, The Bronx; Fridays, Manhattan.

It seems that Mr. Wisch is employed five days a week, including the session of the Court held in The Bronx. The Court Stenographers employed in the Children's Courts, Manhattan and Brooklyn, are employed six days a week. The Stenographer in Manhattan receives $2,500 per annum and the compensation of the Stenographer in Brooklyn is at the same rate paid Mr. Wisch, namely, $2,000.

A Court Stenographer at $2,000 is assigned on Mondays and Thursdays to the Children's Court in Queens and on Tuesdays he is employed in the Children's Court, Richmond. He is employed three days a week in the taking of minutes. There does not appear to be any just reason why he should not be assigned to the Wednesday sessions of the Children's Court, The Bronx.

There is no present necessity for increasing the number of Court Stenographers in the Court of Special Sessions to provide for one for Part 6 of the Court and the Children's Court in The Bronx. As the work of the new Court expands, it will be necessary to provide a Stenographer, but that condition may not develop for several months.

We therefore recommend that the present application be denied without prejudice to the Department renewing the request later, when there will be need for additional help. 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 Chief Clerk of the Court of Special Sessions, as set forth in a communication dated January 3, 1914, for the establishment of the position of Court Stenographer for the Court of Special Sessions and the Children's Court in the Borough of The Bronx, at $2,000 per annum, for one incumbent.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The Secretary was directed to transmit a copy of the report of the Committee on Salaries and Grades to the Chief Clerk, Court of Special Sessions.

Department of Water Supply, Gas and Electricity—Request for Appropriation from Brooklyn Water Revenues for 1913 (Cal. No. 43).

The Secretary presented a report of the Comptroller returning for filing communication from the Commissioner of Water Supply, Gas and Electricity, requesting an appropriation of $12,000 from the Brooklyn Water Revenues received during the year 1913, to provide means for the payment of taxes on the Brooklyn watershed property for said year, as funds for this purpose are to be provided by transfer.

(On February 20, 1914, the communication from the Commissioner of Water Supply, Gas and Electricity was referred to the Comptroller.)

Which was ordered filed.

District Attorney, Richmond County—Increase in Salary of Court Interpreter (Cal No. 44).

The Secretary presented a report of the Comptroller returning for filing communication from the District Attorney of Richmond County relative to increasing the salary of the Court Interpreter of Richmond County, as this request was disposed of by the Budget Committee in considering the Budget for the year 1914.

(On August 28, 1913, the communication from the District Attorney was referred to the Budget Committee.)

Which was ordered filed, and the Secretary directed to notify the District Attorney of Richmond County.

Department of Water Supply, Gas and Electricity—Retirement of Henry Conboy, Valveman (Cal. No. 45).

The Secretary presented a report of the Committee on Salaries and Grades returning for filing communication from the Commissioner of Water Supply, Gas and Electricity, dated December 5, 1913, requesting the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of Henry Conboy, a Valveman in this Department, for the reason that the employee has died.

(On December 11, 1913, the request of the Commissioner of Water Supply, Gas and Electricity was referred to said Committee.)

Which was ordered filed.

Department of Public Charities—Issue of Special Revenue Bonds (Cal. No. 46).

The Secretary presented a communication from the Secretary of the State Board of Charities dated March 9, 1914, in response to resolution adopted by the Board on February 27, 1914, requesting the State Board of Charities to examine into the requests of Miss A. W. Smith and Mrs. C. L. Taylor for relief under chapter 595 of the Laws of 1913, which authorizes the Commissioner of Public Charities of The City of New York to extend relief to any poor or indigent woman who had served as a Nurse during recent wars.

Secretary of the State Board of Charities states that as the provisions of the above law seem to be obscure, the Attorney General has been requested to give an interpretation, so that the said Board of Charities may be able to intelligently examine into requests for relief thereunder, and that when said opinion is received the examination requested by the Board of Estimate and Apportionment will be made and said Board promptly notified.

Which was ordered filed.

Fire Department—Replacement of Horse Drawn Vehicles by Motor Vehicles (Cal. No. 47).

The Secretary presented a report of the Fire Commissioner, dated March 9, 1914, relative to a communication from C. D. LeVey urging the Board to disapprove of any appropriation to replace the horse drawn vehicles in the Fire Department by motor vehicles, and stating that this disapproval will be noted.

(On March 6, 1914, the above communication was referred to the Fire Commissioner.)

Which was ordered filed, and the Secretary directed to notify Mr. LeVey.

Fire Department—Acquisition of Property at Varick and North Moore Streets, Manhattan (Cal. No. 48).

The Secretary presented a communication from the Fire Commissioner, dated March 11, 1914, requesting the acquisition of property on the northwest corner of Varick and North Moore streets, Borough of Manhattan, as a site for a fire house for Engine Company No. 8, now located at the northeast corner of Varick and North Moore streets, which latter site is within the limits of the 7th avenue extension.

Which was referred to the Comptroller.

Public Service Commission, First District—Consent to Award of Contract for Construction of Section No. 2 of Route 16 of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad, and the Issue of Corporate Stock Therefor (Cal. No. 49).

The Secretary presented a communication from the Public Service Commission for the First District, dated March 3, 1914, requesting the Board to consent to the award of the contract for the construction of Section No. 2 of Route No. 16 of the 7th Avenue-Lexington Avenue Rapid Transit Railroad (Jerome avenue, 182d street to Woodlawn road, The Bronx), to the Cooper & Evans Company, and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation in said contract, viz., $53,841.55.

Which was referred to the Comptroller.

Department of Bridges—Approval of Contract, Specifications, Etc. (Cal. No. 50).

The Secretary presented a communication from the Commissioner of Bridges, dated March 9, 1914, transmitting for the approval of the Board, pursuant to chapter 670, Laws of 1907, contract, plans and specifications for furnishing and installing office directories in the Municipal Building at an estimated cost of $5,000.

Which was referred to the Comptroller.

Department of Dock and Ferries—Exchange of Land with Harway Improvement Company (Cal. No. 51).

The Secretary presented a petition of the Harway Improvement Company, dated March 9, 1914, relative to the exchange of lands owned by the petitioner within the lines of the drainage canal laid out by the Board which is to extend between Gravesend Bay and Sheepshead Bay, along the line of Canal avenue, in the Coney Island section of Brooklyn, for lands owned by the City, which under permit from the Dock Department, the petitioner has filled in and bulkheaded.

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

Department of Parks, Borough of Brooklyn—Issue and Rescission of Issue of Corporate Stock (Cal. No. 52).

The Secretary presented a communication from the Commissioner of Parks, Borough of Brooklyn, dated March 9, 1914, requesting the issue of $379,690.66 corporate stock for paving the roadway of Fort Hamilton parkway, Ocean avenue and Eastern parkway extension; for erecting a shelter house and comfort station in Fort Hamilton Park; for the purpose of preliminary surveys, plans, etc., for proposed park, playgrounds and parkway improvements and for the erection of a retaining wall in the Bushwick playground, also for the rescission of $7,045.19 in the corporate stock authorization for the improvement of Borough Hall Park, Brooklyn.

Which was referred to the Committee on Corporate Stock Budget.

Fire Department—Issue of Corporate Stock (Cal. No. 53).

The Secretary presented a communication from the Fire Commissioner, dated March 10, 1914, requesting the issue of $249,870 corporate stock for the purchase of motor apparatus for the Fire Department.

Which was referred to the Committee on Corporate Stock Budget.

Bronx Parkway Commission—Issue of Corporate Stock (Cal. No. 54).

The Secretary presented a communication from the Vice-President of the Bronx Parkway Commission, dated March 11, 1914, notifying the Board of agreements made with owners of lands in the parkway reservation and of the prices to be paid for the parcels listed in said communication and requesting, pursuant to section 15, chapter 594, Laws of 1907, as amended by chapter 757, Laws of 1913, that the Board authorize the issue of $432,000 corporate stock to pay the City's share (three-fourths) of the total amount due for said lands, together with the expense of acquiring same.

Which was referred to the Committee on Corporate Stock Budget.

Department of Correction—Issue of Special Revenue Bonds (Cal. No. 55).

The Secretary presented a report of the Committee on Social Welfare, dated March 13, 1913, in reference to the request of the Commissioner of Correction for an issue of $10,000 special revenue bonds for preliminary work in connection with the establishment of a Farm Colony, and outlining a plan for handling the problem of establishing the New York City Reformatory for Male Misdemeanants on the property acquired for the purpose at New Hampton, Orange County, New York.

(On March 6, 1914, the above matter was referred to the Committee on Social Welfare.)

Which was ordered filed.

(This matter is disposed of with Calendar No. 56.)

Department of Correction—Transfer of Appropriation (Cal. No. 56).

The Secretary presented the following report of the Comptroller recommending the transfer of $7.550 within appropriations made to the Department of Correction for 1914:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 12, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 11, 1914, the Commissioner of Correction orally requested transfer of $10,000 within appropriations for 1914. On March 12, 1914, the Commissioner reduced the amount to $7,550. In connection therewith I report as follows:

It is proposed to transfer from "Contract or Open Order Service, 2669 General Repairs, $7,550," to the following accounts and in the following amounts:

	Supplies.	
2649	Food Supplies	$100 00
2650	Forage and Veterinary Supplies	800 00
2651	Fuel Supplies	200 00
2653	Medical and Surgical Supplies	50 00
2656	Refrigerating Supplies	25 00
2657	Botanical and Agricultural Supplies	2,500 00
2658	General Plant Supplies	100 00
	Purchase of Equipment.	
2660	Household Equipment	100 00
2664	Wearing Apparel	50 00
2665	General Plant Equipment	2,500 00
	Materials.	
2666	General Plant Materials	150 00
	Contract or Open Order Service—Transportation.	
2671	Shoeing and Boarding Horses, including Veterinary Service	100 00
2672	Carfare	800 00
	Contract or Open Order Service.	
2673	Communication	75 00

The purpose of the request is to supply several debit accounts with funds necessary to open the Branch Reformatory at New Hampton, New York, which the City has purchased recently.

It is the intention to transfer 75 or 100 boys from the New York City Reformatory for Male Misdemeanants at Harts Island to the former institution.

No funds were requested for this purpose in the Budget for 1914, as it was assumed by the former Commissioner of Correction that this institution would not be opened before 1915.

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 Correction for the year 1914 as follows:

	FROM	
	Contract or Open Order Service.	
2669	General Repairs	$7,550 00
	TO	
	Supplies.	
2649	Food Supplies	$100 00
2650	Forage and Veterinary Supplies	800 00
2651	Fuel Supplies	200 00
2653	Medical and Surgical Supplies	50 00
2656	Refrigerating Supplies	25 00
2657	Botanical and Agricultural Supplies	2,500 00
2658	General Plant Supplies	100 00
	Purchase of Equipment.	
2660	Household Equipment	100 00
2664	Wearing Apparel	50 00
2665	General Plant Equipment	2,500 00
	Materials.	
2666	General Plant Materials	150 00
	Contract or Open Order Service, Transportation.	
2671	Shoeing and Boarding Horses, including Veterinary Service	100 00
2672	Carfare	800 00
	Contract or Open Order Service.	
2673	Communication	75 00
		$7,550 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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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:

	Supplies.	
2649	Food Supplies	$339,623 00
2650	Forage and Veterinary Supplies	10,669 71
2651	Fuel Supplies	100,200 00
2653	Medical and Surgical Supplies	5,588 00
2656	Refrigerating Supplies	1,825 00
2657	Botanical and Agricultural Supplies	4,484 00
2658	General Plant Supplies	4,386 04
	Purchase of Equipment.	
2660	Household Equipment	12,542 84
2664	Wearing Apparel	22,017 71
2665	General Plant Equipment	13,423 57
	Materials.	
2666	General Plant Materials	35,725 88
	Contract or Open Order Service.	
2669	General Repairs	32,450 00
	Contract or Open Order Service, Transportation.	
2671	Shoeing and Boarding Horses, including Veterinary Service	3,645 00
2672	Carfare	2,200 00
	Contract or Open Order Service.	
2673	Communication	5,206 25

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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President, Borough of Richmond—Establishment of Position of Confidential Inspector (Cal. No. 57).

The Secretary presented a communication from the President of the Borough of Richmond, dated March 11, 1914, requesting the establishment of the position of Confidential Inspector at $2,500 per annum, for one incumbent.

Which was referred to the Committee on Salaries and Grades.

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Department of Bridges—Approval of Plans and Specifications, Etc. (Cal. No. 58).

The Secretary presented a report of the Comptroller, dated March 11, 1914, recommending that the plans and specifications for toilet accessories in the Municipal Building be returned to the Commissioner of Bridges to be redrawn so that the cost may be reduced from $8,160 to $774.10, thereby saving $7,386, by eliminating unnecessary and over-expensive articles.

The Secretary was directed to return the plans and specifications, together with a copy of the report of the Comptroller, to the Commissioner of Bridges.

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Department of Education—Issue of Corporate Stock and Transfer of Proceeds of Corporate Stock (Cal. No. 59).

The Secretary presented a resolution adopted by the Board of Education January 14, 1914, requesting an issue of $1,279,329 corporate stock for construction and equipment of sundry school buildings, and a further resolution adopted by said Board February 11, 1914, relative to relinquishing $690,926.76 from cash balances and unallotted stock, with the request that the Board of Estimate authorize an equal amount of corporate stock, to be applied against said request of January 14, 1914; and the following report of the Committee on Corporate Stock Budget, recommending an issue of $646,854.54, the balance of the amount necessary, $568,839.46, to be made available by transfer from account "C. F. M., Moneys Available for Permanent Improvements," for which corporate stock may lawfully be issued.

(On January 23 and February 20, 1914, the resolutions of the Board of Education above mentioned were referred to the Committee on Corporate Stock Budget.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 14, 1914, the Board of Education requested $1,279,269 corporate stock to provide additional funds for the construction and equipment of two new high schools and five elementary schools. An appropriation for the high schools was made in 1911, but has proved insufficient; funds for the elementary schools were requested in the 1913 Corporate Stock Budget, but were not authorized.

Pursuant to the Comptroller's suggestion, it is proposed to meet the request in part by utilizing balances in existing corporate stock accounts. A schedule prepared by the Board of Education shows a total balance of $690,926.76, embracing cash balances and unallotted stock. Accounts of the Department of Finance show a total of $689,635.66. The difference, $1,291.10, is a matter of accounting methods now in process of adjustment. The net amount available for rescindment is $646,854.54. The authorizations it is proposed to amend in order that portions of them may be rescinded, appear by codes and by titles in the attached statement, marked Schedule A, which is hereby made a part of this report.

The balance, $568,893.46, necessary to meet the request, it is proposed to transfer from C. F. M.—24, "Moneys Available for Permanent Improvements for which Corporate Stock May Lawfully be Issued." On February 25, 1914, the balance in this fund was $919,046.26. The account will later be reimbursed by transfer of cash balances amounting to $42,788.12.

In relinquishing these balances, the Board of Education, on February 11, 1914, requested $12,395 for the purpose of improving premises adjoining Public Schools 71, 73 and 77, Brooklyn, said amount to be made available from the balances relinquished. It is recommended that this subsequent request be denied.

The items in the original request are as follows:

Request for $1,279,269 Corporate Stock for School Buildings.

1.	New Public School 48, Spofford Avenue, Coster and Faile Streets, The Bronx—		
	51 classrooms and assembly	$300,000 00	
	Heating and ventilating	68,850 00	
	Electric	12,750 00	
	Furniture	21,675 00	
			$403,275 00
2.	New Public School 8, Great Kills, Richmond—		
	16 classrooms and assembly	$122,471 00	
	Heating and ventilating	30,000 00	
	Electric	8,550 00	
	Furniture	7,500 00	
			168,521 00
3.	New Public School 41, Franklin and Crocheron Avenues, Bayside, Queens—		
	11 classrooms and assembly	$96,262 00	
	Heating and ventilating	20,919 00	
	Electric	5,702 00	
	Furniture	5,000 00	
			127,883 00
4.	New Public School —, Ferriss Street, Ocean View and Woodland Avenues, Woodhaven, Queens—		
	26 classrooms and assembly	$182,000 00	
	Heating and ventilating	39,000 00	
	Electric	7,500 00	
	Furniture	11,050 00	
			239,550 00
5.	New Public School —, Poplar Street, Prospect Avenue and Benton Place, Douglaston, Queens—		
	11 classrooms and assembly	$96,262 00	
	Heating and ventilating	20,919 00	
	Electric	5,702 00	
	Furniture	5,000 00	
			127,883 00
	Evander Childs High School, The Bronx—		
	Construction work	$421,886 00	
	Sanitary	35,875 00	
	Heating and ventilating	85,000 00	
	Electric	30,000 00	
	Pianos and organ	10,000 00	
	Furniture	41,600 00	
		$624,361 00	
	Previously appropriated	500,000 00	
	Additional amount requested		124,361 00
	Flushing High School, Queens—		
	Construction work	$389,485 00	
	Sanitary work	31,711 00	
	Heating and ventilating	85,000 00	
	Electric	30,000 00	
	Pianos and organ	10,000 00	
	Furniture	41,600 00	
		$587,796 00	
	Previously appropriated	500,000 00	
	Additional amount requested		87,796 00
	Total request		$1,279,269 00

With the exception of $212,157 additional appropriations requested for the Evander Childs and the Flushing high schools, all the items in the $1,279,269 request were included in the revised estimate of corporate stock requirements presented by the Board of Education for 1913.

The corporate stock estimate of the Department of Education for 1913, as adopted on March 26th, requested $8,547,350: $7,527,350 for new buildings and additions; $750,000 for sites; $250,000 for salaries and wages of Inspectors and Draftsmen, and $20,000 for surveys, borings and drafting supplies. The appropriation, $6,098,125, was distributed as follows:

For buildings and additions thereto	$5,348,125 00
For sites	480,000 00
For salaries and wages	250,000 00
For contingencies	20,000 00
	$6,098,125 00

The items omitted, amounting to $2,449,225, were classified by the Board of Education in the following order of urgency:

Item No.	Title of Improvement.	Amount of Request.
	Buildings and Additions.	
14.	New Public School 48, Spofford avenue, Coster and Faile streets, Borough of The Bronx	$434,775 00
19.	New Public School —, Remington avenue, Otto and Blanco places, Jamaica, Borough of Queens	239,550 00
21.	New Public School 8, Great Kills, Borough of Richmond	74,150 00
23.	New Public School 41, Franklin and Crocheron avenues, Bayside, Borough of Queens	148,300 00
24.	New Public School —, Ferris street, Ocean View and Woodland avenues, Woodhaven, Borough of Queens	239,550 00
25.	New Public School —, Poplar street, Prospect avenue and Benton place, Douglaston, Borough of Queens	74,150 00
26.	Addition, Public School 3, Hudson and Grove streets, Borough of Manhattan	63,500 00
27.	Addition, Public School 105, 4th and 5th streets, between Avenues B and C, Borough of Manhattan	166,400 00
28.	New Public School —, on site to be acquired between Bear Swamp road, Pelham parkway, Morris Park Race Track and Bronx Park, Borough of The Bronx	239,550 00
32.	New Public School —, Lafayette avenue, between 4th street and Henderson avenue, New Brighton, Borough of Richmond	148,300 00
33.	New Vocational School for Boys and Girls, in the vicinity of McCarren Park, Borough of Brooklyn	351,000 00
	Sites.	
8.	For an addition to Public School 5, as above	170,000 00
11.	For Vocational School in Brooklyn, as above	100,000 00
		$2,449,225 00

The $1,279,269 requested on January 14, 1914, embraces five of the first six items in the foregoing list. The item omitted is No. 19 requesting $239,550 for a building to be erected on a site to be acquired on Remington avenue, Otto and Blanco places, Jamaica, Queens. Funds were authorized in 1913 but no exact site has been designated by the Board of Education.

Necessity for the new schools requested is discussed in the order of their position on the list.

First—New Elementary School 48, Spofford avenue, Coster and Faile streets, The Bronx. An emergency request for this was made on September 24, 1913. It is unquestionably necessary to provide school accommodations for the children of the Hunt's Point section. In 1909 a site (200 feet by 200 feet) was pur-

chased on Spofford avenue, between Coster and Faile streets, at a cost of $36,500, and in 1912 a temoprary building with accommodations for four classes was placed thereon pending the erection of a permanent structure. Funds for building new 48 on this site were requested in the corporate stock estimates for 1911, 1912 and 1913. In 1913 the need was recognized as imperative but the limiting of appropirations to approximately $6,000,000 made it impracticable to provide for this school.

In the present request No. 48 heads the emergency list. The amount is reduced to $403,275, or $31,500 less than the amount requested in September. It is stated that recent bids for work in The Bronx have been lower than those received last year. The Bureau of Reference and Research, Department of Education, has made a special survey for the purposes of this report on the conditions in the Hunt's Point section. The report shows five schools and annexes, a total of 299 classrooms, of which 256 are in regular schools and 43 in rented or portable buildings. These are the present facilities to accommodate 416 classes. The result is that 117 classes are on part time, some of them doing seventh year work. The school registration in this section has increased 209 per cent. since 1902, an average of 19 per cent. per year. Public School No. 52, now nearing completion on Kelly street near Avenue St. John, has accommodations for 1,800 pupils and will relieve congestion in Public Schools 25 and 39. It will not, however, provide for their annexes nor for increased growth. It is stated that there are now under construction or recently completed on the Hunt's Point section forty new buildings having six hundred and seventy-seven apartments.

The City is paying a rental of $21,000 per annum for buildings used as annexes to the five schools in this locality. That amount exceeds the interest on the cost of building on Spofford avenue. This item of rental will be materially decreased if the new building is erected and substantially increased if it is not.

Second—New Public School No. 8—Sixteen rooms, Great Kills, Richmond, $168,521, to replace the present frame structure, which is overcrowded, and to provide for increased register. In the last estimate $74,150 was requested for this school. The amount has been increased $94,371, partly because subsequent developments proved that the estimates of cost submitted for the Borough of Richmond last year were too low, but mainly because the size of the proposed building has been increased from eight to sixteen rooms. No reasons are given for this increase in the size of the building.

The register of Public School 8 for January, 1914, was 276. The register for December, 1913, was 285, as against a corresponding register for December, 1909, of 261. The increase in register in the last four years has been only 24 pupils. Judging from building activity in the neighborhood during the past three or four years it appears that accommodations for 400 pupils will be ample to care for the needs of the district for several years to come. The request for sixteen classrooms assumes that the old building will be abandoned and provides for a rapid development of the district.

The present school is an eight-room frame building, four rooms of which were erected in 1892. Additions in 1902 and 1904 provided two classrooms, a workshop and a kindergarten. Another classroom is provided by a portable building, making nine in all. The total capacity of the school is 260, the rooms averaging about thirty-four sittings each. The rear extension of this building, now used as a kindergarten, should be demolished, but the balance of the structure can be remodeled to advantage. If it were made over to provide a cooking room, workshop and gymnasium the new building need not contain more than eight classrooms to provide for present needs. Two rooms should be added for future growth. The estimated cost of a new building to contain 10 classrooms and assembly is $105,000. An appropriation of that amount is recommended.

Third, Fourth and Fifth—Elementary schools for Bayside, Woodhaven and Douglaston, Queens. Since the request of March, 1913, the size of the building for Bayside has been decreased from 16 to 11 classrooms and that for Douglaston increased from 8 to 11 rooms. No reasons are given for the changes nor has a new survey of school needs in these two neighborhoods been made as a basis for the present request. The responsibility for changing the size of the building was assumed by the Committee on Buildings because of certain economical features claimed for this type. The Board of Superintendents was not advised of the change at the time it was made, but the City Superintendent of Schools has since approved it.

The Woodhaven building is located at Yarmouth (formerly Ferry) and Shipley streets, instead of at Ferriss street, Ocean View and Woodland avenues, as stated. This is the location of the site actually acquired. The former is the designation of the locality as given in the estimate last March.

The High Schools—The corporate stock budget for 1911 authorized a lump sum allowance of $2,512,740 for various items, one of which was $500,000 for a site and building for a new high school in The Bronx and another $500,000 for a new high school on the site owned in Flushing, Queens. Subsequently your Board authorized the purchase of a site for the school in The Bronx at a cost of $65,000, and allotted an additional $500,000 for a building.

An additional appropriation of $87,796 is now requested for the Flushing building, the total cost of which is estimated at $587,796, distributed as follows:

Construction (contract let)	$389,485 00
Plumbing and drainage (contract let)	31,711 00
Heating and ventilating (estimated)	85,000 00
Electric (estimated)	30,000 00
Pianos and organs (estimated)	10,000 00
Furniture (estimated)	41,600 00
Total	$587,796 00

On January 9, 1912, the Board of Estimate and Apportionment approved the estimates of cost for construction and sanitary work for this building at $389,485 and $31,771, respectively. At that time the Department of Finance called attention to the fact that the balance, $78,744, which remained in the fund, would be insufficient to complete the building. The Superintendent of School Buildings, in a communication dated January 6, 1912, stated that he believed that the contracts for the balance of the work necessary to complete the building could be let within the amount of the appropriation. It has been found impossible to do this, owing to the character and location of the site, which required a building different, architecturally, from buildings located in closely built up sections of the city.

The plans and specifications for the general construction and plumbing of the Evander Childs High School, the new building in The Bronx, have been approved by the Department of Finance. The estimated cost of the building, including equipment, is $624,361, distributed as follows:

Construction	$421,886 00
Plumbing and drainage	35,875 00
Heating and ventilating	85,000 00
Electric	30,000 00
Pianos and organ	10,000 00
Furniture	41,600 00
Total	$624,361 00

The Bay Ridge High School, Brooklyn, is a similar building to that proposed for the Evander Childs High School, the latter being larger by a cubiture of 61,451 cubic feet.

The cost of construction of Bay Ridge High School is	$388,704 00
The following items result in increased cost of Evander Childs High School over the cost of Bay Ridge High School by the amounts stated:	
Rock excavation	11,000 00
Swimming pool	5,358 00
Locker room extensions	6,624 00
Extra cubiture (61,451 cubic feet) to accommodate music room and workshop in attic	10,000 00
Total estimated cost of construction of Evander Childs High School	$421,686 00

Other items are estimated approximately the same as Flushing High School, as follows:

Plumbing and drainage	$35,875 00
Heating and ventilating	85,000 00
Electric	30,000 00
Pianos and organ	10,000 00
Furniture	41,600 00
Total estimated cost of Evander Childs High School	$624,161 00

The amounts requested for the high schools are reasonable and it is desirable that these buildings be completed as rapidly as possible to meet the growing demands for high school accommodations.

Reducing the estimate for Public School 8, Richmond, to $105,000, the items to be provided for aggregate $1,215,748, as follows:

Public School 48, The Bronx	$403,275 00
Public School 8, Richmond	105,000 00
Public School 41, Bayside	127,883 00
Public School —, Woodhaven	239,550 00
Public School —, Douglaston	127,883 00
Evander Childs High School	124,361 00
Flushing High School	87,796 00
	$1,215,748 00

Of the foregoing amount $646,854.54 will be provided by new authorizations, appropriated from a similar amount rescinded. The remaining $568,893.46 required will be provided by a cash transfer from C. F. M.—24, "Moneys Available for Permanent Improvements for Which Corporate Stock May Lawfully be Issued."

We recommend the adoption of the attached resolutions giving effect to the recommendations. 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 169 of the Greater New York Charter, 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 four hundred and three thousand two hundred and seventy-five dollars ($403,275), to provide means for the construction and equipment of Public School 48, Spofford avenue, Coster and Faile streets, Borough of The Bronx, and 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 estimates 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; and be it further

Resolved, That the Department of Education is directed to submit to this Board for its approval forms of contracts, plans, specifications and estimates of cost, prior to advertising for bids for work chargeable to the proceeds of the corporate stock herein authorized, and such Department is also directed to submit to this Board for its approval all preliminary and final agreements with an architect or architects, engineer or engineers, expert or experts, whenever such agreements or contracts are chargeable against corporate stock herein authorized.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, 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 one hundred and five thousand dollars ($105,000), to provide means for the construction and equipment of new Public School 8, Great Kills, Borough of Richmond, and 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 estimates 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; and be it further

Resolved, That the Department of Education is directed to submit to this Board for its approval forms of contracts, plans, specifications and estimates of cost, prior to advertising for bids for work chargeable to the proceeds of the corporate stock herein authorized, and such Department is also directed to submit to this Board for its approval all preliminary and final agreements with an architect or architects, engineer or engineers, expert or experts, whenever such agreements or contracts are chargeable against corporate stock herein authorized.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, 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 one hundred and twenty-seven thousand eight hundred and eighty-three dollars ($127,883), to provide means for the construction and equipment of Public School 41, Franklin and Crocheron avenues, Bayside, Borough of Queens, and 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 estimates 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; and be it further

Resolved, That the Department of Education is directed to submit to this Board for its approval forms of contracts, plans, specifications and estimates of cost, prior to advertising for bids for work chargeable to the proceeds of the corporate stock herein authorized, and such Department is also directed to submit to this Board for its approval all preliminary and final agreements with an architect or architects, engineer or engineers, expert or experts, whenever such agreements or contracts are chargeable against corporate stock herein authorized.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, 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 ten thousand six hundred ninety-six dollars and fifty-four cents ($10,696.54), to provide

in part means for the construction and equipment of a public school building to be located at Yarmouth (formerly Ferry) and Shipley streets, Woodhaven, Borough of Queens, and 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 estimates 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; and be it further,

Resolved, That the Department of Education is directed to submit to this Board for its approval forms of contracts, plans, specifications and estimates of cost, prior to advertising for bids for work chargeable to the proceeds of the corporate stock herein authorized, and such department is also directed to submit to this Board for its approval all preliminary and final agreements with an architect or architects, engineer or engineers, expert or experts, whenever such agreements or contracts are chargeable against corporate stock herein authorized.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter, as amended by chapter 36 of the Laws of 1913, the Board of Estimate and Apportionment hereby applies five hundred and sixty-eight thousand eight hundred and ninety-three dollars and forty-six cents ($568,893.46), of the fund entitled, "Moneys Available for Permanent Improvements for Which Corporate Stock May Lawfully be Issued," C—FM—24, toward the payment of the cost of construction and equipment of Public School buildings and additions thereto, as follows:

Public School, Yarmouth (formerly Ferry) and Shipley streets, Woodhaven, Borough of Queens		$228,853 46
Public School, Poplar street, Prospect avenue and Benton place, Douglaston, Borough of Queens		127,883 00
Evander Childs High School, Borough of The Bronx		124,361 00
Flushing High School, Flushing, Borough of Queens		87,796 00
		$568,893 46

—and for this purpose approves the transfer of said amounts from the said fund for the uses of the Department of Education.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, the following resolution adopted by the Board of Estimate and Apportionment February 11, 1910:

"Resolved, That pursuant to the provisions of section 169 of the Greater New York Charter, 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-nine thousand seven hundred and thirty-six dollars and thirty-three cents ($59,736.33) for the payment of awards, interest, etc., in sundry condemnation proceedings, in the manner and amounts described hereunder:

Borough of Queens.

Roanoke avenue and State street, adjoining Public School No. 39—		
Award	$14,000 00	
Interest from October 20, 1909, to March 1, 1910	305 66	
Costs, charges and expenses	1,273 24	
		$15,578 90
Borough of Manhattan.		
Hamilton place, West 140th and West 141st streets—		
Awards	$34,000 00	
Interest from July 1, 1907, to March 1, 1910	5,440 00	
Costs, charges and expenses	4,717 43	
		44,157 43
		$59,736 33

"—and 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-nine thousand seven hundred and thirty-six dollars and thirty-three cents ($59,736.33), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amounts authorized as follows:

Borough of Queens.

Roanoke Avenue and State Street, Adjoining Public School 39—		
Award	$14,000 00	
Interest from October 20, 1909, to March 1, 1910	305 66	
Costs, charges and expenses	1,273 24	
		$15,578 90
Borough of Manhattan.		
Hamilton Place, West 140th Street and West 141st Street—		
Awards	$34,000 00	
Interest from July 1, 1907, to March 1, 1910	5,440 00	
Costs, charges and expenses	60 00	
		39,500 00
		$55,078 90

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment December 9, 1910:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, to an amount not exceeding sixteen thousand two hundred and fifty-one dollars and sixty cents ($16,251,60), the proceeds whereof to be applied to defraying the cost of furniture for two new school buildings in the Borough of Queens, as follows:

"Public School 58, Walker and Grafton avenues, Woodhaven	$7,053 20
"Public School 77, Covert avenue and George street, Ridgewood	9,198 40
	$16,251 60"

—be *amended* to make the amounts authorized as follows:

Public School 58, Walker and Grafton avenues, Woodhaven	$7,053 20
Public School 77, Covert avenue and George street, Ridgewood	6,501 37
	$13,554 57

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment September 16, 1910:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, 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 five thousand dollars ($5,000), to provide means for grading and improving lots in the rear of Public School 136, 4th avenue, 40th and 41st streets, Borough of Brooklyn, and the Comptroller be and is hereby 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 *five thousand dollars* ($5,000) the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *three thousand five hundred dollars* ($3,500).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment January 11, 1912, and approved by the Board of Aldermen February 6, 1912:

"Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 29, 1910, and approved by the Board of Aldermen October 4, 1910:

"'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 three hundred thousand dollars ($300,000), to provide means for the construction of new Public School 47, Randolph, St. Lawrence and Hammond avenues, Borough of The Bronx, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 three hundred thousand dollars ($300,000), the proceeds whereof to be applied to the purposes aforesaid.'

"—be amended to make the amount read *two hundred and sixty-three thousand dollars* ($263,000)."

—be *amended* to make the amount authorized *two hundred and fifty-six thousand dollars* ($256,000).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment December 22, 1910:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York to an amount not exceeding twenty-one thousand eight hundred and eight dollars and sixty-five cents ($21,808.65), the proceeds whereof to be applied to the following purposes:

"Borough of Manhattan—Public School 101, furniture	$7,808 65
"Borough of Brooklyn—Erasmus Hall High School, boilers, foundations, smoke pipe conveyor and grates	14,000 00
	$21,808 65"

—be *amended* to make the amounts authorized:

Borough of Manhattan—Public School 101, furniture	$7,808 65
Borough of Brooklyn—Erasmus Hall High School, boilers, foundations, smoke pipe conveyor and grates	12,575 20
	$20,383 85

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 16, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, to an amount not exceeding two hundred and sixty-nine thousand nine hundred and forty dollars ($269,940), the proceeds whereof to be applied to the purpose of defraying the cost of constructing and equipping an addition to Public School 78, Pleasant avenue and 119th street, Borough of Manhattan."

—be *amended* to make the amount authorized *two hundred and twenty-four thousand nine hundred and forty dollars* ($224,940).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment April 13, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, to an amount not exceeding two hundred and thirty thousand one hundred and forty dollars ($230,140), the proceeds whereof to be applied to the purpose of defraying the cost of constructing and equipping an addition to Public School 132, 182d street and Wadsworth avenue, Borough of Manhattan."

—be *amended* to make the amount authorized *two hundred and three thousand one hundred and forty dollars* ($203,140).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment May 4, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, to an amount not exceeding three hundred and eighty-five thousand six hundred and thirty dollars ($385,630), the proceeds whereof to be applied to the purpose of defraying the cost of constructing and equipping New Public School 45, 189th and Hoffman streets and Lorillard place, Borough of The Bronx."

—be *amended* to make the amount authorized *three hundred fifty-three thousand six hundred twelve dollars and eighty-four cents* ($353,612.84).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment April 25, 1912:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, 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-six thousand five hundred dollars ($56,500), to provide means for the interior construction and equipment of Public School 92, Hayes avenue

and 42d street, North Corona, Borough of Queens, and 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 *amended* to make the amount authorized *fifty-four thousand three hundred two dollars and five cents* ($54,302.05).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 13, 1908, as amended October 30, 1908, February 5, 1909, June 10, 1910, and July 17, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York, to the amount of one million eight hundred twenty-three thousand nine hundred fifteen dollars and thirty-seven cents ($1,823,915.37), to provide means for the equipment of various school buildings now under construction, including electric work, heating and ventilating work, furniture, etc., and the Comptroller be and hereby 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 twenty-three thousand nine hundred fifteen dollars and thirty-seven cents ($1,823,915.37), the proceeds whereof to be applied to the purposes aforesaid, in the manner and amounts described hereunder:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
5	4	Addition, Rivington, Ridge and Pitt streets	$49,589 30
11	17	West 47th and 48th streets	91,000 00
21	100	138th and 139th streets, west of 5th avenue	145,000 00
1	114	73 Oliver street	74,187 67
8	14	Addition, 225 East 27th street	21,075 00
1	29	Albany, Washington and Carlisle streets, additional story	4,129 00
15	96	Avenue A, 81st and 82d streets	32,155 77
4	12	Madison and Jackson streets	9,146 05
9	41	Addition, 36 Greenwich avenue	6,255 00
12	59	Addition, 228 East 57th street	9,529 00
16	66	88th street, near 1st avenue	6,461 00
6	91	Stanton and Forsyth streets	27,200 00
		Borough of The Bronx.	
24	3	Addition, 157th street, east of Courtlandt avenue	55,200 00
26	16	Catharine and Matilda streets, Wakefield	50,320 77
23	43	Brown place and 135th street	8,333 00
		Borough of Brooklyn.	
35	24	Addition, Beaver and Belvidere streets and Arion place	47,004 75
40	64	Addition, Berriman street, Belmont and Atkins avenues	97,500 00
35	75	Evergreen avenue and Ralph street	69,691 04
29	93	New York avenue and Herkimer street	50,700 00
38	153	Avenue T, east of 12th street	55,635 00
38	154	11th avenue, Windsor place and Sherman street	45,349 22
36	155	Eastern parkway and Herkimer street	70,532 09
39	156	Sutter avenue, Barrett and Grafton streets	100,777 49
29	157	Kent avenue and Taaffe place, near Park avenue	88,270 83
40	158	Belmont avenue, Ashford and Warwick streets	67,032 81
40	159	Pitkin avenue, Hemlock and Crescent streets	53,109 76
37	131	Fort Hamilton avenue, 43d and 44th streets, temporary buildings in yard	1,978 40
27	5	Duffield, Johnson and Gold streets	76,200 00
39	66	Osborn and Watkins streets, near Sutter avenue	1,500 00
37	140	Addition, 60th street, west of 4th avenue	15,906 00
38	94	Prospect avenue, opposite Reeve place	7,314 00
32	129	Addition, Quincy street, near Stuyvesant avenue	7,292 31
38	152	Avenue G and East 23d street	7,744 00
T. S. T.	138	Prospect place, west of Nostrand avenue	5,820 00
		Borough of Queens.	
44	56	Orchard avenue and Elm street, Richmond Hill	41,784 71
44	90	Washington avenue, near Jamaica avenue, Richmond Hill	70,600 00
44	81	Cypress avenue, Ralph and Bleecker streets, temporary building in yard	2,599 70
42	89	Orchard avenue, 5th and 6th streets, Elmhurst	62,315 35
42	16	Sycamore avenue, Corona	7,491 00
44	88	Elm avenue and Fresh Pond road	7,480 00
		Borough of Richmond.	
45	19	Addition, Greenleaf avenue, West New Brighton	6,200 00
46	28	Fresh Kills road, Richmond	5,111 00
46	13	Pennsylvania avenue, Rosebank	7,188 00
		Miscellaneous.	
		Office Building, 131 Livingston street, Brooklyn—	
		Furniture	8,198 00
		Parental School, Flushing, Queens—	
		Furniture	23,852 35
		Sewage disposal	30,534 00
		Heating	91,622 00
			$1,823,915 37

—be *amended* to make the amounts authorized, as follows:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
5	4	Addition, Rivington, Ridge and Pitts streets	$49,094 30
11	17	West 47th and 48th streets	82,200 00
21	100	138th and 139th streets, west of 5th avenue	144,600 00
1	114	73 Oliver street	71,187 67
8	14	Addition, 225 East 27th street	20,925 00
1	29	Albany, Washington and Carlisle streets, additional story.	4,129 00
15	96	Avenue A, 81st and 82d streets	32,000 00
4	12	Madison and Jackson streets	9,146 05
9	41	Addition, 36 Greenwich avenue	6,255 00
12	59	Addition, 228 East 57th street	9,529 00
16	66	88th street, near 1st avenue	6,461 00
6	91	Stanton and Forsyth streets	27,200 00
		Borough of The Bronx.	
24	3	Addition, 157th street, east of Courtlandt avenue	55,200 00
26	16	Catharine and Matilda streets, Wakefield	50,320 77
23	43	Brown place and 135th street	8,333 00
		Borough of Brooklyn.	
35	24	Addition, Beaver and Belvidere streets and Arion place	47,004 75
40	64	Addition, Berriman street, Belmont and Atkins avenues	97,500 00
35	75	Evergreen avenue and Ralph street	69,691 04
29	93	New York avenue and Herkimer street	50,700 00
38	153	Avenue T, east of 12th street	55,000 00
38	154	11th avenue, Windsor place and Sherman street	45,349 22
36	155	Eastern parkway and Herkimer street	70,100 00
39	156	Sutter avenue, Barrett and Grafton streets	100,200 00
29	157	Kent avenue and Taaffe place, near Park avenue	88,270 83
40	158	Belmont avenue, Ashford and Warwick streets	67,032 81
40	159	Pitkin avenue, Hemlock and Crescent streets	53,000 00
37	131	Fort Hamilton avenue, 43d and 44th streets, temporary buildings in yard	1,978 40
27	5	Duffield, Johnson and Gold streets	76,200 00
39	66	Osborn and Watkins streets, near Sutter avenue	1,500 00
37	140	Addition, 60th street, west of 4th avenue	15,906 00
38	94	Prospect avenue, opposite Reeve place	7,314 00
32	129	Addition, Quincy street, near Stuyvesant avenue	7,292 31
38	152	Avenue G and East 23d street	7,744 00
T. S. T.	138	Prospect place, west of Nostrand avenue	5,820 00
		Borough of Queens.	
44	56	Orchard avenue and Elm street, Richmond Hill	41,784 71
44	90	Washington avenue, near Jamaica avenue, Richmond Hill	70,600 00
42	89	Orchard avenue, 5th and 6th streets, Elmhurst	62,315 35
42	16	Sycamore avenue, Corona	7,491 00
44	88	Elm avenue and Fresh Pond road	7,480 00
		Borough of Richmond.	
45	19	Addition, Greenleaf avenue, West New Brighton	6,200 00
46	28	Fresh Kills road, Richmond	5,111 00
46	13	Pennsylvania avenue, Rosebank	7,188 00
		Miscellaneous.	
		Office Building, 131 Livingston street, Brooklyn—	
		Furniture	8,198 00
		Parental School, Flushing, Queens—	
		Furniture	15,604 50
		Sewage disposal	30,534 00
		Heating	91,622 00
			$1,798,312 71

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That subject to concurrence herewith by the Board of Aldermen, the following resolution, adopted by the Board of Estimate and Apportionment April 24, 1908, as amended June 10, 1910; December 9, 1910; January 26, 1911; July 17, 1911; April 25, 1912, and February 27, 1913:

"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 three million four hundred fifty-nine thousand one hundred thirty-two dollars and seventy-one cents ($3,459,132.71) to provide means for the construction and improvement of public school buildings and additions thereto as follows:

School.	Location.	Amount.
	HIGH SCHOOLS.	
	Borough of Brooklyn.	
Girls' High		
(addition)	Nostrand avenue, Halsey and Macon streets	$75,000 00
Erasmus Hall		
(addition)	Flatbush avenue, near Church avenue	391,924 80
	ELEMENTARY SCHOOLS.	
	Borough of Manhattan.	
P. S. 101	111th street, near Lexington avenue, 44 rooms	258,000 00
P. S. 132	182d street and Wadsworth avenue, addition, 16 rooms	55,500 00
	Borough of The Bronx.	
P. S. 30	141st street and Brook avenue, addition, 18 rooms	111,000 00
	Borough of Brooklyn.	
P. S. 84	Glenmore and Stone avenues, addition, 32 rooms	236,317 51
P. S. ..	Barren Island, improvements	17,000 00
P. S. 126	Meserole avenue and Lorimer street, addition, 16 rooms	109,450 00
P. S. 128	21st avenue and 83d street, addition, 10 rooms	116,500 00
P. S. 160	Fort Hamilton avenue and 51st street, 35 rooms	196,500 00
P. S. 131	Fort Hamilton avenue and 43d street, temporary building	8,000 00
P. S. 162	St. Nicholas avenue and Suydam street, 48 rooms	255,200 00
P. S. 163	Benson and 17th avenues, 35 rooms	194,000 00
P. S. 164	14th avenue and 42d street, 48 rooms	273,000 00
	Borough of Queens.	
P. S. 58	Walker and Grafton avenues, Woodhaven, addition, 24 rooms	188,000 00
P. S. 77	Covert avenue and George street, Ridgewood, 44 rooms	286,917 00
P. S. 81	Ridgewood, temporary buildings	9,500 00
P. S. 87	Middle Village, addition, 24 rooms	146,000 00
P. S. 7	Van Alst avenue, Long Island City, addition, 24 rooms	153,748 40
P. S. 92	Park and Grinnell avenues and Randall street, North Corona, 48 rooms	182,000 00
	Contingencies.	
Salaries of Draftsmen, surveys, boring, drafting room supplies, etc.		195,575 00
		$3,459,132 71

"—and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 three million four hundred and fifty-nine thousand one hundred and thirty-two dollars and seventy-one cents ($3,459,132.71), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amounts authorized as follows:

School.	Location.	Amount.
	HIGH SCHOOLS.	
	Borough of Brooklyn.	
Girls' High		
(*addition*)	*Nostrand avenue, Halsey and Macon streets*	$74,000 00
Erasmus Hall		
(addition)	Flatbush avenue, near Church avenue	391,924 80
	ELEMENTARY SCHOOLS.	
	Borough of Manhattan.	
P. S. 101	*111th street, near Lexington avenue, 44 rooms*	256,000 00
P. S. 132	182nd street and Wadsworth avenue, addition, 16 rooms	55,500 00
	Borough of The Bronx.	
P. S. 30	*141st street and Brook avenue, addition, 18 rooms*	110,500 00
	Borough of Brooklyn.	
P. S. 84	Glenmore and Stone avenues, addition, 32 rooms	236,317 51
P. S.	Barren Island, Improvements	17,000 00
P. S. 126	Meserole avenue and Lorimer street, addition, 16 rooms	109,450 00
P. S. 128	21st avenue and 83rd streets, addition, 10 rooms	116,500 00
P. S. 160	Fort Hamilton avenue and 51st street, 35 rooms	196,500 00
P. S. 131	Fort Hamilton avenue and 43d street, temporary buildings	8,000 00
P. S. 162	St. Nicholas avenue and Suydam street, 48 rooms	255,200 00
P. S. 163	Benson and 17th avenues, 35 rooms	194,000 00
P. S. 164	*14th avenue and 42nd street, 48 rooms*	272,000 00
	Borough of Queens.	
P. S. 58	*Walker and Grafton avenues, Woodhaven, addition, 24 rooms*	182,000 00
P. S. 77	Covert avenue and George street, Ridgewood, 44 rooms	282,917 00
P. S. 81	Ridgewood, temporary buildings	9,500 00
P. S. 87	*Middle Village, addition, 24 rooms*	144,000 00
P. S. 7	*Van Alst avenue, Long Island City, addition, 24 rooms*	146,748 40

School.	Location.	Amount.
P. S. 92	Park and Grinnell avenues and Randall street, North Corona, 48 rooms	152,000 00
	Contingencies.	
Salaries of Draftsmen, surveys, borings, drafting room supplies, etc.		195,575 00
		$3,405,632 71

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment January 26, 1911, as amended April 25, 1912, and September 25, 1913:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York to an amount not exceeding two hundred nineteen thousand four hundred fifty-six dollars forty cents ($219,456.40), the proceeds whereof to be applied to the purpose of defraying the cost of furniture work and pianos for public schools, as follows:

Furniture Work.

Borough of Manhattan.

School and Location.	Amount.
Public School 95, Clarkson and West Houston streets, near Varick..	$22,875 00
Borough of The Bronx.	
Public School 46, 196th street, Bainbridge and Briggs avenues.....	17,625 00
Public School 44, Prospect avenue and 176th street.....	15,500 00
Public School 40, addition, Prospect avenue and Jennings street....	4,500 00
Borough of Brooklyn.	
Public School 19, addition, South 3d and Keap streets.....	11,625 00
Public School 167, Schenectady avenue and Eastern parkway.....	17,625 00
Public School 165, Lott and Hopkinson avenues and Amboy street..	13,125 00
Boys' High School, addition, Marcy avenue and Madison street....	49,086 00
Girls' High School, addition, Nostrand avenue and Macon street....	8,019 00
Erasmus Hall High School, addition, Flatbush avenue.....	23,094 00
Borough of Queens.	
Public School 7, addition, Van Alst avenue, Long Island City.....	7,875 00
Public School 58, addition, Woodhaven.....	2,991 80
Public School 77, Ridgewood Park.....	10,750 60
Pianos.	
Borough of Manhattan	4,215 00
Borough of The Bronx.....	2,900 00
Borough of Brooklyn	6,135 00
Borough of Queens	1,515 00
	$219,456 40

—be *amended* to make the amounts authorized, as follows:

Furniture Work.

Borough of Manhattan.

School and Location.	Amount.
Public School 95, Clarkson and West Houston streets, near Varick street.	$21,875 00
Borough of The Bronx.	
Public School 46, 196th street, Bainbridge and Briggs avenues.....	17,625 00
Public School 44, Prospect avenue and 176th street.....	11,500 00
Public School 40, addition, Prospect avenue and Jennings street.....	4,500 00
Borough of Brooklyn.	
Public School 19, addition, South 3d and Keap streets.....	11,625 00
Public School 167, Schenectady avenue and Eastern parkway.....	17,625 00
Public School 165, Lott and Hopkinson avenues and Amboy street.....	13,125 00
Boys' High School, addition, Marcy avenue and Madison street	36,086 00
Girls' High School, addition, Nostrand avenue and Macon street	7,019 00
Erasmus Hall High School, addition, Flatbush avenue	20,594 00
Borough of Queens.	
Public School 7, addition, Van Alst avenue, Long Island City.....	7,875 00
Public School 58, addition, Woodhaven.....	2,991 80
Public School 77, Ridgewood Park.....	10,750 60
Pianos.	
Borough of Manhattan	3,215 00
Borough of The Bronx.....	2,900 00
Borough of Brooklyn	6,135 00
Borough of Queens	1,515 00
	$196,956 40

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment December 3, 1909:

"Resolved, That pursuant to the provisions of section 169 of the Greater New York Charter, 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 eight thousand one hundred and ninety-six dollars and four cents ($8,196.04) to provide means for the purchase of a school site and the payment of additional interest on an award as hereunder specified:

For the purchase of site, Columbia avenue and Carroll place, adjoining P. S. 78, Winfield, Borough of Queens.....	$6,000 00
For the payment of additional interest on award made in proceeding to acquire site, southerly side East 12th street between Avenues B and C, Borough of Manhattan	2,196 04
	$8,196 04

"—and 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 eight thousand one hundred and ninety-six dollars and four cents ($8,196.04), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amounts authorized, as follows:

For the purchase of site, Columbia avenue and Carroll place, adjoining P. S. 78, Winfield, Borough of Queens.....	$6,000 00
For the payment of additional interest on award made in the proceeding to acquire site, southerly side East 12th street, between Avenues B and C, Borough of Manhattan	1,200 00
	$7,200 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 26, 1909, as amended June 10, 1910, and July 13, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to the amount of seven hundred and fifty-eight thousand eighty-nine dollars and sixty-five cents ($758,089.65), to provide means for the payment of awards and costs in sundry school site proceedings; for the discharge of sundry liabilities for equipment work already performed and in course of performance; for new work incidental to the completion of school buildings now under construction, etc., and the Comptroller be and is hereby 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 seven hundred and fifty-eight thousand, eighty-nine dollars and sixty-five cents ($785,089.65), in addition to the sum of two hundred thousand dollars ($200,000), authorized March 19, 1909, the proceeds whereof to be applied to the purposes aforesaid; the total sum of nine hundred and fifty-eight thousand eighty-nine dollars and sixty-five cents ($958,089.65), to be expended in the manner and amounts described hereunder:

For School Sites.

Borough of Brooklyn.

Willoughby avenue and Suydam street, near St. Nicholas avenue, awards, costs, charges, etc.....	$10,825 30
4th avenue, 29th and 30th streets, awards, costs, charges, etc.....	61,996 00
2d avenue, 86th and 87th streets, awards, costs, charges, etc.....	41,968 18
Rutledge street, between Lee and Bedford avenues, awards, costs, charges, etc.	53,252 50
7th avenue, 43d and 44th streets, awards, costs, charges, etc.....	31,567 50
Rockaway avenue and Sumpter street, awards, costs, charges, etc.....	60,091 80
Borough of Manhattan.	
12th street, between Avenues B and C, awards, costs, charges, etc....	154,330 00
Pleasant avenue and East 119th street, awards.....	71,635 00
Baxter and Hester streets, awards.....	40,000 00
Borough of Richmond.	
Clifton and Pennsylvania avenues, awards.....	3,375 00
Interest.	
Interest on above awards to April 1, 1909.....	23,055 06
Interest on total of awards from April 1, 1909, to May 1, 1909.....	2,577 04
Sundry Bills.	
For services of experts, etc.....	3,573 04
For Work Already Performed and in Course of Performance.	
Public School 128, Brooklyn, furniture.....	3,744 20
Public School 126, furniture	3,923 91
Public School 84, addition, furniture, etc.....	8,403 60
Sundry Schools, equipment	1,147 28
For Equipment of Buildings Now Under Construction.	
Borough of Manhattan.	
Public School 101, electric heating and ventilation.....	29,595 78
Public School 27, furniture	5,395 04
Public School 114, furniture	14,811 20
Public School 95, furniture	3,116 00
Borough of The Bronx.	
Public School 30, electric	6,000 00
Borough of Brooklyn.	
Public School 164, electric	14,000 00
Public School 162, heating and ventilation.....	34,534 00
Public School 163, heating and ventilation.....	26,311 41
Public School 84, heating, ventilation and furniture.....	74,596 40
Public School 126, furniture	2,500 00
Public School 128, furniture	3,000 00
Public School 160, furniture	13,418 38
Public School 163, furniture	13,500 40
Public School 19, furniture	3,255 00
Public School 165, furniture	2,495 00
Public School 165, temperature regulation.....	2,600 00
Borough of Queens.	
Public School 87, electric heating and ventilation.....	25,798 98
Salaries and Wages, Specifications, etc.	
All Boroughs.	
Wages of Inspectors and Draftsmen.....	100,000 00
Surveys, borings, specifications, materials, etc.....	7,696 65
	$958,089 65

—be *amended* to make the amounts authorized as follows:

For School Sites.

Borough of Brooklyn.

Willoughby avenue and Suydam street, near St. Nicholas avenue, awards, costs, charges, etc.	$10,825 30
Fourth avenue, 29th and 30th streets, awards, costs, charges, etc.....	61,996 00
Second avenue, 86th and 87th streets, awards, costs, charges, etc.....	41,968 18
Rutledge street, between Lee and Bedford avenues, awards, costs, charges, etc.	53,252 50
Seventh avenue, 43d and 44th streets, awards, costs, charges, etc.....	31,567 50
Rockaway avenue and Sumpter streets, awards, costs, charges, etc.....	60,091 80
Borough of Manhattan.	
Twelfth street, between Avenues B and C, awards, costs, charges, etc.....	154,330 00
Pleasant avenue and East 119th street, awards.....	71,635 00
Baxter and Hester streets, awards.....	40,000 00
Borough of Richmond.	
Clifton and Pennsylvania avenues, awards.....	3,375 00
Interest.	
Interest on above awards to April 1, 1909.....	23,055 06
Interest on total of awards from April 1, 1909, to May 1, 1909.....	2,577 04
Sundry Bills.	
For services of experts, etc.....	3,573 04
For Work Already Performed and in Course of Performance.	
Public School 128, Brooklyn, furniture.....	3,744 20
Public School 126, furniture	3,923 91
Public School 84, addition, furniture, etc.....	8,403 60
Sundry schools, equipment	1,147 28
For Equipment of Buildings Now Under Construction.	
Borough of Manhattan.	
Public School 101, electric heating and ventilation.....	29,595 78
Public School 27, furniture	5,395 04
Public School 114, furniture	14,511 20
Public School 95, furniture	3,116 00
Borough of The Bronx.	
Public School 30, electric	6,000 00
Borough of Brooklyn.	
Public School 164, electric	14,000 00
Public School 162, heating and ventilation.....	34,534 00
Public School 163, heating and ventilation.....	26,311 41
Public School 84, heating, ventilation and furniture.....	74,596 40
Public School 126, furniture.....	2,500 00
Public School 128, furniture	3,000 00
Public School 160, furniture	13,418 38
Public School 163, furniture.....	13,500 40
Public School 19, furniture.....	3,255 00
Public School 165, furniture	2,495 00
Public School 165, temperature regulation.....	2,600 00
Borough of Queens.	
Public School 87, electric heating and ventilation.....	25,798 98
Salaries and Wages, Specifications, Etc.	
All Boroughs.	
Wages of Inspectors and Draftsmen.....	100,000 00
Surveys, borings, specifications, materials, etc.....	7,696 65
	$957,789 65

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the following resolution, adopted by the Board of Estimate and Apportionment October 8, 1909, as amended June 10, 1910, and November 11, 1910:

"Resolved, That, pursuant to the provisions of section 169 of the Greater

New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to the amount of one hundred and fifty thousand one hundred and thirteen dollars and fifty-nine cents ($150,113.59), to provide means for the purchase of portable buildings and for the equipment of sundry school buildings now under construction, including electric work, heating and ventilating apparatus, furniture, etc., and 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 hundred and fifty thousand one hundred and thirteen dollars and fifty-nine cents ($150,113.59), the proceeds whereof to be applied to the purposes aforesaid, in the manner and amounts hereinafter described:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
17	101	111th street, west of Lexington avenue	$17,600 00
		Borough of The Bronx.	
23	30	141st street, near Brook avenue	22,858 33
		Borough of Brooklyn.	
35	162	St. Nicholas and Willoughby avenues and Suydam street	16,000 00
37	164	14th avenue, 42d and 43d streets	48,455 26
		Borough of Queens.	
42	87	Washington avenue, Middle Village	7,700 00
		Portable buildings	34,500 00
		Borough of Richmond.	
		Portable buildings	3,000 00
			$150,113 59"

—be *amended* to make the amounts authorized as follows:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
17	101	111th street, west of Lexington avenue	$17,600 00
		Borough of The Bronx.	
23	30	141st street, near Brook avenue	22,858 33
		Borough of Brooklyn.	
35	162	*St. Nicholas and Willoughby avenues and Suydam street*	6,031 14
37	164	*14th avenue, 42d and 43d streets*	48,050 00
		Borough of Queens.	
42	87	*Washington avenue, Middle Village*	7,550 00
		Portable buildings	34,500 00
		Borough of Richmond.	
		Portable buildings	3,000 00
			$139,589 47

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment February 11, 1910, as amended July 29, 1910, January 26, 1911, and October 9, 1913:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock to an amount not exceeding one million fifty-three thousand dollars ($1,053,000), for the construction of elementary school buildings, in the manner and amounts described hereunder:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
9	95	Clarkson and West Houston streets, between Varick and Hudson streets	$361,000 00
		Borough of Brooklyn.	
31	19	Addition—South 3d and Keap streets	194,000 00
39	167	Schenectady avenue, Eastern parkway and Lincoln place	273,000 00
39	165	Lott and Hopkinson avenues and Amboy street	225,000 00
			$1,053,000 00

"—and 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 fifty-three thousand dollars ($1,053,000), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amounts authorized, as follows:

District.	School.	Location.	Amount.
		Borough of Manhattan.	
9	95	*Clarkson and West Houston streets, between Varick and Hudson streets*	$352,000 00
		Borough of Brooklyn.	
31	19	Addition—South 3d and Keap streets	194,000 00
39	167	*Schenectady avenue, Eastern parkway and Lincoln place.*	268,000 00
39	165	*Lott and Hopkinson avenues and Amboy street*	219,500 00
			$1,033,500 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment April 8, 1910, as amended May 6, 1910, January 26, 1911, January 11, 1912, and February 27, 1913:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, 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 one million three hundred nineteen thousand dollars ($1,319,000), for the construction of public school buildings and additions thereto, in the manner and amounts described hereunder:

New Buildings and Additions.

District.	School.	Location.	Amount.
		Borough of Manhattan.	
7	61	East 12th street, between Avenues B and C	$291,000 00
		Borough of The Bronx.	
26	46	Bainbridge and Briggs avenues and 196th street	277,000 00
25	44	Prospect avenue and 176th street	240,000 00
		Borough of Brooklyn.	
32	168	Throop avenue, Bartlett and Whipple streets	250,000 00
40	171	Ridgewood, Lincoln and Nichols avenues	261,000 00
			$1,319,000 00

"—and when authority shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 three hundred nineteen thousand dollars ($1,319,000), the proceeds whereof to be applied to the purposes aforesaid";

—be *amended* to make the amounts authorized as follows:

New Buildings and Additions.

District.	School.	Location.	Amount.
		Borough of Manhattan.	
7	61	*East 12th street, between Avenues B and C*	$281,000 00
		Borough of The Bronx.	
26	46	Bainbridge and Briggs avenues and 196th street	277,000 00
25	44	*Prospect avenue and 176th street*	238,000 00
		Borough of Brooklyn.	
32	168	Throop avenue, Bartlett and Whipple streets	250,000 00
40	171	Ridgewood, Lincoln and Nichols avenues	261,000 00
			$1,307,000 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment January 11, 1911, and approved by the Board of Aldermen February 6, 1912:

"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 one hundred and eighty-five thousand two hundred and seventy-five dollars ($185,275), to provide means for the equipment of sundry public school buildings now under construction, in the manner and amounts described hereunder:

Equipment of New Buildings and Additions.

School.	Location.	Amount.
	Borough of Manhattan.	
61	12th street, between Avenues B and C	$22,050 00
	Borough of The Bronx.	
20	(Addition). Fox, Simpson and 167th streets	6,375 00
39	(Addition). Longwood avenue, Kelly and Beck streets	9,350 00
43	(Addition). Brown place, 135th and 136th streets	6,800 00
47	Randolph, St. Lawrence and Hammond avenues	82,000 00
	Borough of Brooklyn.	
168	Throop avenue, Bartlett and Whipple streets	20,700 00
171	Ridgewood, Lincoln and Nichols avenues	22,000 00
	Borough of Queens.	
40	Pacific and Union Hall streets, Jamaica	16,000 00
		$185,275 00

"—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 *amended* to make the amounts authorized as follows:

Equipment of New Buildings and Additions.

School.	Location.	Amount
	Borough of Manhattan.	
61	*12th street, between Avenues B and C*	$20,133 78
	Borough of The Bronx.	
20	(*Addition*). *Fox, Simpson and 167th streets*	5,380 89
39	(*Addition*). *Longwood avenue, Kelly and Beck streets*	2,873 85
43	(*Addition*). *Brown place, 135th and 136th streets*	6,183 82
47	Randolph, St. Lawrence and Hammond avenues	82,000 00
	Borough of Brooklyn.	
168	Throop avenue, Bartlett and Whipple streets	20,700 00
171	Ridgewood, Lincoln and Nichols avenues	22,000 00
	Borough of Queens.	
40	Pacific and Union Hall streets, Jamaica	16,000 00
		$175,272 34

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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 five thousand dollars ($5,000), to provide means for alterations in Public School 125, Blake, Rockaway and Thatford avenues, Borough of Brooklyn, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 five thousand dollars ($5,000), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *four thousand seven hundred dollars* ($4,700).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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 one hundred thousand dollars ($100,000), to provide means for the equipment, including heating and ventilating and electric work, of Boys' High School addition, Marcy and Putnam avenues, Borough of Brooklyn, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 hundred thousand dollars ($100,000), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *ninety-eight thousand nine hundred and ninety-nine dollars and twenty-five cents* ($98,999.25).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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 forty-three thousand nine hundred dollars ($43,900), to provide means for the equipment, including heating and ventilating and electric work, of Public School 7, addition, Van Alst avenue, near Flushing avenue, Long Island City, Borough of Queens, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 forty-three thousand nine hundred dollars ($43,900), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *thirty-six thousand forty-five dollars and twenty-nine cents* ($36,045.29).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment September 26, 1912, and approved by the Board of Aldermen October 29, 1912:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on January 11, 1912, and approved by the Board of Aldermen on February 6, 1912, as follows:

"'Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:'

"'"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 two hundred and twenty-six thousand eight hundred dollars ($226,800), to provide means for the construction of new Public School 40, Pacific and Union Hall streets, Jamaica, Borough of Queens, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 two hundred and twenty-six thousand eight hundred dollars ($226,800), the proceeds whereof to be applied to the purposes aforesaid."'

"'—be amended to make the amount read two hundred and thirteen thousand five hundred and twenty-five dollars ($213,525).'

"—be amended to make the amount read two hundred and eleven thousand five hundred and forty-nine dollars and fifty cents ($211,549.50)."

—be *amended* to make the amount authorized *two hundred six thousand five hundred forty-nine dollars and fifty cents* ($206,549.50).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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 seventy-eight thousand dollars ($78,000), to provide means for the construction of Public School 40, addition, Prospect avenue and Jennings street, Borough of The Bronx, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 seventy-eight thousand dollars ($78,000), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *seventy-four thousand five hundred dollars* ($74,500).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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 eighteen thousand six hundred dollars ($18,600), to provide means for the equipment, including heating and ventilating and electric work, of Public School 40, addition, Prospect avenue and Jennings street, Borough of The Bronx, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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 eighteen thousand six hundred dollars ($18,600), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *sixteen thousand six hundred dollars* ($16,600).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"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-eight thousand three hundred and twenty dollars ($58,320), to provide means for the equipment, including heating and ventilating and electric work, of new Public School 44, Prospect avenue and 176th street, Borough of The Bronx, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby 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-eight thousand three hundred and twenty dollars ($58,320), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *fifty-three thousand four hundred and twenty-six dollars and twenty-five cents* ($53,426.25).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment February 27, 1913, and approved by the Board of Aldermen March 25, 1913:

"Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on June 3, 1910, and approved by the Board of Aldermen on June 28, 1910, 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-nine thousand five hundred and thirty-five dollars ($59,535), to provide means for the equipment, including heating and ventilating and electric work, of new Public School 46, Bainbridge and Briggs avenues and 196th street, Borough of The Bronx, 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 to an amount not exceeding fifty-nine thousand five hundred and thirty-five dollars ($59,535), the proceeds whereof to be applied to the purposes aforesaid.'

"—be amended to make the amount authorized fifty-nine thousand three hundred and seventy-one dollars and eleven cents ($59,371.11)."

—be *amended* to make the amount authorized *fifty-nine thousand three hundred and fifty-six dollars and thirty-seven cents* ($59,356.37).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 9, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York to an amount not exceeding one hundred and twenty-five thousand seven hundred dollars ($125,700), the proceeds whereof to be applied for the purpose of defraying the cost of constructing and equipping an addition to Public School No. 43, Brown place and 135th street, Borough of The Bronx."

—be *amended* to make the amount authorized *one hundred thirteen thousand five hundred dollars* ($113,500).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 9, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York to an amount not exceeding two hundred and eighty-five thousand five hundred dollars ($285,500), the proceeds whereof to be applied for the purpose of constructing and equipping an addition to and installing heating and electric work in Public School No. 39, Longwood avenue, Kelly and Beck streets, Borough of The Bronx."

—be *amended* to make the amount authorized *two hundred forty-seven thousand nine hundred eight dollars and eighty-eight cents* ($247,908.88).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the following resolution adopted by the Board of Estimate and Apportionment March 9, 1911:

"Resolved, That, pursuant to the provisions of section 169 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York to an amount not exceeding one hundred and six thousand two hundred dollars ($106,200), the proceeds whereof to be applied for the purpose of defraying the cost of constructing and equipping an addition to and installing electric work in Public School No. 20, Fox, Simpson and 167th streets, Borough of The Bronx."

—be *amended* to make the amounts authorized *ninety-three thousand five hundred seventy-five dollars* ($93,575).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 three hundred and thirty-four thousand seven hundred and thirty dollars ($334,730), to provide means for the construction and equipment of Public School 102, 113th street, east of 2d avenue, Borough of Manhattan, 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 *amended* to make the amount authorized *two hundred seventy-four thousand seven hundred thirty dollars* ($274,730).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 three hundred and fifty thousand two hundred and fifty-nine dollars ($350,259), to provide means for the payment of the award and interest in School Sites Proceedings—Hamilton place, west of 140th and 141st streets, Borough of Manhattan, 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 *amended* to make the amount authorized *two hundred seventy-seven thousand seven hundred fifty-nine dollars* ($277,759).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 three hundred and eighty-five thousand six hundred and thirty dollars ($385,630), to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of Vyse and Bryant avenues, and 173d street, Borough of The Bronx, 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 *amended* to make the amount authorized *three hundred and seventy-three thousand six hundred twenty-nine dollars and ninety-three cents* ($373,629.93).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 three hundred sixty-six thousand and thirty dollars ($366,030), to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of Union avenue and East 155th street, Borough of The Bronx, 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 *amended* to make the amount authorized *three hundred sixty-two thousand twenty-nine dollars and seventy-five cents* ($362,029.75).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 two hundred and thirty thousand six hundred and twenty dollars ($230,620), to provide means for the construction and equipment of a public school building at East 9th and 10th streets, between Avenues K and L, Borough of Brooklyn, 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 *amended* to make the amount authorized *two hundred twenty-two thousand six hundred twenty dollars* ($222,620).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 two hundred and twenty dollars ($230,620), to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of 4th avenue, 29th and 30th streets, Borough of Brooklyn, 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 *amended* to make the amount authorized *two hundred and twenty thousand seven hundred and seventy dollars* ($220,770).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 two hundred and ninety thousand five hundred and twenty dollars ($290,520), to provide means for the construction and equipment of a public school building on a site to be acquired to the east and south of 12th avenue, 64th and 65th streets, Borough of Brooklyn, 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 *amended* to make the amount authorized *two hundred seventy thousand five hundred dollars* ($270,500).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 11, 1912, and approved by the Board of Aldermen October 15, 1912:

"Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911:

"'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 two hundred and eighty-six thousand dollars ($286,000), to provide means for the interior construction and equipment of the Bay Ridge High School, 4th avenue, 67th and Senator streets, Borough of Brooklyn, 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 amended to make the amount read two hundred and sixty-one thousand dollars ($261,000)."

—be *amended* to make the amount authorized *one hundred eighty-two thousand seven hundred sixty dollars* ($182,760).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

"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 two hundred and twenty-six thousand one hundred and forty dollars ($226,140), to provide means for the construction and equipment of an addition to Public School 71, Forest avenue, East Williamsburg, Borough of Queens, 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 *amended* to make the amount authorized *two hundred fourteen thousand two hundred seventy-five dollars and seventy cents* ($214,275.70).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 27, 1912, and approved by the Board of Aldermen October 15, 1912:

"Resolved, That, subject to 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, 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 one hundred and forty-five thousand seven hundred and sixty dollars ($145,760) to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of Hillside avenue and Cherry street, Douglaston, Borough of Queens, 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 amended to read 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 one hundred and twenty-one thousand four hundred dollars ($121,400) to provide means for the construction and equipment of a public school building on a site owned on Old House Landing road, Lafayette place and Cutter avenue, Westmoreland, Borough of Queens, 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 *amended* to make the amount authorized *one hundred sixteen thousand four hundred dollars* ($116,400).

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Education—Modification of Schedules and Transfer of Appropriation (Cal. No. 60).

The Secretary presented communications from the Board of Education, dated January 15, February 6, February 17 and March 5, 1914, requesting the modification of certain schedules for the year 1914, and the following report of the Comptroller, recommending approval of the modifications of the schedules providing for the increases in salaries of one Stenographer and Typewriter from $1,500 to $1,650 per annum, one Clerk from $1,350 to $1,650, and of one Junior Architectural Draftsman from $915 to $1,046.67 per annum, but that the other increases be denied.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 11, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 14 and February 6, 1914, the Board of Education requested modification of schedules 851, Salaries, Regular Employees, Administration, Executive, and 852, Salaries, Regular Employees, Executive, Reference and Research, for the year 1914, involving the transfer of $2,500 from the former schedule to the latter. On February 17th and March 5th further modification of 851 was requested, also modification of No. 854. In connection therewith I report as follows:

In the Budget for 1914 $2,500 was added to schedule 851 to provide for a Clerk to Teachers' Council, which position and salary was deemed necessary. It is now proposed to do away with this line in this schedule and use the $2,500 to create in the office of Reference and Research two new positions of Stenographer and Typewriter, at $1,650 and $750, respectively. This is for the purpose of transferring Miss Emma Kraus, Stenographer and Typewriter, at $1,500 per annum, from the office of the Secretary, at a salary of $1,650 per annum, and to give her an assistant at $750. The remaining $100 is to be charged to balance unassigned.

The work of the Teachers' Council belongs to the office of Reference and Research rather than to the office of the Secretary, and it is therefore recommended that the $2,500 appropriated for secretarial work for the Council be transferred and applied as requested. It is stated that Miss Kraus, who has been selected to act as Secretary, has shown ability in handling the work of the Committee on Elementary Schools during the past three years. President Churchill states that she will need an assistant in the position. He requests that the title of the assistant's position be changed from Stenographer and Typewriter to Typewriting Copyist, as the incumbent was certified for appointment under the latter title.

It is further proposed by the Board of Education to change the lines:

"Clerk	$2,500 00
Clerk	1,350 00
Clerk	750 00
Stenographer and Typewriter, 5 at $750	3,750 00
Draftsman	915 00
Junior Draftsman	750 00
Balance Unassigned	1,200 00"

—to read:

"Clerk, 1 at $3,000	$3,000 00
Clerk, 1 at $1,650	1,650 00
Clerk, 2 at $900	1,800 00
Clerk, 1 at $540	540 00
Stenographer and Typewriter, 1 at $900	900 00
Stenographer and Typewriter, 3 at $750	2,250 00
Junior Architectural Draftsman, 1 at $1,046.67	1,046 67
Balance Unassigned	28 33"

The foregoing changes, if approved by your Board, will provide for five salary increases, one transfer at present rate and one substitution of higher grades as follows:

Salary Increases.

Name and Title.	Present Rate.	Proposed Increase.
William S. West, Clerk	$2,500 00	$500 00
Minnie Keil, Clerk	1,350 00	300 00
Elizabeth C. Gillies, Clerk	750 00	150 00
Rose M. O'Conner, Stenographer and Typewriter	750 00	150 00
Frederick Klodt, Junior Architectural Draftsman	915 00	131 67
Transfer at Present Rate.		
Samuel J. Hundt, Clerk	$540 00	$540 00
New Position.		
Clerk	.....	$900 00

Mr. West, who was transferred from the office of the Secretary, is to act as Chief Clerk of the new office, and it is chiefly because of additional duties in this capacity that an increase of $500 per annum is proposed. It is stated that Mr. West's service has been meritorious, but a comparison of the duties and responsibilities of his present position with similar positions in the Department of Education and the Department of Finance indicates that his compensation is not below that usually paid for clerical service. It is, therefore, recommended that the request for an increase of $500 per annum in his salary be disapproved.

As there appear to be special reasons for granting the increases requested for Miss Keil and Mr. Klodt, I recommend that they be approved. Mr. Klodt was appointed in March, 1913, at $915 per annum, to do special work for the Committee on Sites. That rate was the only available one at the time and he accepted it with the understanding that he would be placed in the 1914 estimate at $1,050. It is stated that his service as a draftsman has been satisfactory. In Miss Keil's case, a salary of $1,800 per annum was provided in the budget for the position to which she has been assigned, but she is eligible to only $1,650 per annum. The transfer of Mr. Hundt at his present rate is recommended for approval. The remainder of the request is recommended to be denied. The line item changes recommended are as follows:

Code No.	Schedule Line.	Schedule Transfer. Decrease.	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
851	Clerk to Teachers' Council, 1 at $2,500	$2,500 00	.....	$2,291 67	.....
852	Stenographer and Typewriter, 1 at $1,650	.....	$1,650 00	.....	$1,512 50
	Typewriting Copyist, 1 at $750	.....	750 00	.....	687 50
	Clerk, 1 at $1,350	1,350 00	.....	1,237 50	.....
	Clerk, 1 at $1,650	.....	1,650 00	.....	1,512 50
	Draftsman, 1 at $915	915 00	.....	838 75	.....
	Junior Architectural Draftsman, 1 at $1,046.67	.....	1,046 67	.....	959 45
	Clerk, 1 at $540	.....	540 00	.....	495 00
	Junior Draftsman	750 00	.....	687 50	.....
	Balance unassigned	121 67	.....	111 53	.....
		$5,636 67	$5,636 67	$5,166 95	$5,166 95

In the requests under date of February 17, 1914, it is proposed, in 851, Executive, that the lines Clerk, 1 at $2,250; Clerk, 1 at $1,800; Clerk, 1 at $420; Stenographer and Typewriter, 1 at $600, be changed to read: Clerk, 1 at $2,500; Clerk, 1 at $1,500; Stenographer and Typewriter, 1 at $750; Clerk, 1 at $300; balance unassigned, $20.

These changes are for the purpose of increasing salaries as follows:

William C. McGregor, Clerk, from $2,250 to $2,500.

Anna I. Lynch, Stenographer and Typewriter, from $600 to $750.

Max Dinowitz, Clerk, from $420 to $540.

In 854, General Supervision, it is requested that the lines Clerk, 6 at $1,500; Clerk, 5 at $1,050; Clerk, 6 at $900; Clerk, 1 at $420; Clerk, 3 at $300; Stenographer and Typewriter, 2 at $1,050; Stenographer and Typewriter, 3 at $900; Typewriting Copyist, 1 at $750, be changed to read: Clerk, 2 at $1,650; Clerk, 4 at $1,500; Clerk, 4 at $1,050; Clerk, 5 at $900; Clerk, 1 at $420; Clerk, 2 at $300; Stenographer and Typewriter, 1 at $1,050; Stenographer and Typewriter, 4 at $900; Stenographer and Typewriter, 1 at $600; Stenographer and Typewriter, 1 at $420; Typewriting Copyist, 2 at $900; balance unassigned, $30.

These changes are for the purpose of increasing salaries as follows:

Katherine M. Gyves, Typewriting Copyist, from $750 to $900.

Joseph B. Curran, Clerk, from $1,500 to $1,650.

Sarah M. Yates, Clerk, from $1,200 to $1,350.

Frank X. Stewart, Clerk, from $300 to $420.

John J. Leddy, Clerk, from $1,050 to $1,200.

Charles C. Sherrick, Clerk, from $1,500 to $1,650.

Ollie G. Cooke, Typewriting Copyist, $750 to $900.

On March 5th it was requested that the line Clerk, 1 at $750 per annum be changed to read Stenographer and Typewriter at the same rate, for the purpose of increasing the salary of Miss Lynch, $150 per annum. I recommend that this and all the requests made on February 17, be denied.

I recommend the adoption of the attached resolutions transferring $2,500 from 851 to 852, providing for increasing the salaries of Miss Krauss, Miss Kiel and Mr. Klodt; for the appointment of an assistant to Miss Krauss, and for the transfer of Mr. Hundt at his present rate.

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 1914, as follows:

FROM

Salaries, Regular Employees, Administration.

851 Executive	$2,500 00

TO

Salaries, Regular Employees, Administration.

852 Reference and Research	$2,500 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules as modified for the Department of Education for the year 1914, as follows:

Special School Fund, Personal Service, Salaries, Regular Employees, Administration.

852 Reference and Research—	
Clerk	$2,500 00
Clerk	1,650 00
Clerk, 2 at $1,050	2,100 00
Clerk	750 00
Clerk	540 00
Clerk	300 00
Typewriting Copyist	1,050 00
Typewriting Copyist	750 00
Stenographer and Typewriter	1,650 00
Stenographer and Typewriter	1,050 00
Stenographer and Typewriter	900 00
Stenographer and Typewriter, 5 at $750	3,750 00
Junior Architectural Draftsman	1,046 67
Messenger	900 00
Tabulating Machine Operator, 2 at $750	1,500 00
Balance unassigned	1,078 33
	$21,515 00

851 Executive—

Secretary	$5,500 00
Assistant Secretary	4,000 00
Chief Clerk	3,000 00
Clerk	2,250 00
Clerk, 2 at $2,100	4,200 00
Clerk	1,950 00
Clerk	1,800 00
Clerk	1,500 00
Clerk	1,350 00
Clerk	1,050 00
Clerk	900 00
Clerk	750 00
Clerk, 2 at $540	1,080 00
Clerk	480 00
Clerk	420 00
Clerk	300 00
Stenographer and Typewriter	2,750 00
Stenographer and Typewriter, 4 at $1,500	6,000 00
Stenographer and Typewriter	1,050 00
Stenographer and Typewriter	600 00
Typewriting Copyist	1,200 00
Switchboard Operator	750 00
Switchboard Operator, 2 at $600	1,200 00
Librarian	1,200 00
Messenger	1,200 00
Balance unassigned	400 00
Schedule Total	$46,880 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the requests of the Board of Education for the modification of salary schedule 851 for the year 1914, as set forth in communications dated March 5, 1914, and February 17, 1914, and for the modification of salary schedule 852 for the year 1914, as set forth in a communication dated February 6, 1914, which would provide for the following: Clerk, 1 at $3,000; Clerk (to take effect February 1, 1914), 1 at $900; Clerk (to take effect March 1, 1914), 1 at $900; Clerk, 1 at $540; Stenographer and Typewriter, 1 at $900; Stenographer and Typewriter, 3 at $750.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Public Service Commission for the First District—Consent to Award of Eleven Contracts for the Supply of Rail and Track Equipment in Connection with the Construction of Rapid Transit Railways Under Contract No. 4, and the Issue of Corporate Stock Therefor, Etc. (Cal. No. 61-A to 61-K).

The Secretary presented the following report of the Comptroller, recommending the consent to the award of the said contracts and the issue of corporate stock therefor, as specified in said report:

(On March 6, 1914, eleven requisitions of the Public Service Commission for the consent to the award of said contracts, and the issue of corporate stock therefor, were referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 27th, the Public Service Commission for the First District transmitted for consent of the Board of Estimate and Apportionment, eleven proposed contracts for the supply of rails and track equipment for use on the lines now constructing at the City's expense, at an aggregate cost to the City of $210,383.32.

These contracts are as follows:

(1)	With the Bethlehem Steel Products Co., for about 3,684 tons of open hearth rail and drilling, the sum of	$127,108 00
(2)	With the Manganese Steel Rail Co., for about 522 tons of manganese rail and drilling, the sum of	43,199 52
(3)	With the Rail Joint Company for 10,200 pair of splice bars, the sum of	19,035 00
(4)	With the American Iron and Steel Manufacturing Company, 24,,000 pounds of bolts and nuts, the sum of	6,308 40
(5)	With the Lackawanna Steel Company for 215,000 pounds of track spikes, the sum of	3,569 00
(6)	With the Creepcheck Company, Inc., for 15,200 anti-creepers, the sum of	2,736 00
(7)	With the American Iron and Steel Manufacturing Company, 101,000 pounds of screw spikes, the sum of	2,560 00
(8)	With the American Brake Shoe and Foundry Company, for 7,500 adjustable separators, the sum of	1,822 50
(9)	With the Eastern Malleable Iron Company, for 6,300 rail braces, the sum of	1,524 50
(10)	With the American Brake Shoe and Foundry Company for 81,000 pounds of washers, the sum of	1,488 40
and (11)	With the Eastern Malleable Iron Company, for 400 end inclines, the sum of	1,032 00

On the major contract for rail and that for anti-creepers, three concerns submitted prices; on the manganese rail contract, those for separators, rail braces and inclines, only two bidders competed, and there was only one bidder on each of the contracts for splice, bolts and nuts, washer and spike contracts. This is not the competition that one would expect to ensue in times of reputed business depression. It is explained in part by the fact that the City has not been in the market in the past for materials of this character, and the contract and inspection routine required does not appeal to manufacturers accustomed to the more direct methods of railroads.

A broader competition might have been secured had the advertising been in journals devoted to the particular industries involved, as well as in those commonly employed on City contract work. However, notwithstanding the lack of bidding, the prices are favorable.

The contracts for rails provide for bond hole drilling being done at the mills, at prices of 25 cents and 15 cents, respectively per hole, if required by the Commissioner. This is an equipment charge payable by the operator under the terms of Contract No. 4, and the resolutions herewith submitted take cognizance of this condition and exclude such prospective costs from being made a charge against the City's account.

This equipment is sufficient for about 27 miles of single track. It is proposed to begin track laying at once on the 4th Avenue line, and to begin operation thereover from Manhattan to about 25th street, Brooklyn, by August 1.

The Commission in submitting these contracts requested the Board to consent to awards to the contractors as herein stated and to prescribe a limit aggregating $210,383.32, to the amount of bonds available to meet the requirements of the City's obligation; also to direct the Comptroller to issue bonds to the necessary amount, and charge them against the appropriation of $60,000,000 made by the Board on March 18, 1913, for the purpose of carrying out the terms of Contract No. 4.

I recommend the adoption of the attached resolutions consenting to the award of the contracts, limiting the amount of bonds available and authorizing and directing the Comptroller to issue the necessary corporate stock. Respectfully,

WM. A. PRENDERGAST, Comptroller.

—

Consent to Award of Contract with Manganese Steel Rail Company for Furnishing Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-A).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Manganese Steel Rail Company, for the supply of rail and track equipment in connection with the construction of rapid transit railways under contract No. 4, and the issue of $43,199.52 corporate stock therefor;

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and Manganese Steel Rail Company for the supply of track materials for the construction of rapid transit railroads, to wit: Manganese rail.

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 forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of rapid transit railroads, at the public expense, to wit, the sum of forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52).

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 forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 Manganese Steel Rail Company, dated February 24, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, manganese rail, the aggregate of the unit prices in the proposal amounting to forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52).

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 Manganese Steel Rail 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 forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 forty-three thousand one hundred ninety-nine dollars and fifty-two cents ($43,199.52), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000) for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said Manganese Steel Rail 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.

Resolved, That the 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 the said Manganese Steel Rail 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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* **for use in the construction of Rapid Transit Railroads,*" 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 No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.
By EDWARD E. McCALL, Chairman.
TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Manganese Rail for Use in the Construction of Rapid Transit Railroads.

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 Manganese Steel Rail Company, a corporation organized and existing under the laws of the State of Delaware, 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of manganese rail hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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,

*Here insert name of class of material for which bid is submitted.

designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory" or other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1001B. For manganese rails, furnished and delivered to the Store Yard, as follows:

(a) For standard and short lengths, the sum of three and 7821-10,000 dollars ($3.7821) per hundred pounds.

(b) For special turnout lengths, the sum of three and 7821-10,000 dollars ($3.7821) per hundred pounds.

Item No. 1001C. For drilling bond and separator holes in rails, the sum of fifteen cents ($0.15) per hole drilled.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Rail, 100 lb. A. R. A., Type B, and is designated or numbered as follows: Contract Drawing No. T-1001.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

3.

SPECIFICATIONS FOR MANGANESE RAIL.

Contract Drawing No. T-1001.

Manganese Steel.

Section 38. In these specifications 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.

Section.

Section 39. The section of all rails shall be that known as the American Railway Association standard, Type "B," 100 pounds, 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 40. The weight of the rails specified in the order shall be maintained as nearly as possible to one hundred and one (101) pounds per yard of 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 rail called for will be allowed. Rails accepted will be paid for according to actual weights, within the above limits.

Length.

Section 41. 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. A quantity of short lengths cut to even inches will be required for use in turnouts.

Variations in Length.

Section 42. Variations in individual rails of not more than three-eighths (⅜) of an inch from the normal length will be accepted. Both ends of all short lengths of rails shall be painted green. The length of turnout rails shall be painted on side of web.

Stamping.

Section 43. 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 letter "M" shall be rolled or stamped upon each manganese rail.

Drilling.

Section 44. Circular holes, as indicated on the drawing, shall be provided for splice bars, separators and bonds. They shall conform accurately to the dimensions shown, and shall be free from burrs. These holes may be punched and must be cylindrical and not conical.

Finish.

Section 45. The distance between the supports of the rails in the gagging press shall be not less than forty-two (42) inches. All rails after finishing shall be smooth on heads, straight in line and surface, without twists, kinks or waves, and 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.

Manufacture Best Practice.

Section 46. 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.

Method of Manufacture.

Section 47. The methods and appliances used in the manufacture of the rails shall be such as to give uniform results both as to chemical composition and physical characteristics.

Quenching of Rails.

Section 48. All rails shall be quenched in a 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 Composition.

Section 49. 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 Analysis.

Section 50. In order to ascertain whether the chemical composition is in accordance with the requirements, the makers shall furnish the Inspector 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.

Physical Tests.

Section 51. 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.

Drop Test.

Section 52. The drop testing machine used shall be the standard of the American Railway Engineering Association.

(a) The tup shall weigh two thousand (2,000) pounds, and have a striking face with a radius of five (5) inches.

(b) The anvil block shall weigh twenty thousand (20,000) pounds, 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.

Size of Test Pieces.

Section 53. The drop test 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 of the tup falling free from a height of twenty (20) feet.

Additional Tests.

Section 54. If any rail breaks when subjected to less than three (3) blows under the drop, two (2) additional tests shall be made on the top rails from the same pit. If either of these re-tests fails, all of the top rails from the pit which they represent shall be rejected. Two (2) 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 (2) 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 not be less than sixty (60) degrees F., not greater than one hundred and twenty (120) degrees F.

Defective Rails.

Section 55. 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.

Payment.

Section 56. Payment for manganese rail will be made at the prices stipulated in Schedule Items 1001B (a) and 1001B (b) per hundred pounds, within the limits specified in Section 40, delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the manganese rail, and all other work, labor and material incidental thereto.

When rails are ordered drilled for bond and separator holes, such drilling will be paid for at the price stipulated in Schedule Item 1001C per hole drilled; all other drilling is included in the prices per hundred pounds.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 four thousand three hundred nineteen and 95/100 dollars ($4.319.95).

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 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 conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Comp-

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

troller 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within eighty-four days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within one hundred and twelve days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Manganese Steel Rail Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of manganese rail for subway purposes at an estimated cost to the City of forty-three thousand one hundred and ninety-nine dollars and fifty-two cents ($43,199.52); 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 forty-three thousand one hundred and ninety-nine dollars and fifty-two cents ($43,199.52); 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 forty-three thousand one hundred and ninety-nine dollars and fifty-two cents ($43,199.52), 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Provided, however, that in case drilling for bond holes shall be done in accordance with the terms of said contract, such work shall not be certified on estimates to become payable by the City, but shall be paid for as part of the electrical equipment charge by the operator, under terms of Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Consent to Award of Contract with the Bethlehem Steel Products Company for Furnishing Track Materials, and the Issue of Corporate Stock Therefor (Cal. No. 61-B).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Bethlehem Steel Products Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under Contract No. 4, and the issue of $127,108 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and Bethlehem Steel Products Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit., open hearth rail.

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 one hundred and twenty-seven thousand one hundred and eight and no one hundredths dollars ($127,108.00), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads, at the public expense, to wit, the sum of one hundred and twenty-seven thousand one hundred and eight and no one hundredth dollars ($127,108.00).

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 expenses of executing said contract, to wit, the sum of one hundred and twenty-seven thousand one hundred and eight and no one hundredth dollars ($127,108.00).

This requisition is a subrequisition on account of and not in addition to the requisition made by the Public Service Commission for the First Distrct under date of March 18, 1913, upon your Honorable Board for sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 Bethlehem Steel Products Company, dated February 20, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit: open hearth rail, the aggregate of the unit prices in the proposal amounting to one hundred and twenty-seven thousand one hundred and eight dollars ($127,108).

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 Bethlehem Steel Products 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 one hundred and twenty-seven thousand one hundred and eight dollars ($127,108), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 one hundred and twenty-seven thousand one hundred and eight dollars ($127,108), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said Bethlehem Steel Products 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.

Resolved, That the 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 the said Bethlehem Steel Products Company, and in case the sureties or securities

*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.

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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* **for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Open Hearth Rail for Use in the Construction of Rapid Transit Railroads.

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 Bethlehem Steel Products Company, a corporation organized and existing under the laws of the State of Pennsylvania, 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of open hearth rail hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Item No. 1001. For open hearth rails, furnished and delivered to the Store Yard, as follows:

(a) No. 1, the sum of one 50-100 dollars ($1.50) per hundred pounds.

Item No. 1001A. For open hearth guard rails, furnished and delivered to the Store Yard, as follows:

(a) No. 1, the sum of one 86-100 dollars ($1.86) per hundred pounds.

(b) No. 2, the sum of one 79½-100 dollars ($1.79½) per hundred pounds.

Item No. 1001C. For drilling bond and separator holes in rails, the sum of twenty-five cents ($0.25) per hole drilled.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according

*Here insert name of class of material for which bid is submitted.

to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Chief Engineer, is stamped with the seal of the Commission, and bears the title: Standard Rail, 100 lb., A. R. A., Type B, and is designated or numbered as follows: Contract Drawing No. T-1001.

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

2.

SPECIFICATIONS FOR OPEN-HEARTH RAIL.

Contract Drawing No. T-1001.

Open-Hearth Steel.

Section 12. 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.

Section.

Section 13. The section of all rails shall be that known as the American Railway Association Standard, Type "B." 100 pound, 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 14. The weight of the rails shall be maintained as nearly as possible to one hundred (100) pounds per yard of 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 rail called for will be allowed. Rails accepted will be paid for according to actual weight within the above limits.

Length.

Section 15. The standard length of track rails shall be thirty-three (33) feet at a temperature of sixty (60) degress 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.

Variations in Length.

Section 16. Variations in individual rails of not more than three-eighths (⅜) of an inch from the normal 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 17. 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 rail.

Drilling.

Section 18. Circular holes, as indicated on the drawing, shall be provided for splice bars, and for bonds if so ordered. They shall conform accurately to the dimensions shown, and shall be free from burrs. These holes shall be drilled and must be cylindrical and not conical.

Protection While Cooling.

Section 19. All 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 coal press shall be reduced to a minimum.

Finish.

Section 20. Any 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 rails in the gagging press shall be not less than forty-two (42) inches. All rails after finishing shall be smooth on heads, 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.

Manufacture Best Practice.

Section 21. 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 Allowance.

Section 22. The number of passes and the speed of the train shall be so regulated for all 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.

Chemical Composition.

Section 23. The chemical composition of each heat of 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 24. When the material used at any mill is such that the average phosphorus content of the ingot metal used is running below 0.03 per centum, the carbon may be increased, with the approval of the Engineer, at the rate of 0.035 per centum for each 0.01 per centum that the phosphorus content of the ingot metal used averages below 0.03 per centum for open-hearth steel.

Chemical Analysis.

Section 25. In order to ascertain whether the chemical composition is in accordance with the requirements, the makers shall furnish the Inspector 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.

Physical Test.

Section 26. 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 the "nick and break" test.

Drop Test.

Section 27. 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.

Size of Test Pieces.

Section 28. Drop tests of 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 of Test Pieces.

Section 29. The temperature of the test pieces shall be between sixty (60) and one hundred (100) degrees Fahrenheit.

Height of Drop.

Section 30. 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 (1) inch, or three (3) per centum each for two (2) consecutive inches of the six (6) inch scale.

Complete Elongation.

Section 31. A sufficient number of blows shall be given to determine the complete elongation of the test piece of at least one (1) out of every three (3) test pieces.

Permanent Set.

Section 32. 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 33. 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.

Tests Required.

Section 34. Test pieces shall be selected from the second, middle and last full ingot of each heat, and tested under the drop for elongation or ductility, as hereinbefore specified.

(a) If two (2) 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 (3) test pieces when broken show interior defect.

(b) If two (2) of the test pieces break at the first blow or do not show the required elongation, or if any of the three (3) 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 (3) 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 (2) 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 (3) test pieces when broken show interior defect.

(d) If two (2) of these test pieces break at the first blow or do not show the required elongation, or if any of the three (3) test pieces when broken show interior defects, all of the second rails of the heat shall be rejected.

(e) Third tests shall then be made from three (3) 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 (2) 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 (3) test pieces when broken show interior defect.

(f) If two (2) of these test pieces break at the first blow, or do not show the required elongation, or if any of the three (3) test pieces when broken show interior defect, all of the remainder of the rails from that heat shall be rejected.

Defective Rails.

Section 35. 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. Rails, which by reason of surface imperfections, or for causes mentioned in section 20, 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 (¼) of an inch or in the flange of more than one-half (½) 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 36. Guard 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. The quantity of No. 2 rails shall not exceed the quantity given in the Schedule of Unit Prices in the Contractor's Proposal. All guard rails shall have one flange planed to permit spiking between flanges with the heads one and three-quarters (1¾) inches apart.

Payment.

Section 37. Payment for open-hearth rail will be made at the prices stipulated in Schedule Items 1001 (a), 1001 (b), 1001A (a) and 1001A (b) per hundred pounds, within the limits specified in section 14, delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the open-hearth rail, and all other work, labor and material incidental thereto. When rails are ordered drilled for bond holes, such drilling will be paid for at the price stipulated in Schedule Item 1001C per hole drilled; all other drilling is included in the prices per hundred pounds.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 twelve thousand seven hundred ten and 80/100 dollars ($12,710.80).

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 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 conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, for which it shall be claimed that the

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

Chapter V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

Chapter VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusive upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

Chapter VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within ten days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within forty-five days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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.

(Acknowledgment of the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27th, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Bethlehem Steel Products Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of Open Hearth Rail for subway purposes at an estimated cost to the City of one hundred and twenty-seven thousand one hundred and eight dollars ($127,108); 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 one hundred and twenty-seven thousand one hundred and eight dollars ($127,108); 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 one hundred and twenty-seven thousand one hundred and eight dollars ($127,108), 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Provided, however, that in case drilling for bond holes shall be done in accordance with the terms of said contract, such work shall not be certified on estimates to become payable by the City, but shall be paid for as part of the electrical equipment charge by the operator under terms of Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Consent to Award of Contract with the Rail Joint Company for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-C).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Rail Joint Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways under Contract No. 4, and the issue of $19,035 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and the Rail Joint Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit: splice bars.

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 nineteen thousand thirty-five and no one hundredths dollars ($19,035.00), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads at the public expense, to wit, the sum of nineteen thousand thirty-five and no one hundredths dollars ($19,035.00).

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 nineteen thousand thirty-five and no one hundredths dollars ($19,035.00).

This requisition is a subrequisition on account of and not in addition to the requisition made by the Public Service Commisson for the First District under date of March 18, 1913, upon your Honorable Board for sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 The Rail Joint Company, dated February 21, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit: splice bars, the aggregate of the unit prices in the proposal amounting to nineteen thousand thirty-five dollars ($19,035.00).

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 The Rail Joint 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 nineteen thousand thirty-five dollars ($19,035), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 nineteen thousand thirty-five dollars ($19,035), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000) for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said The Rail Joint 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.

Resolved, That the 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 the said The Rail Joint 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 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 27th, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

*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.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* *for use in the construction of Rapid Transit Railroads," 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Splice Bars for Use in the Construction of Rapid Transit Railroads.

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 The Rail Joint Company, a corporation organized and existing under the laws of the State of , 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 supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of splice bars hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1002. For splice bars, furnished and delivered to the Store Yard, as follows:

(a) Type A, the sum of two and 15-100 dollars ($2.15) per pair.
(b) Type B, the sum of one and 49-100 dollars ($1.49) each.
(c) Type C, the sum of sixty-six cents ($0.66) each.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer

*Here insert name of class of material for which bid is submitted.

and by their representatives or subordinates, of all Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.
GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bear date October 20, 1913, are countersigned by the Engineer, are stamped with the seal of the Commission, and bear the title: Standard Splice Bar, Type A, and are designated or numbered as follows: Contract Drawings No. T-1002, T-1003.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

4.
*SPECIFICATIONS FOR SPLICE BARS.
Contract Drawings Nos. T-1002 and T-1003.

Types.

Section 57. Splice bars shall be of the general design whereby support is obtained for the base of rail between the joint ties. Wherever the words "splice bar" are mentioned in these specifications, they shall mean the splice bar complete, including base supporting plate, but not including bolts, nuts, clips or any fastenings.

Punching and Slotting.

Section 58. 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.

Length.

Section 59. The splice bar 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 Composition.

Section 60. 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.

Test Pieces.

Section 61. 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.

Physical Requirements.

Section 62. 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 63. Payment for splice bars will be made at the prices stipulated in Schedule Items 1002(a), 1002(b), 1002(c), 1002(d), 1002(e), and 1002(f), per pair or each as specified, delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the splice bars, and all other work, labor and material incidental thereto.

CHAPTER IV.
Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 thousand nine hundred three and 50/100 dollars ($1,903.50).

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 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

*These Specifications shall form part of the contract for Splice Bars only.

justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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.

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

Vouchers.

Article XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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

person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within sixty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within ninety days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between The Rail Joint Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of splice bars for subway purposes at an estimated cost to the City of nineteen thousand and thirty-five dollars ($19,035); 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 nineteen thousand and thirty-five dollars ($19,035), 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 nineteen thousand and thirty-five dollars ($19,035), 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 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Consent to Award of Contract with American Iron and Steel Manufacturing Company for Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-D).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the contract with the American Iron and Steel Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under contract No. 4, and the issue of $6,308.40 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau St., New York. February 27, 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 and American Iron and Steel Manufacturing Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit: Bolts and nuts.

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 to the said contract, to wit, the sum of six thousand three hundred eight and 40-100 dollars ($6,308.40), and also to direct the Comptroller of The City of New York to issue the bonds of said City

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*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.

at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads at the public expense, to wit, the sum of six thousand three hundred eight and 40-100 dollars ($6,308.40).

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 six thousand three hundred eight and 40-100 dollars ($6,308.40).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4 between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 American Iron and Steel Manufacturing Company, dated February 20, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, bolts and nuts, the aggregate of the unit prices in the proposal amounting to six thousand three hundred eight and 40-100 dollars ($6,308.40).

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 American Iron and Steel Manufacturing 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 six thousand three hundred eight and 40-100 dollars ($6,308.40), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 six thousand three hundred eight and 40-100 dollars ($6,308.40), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said American Iron and Steel Manufacturing 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.

Resolved, That the 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 the said American Iron and Steel Manufacturing 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 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 27, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In witness whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* **for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.
By EDWARD E. McCALL, Chairman.
TRAVIS H. WHITNEY, Secretary.

*Here insert name of class of material for which bid is submitted.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Bolts and Nuts for Use in the Construction of Rapid Transit Railroads.

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 American Iron and Steel Manufacturing Company, a corporation organized and existing under the laws of the State of 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of bolts and nuts hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1011. For bolts, including nuts, furnished and delivered to the Store Yard, as follows:

(a) Type A, the sum of two and 85-100 cents ($0.0285) per pound.
(b) Type B, the sum of two and 55-100 cents ($0.0255) per pound.
(c) Type C, the sum of two and 65-100 cents ($0.0265) per pound.
(d) Type D, the sum of two and 50-100 cents ($0.0250) per pound.
(e) Type E, the sum of two and 75-100 cents ($0.0275) per pound.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Bolts & Nuts, and is designated or numbered as follows: Contract Drawing No. T-1011.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. The Contractor shall make all working or shop drawings which may

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

10.

*Specifications for Bolts and Nuts.

Contract Drawing No. T-1011.

Process of Manufacture—Physical Requirements.

Section 93. Track bolts shall be made of open-hearth or other approved process steel. If necessary to secure the properties desired, the bolts may be heat treated. Bolts shall conform to the following requirements: The elastic limit shall be fifty thousand (50,000) pounds per square inch; elongation twenty (20) per centum measured on a length of eight (8) inches; reduction of area forty (40) per centum. The elastic limit shall in no case be less than fifty (50) per centum of the ultimate strength.

Tests.

Section 94. The elastic limit, elongation and reduction of area shall be determined on a test piece one-half (½) inch by two (2) inches, turned from the finished bolt. Tests shall be made for ductility by bending the bolt cold through one hundred eighty (180) degrees flat on itself without fracture on the outside of the bent portion. This bend test may be made on the unthreaded portion of a finished bolt or on a blank bolt or on a test piece of the same size and same grade of steel. The test piece shall in any case be subjected to the same treatment as the finished bolt.

Finish.

Section 95. Subject to the following allowances, bolts shall conform strictly to the drawings:

The length shall not be 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 not vary more than one sixty-fourth (1/64) of an inch from the dimensions shown. The size of the head shall not vary more than one-sixteenth (1/16) of an inch from the dimensions shown. The outside dimensions of the nut shall not vary more than one thirty-second (1/32) of an inch from the dimensions shown.

Defects.

Section 96. 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 shown on contract drawings. All bolts shall have rolled threads.

Shipping.

Section 97. When bolts are shipped each shall be provided with a nut and the nuts shall be applied for at least two (2) threads, and the bolts and nuts 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; all kegs must be left open until the bolts are approved, and the kegs stamped, by the Inspector.

Payment.

Section 98. Payment for bolts, including nuts, will be made at the prices stipulated in *Schedule Items* 1011 (*a*), 1011 (*b*), 1011 (*c*), 1011 (*d*) *and* 1011 (*e*) *per* pound, delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the bolts including nuts and all other work, labor and material incidental thereto.

Chapter IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 six hundred thirty and 84/100 dollars ($630.84).

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 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 conditions of the bond.

Deposit of Cash or Securities.

†Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

Chapter V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, or from showing at any time that any such return or certificate is untrue and incor-

* These Specifications shall form part of the contract for Bolts and Nuts only.

† Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

rect or improperly made in any particular, or that the 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusive upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within thirty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within ninety days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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 here-

under, 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the American Iron and Steel Manufacturing Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of bolts and nuts for subway purposes at an estimated cost to the City of six thousand three hundred and eight dollars and forty cents ($6,308.40), 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 six thousand three hundred and eight dollars and forty cents ($6,308.40); 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 six thousand three hundred and eight dollars and forty cents ($6,308.40), 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

Consent to Award of Contract with Lackawanna Steel Company for the Furnishing of Track Materials, and the Issue of Corporate Stock Therefor (Cal. No. 61-E).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Lackawanna Steel Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under Contract No. 4, and the issue of $3,569 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and Lackawanna Steel Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit: cut track spikes.

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 thousand five hundred sixty-nine and 00-100 dollars ($3,569.00), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads at the public expense, to wit, the sum of three thousand five hundred sixty-nine and 00-100 dollars ($3,569.00).

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 thousand five hundred sixty-nine and 00-100 dollars ($3,569.00).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4 between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 Lackawanna Steel Company, dated February 24, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, cut track spikes, the aggregate of the unit prices in the proposal amounting to three thousand five hundred sixty-nine dollars ($3,569).

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 Lackawanna Steel 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 thousand five hundred sixty-nine dollars ($3,569), and also to request the said Board of Estimate and Apportioment 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 thousand five hundred sixty-nine dollars ($3,569), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4 dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said Lackawanna Steel 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.

Resolved, That the 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 the said Lackawanna Steel 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 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 27th, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying *for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Cut Track Spikes for Use in the Construction of Rapid Transit Railroads.

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 Lackawanna Steel Company, a corporation organized and existing under the laws of the State of , 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of cut track spikes hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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.

*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.

*Here insert name of class of material for which bid is submitted.

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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1007. For cut track spikes, furnished and delivered to the Store Yard, the sum of one and sixty-six one-hundredths cents ($0.0166) per pound.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

I.

General Clauses.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Track Spike, and is designated or numbered as follows: Contract Drawing No. T-1007.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

†Specifications for Cut Track Spikes.

Contract Drawing No. T-1007.

Dimensions.

Section 72. Spikes shall have five-eighths (5/8) inch square shank and shall be six (6) inches long over all, and shaped in accordance with the drawing.

Material—Physical Requirements.

Section 73. All material for spikes must be 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 of 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 Composition.

Section 74. The chemical analysis of the metal must show it to contain not more than five hundredths (.05) per centum phosphorus.

Tests, Test Pieces.

Section 75. A finished spike must stand bending cold through one hundred eighty (180) degrees flat on itself without signs of fracture on the outside bent portion. All tests for tensile strength to 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; the analysis of each heat or blow must be furnished to the Inspector as required.

Finish—Shipping.

Section 76. Spikes must be free from injurious cracks or seams and must be finished in a first-class workmanlike manner and shall conform to the dimensions shown on drawings with the following allowances: The thickness shall not vary more than one-thirty-second (1/32) inch from the dimensions shown. The length shall be not less, nor over one-quarter (1/4) inch more, than the dimensions shown. The thickness of the head shall not vary more than one-sixteenth (1/16) inch from the dimensions shown. The angle of the hook shall not vary more than one (1) degree from that shown on the drawing. The spikes must be neatly formed, free from burrs and rough edges, and have well-shaped heads and sharp points. All spikes must be carefully selected and packed in good, serviceable kegs of two hundred (200) pounds each and securely hooped; all kegs must be left open until the spikes are approved, and the kegs stamped, by the Inspector.

Payment.

Section 77. Payment for cut spikes will be made at the price stipulated in Schedule Item 1007 per pound, delivered to the Store Yard. This price shall include the cost of furnishing and delivering the spikes, and all other work, labor and material incidental thereto.

Chapter IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

†These specification shall form part of the contract for Cut Track Spikes only.

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within forty-five days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within sixty days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Lackawanna Steel Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of Cut Track Spikes for subway purposes at an estimated cost to the City of three thousand five hundred and sixty-nine dollars ($3,569); 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 thousand five hundred and sixty-nine dollars ($3,569); 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 thousand five hundred and sixty-nine dollars ($3,569) 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Consent to Award of Contract with the Creepcheck Company, Incorporated, for the Furnishing of Track Materials, and the Issue of Corporate Stock Therefor (Cal. No. 61-F).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Creepcheck Company, Inc., for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under contract No. 4, and the issue of $2,736 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and the Creepcheck Company, Incorporated, for the supply of track materials for the construction of Rapid Transit Railroads, to wit: anti-creepers.

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 two thousand seven hundred thirty-six and 00-100 dollars ($2.736.00), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads, at the public expense, to wit, the sum of two thousand seven hundred thirty-six and 00-100 dollars ($2,736.00).

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 two thousand seven hundred thirty-six and 00-100 dollars ($2,736.00).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as contract No. 4 between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 the Creepcheck Company, Incorporated, dated February 24, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit: Anti-creepers, the aggregate of the unit prices in the proposal amounting to two thousand seven hundred thirty-six dollars ($2,736).

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 the Creepcheck Company, Incorporated, 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 two thousand seven hundred thirty-six dollars ($2,736), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 two thousand seven hundred thirty-six dollars ($2,736), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said the Creepcheck Company, Incorporated, 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.

Resolved, That the 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 the said the Creepcheck Company, Incorporated, 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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the

*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.

material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* **for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Anti-Creepers for Use in the Construction of Rapid Transit Railroads.

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 The Creepcheck Company, Incorporated, a corporation organized and existing under the laws of the State of , 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of anti-creepers hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1061. For anti-creepers, furnished and delivered to the Store Yard, the sum of eighteen cents ($0.18) each.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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

*Here insert name of class of material for which bid is submitted.

Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, are countersigned by the Engineer, are stamped with the seal of the Commission, and bear the title: Standard Rail, 100 lb., A. R. A., Type B, and are designated or numbered as follows: Contract Drawing No. T-1001 and T-1006.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

16.

*SPECIFICATIONS FOR ANTI-CREEPERS.

†*Contract Drawings T-1001 and T-1006.*

General Design.

Section 118. The Contractor shall submit with his proposal detailed drawings of proposed anti-creeper designed to fit A. R. A. Type "B" hundred (100) pound rail. These drawings shall be a part of this contract. The general design shall be such that the device may be easily applied under full ballasted track and with a guard in place and shall be substantial enough to stand driving to place without overstraining. The least possible number of movable parts is desirable. When applied they must be in position rigidly enough to carry the tie with them without slipping. They shall be made with sufficient take-up to permit a proper tightening, and must not loosen when in place or loosen sufficiently to slip when the rail slacks back. Controlling or delicate parts shall be made of material which will not rust. Anti-creepers made of steel shall be of sufficient size to minimize the destruction by rust and those made of malleable iron must be from furnace malleable iron properly annealed and of sufficient weight to prevent breakage and distortion in application or in service.

Payment.

Section 119. Payment for anti-creepers will be made at the price stipulated in Schedule Item 1061 each, delivered to the Store Yard. This price shall include the cost of furnishing and delivering the anti-creepers, and all other work, labor and material incidental thereto.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

‡Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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,

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

*These Specifications shall form part of the contract for Anti-Creepers only.

†The drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 shall also form part of the contract drawings for Anti-Creepers.

‡Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within sixty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within ninety days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last

delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Creepcheck Company, Incorporated, and The City of New York, acting by the Public Service Commission for the First District, for the supply of Anti-creepers for subway purposes, at an estimated cost to the City of two thousand seven hundred and thirty-six dollars ($2,736), 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 two thousand seven hundred and thirty-six dollars ($2,736), 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 two thousand seven hundred and thirty-six dollars ($2,736), 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

Consent to Award of Contract with American Iron and Steel Manufacturing Company for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-G).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for the consent to the award of the contract with the American Iron and Steel Manufacturing Company for the supply of rail and track equipment in connection with the construction of rapid transit railways, under Contract No. 4, and the issue of $2,560 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and American Iron and Steel Manufacturing Company, for the Supply of track materials for the construction of rapid transit railroads, to wit.: screw spikes.

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 two thousand five hundred sixty and no-100 dollars ($2,560), 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 supply of the said materials for use in the construction of rapid transit railroads at the public expense, to wit, the sum of two thousand five hundred sixty and no-100 dollars ($2,560).

The Public Service Commission for the First District does hereby, pursaunt 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 two thousand five hundred sixty and no-100 dollars ($2,560).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4 between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,

(Seal.) EDWARD E. MCCALL, Chairman.

Attest.: TRAVIS H. WHITNEY, Secretary.

Resolved, That this Commission hereby accepts the proposal of American Iron and Steel Manufacturing Company, dated February 20, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, screw spikes, the aggregate of the unit prices in the proposal amounting to two thousand five hundred sixty dollars $2,560).

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 American Iron and Steel Manufacturing 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 two thousand five hundred sixty dollars ($2,560), and also to request the said Board of Estimate and Apportionment to direct

*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.

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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 two thousand five hundred sixty dollars ($2,560), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said American Iron and Steel Manufacturing 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.

Resolved, That the 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 the said American Iron and Steel Manufacturing 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 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 27, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimoney whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying *for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Screw Spikes for Use in the Construction of Rapid Transit Railroads.

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 American Iron and Steel Manufacturing Company, a corporation organized and existing under the laws of the State of , 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of screw spikes hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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.

*Here insert name of class of material for which bid is submitted.

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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1008. For screw spikes, furnished and delivered to the Store Yard, as follows:

(a) Type A, the sum of two and 45-100 cents ($0.0245) per pound.
(b) Type B, the sum of two and 90-100 cents ($0.0290) per pound.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Screw Spikes for Rail & Rail Braces, and is designated or numbered as follows: Contract Drawing No. T-1008.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

8.

†SPECIFICATIONS FOR SCREW SPIKES.

Contract Drawing No. T-1008.

Dimensions.

Section 78. The screw spikes for securing the rails known as type "A," shall be seven and three-quarters (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—Physical Requirements.

Section 79. 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 Composition.

Section 80. The chemical analysis of the metal must show it to contain not more than five hundredths (.05) per centum phosphorus and not more than five hundredths (.05) per centum sulphur.

Tests—Test Pieces.

Section 81. A finished spike must stand 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 82. Spikes must have rolled threads and be free from all injurious cracks,

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

†These Specifications shall form part of the contract for Screw Spikes only.

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.

Method of Shipping.

Section 83. 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; all kegs must be left open until the spikes are approved, and the kegs stamped, by the Inspector.

Payment.

Section 84. Payment for screw spikes will be made at the prices stipulated in Schedule Items 1008 (a) and 1008 (b) per pound delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the screw spikes, and all other work, labor and material incidental thereto.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or injuries to person or property; it being distinctly understood, stipu-

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

lated 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within thirty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within sixty days after the date of the delivery of this contract, and he shall Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the American Iron and Steel Manufacturing Company and The City of New York, acting by the Public Service Commission for the First Dis-

*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.

trict, for the supply of screw spikes for subway purposes, at an estimated cost to the City of two thousand five hundred and sixty dollars ($2,560); 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 two thousand five hundred and sixty dollars ($2,560); 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 two thousand five hundred and sixty dollars ($2,560) 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

Consent to Award of Contract with American Brake Shoe and Foundry Company for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-H).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the American Shoe and Foundry Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under Contract No. 4, and the issue of $1,822.50 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 145 Nassau Street, New York, February 27, 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 and American Brake Shoe and Foundry Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit, adjustable separators.

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 one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads, at the public expense, to wit, the sum of one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50).

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 one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50).

This requisition is a subrequisition on account of and not in addition to the requisiton made by the Public Service Commission for the First District under date of March 18, 1913, upon your honorable Board for sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its secretary and these presents to be signed by its Chairman this 27th day of February, 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 American Brake Shoe and Foundry Company, dated February 24, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, adjustable separators, the aggregate of the unit prices in the proposal amounting to one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50).

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 upon compliance by said American Brake Shoe and Foundry 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 one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 one thousand eight hundred twenty-two and 50-100 dollars ($1,822.50), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said American Brake Shoe and Foundry 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.

Resolved, That the 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 the said American Brake Shoe and Foundry 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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying* **for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.
By EDWARD E. McCALL, Chairman.
TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Adjustable Separators for Use in the Construction of Rapid Transit Railroads.

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 American Brake Shoe and Foundry Company, a corporation organized and existing under the laws of the State of , 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of adjustable separators hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as

*Here insert name of class of material for which bid is submitted.

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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1006. For adjustable separators, furnished and delivered to the Store Yard, the sum of twenty-four and 3-10 cents ($0.24 3-10) each.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Guard Rail and Adjustable Separator, and is designated or numbered as follows: Contract Drawing No. T-1006.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

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*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

6.

*Specifications for Adjustable Separators.

Contract Drawing No. T-1006.

Chemical Composition.

Section 68. Adjustable separators shall be of gray cast iron made by the Cupola process. The chemical composition shall be as follows:

Silicon	1.60 to 1.80 per centum
Phosphorus	.50 to 1.80 per centum
Sulphur not to exceed	.15 per centum
Manganese	.30 to .60 per centum
Total carbon	3.00 to 4.00 per centum

Borings from the broken pieces of the "Arbitration Bar" shall be used for the chemical determinations. One determination for each mould made shall be required. In case of dispute, the standard of the American Foundrymen's Association shall be used for comparison.

Physical Requirements.

Section 69. The minimum breaking strength of the American Society for Testing Materials' "Arbitration Bar" shall be not under three thousand three hundred (3,300) pounds. In no case shall the deflection be under one-tenth (.1) of an inch. The transverse test shall be made with the supports twelve (12) inches apart, load applied at the middle and the deflection at rupture noted. One (1) bar of every two (2) of each set must fulfil the requirements to permit acceptance of the castings. Rate of application of a load shall be from twenty (20) to forty (40) seconds for a deflection of one-tenth (.1) of an inch.

Finish.

Section 70. Castings shall be true to pattern, free from cracks, flaws or excessive shrinkage and accurately fit the A. R. A. 100 pound type B rail. No machine shop work on the castings will be required.

Payment.

Section 71. Payment for adjustable separators will be made at the price stipulated in Schedule Item 1006 each, delivered to the Store Yard. This price shall include the cost of furnishing and delivering the adjustable separators, and all other work, labor and material incidental thereto.

Chapter IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

†Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

Chapter V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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.

*These Specifications shall form part of the contract for Adjustable Separators only.

†Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

Final Estimate.

Article XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within sixty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within one hundred and twenty days from the date of the delivery of this contract Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the American Brake Shoe and Foundry Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of adjustable separators for subway purposes, at an estimated cost to the City of eighteen hundred and twenty-two dollars and fifty cents ($1,822.50); 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 eighteen hundred and twenty-two dollars and fifty cents ($1,822.50); 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 eighteen hundred and twenty-two dollars and fifty cents ($1,822.50) 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Consent to Award of Contract with Eastern Malleable Iron Company, Incorporated, for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-I).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Eastern Malleable Iron Company, Incorporated, for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, under Contract No. 4, and the issue of $1,524.50 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and the Eastern Malleable Iron Company, Incorporated, for the supply of track materials for the construction of rapid transit railroads, to wit: rail braces.

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 one thousand five hundred twenty-four and 50-100 dollars ($1,524.50), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of rapid transit railroads at the public expense, to wit, the sum of one thousand five hundred twenty-four and 50-100 dollars ($1,524.50).

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 one thousand five hundred twenty-four and 50-100 dollars ($1,524.50).

This requisition is a subrequisition on account of and not in addition to the requisition made by the Public Service Commisson for the First District under date of March 18, 1913, upon your Honorable Board for sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 the Eastern Malleable Iron Company, Incorporated, dated February 21, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, rail braces, the aggregate of the unit prices in the proposal amounting to one thousand five hundred twenty-four and 50-100 dollars ($1,524.50).

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 upon compliance by said The Eastern Malleable Iron Company, Incorporated, 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 one thousand five hundred twenty-four and 50-100 dollars ($1,524.50), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 one thousand five hundred twenty-four and 50-100 dollars ($1,524.50), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said The Eastern Malleable Iron Company, Incorporated, 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.

Resolved, That the 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 the said The Eastern Malleable Iron Company, Incorporated, 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 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 27, 1914, and that it is a correct transcript therefrom, and of the whole of the original.

In testimoney whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Supplying *for use in the construction of Rapid Transit Railroads,"* 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Rail Braces for Use in the Construction of Rapid Transit Railroads.

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 The Eastern Malleable Iron Company, Incorporated, and Troy Malleable Iron Works, corporations organized and existing under the laws of the State of , hereinafter called the Contractor, parties of the second part.

Whereas, The Commission in behalf of the City, by due advertisement pursuant

*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.

*Here insert name of class of material for which bid is submitted.

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 themselves jointly and severally, and their and each of their executors, administrators and assigns,

Agree with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of rail braces hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) The word "Contractor" to mean the parties of the second part to this contract, and their executors, administrators and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the parties of the second part to perform any obligations under this contract assumed by the said parties 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 "ts," "her" and "their."

"Comptroller."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1012. For malleable iron guard rail braces, furnished and delivered to the Store Yard, the sum of thirty-one and one-half cents ($0.31½) each.

Item No. 1013. For malleable iron main rail braces, furnished and delivered to the Store Yard, the sum of twenty cents ($0.20) each.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, are countersigned by the Engineer, are stamped with the seal of the Commission, and bear the title: Standard Brace for Main Rail on Curves, and are designated or numbered as follows: Contract Drawing No. T-1012 and T-1013.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

13.

*SPECIFICATIONS FOT RAIL BRACES.

Contract Drawings Nos. T-1012 and T-1013.

Chemical Composition.

Section 106. Rail braces shall be made of malleable cast iron made by the open hearth or air furnace process. The casting shall not contain over six hundredths (.06) per centum sulphur or over two hundred twenty-five thousandths (.225) per centum phosphorus.

Physical Requirements.

Section 107. The tensile strength of a standard American Society for Testing Materials, 1905, test bar shall not be less than forty thousand (40,000) pounds per square inch. The elongation measured in two (2) inches, shall not be less than two and one-half (2½) per centum. The transverse strength of such a standard test bar, on supports twelve (12) inches apart, pressure being applied at the centre, shall not be less than three thousand (3,000) pounds, deflection being at least one-half (½) of an inch.

Heat Treatment.

Section 108. Castings shall neither be "over" or "under" annealed. They must have received their full heat in the oven at least sixty (60) hours. The "saggers" shall not be dumped until the contents shall be at least "black hot."

Finish.

Section 109. Castings shall be true to pattern, free from blemishes, scale or shrinkage cracks. Variations of over one-sixteenth (1-16) of an inch per foot will not be accepted.

Payment.

Section 110. Payment for rail braces will be made at the prices stipulated in Schedule Items 1012 and 1013 each delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the rail braces, and all other work, labor and material incidental thereto.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

†Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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

*These Specifications shall form part of the contract for Rail Braces only.

†Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted since the last preceeding 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within thirty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within sixty days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof, between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and the Contractor shall pay to the City for cash 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Eastern Malleable Iron Company, Incorporated, and The City of New York, acting by the Public Service Commission for the First District, for the supply of rail braces for subway purposes at an estimated cost to the City of one thousand five hundred and twenty-four dollars and fifty cents ($1,524.50), 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 one thousand five hundred and twenty-four dollars and fifty cents ($1,524.50); 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 one thousand five hundred and twenty-four dollars and fifty cents ($1,524.50). 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000), for the purpose of carrying out the contract dated March 19, 1913, known as contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

—

Consent to Award of Contract with American Brake Shoe and Foundry Company for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-J).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for the consent to the award of contract with the American Brake Shoe and Foundry Company for the supply of rail and track equipment in connection with the construction of Rapid Transit Railways, and requesting the issue of $1,488.40 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and American Brake Shoe and Foundry Company for the supply of track materials for the construction of Rapid Transit Railroads, to wit: washers.

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 one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40), 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 purposes of providing the necessary means for the supply of the said materials for use in the construction of Rapid Transit Railroads, at the public expense, to wit, the sum of one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40).

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 one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 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 American Brake Shoe and Foundry Company, dated February 24, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, washers, the aggregate of the unit prices in the proposal amounting to one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40).

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 American Brake Shoe and Foundry 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 one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 one thousand four hundred and eighty-eight and 40-100 dollars ($1,488.40), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60.000.000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said American Brake Shoe and Foundry 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.

Resolved, That the 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 the said American Brake Shoe and Foundry 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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

*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.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying *for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of Washers for Use in the Construction of Rapid Transit Railroads.

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 American Brake Shoe and Foundry Company, a corporation organized and existing under the laws of the State of , 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 with each other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of washers hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) 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 "thev"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1011B. For washers, furnished and delivered to the Store Yard, as follows:

(r) Type R, the sum of one and 9-10 cents ($0.019) per pound.

(s) Type S, the sum of one and 8-10 cents ($0.018) per pound.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

*Here insert name of class of material for which bid is submitted.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. The Contractor shall at all times give to the Commission and 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

I.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for an interurban 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard Bolts & Nuts, and is designated or numbered as follows: Contract Drawing No. T-1011.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

12.

*SPECIFICATIONS FOR WASHERS.

Contract Drawing No. T-1011.

Types.

Section 104. Two (2) types of washers will be required, namely, Type R and Type S. The washers shall be of gray cast iron, of the same quality used for structural O. G. washers.

Payment.

Section 105. Payment for washers will be made at the prices stipulated in Schedule Items 1011B (r) and 1011B (s), per pound, delivered to the Store Yard. These prices shall include the cost of furnishing and delivering the washers, and all other work, labor and material incidental thereto.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

†Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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

*These Specifications shall form part of the contract for Washers only.

†Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within sixty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects

within one hundred and twenty days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.)

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the American Brake Shoe and Foundry Company and The City of New York, acting by the Public Service Commission for the First District, for the supply of washers for subway purposes at an estimated cost to the City of one thousand four hundred and eighty-eight dollars and forty cents ($1,488.40); 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 one thousand four hundred and eighty-eight dollars and forty cents (1,488.40); 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 one thousand four hundred and eighty-eight dollars and forty cents ($1,488.40) 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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Consent to Award of Contract with Eastern Malleable Iron Company, Incorporated, for the Furnishing of Track Materials and the Issue of Corporate Stock Therefor (Cal. No. 61-K).

The Secretary presented the following requisition of the Public Service Commission, First District, dated February 27, 1914, for consent to the award of the contract with the Eastern Malleable Iron Company, Incorporated, for the supply of rail and track equipment in connection with the construction of rapid transit railways, under Contract No. 4, and the issue of $1,032 corporate stock therefor:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 27, 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 and the Eastern Malleable Iron Company, Incorporated, for the supply of track materials for the construction of rapid transit railroads, to wit: End inclines.

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 one thousand thirty-two dollars ($1,032), and also to direct the Comptroller of The City of New York to issue bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purposes of providing the necessary means for the supply of the said materials for use in the construction of rapid transit railroads at the public expense, to wit, the sum of one thousand thirty-two dollars ($1,032).

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 one thousand thirty-two dollars ($1,032).

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 sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation 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 herewith affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of February, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,

(Seal.) By EDWARD E. McCALL, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

Resolved, That the Commission hereby accepts the proposal of the Eastern Malleable Iron Company, Incorporated, dated February 21, 1914, for the supply of track materials for the construction of rapid transit railroads, to wit, end inclines, the aggregate of the unit prices in the proposal amounting to one thousand thirty-two dollars ($1,032).

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*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.

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 the Eastern Malleable Iron Company, Incorporated, with the requirements of the Invitation to Bidders attached to said proposal.

Resolved, That the Chairman and 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 one thousand thirty-two dollars ($1,032), and also to request the 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 supply of the said materials for use in the construction of rapid transit railroads, at the public expense, 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 one thousand thirty-two dollars ($1,032), such requisition to be a subrequisition under the requisition made by the Commission on or about March 18, 1913, for sixty million dollars ($60,000,000), for the purpose of carrying out the contract known as Contract No. 4, dated March 19, 1913, between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads.

Resolved, That the Secretary be directed to give notice to the said the Eastern Malleable Iron Company, Incorporated, 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.

Resolved, That the 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 the said the Eastern Malleable Iron Company, Incorporated, and in case the surties 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 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 27, 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 28th day of February, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to supply track materials for use in the construction of rapid transit railroads, to wit:

Open-Hearth Rail, Manganese Rail, Splice Bars, End Inclines, Adjustable Separators, Cut Track Spikes, Screw Spikes, Ties and Timber, Bolts and Nuts, Nut Locks, Washers, Rail Braces, Tie Plates, Felt Pads, Anti-Creepers and Ballast.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the contract drawings therein referred to. Copies of the form of contract, contract drawings, 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.

A separate proposal in a separate book shall be submitted for each class of material bid upon.

Sealed bids or proposals for each class of material separately 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 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.

Bidders shall specify in their proposals the times of first and last delivery of the material. In view of the necessity for prompt deliveries, the times of delivery as set forth in the Contractor's Proposal as well as the prices contained therein will be considered in awarding the contract.

Bidders for the supply of tie-plates must submit with their proposals drawings showing the details of the tie-plates to be furnished and bidders for the supply of anti-creepers must submit with their proposals drawings showing the details of the anti-creepers to be furnished.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying *for use in the construction of Rapid Transit Railroads,*" 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. No proposal will be received 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 five hundred ($500) dollars. Such check must not be enclosed in the envelope containing the proposal.

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is 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.

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.

The right to reject any and all bids is reserved.

New York, January 30, 1914.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROADS.

CONTRACT.

For the Supply of End Inclines for Use in the Consiruction of Rapid Transit Railroads.

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 The Eastern Malleable Iron Company, Incorporated, and Troy Malleable Iron Works, corporations organized and existing under the laws of the State of , hereinafter called the Contractor, parties 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, after 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 themselves jointly and severally, and their and each of their executors, administrators and assigns,

Agree each with the other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to supply the materials hereinafter specified and described for use in the construction of Rapid Transit Railroads. The City agrees 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.

Material to Be Supplied.

Article II. This contract is for the furnishing and delivering of end inclines hereinafter specified and described free on board dock or cars at the Store Yard hereinafter mentioned, including all incidental work, labor and material. The Materials to be supplied under this contract are set forth and described in the specifications forming a part of this contract and in the detailed drawings 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 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.

"Contractor."

(3) The word "Contractor" to mean the parties of the second part to this contract, and their executors, administrators and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the parties of the second part to perform any obligations under this contract assumed by the said parties 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."

(4) 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."

(5) 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.

"Inspector."

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

"Rapid Transit Act."

(7) The word "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.

"Material" or "Materials."

(8) The word "Materials" to mean the materials which the Contractor agrees by this contract to furnish and deliver to the Store Yard, including all incidental work, labor and material.

"Store Yard."

(9) The words "Store Yard" to mean the City store yard situated at the foot of 38th and 39th streets, in the Borough of Brooklyn, New York, and designated as the 39th Street and 3rd Avenue Station of the South Brooklyn Railroad in the freight tariff.

"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 other words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

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 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 necessary or proper for supplying the Materials and doing the work hereinafter specified and described, in the manner and within the

*Here insert name of class of material for which bid is submitted.

times hereinafter specified, 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 X. The City will pay and the Contractor shall receive in full compensation for supplying the Materials hereinafter specified and described free on board dock or cars at Store Yard (including all incidental work, labor and material), the following prices, to wit:

Schedule of Unit Prices.

Item No. 1005. For end inclines, furnished and delivered to the Store Yard, the sum of two and 58-100 dollars ($2.58) each.

The Contractor, however, if so required by the Commission, instead of delivering the Materials free on board dock or cars at the Store Yard, shall deliver the same free on board dock or cars at any other point designated by the Commission within the Borough of Brooklyn in The City of New York, in which event the City will pay the Contractor the additional freight charge, if any, paid by him for the additional haul, if any, in accordance with the tariff schedules.

Right of Commission to Amplify Plans.

Article XI. 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.

Contractor Bound to Complete in Best Manner.

Article XII. The Contractor shall complete the entire work of supplying the Materials in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner.

Best Materials, Machinery, Tools, Etc., to Be Used.

Article XIII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and deliver in complete working order all Materials 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 XIV. The Contractor hereby represents that prior to the execution of this contract 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 beginning or completion of the supply of the Materials or any other concession, because of any misinterpretation or misunderstanding of this contract or of the specifications or of the drawings, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work.

Article XV. No acceptance of any part of the Materials shall relieve the Contractor of his obligation to furnish sound materials and perform sound work, whether with respect to such part or to any part of the Materials.

Inspection.

Article XVI. 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 Materials and of the manufacture or preparation of the Materials from the beginning to the final completion of the supply of Materials. 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 XVII. 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 place of manufacture or to inspection of Materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XVIII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the Materials are in accordance with the requirements and intention of this contract.

Inspection Not to Relieve Contractor of Obligations.

Article XIX. The inspection of the Materials 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 Materials, 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 Materials shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such condemned Materials and shall substitute for the same other Materials that shall be satisfactory to the Engineer.

Engineer's Determination to Be Final and Conclusive Upon the Contractor.

Article XX. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the work and Materials which are to be paid for under this contract; shall determine all questions in relation thereto and the construction and delivery 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 XXI. 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.

Substitute for Chief Engineer.

Article XXII. 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.

1.

GENERAL CLAUSES.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class—Where Text of Contract is Doubtful, Best Material and Workmanship Required.

Section 1. The specifications and contract drawing or 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. The specifications and contract drawing or drawings are to be taken as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Materials are intended for actual use in the construction of the track for 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 track construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawing or 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. All the clauses of the specifications and all the parts of the contract drawings or drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Supply Material in Accordance With Specifications.

Section 2. The Contractor shall furnish and deliver the Materials strictly in accordance with the requirements of these specifications and other provisions of this contract; 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.

Contract Drawings.

*Section 3. The contract drawing, or drawings, referred to in the contract and specifications bearing date October 20, 1913, is countersigned by the Engineer, is stamped with the seal of the Commission, and bears the title: Standard End Incline and Foot Guard for Guard Rail, and is designated or numbered as follows: Contract Drawing No. T-1005.

The drawing or drawings submitted with the Contractor's Proposal pursuant to the provisions of Section 111 or Section 118 shall form part of the contract drawings in like manner as the other contract drawings and shall be subject to all the provisions of this contract, including the provisions with respect to change, modification and amplification of the drawings, in the same manner as the other contract drawings.

Unforeseen Difficulties.

Section 4. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the contract drawing, or drawings, or if the contract drawing, or drawings, be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section 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 drawing, or 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.

Best Quality of Work.

Section 6. 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.

Samples of Materials.

Section 7. When required, the Contractor shall furnish to the Engineer samples of Materials or supplies before proceeding with the work under this contract, and he shall in all cases give sufficient notice in advance of the date when the product will be ready for inspection.

Contractor to Furnish Facilities for Inspection.

The Inspector shall have free entry at all times while any work about or in connection with the supply of the Materials is being performed, to all parts of the Contractor's works which concern the manufacture of the Materials. The inspection shall be made and the Contractor shall afford the Inspector free of cost all reasonable facilities to satisfy himself that the Materials are being furnished in accordance with these specifications. The tests and inspection shall be so conducted as not to interfere unnecessarily with the operation of the works. Tests shall be made of samples of the finished product selected by the Inspector. If, after shipment, the product is found to be defective, it may be rejected, and if so rejected, must be removed immediately by the Contractor at his own expense.

Instructions to Superintendent or Overseer.

When the Contractor is absent from any place where it may be necessary to give instructions, orders will be given by the Engineer or his Inspector 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.

Notice of Time and Place of Manufacture.

Section 8. Before commencing manufacture, or resuming manufacture if the same has been suspended, of the Materials 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 manufacturer and the amount and description of the Materials to be manufactured.

Loading and Delivery.

Section 9. All Materials shall be carefully loaded and protected from injury during transportation, by such means as will be satisfactory to the Inspector. All Materials which, during their delivery and before their final acceptance, shall be damaged from any cause, shall be removed and be replaced by good and sound Materials at the Contractor's expense.

Additional Drawings.

Section 10. 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 details of all special work and conditions not covered by the standard drawings. These plans must be strictly followed, unless conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted. The Engineer shall further have the right to modify and change the detailed dimensions shown on the drawing or drawings.

Shop Drawings.

Section 11. 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 triplicate 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 triplicate 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 ten (10) working days after delivery to him at his office of such plans in triplicate.

5.

†SPECIFICATIONS FOR END INCLINES.

Contract Drawing No. T-1005.

Chemical Composition.

Section 64. End inclines shall be made of malleable cast iron made by the open-hearth or air furnace process. The castings shall not contain over six hundredths (.06) per centum sulphur or over two hundred and twenty-five thousandths (.225) per centum phosphorus.

Physical Requirements.

Section 65. The tensile strength of a standard American Society for Testing Materials, 1905, test bar shall not be less than forty thousand (40,000) pounds per square inch. The elongation measured in two (2) inches, shall not be less than two and one-half (2½) per centum. The transverse strength of such a standard test bar, on supports twelve (12) inches apart, pressure being applied at the center, shall not be less than three thousand (3,000) pounds, deflection being at least one-half (½) of an inch. Castings shall neither be "over" nor "under" annealed. They must have received their full heat in the oven at least sixty (60) hours. The "saggers" shall not be dumped until the contents shall be at least "black hot."

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*The description of the drawing or drawings applicable to the Materials to be supplied under the contract will be inserted here before the contract is executed. The contract drawing or drawings applicable to each class of Materials are indicated at the beginning of the Specifications for each class. In addition, in the contract for Anti-Creepers the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 118 will be inserted. In the contract for Tie-Plates, however, the description of the drawing or drawings submitted with the Contractor's Proposal as provided in Section 111 will be inserted.

†These Specifications shall form part of the contract for End Inclines only.

Finish.

Section 66. Castings shall be true to pattern, free from cracks, flaws or blemishes, scale or shrinkage cracks, and accurately fit the A. R. A. 100 pound Type "B" rail. No machine shop work on the castings will be required.

Payment.

Section 67. Payment for end inclines will be made at the price stipulated in Schedule Item 1005 each, delivered to the Store Yard. This price shall include the cost of furnishing and delivering the end inclines, and all other work, labor and material incidental thereto.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond.

Article XXIII. 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 five hundred dollars ($500.00).

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 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 conditions of the bond.

Deposit of Cash or Securities.

*Article XXIV. The Contractor may at his option deposit with the Comptroller in lieu of said bond, an equal amount in cash or in value of securities. If securities be deposited, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission. A schedule of such securities 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 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 XXV. 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 XXVI. 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 Commissioner so to do or within 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 XXVII. 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, or any claim for infringement of patent rights or copyrights, 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 claim 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 Delivery of Material.

Article XXVIII. When the Contractor shall have fully completed and delivered the Material 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 XXIX. In addition, and as a 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 amount to be paid to the Contractor under this contract as calculated from the quantities and the unit prices 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.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXX. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the Materials are delivered and accepted, but not more 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 Material delivered by the Contractor and accepted according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work or delivery is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the Material delivered and accepted 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 Material delivered and accepted 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 Material delivered and accepted since the last preceding estimate amounts to less than Ten thousand ($10,000) dollars.

Not by Strict Measurement.

Article XXXI. 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 XXXII. 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 per centum (85%) or ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the Materials delivered and accepted as provided in Article XXIX, 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 XXXIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of the Materials furnished by the Contractor and accepted, and also the value of such Materials 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 all the Materials herein agreed to be furnished by the Contractor, and the filing of a certificate of the completion and acceptance thereof 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 Materials under and according to the terms of this contract as stated in the last mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, 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 Materials, 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.

No Estoppel.

Article XXXIV. 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, the Engineer, or any 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 Materials and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Materials furnished by the Contractor or any other person under this contract, 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 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 XXXV. 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 Materials to be furnished under this contract 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 XXXVI. 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 Materials, or for any act or neglect of the Commission, the City or of any person relating to or affecting the Materials, 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 Claim for Damage—Statements of Damage to Be Filed With Engineer.

Article XXXVII. 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.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property and Claims for Infringement of Patents.

Indemnification for Accidents, Etc.

Article XXXVIII. The Contractor shall be solely responsible for all physical damages or injuries to persons or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such damages or injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such damages or 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 methods or processes in the work of manufacture, preparation, shipment or delivery whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Patented Articles.

Article XXXIX. The Contractor shall furnish and deliver the materials strictly

*Articles XXIV to XXVIII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond.

in accordance with the requirements of the specifications and other provisions of this contract and strictly in accordance with the contract drawings; provided that if the Materials as indicated upon the contract drawings shall be covered by letters patent or copyright issued by the United States or any foreign country, the Contractor must supply the Materials either as indicated upon the contract drawings or equally good in all respects, as determined by the Engineer, and equally available for use in all respects, as determined by the Engineer, in connection with the other materials and supplies to be used in the track construction; but the Materials shall in all cases as aforesaid conform strictly to the specifications. The decision of the Engineer upon any question arising under the foregoing provisions of this Article shall as aforesaid be final and conclusve upon the Contractor. The Contractor shall hold himself, and shall be, responsible for any claims made against the City for any infringement of patent rights or copyrights by the use of patented or copyrighted articles in the performance or completion of the work or the supply of the Materials, or by the use of any process connected with the work agreed to be performed under this contract or the supply of the Materials or by the use of any materials, tools or appliances used upon the said work or the supply of the Materials, and he 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 such infringement of patents or copyrights.

Money Due the Contractor May Be Retained to Meet Claims.

Article XL. 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 or for infringement of patent rights or copyrights, 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 person or property or for infringement of patent rights or copyrights 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 or proper, 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, as security against any claims then unsatisfied or not presented, for a time not exceeding the time when such claims would be legally barred.

Damage to Materials During Manufacture or Transit.

Article XLI. All risk of loss or damage to the Materials, or to any part thereof, during manufacture, preparation, transit or delivery 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 work hereunder and the supply of the Materials shall be carried forward by him in accordance with his contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article XLII. Time is of the essence of this contract. The Contractor shall begin actual work of delivering the Materials and shall deliver a substantial quantity thereof within thirty days after the date of the delivery of this contract, and he shall thereafter deliver the Materials in substantial quantities at a uniform rate. The delivery of the Materials covered by this contract shall be completed in all respects within sixty days from the date of the delivery of this contract. Provided, however, that the Engineer shall have the right to require that the date of the first delivery be postponed and that the Materials or any portion thereof between the date of the first delivery and the date of the last delivery, be delivered only in such substantial quantities and at such times as he shall determine.

Payment to Be Reduced for Delay.

Article XLIII. In the event of delay in the first delivery of a substantial quantity of the Materials beyond the period herein prescribed for such first delivery or beyond the date to which the time for the first delivery may be postponed by the Engineer or in the event of delay in the last delivery of the Materials beyond the period herein prescribed for such last delivery or beyond the period to which the time for such last delivery may be extended by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, 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 making the first delivery of a substantial quantity of the Materials the sum of Fifty dollars ($50), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default; and 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 Fifty dollars ($50), 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 first delivery and 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. In case the Engineer shall postpone the date for first delivery the Commission shall by resolution extend the date for the final delivery by a period equal to the period of such postponement.

Commission May Intervene in Case of Injunction.

Article XLIV. 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.

Extensions Not Cumulative.

Article XLV. 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 XLVI. The permitting of the Contractor to go on and finish the delivery of the Material, or any part of it, after the time fixed for the beginning or the completion of such delivery, or after the date to which the time for completion of such delivery 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 VIII.

Remedies in Case of Contractor's Default.

In Case of Default.

Article XLVII. If the work 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 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 thereof, or if the first delivery of the Materials be not made within the time named in this contract for such first delivery or at the time to which the first delivery may be postponed by the Engineer or if the Materials be not fully delivered within the time named in this contract for the completion of the delivery or within the time to which the completion of the delivery may be extended by the Commission or if the Materials be not delivered in substantial quantities at a uniform rate or, between the date of the first delivery and the date of the last delivery, in such substantial quantities and at such times as the Engineer shall determine, 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 work and the completion and delivery of the Materials in the manner prescribed by law, or within the time to which the first delivery may be postponed by the Engineer, 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 no wise to hinder or interfere with the persons 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 IX.

Miscellaneous Provisions.

Changes in the Contract.

Article XLVIII. 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.

Members of Commission Not Liable.

Article XLIX. 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 L. 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 of 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 LI. 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.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LII. 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 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 LIII. 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 the Commission and Contractor follow; also form of contractor's bond and form of contractor's proposal.

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 27, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between The Eastern Malleable Iron Company, Incorporated, and The City of New York, acting by the Public Service Commission for the First District, for the supply of end inclines for subway purposes at an estimated cost to the City of one thousand and thirty-two dollars ($1,032), 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 one thousand and thirty-two dollars ($1,032); 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 one thousand and

*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.

thirty-two dollars ($1,032), 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 February 27, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Queens Borough Public Library—Modification of Schedules and Transfer of Appropriation (Cal. No. 62).

The Secretary presented communications from the Queens Borough Public Library, dated February 17 and 18, 1914, requesting a transfer within the appropriation for 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 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 18, 1914, the Board of Trustees of the Queens Borough Public Library requested modification of three salary schedules and transfer of $2,880 within appropriations to the library for the year 1914. In connection therewith I report as follows:

The proposed changes are all in Personal Service, Salaries Regular Employees, Circulation of Books. In No. 1543, Children's and Traveling Work, it is proposed to increase the salary of one Assistant, Children's Department, from $1,020 to $1,080 per annum. Provision for this increase was made in No. 1545, Salary Increases of not more than $60 each for 67 employees in the Grades Service only. In No. 1544, Branch Libraries, it is proposed to make salary increases of $60 each as follows:

2 Branch Librarians, from $1,140 to $1,200	$120 00
3 Branch Librarians, from $1,080 to $1,140	180 00
5 Branch Librarians, from $1,020 to $1,080	300 00
2 Branch Librarians from $960 to $1,020	120 00
2 Branch Librarians from $900 to $960	120 00
2 Children's Librarians from $780 to $840	120 00
7 Grade B Librarians, from $780 to $840	420 00
5 Grade B Librarians, from $720 to $780	300 00
6 Grade C Librarians, from $600 to $660	360 00
13 Grade C Librarians, from $540 to $600	780 00
Total	$2,820 00

Other changes in No. 1544 are the promotion of 1 Branch Librarian at $960 to fill a $1,080 vacancy, and of 1 First Assistant, grade B at $720, to fill a $780 vacancy. This leaves $180 balance unassigned. Provision was made in No. 1545 for salary increases of $60 each for these two incumbents, and also for the Branch Librarian at $1,080 who resigned. The $180 provided for these increases should be transferred from No. 1545 to No. 1544, making $360 balance unassigned, not available for salary increases. In No. 1545, Salary Increases of not more than $60 each for 67 Employees in the Graded Service Only, it is proposed to reduce the line from 67 to 19 and to transfer the $60 necessary to No. 1543, and the $2,820 necessary to No. 1544. In addition, $180 should be transferred to No. 1544, that amount being no longer necessary because of the promotion of two of the incumbents for which it was provided to vacant positions at higher salaries and the resignation of the other.

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.
1543	Assistant, Children's Department, 1 at $1,020	.....	$60 00	.....	$60 00
	Credit transfer	.....	$60 00	.....	$60 00
1544	Branch Librarian, Grade A, at $1,200	.....	$2,400 00	.....	$2,400 00
	Branch Librarian, Grade A, 2 at $1,140	.....	1,140 00	.....	1,140 00
	Branch Librarian, Grade A, 4 at $1,080	.....	1,080 00	.....	1,080 00
	Branch Librarian, Grade A, 5 at $1,020	$3,060 00	.....	$3,060 00	.....
	Branch Librarian, Grade A, 4 at $960	.....	960 00	.....	960 00
	Branch Librarian, Grade A, 2 at $900	1,800 00	.....	1,800 00	.....
	Children's Librarian, 2 at $780	1,560 00	.....	1,560 00	.....
	Children's Librarian, at $840	.....	1,680 00	.....	1,680 00
	First Assistant, Grade B, at $840	.....	5,880 00	.....	5,880 00
	First Assistant, Grade B, 8 at $780	2,340 00	.....	2,340 00	.....
	First Assistant, Grade B, 7 at $720	2,880 00	.....	2,880 00	.....
	Second Assistant, Grade C, at $660	.....	3,960 00	.....	3,960 00
	Second Assistant, Grade C, at $600	.....	4,200 00	.....	4,200 00
	Second Assistant, Grade C, 21 at $50	7,020 00	.....	7,020 00	.....
	Balance unassigned	.....	360 00	.....	360 00
		$18,660 00	$21,660 00 18,660 00	$18,660 00	$21,660 00 18,660 00
	Credit transfer	.....	$3,000 00	.....	$3,000 00
1545	Salary Increases of not more than $60 each for 67 Employees in the Graded Service Only	$3,060 00	.....	$3,060 00	.....
	Debit transfer	$3,060 00	.....	$3,060 00	.....

I recommend adoption of the attached resolutions granting the request with transfer of $180 additional from No. 1545 to No. 1544.

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

Personal Service, Salaries, Regular Employees, Circulation of Books.

1545 Salary increases of not more than $60 each for 67 employees in the graded service only $3,060 00

TO

Personal Service, Salaries, Regular Employees, Circulation of Books.

1543 Children's and Traveling Work $60 00
1544 Branch Libraries 3,000 00

$3,060 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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, to be effective as of January 1, 1914, as follows:

Personal Service, Salaries, Regular Employees, Circulation of Books.

1543	Children's and Traveling Work—	
	Chief of Children's Department	$1,500 00
	Assistant, Children's Department	1,080 00
	Chief of Traveling Department	1,500 00
	Traveling Librarian, 2 at $660	1,320 00
	Traveling Librarian, 2 at $600	1,200 00
	Schedule Total	$6,600 00
1544	Branch Libraries—	
	Branch Librarian, Grade A, 2 at $1,200	$2,400 00
	Branch Librarian, Grade A, 3 at $1,140	3,420 00
	Branch Librarian, Grade A, 5 at $1,080	5,400 00
	Branch Librarian, Grade A, 2 at $1,020	2,040 00
	Branch Librarian, Grade A, 5 at $960	4,800 00
	Children's Librarian, 2 at $840	1,680 00
	First Assistant, Grade B, 7 at $840	5,880 00
	First Assistant, Grade B, 5 at $780	3,900 00
	First Assistant, Grade B, 3 at $720	2,160 00
	Second Assistant, Grade C, 6 at $660	3,960 00
	Second Assistant, Grade C, 16 at $600	9,600 00
	Second Assistant, Grade C, 8 at $540	4,320 00
	Second Assistant, Grade C	480 00
	Balance unassigned	360 00
	Schedule Total	$50,400 00
1545	Salary increases of not more than $60 each for 16 employees in the graded service only	$960 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 Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Finance, City Chamberlain—Modification of Schedules and Transfers of Appropriations (Cal. No. 63).

The Secretary presented a communication from the City Chamberlain, dated February 27, 1914, requesting a modification of schedules and a retransfer of appropriation from the Department of Finance, 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 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 27, 1914, the Chamberlain requested transfer of $4,000 within the appropriations made for the Department of Finance and the Office of City Chamberlain for the year 1914 and the modification of the proper schedules to permit the transfer. In connection therewith I report as follows:

On February 24, 1914, the grade of position of Warrant Clerk (Chief), at $4,000, office of City Chamberlain, was established. The incumbent of the position is Henry J. Walsh. During the first two months of 1914 he was temporarily employed as Auditor of Accounts at $4,000, Department of Finance, and that amount was transferred to the Department from the office of City Chamberlain to pay his salary. It is proposed to re-transfer the amount to the office of City Chamberlain to pay his salary as Warrant Clerk (Chief). The request does not involve an increase in the 1914 Budget appropriation.

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.
	DEPARTMENT OF FINANCE.				
76	Auditor of Accounts	$4,000 00	.....	$3,333 34	.....
	CITY CHAMBERLAIN.				
110	Warrant Clerk (Chief)	.....	$4,000 00	.....	$3,333 34

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 Finance and the office of City Chamberlain for the year 1914, as follows:

DEPARTMENT OF FINANCE.

FROM

Personal Service, Salaries, Regular Employees, Executive and Advisory.

76 Administration $3,333 34

TO

CITY CHAMBERLAIN.

Personal Service.

110 Salaries, Regular Employees $3,333 34

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modification of the schedules, as revised, for the Department of Finance and the office of City Chamberlain for the year 1914, as follows:

DEPARTMENT OF FINANCE.

Personal Service, Salaries, Regular Employees, Executive and Advisory.

76	Administration—	
	Deputy Comptroller, 2 at $7,500	$15,000 00
	Assistant Deputy Comptroller	6,000 00
	Secretary to the Department	6,000 00
	Clerk to the Comptroller	2,100 00
	Stenographer to the Comptroller	1,500 00
	Examiner of Accounts of Institutions	5,000 00
	Security Deposit Clerk	2,100 00
	Cashier	2,100 00
	Clerk	2,250 00
	Clerk	1,650 00
	Clerk	1,500 00
	Clerk	900 00
	Auditor of Accounts	3,000 00
	Stenographer and Typewriter	1,200 00
	Messenger, 3 at $1,500	4,500 00
		$54,800 00

CITY CHAMBERLAIN.

Personal Service.

110	Salaries, Regular Employees—	
	Chamberlain	$12,000 00
	Deputy Chamberlain	5,000 00
	Bookkeeper, 2 at $2,850	5,700 00
	Bookkeeper, 2 at $2,000	4,000 00

Bookkeeper	1,800 00
Clerk, 2 at $1,650	3,300 00
Clerk, 3 at $1,500	4,500 00
Clerk	1,350 00
Clerk, 3 at $1,050	3,150 00
Clerk	750 00
Clerk	540 00
Clerk	300 00
Stenographer	1,200 00
Stenographer	1,350 00
Secretary	2,000 00
Warrant Clerk (Chief)	4,000 00
Warrant Clerk, 3 at $1,650	4,950 00
Warrant Clerk	1,500 00
Bank Messenger, 2 at $1,200	2,400 00
Examiner of Coupons, etc	1,000 00
Balance unassigned	700 00
	$61,490 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Second District Municipal Court, Borough of The Bronx—Modification of Schedules and Transfer of Appropriation (Cal. No. 64-A).

The Secretary presented a communication from the Second District Municipal Court, Borough of The Bronx, dated February 26, 1914, requesting a transfer within the appropriation for said court for 1913, and the following report of the Comptroller, recommending said transfer and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 26, 1914, the Clerk of the Second District Municipal Court, Borough of The Bronx, requested transfer of $12.50 within appropriations to that Court for the year 1913. In connection therewith I report as follows:

It is proposed to transfer $12.50 from No. 2442, Office Equipment, to No. 2444, Telephone Service. The amount requested is to meet a deficiency in No. 2444; there is an unencumbered balance in the debit account to permit of 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 of transfer of funds appropriated to the Second District Municipal Court, Borough of The Bronx, for the year 1913, as follows:

MUNICIPAL COURTS, CITY OF NEW YORK.
Borough of The Bronx—Second District Court.

FROM
Purchase of Equipment.

2442	Office Equipment	$12 50

TO
Contract or Open Order Service, Communication.

2444	Telephone Service	$12 50

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules as revised, for the Second District Municipal Court, Borough of The Bronx, for the year 1913, as follows:

MUNICIPAL COURTS, CITY OF NEW YORK, BOROUGH OF THE BRONX.
Purchase of Equipment.

2442	Office Equipment	$12 50

Contract or Open Order Service, Communication.

2444	Telephone Service	$127 50

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

President, Borough of Brooklyn—Modification of Schedules and Transfer of Appropriations (Cal. No. 64-B).

The Secretary presented communications from the Commissioner of Public Works, Borough of Brooklyn, dated February 25 and 27, 1914, requesting transfers within appropriations made to the office of the President, Borough of Brooklyn, 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 6, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25 and 27, 1914, the President of the Borough of Brooklyn requested transfer of $185, within appropriations to his office for the year 1913. In connection therewith I report as follows:

The proposed transfer is from Materials, Highway Materials, Care of Highways, No. 3034, Roadways, Viaducts and Streets, to Purchase of Equipment, Office Equipment, Care of Public Buildings and Offices, No. 3005, Office Buildings, $60; Contract or Open Order Service, General Plant Service, Care of Public Buildings and Offices, Repairing, No. 3087, Office Buildings, $50; Contract or Open Order Service, Carfare, Administration, No. 3074, Permits, $15, and Contract or Open Order Service, General Plant Service, Care of Public Buildings and Offices, Heat, Light and Power, No. 3090, Baths and Comfort Stations, $60.

The transfer is to provide funds in the proper accounts to cover 1913 obligations which exceeded estimated costs.

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 office of the President of the Borough of Brooklyn, for the year 1913, as follows:

FROM
Materials, Highway Materials, Care of Highways.

3034	Roadways, Viaducts and Streets	$185 00

TO
Purchase of Equipment, Office Equipment, Care of Public Buildings and Offices.

3005	Office Buildings	$60 00

Contract or Open Order Service, General Plant Service, Care of Public Buildings and Offices, Repairing.

3087	Office Buildings	50 00

Contract or Open Order Service, Carfare, Administration.

3074	Permits	15 00

Contract or Open Order Service, Care of Public Buildings and Offices, Heat, Light and Power.

3090	Baths and Comfort Stations	60 00
		$185 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

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 Brooklyn for the year 1913, as follows:

Purchase of Equipment, Office Equipment, Care of Public Buildings and Offices.

3005	Office Buildings		$8,720 00
	Tax Levy Allowance	$7,060 00	
	Revenue Bond Allowance	1,660 00	
	Total Allowance	$8,720 00	

Materials, Highway Materials, Care of Highways.

3034	Roadways, Viaducts and Streets		93,174 24
	Tax Levy Allowance	$89,174 24	
	Revenue Bond Allowance	4,000 00	
	Total Allowance	$93,174 24	

Contract or Open Order Service, Carfare, Administration.

3074	Permits	225 00

Contract or Open Order Service, General Plant Service, Care of Public Buildings and Offices, Repairing.

3087	Office Buildings	16,387 00

Contract or Open Order Service, General Plant Service, Care of Public Buildings and Offices, Heat, Light and Power.

3090	Baths and Comfort Stations	1,360 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Street Cleaning—Modification of Schedules and Transfer of Appropriation (Cal. No. 64-C).

The Secretary presented a communication from the Commissioner of Street Cleaning, dated February 14, 1914, requesting a transfer within the appropriation for said Department for 1914, and the following report of the Comptroller, recommending approval thereof and modification of schedule:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 14, 1914, the Commissioner of Street Cleaning requested transfer within the appropriation to his Department for the year 1914, as follows:

FROM
Purchase of Equipment.

2374	Live Stock	$4,500 00

TO
Materials

2382	Building Materials	$2,000 00

Contract or Open Order Service, General Repairs, Final Disposition.

2392	Manhattan	2,500 00

It is proposed to expend the $2,000 asked for in No. 2382 to purchase lumber to be used to repair the dump board at the foot of Canal street, North River, which is old and in dangerous condition. While specific allowance was not made in the account for this lumber, there is an unencumbered balance of over $20,000 available out of which it may be purchased. It is possible, and even probable, that through the economies of the new administration, a saving of $2,000 may be effected in the account. There is no necessity, at this time, for the transfer.

In 2392 it is intended to add $2,500 to the $2,000 available, to provide means to rebuild the dump at 134th street and the North River. This dump was destroyed by fire early in 1913 and funds were provided for its reconstruction, for which bids were opened December 29, 1913. Owing to the refusal of the contractor to whom the work was awarded to execute the contract, it was impossible to let the work before the end of 1913. The work, to which has been added a fire service water line, is estimated to cost something over $4,000.

Owing to a contract price for horses in 1914, cheaper than the budget allowance, there are sufficient funds available in 2374 to provide for the transfer.

I therefore recommend the adoption of the attached resolution granting the request as to the transfer of $2,500 to 2392 and modifying the schedules involved.

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 Charter, hereby approves transfer of funds appropriated to the Department of Street Cleaning for the year 1914, as follows:

FROM
Purchase of Equipment.

2374	Live stock	$2,500 00

TO
Contract or Open Order Service, General Repairs, Final Disposition.

2392	Manhattan	$2,500 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised for the Department of Street Cleaning, for the year 1914, as follows:

Purchase of Equipment.

2374	Live stock	$120,342 50

Contract or Open Order Service, General Repairs, Final Disposition.

2392	Manhattan	4,500 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Correction—Modification of Schedules (Cal. No. 65).

The Secretary presented communications from the Department of Correction, dated February 25 and 28, 1914, requesting the 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 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25, 1914, the Commissioner of Correction requested modification of a schedule for 1914 for the Department, to be effective as of January 1, 1914, and on February 28, 1914, requested modification of a schedule for 1913, to be effective as of October 17, 1913. In connection therewith I report as follows:

Both requests for the purpose of increasing the salary of Mary Leahy, a Matron at the City Prison, Manhattan, from $600 to $750 per annum from October 17, 1913.

Miss Leahy was promoted to Assitant Matron on October 17, 1910. An opinion handed down by the Appellate Division, Supreme Court, First Department, decided that, pursuant to the provisions of sections 715, 716 and 717 of the Greater New York Charter (chapter 511, Laws, 1903), all employees, by whatsoever name known, who had performed the duties of Matron were appointed Matrons and divided into three grades, according to their years of service, viz., five years and over, $900; three years and over, $750; less than three years, $600.

Miss Leahy's increase in salary through error was not provided for in the budget for 1913 or 1914.

It is proposed to pay her increased rate from October 17 to December 31, 1913, on the 1913 budget salary schedule, "Salaries, Temporary Employees, No. 429, City Prison, Manhattan," providing for increases in salaries due Keepers and Matrons employed at the City Prison, Manhattan, at different dates during the year and in which schedule a vacancy has been created. It is proposed to pay the increased rate after January 1, 1914, from the unassigned balance in the 1914 budget salary schedule, "Salaries, Regular Employees, No. 2629, City Prison, Manhattan."

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 hereby approves the schedule, as revised, for the Department of Correction for the year 1914, to be effective as of January 1, 1914, as follows:

Personal Service, Salaries Regular Employees, Prison Service, Care of Plant and Inmates.

2629	City Prisons—	
	Warden	$3,000 00
	Warden, 2 at $2,500	5,000 00
	Deputy Warden	1,800 00
	Head Keeper, 2 at $1,800	3,600 00
	Physician	1,500 00
	Physician, 2 at $1,200	2,400 00
	Resident Physician	1,200 00
	Apothecary	900 00
	Bookkeeper	1,500 00
	Clerk	1,200 00
	Clerk	1,000 00
	Clerk	750 00
	Matron	1,000 00
	Matron, 6 at $900	5,400 00
	Matron	750 00
	Matron, 3 at $600	1,800 00
	Keeper, 27 at $1,200	32,400 00
	Keeper, 23 at $1,050	24,150 00
	Keeper, 8 at $900	7,200 00
	Keeper, 17 at $800	13,600 00
	Cook, 2 at $720	1,440 00
	Cook	600 00
	Elevatorman	600 00
	Orderly	1,300 00
	Orderly, 10 at $480	4,800 00
	Orderly (female), 4 at $480	1,920 00
	Orderly (female)	400 00
	Hospital Helper, 4 at $480	1,920 00
	Balance unassigned	350 00
		$123,480 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedule, as revised, for the Department of Correction for the year 1913, to be effective as of October 17, 1913, as follows:

Personal Service, Salaries Temporary Employees, Care of Plant and Inmates.

429	City Prison, Manhattan—	
	Keeper (increase in salary from $1,050 to $1,200 per annum, due April 1, 1913)	$112 50
	Keeper (increase in salary from $1,050 to $1,200 per annum, due February 11, 1913)	129 91
	Keeper (increase in salary from $1,050 to $1,200 per annum, due May 1, 1913)	68 95
	Keeper (increase in salary from $900 to $1,050 per annum, due May 4, 1913)	98 79
	Keeper (increase in salary from $900 to $1,050 per annum, due January 6, 1913)	147 99
	Keeper (increase in salary from $900 to $1,050 per annum, due March 1, 1913)	125 00
	Keeper (increase in salary from $900 to $1,050 per annum, due January 25, 1913)	140 32
	Matron (increase in salary from $600 to $750 per annum, due October 17, 1913)	31 05
	Balance unassigned	22 99
		$877 50

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Modification of Schedules (Cal. No. 66).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated February 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 10, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 19, 1914, the Commissioner of Water Supply, Gas and Electricity requested modification of two salary schedules in his department for 1914. In connection therewith I report as follows:

In Personal Service, Salaries, Regular Employees, Water Supply, Construction, No. 2159C, Corporate Stock Force, the line "Assistant Engineer, 1 at $3,500," and "Assistant Engineer, 4 at $1,800," are changed to "Assistant Engineer, 5 at $1,800," and "Transitman, 1 at $1,200." The $500 balance is scheduled as unassigned.

A position of Assistant Engineer, at $3,500, is vacant, and the Commissioner proposes to fill the vacancy with Edward Kloberg, an Assistant Engineer, employed in 1913, at $1,800, using $1,200 of the $1,700 thus released to provide for Thomas Quirk, a Transitman, employed at $1,350, in 1913. Mr. Quirk entered the service of the Department since March 23, 1906, and previous to that date was employed in the Bureau of Highways, Borough of The Bronx.

The attention of the Commissioner was called to the fact that the proposed modification would add one employee to the number considered necessary for the Construction Division by the Budget Committee. It appears that Mr. Quirk is desired to replace Elijah Sniffen, Rodman, at $1,200, whose application for retirement is now pending before your Board, and on March 4, 1914, the Commissioner amended his request by proposing that the line "Rodman, 8 at $1,200," be changed to read "Rodman, 7 at $1,200," and "Rodman, 1 at $1,200 (for Elijah Sniffen only)." Upon Mr. Sniffen's retirement the number of incumbents in the Construction Division will be automatically reduced to the number provided by the Budget Committee, and the cost of this force decreased by $1,200.

In the same schedule the lines "Draftsman, 6 at $900," and "Rodman, 1 at $900," are changed to "Draftsman, 5 at $900," and "Rodman, 2 at $900." A position of Draftsman, at $900, has been left unfilled to provide for W. R. Porter, employed as Rodman, at $1,050, in 1913, whose services the Commissioner desires to retain at the $900 rate. Mr. Porter entered the service of the department on October 19, 1905.

Schedule modification to provide for Mr. Kloberg and Mr. Quirk was requested by the Commissioner's predecessor on January 19, 1914, but not recommended for approval on the ground that existing vacancies "should be left for action by the new Commissioner."

In Personal Service, Salaries, Regular Employees, Water Supply, Collection and Storage, No. 2160, Tax Levy Force, the line "Rodman, 1 at $1,050," is changed to "Transitman, 1 at $1,050." This change is to provide for Charles G. Kehoe, employed as Transitman, at $1,500, in 1913, who has agreed to accept a reduction to the $1,050 rate.

The rate of $1,050 for Transitman should not under ordinary circumstances be perpetuated. The rate is, however, established for the department, and has been approved for Mr. Kehoe by the Municipal Civil Service Commission. The department will obtain the services of a Transitman at a reduced cost.

In the same schedule the line "Foreman, 1 at $1,000," is changed to "Rodman, 1 at $1,000." This change is to provide for James Hughes, a Rodman employed at $1,050 in 1913, pending the retirement of Montrose Churchill, Rodman, at $1,050, whose application for retirement is now pending before your Board. Mr. Hughes entered the service of the department on October 11, 1905. The Commissioner states that upon the retirement of Mr. Churchill the position of Rodman, at $1,000, will no longer be required and may be eliminated. Modification as of January 1, 1914, is requested.

The necessary line item changes, in detail, are as follow:s

Code No.	Line Item.	Schedule Transfer. Decrease.	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
2159C	Assistant Engineer, 1 at $3,500	$3,500 00	.....	$3,500 00	.....
	Assistant Engineer, 4 at $1,800.	.....	$1,800 00	.....	$1,800 00
	Transitman, at $1,200	.....	1,200 00	.....	1,200 00
	Rodman, 8 at $1,200	1,200 00	.....	1,200 00	.....
	Rodman, 1 at $1,200 (for Elijah Sniffen only)	.....	1,200 00	.....	1,200 00
	Balance unassigned	.....	500 00	.....	500 00
	Total	$4,700 00	$4,700 00	$4,700 00	$4,700 00
2160	Rodman, 1 at $1,050	$1,050 00	.....	$1,050 00	.....
	Transitman, at $1,050	.....	1,050 00	.....	$1,050 00
	Foreman, 1 at $1,000	1,000 00	.....	1,000 00	.....
	Rodman, at $1,000	.....	1,000 00	.....	1,000 00
	Total	$2,050 00	$2,050 00	$2,050 00	$2,050 00

I recommend the adoption of the attached resolution granting the amended request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

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, to be effective as of January 1, 1914, as follows:

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Personal Service, Salaries Regular Employees, Water Supply, Construction.

2159C	Corporate Stock Force—	
	Consulting Engineer	$5,000 00
	Assistant Engineer, 2 at $4,800	9,600 00
	Mechanical Engineer	4,800 00
	Assistant Engineer, 2 at $3,000	6,000 00
	Assistant Engineer	2,800 00
	Assistant Engineer	2,700 00
	Assistant Engineer	2,550 00
	Assistant Engineer, 3 at $2,400	7,200 00
	Mechanical Engineer, 2 at $1,800	3,600 00
	Assistant Engineer, 5 at $1,800	9,000 00
	Transitman, 8 at $1,800	14,400 00
	Transitman, 3 at $1,650	4,950 00
	Transitman, 2 at $1,500	3,000 00
	Transitman	1,350 00
	Transitman	1,200 00
	Draftsman, 2 at $1,800	3,600 00
	Draftsman, 5 at $900	4,500 00
	Leveler, 3 at $1,500	4,500 00
	Leveler	1,350 00
	Rodman, 7 at $1,200	8,400 00
	Rodman, 1 at $1,200 (for Elijah Sniffen only)	1,200 00
	Rodman, 8 at $1,050	8,400 00
	Rodman, 2 at $900	1,800 00
	Axeman, 5 at $900	4,500 00
	Inspector, 19 at $1,800	34,200 00
	Inspector, 2 at $1,500	3,000 00
	Inspector	1,350 00
	Clerk	1,500 00
	Clerk	1,350 00
	Clerk	900 00
	Clerk	750 00
	Clerk	600 00
	Clerk	300 00
	Stenographer and Typewriter, 2 at $1,200	2,400 00
	Stenographer and Typewriter	900 00
	Balance unassigned	500 00
	Schedule total	$164,150 00
	Corporate stock allowance	164,150 00

Personal Service, Salaries Regular Employees, Water Supply, Collection and Storage.

2160	Tax Levy Force—	
	Assistant Engineer	$2,700 00
	Assistant Enginer, 2 at $2,250	4,500 00
	Assistant Engineer	1,800 00
	Transitman	1,500 00
	Transitman	1,050 00
	Leveler	1,500 00
	Leveler	1,400 00
	Rodman	1,200 00
	Rodman	1,000 00
	Stenographer and Typewriter	1,050 00
	Stenographer and Typewriter	900 00
	Keeper	1,800 00
	Keeper, 2 at $1,400	2,800 00
	Keeper	1,200 00
	Keeper	1,000 00
	Clerk	600 00
	Inspector	1,800 00
	Schedule total	$27,800 00

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Parks, Borough of Brooklyn—Approval of Contract, Specifications, Etc. (Cal. No. 67).

The Secretary presented a communication from the Commissioner of Parks, Borough of Brooklyn, dated February 4, 1914, transmitting for approval contract, specifications and estimate of cost ($4,200), for furnishing and erecting pipe rail and wire mesh fences in Plot No. 2, McCarren Park, Brooklyn, and the following report of the Comptroller recommending approval thereof at an estimated cost of $3,883.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 4, 1914, the Commissioner of Parks, Borough of Brooklyn, requested approval of the form of contract, plans, specifications and estimate of cost in the sum of $4,200 for all labor and materials required to manufacture, furnish and erect pipe rail and wire mesh fences in Plot No. 2, McCarren Park, Borough of Brooklyn.

The cost is to be paid from corporate stock funds as follows:

$100,675.60 approved by the Board of Estimate and Apportionment on June 3, 1910; concurred in by the Board of Aldermen on June 28, 1910, and entitled "C. D. P. —200B, Department of Parks, Boroughs of Brooklyn and Queens, Construction of McCarren Park and Playground." On March 6, 1914, an unencumbered balance of $3,370.75 remained in the fund.

$50,000 approved by the Board of Estimate and Apportionment on July 17, 1911, concurred in by the Board of Aldermen on July 25, 1911, and entitled "C. D. P. —250C, Department of Parks, Boroughs of Brooklyn and Queens, Improvement

of Plot 2, McCarren Park." On March 6, 1914, an unencumbered balance of $962.47 remained in this fund.

The unencumbered balance in the two funds available for the work is $4,333.22.

The form of contract, plans and specifications are satisfactory.

The design of the proposed fence is identical with one built in another part of McCarren Park during 1913.

The length of fence to be constructed is 2,100 feet.

The estimated cost, $4,200, is considered excessive. Based on the unit cost of materials and labor entering into the work and a fair allowance for contractor's profit it is reported to me by an engineer of the Department of Finance the cost of the fences should not exceed $3,883.

I recommend the adoption of the attached resolution which will approve the form of contract, plans and specifications and estimate of cost in the sum of $3,883.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution of July 11, 1912, hereby approves the form of contract, plans, specifications and estimate of cost in the sum of three thousand eight hundred and eighty-three dollars ($3,883), for all labor and materials required to manufacture, furnish and erect pipe rail and wire mesh fences in Plot No. 2, McCarren Park, Borough of Brooklyn, under the jurisdiction of the Department of Parks, Borough of Brooklyn, the cost to be paid from corporate stock funds as follows: "C.D.P.—200B., Department of Parks, Boroughs of Brooklyn and Queens, Construction of McCarren Park and Playground," and "C.D.P.—250C., Department of Parks, Boroughs of Brooklyn and Queens, Improvement of Plot 2, McCarren Park"; and be it further provided, 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 said bids is within the amount authorized or available for such work.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Water Supply, Gas and Electricity—Approval of Contract, Specifications, Etc. (Cal. No. 68).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated January 20, 1914, requesting approval of the contract, plans, specifications and estimate of cost ($81,283) for furnishing, delivering and laying water mains and appurtenances in various streets in the Borough of Richmond, and the following report of the Comptroller, recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 9, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 20, 1914, the Deputy and Acting Commissioner of Water Supply, Gas and Electricity asked the Board of Estimate and Apportionment to approve the form of contract, plans and specifications, and estimate of cost in the amount of $81,383, for furnishing, delivering and laying water mains and appurtenances in Arents, Belmont, Butler, Cedar, Grove, Center, Crescent, Elliott, Hope, Nelson, Seaview, St. Pauls, Terrace, Washington and Woodside avenues; Bayway, Brighton Chestnut, Division, Grant, Knox, Rockaway, Sand and Sleight streets; in Annadale, Port Richmond and Willow places; in Broadway and in New Dorp lane, Borough of Richmond.

The cost of this contract is to be charged to the corporate stock fund entitled "C. D. W.—38A, Water Supply System, Borough of Richmond, Additional Small Distribution Mains."

On April 17, 1913, the Board of Estimate and Apportionment authorized an appropriation of $100,000 for this purpose which was concurred in by the Board of Aldermen on May 6, 1913, and on June 26, 1913, the Board of Estimate and Apportionment authorized an additional amount of $75,000, which action was concurred in by the Board of Aldermen on July 15, 1913. On March 9, 1914, the unencumbered balance in this fund amounted to $154,652.64.

The mains which it is proposed to lay under this contract in the streets above mentioned are for the purpose of furnishing water to houses not now furnished with City water, in some cases to provide additional service and pressure through larger mains than the old ones in those streets, and in a few cases, to provide means for adequate circulation of the water in the mains.

A detailed examination of all these proposed extensions indicates that they are demanded for the reasons above mentioned and will materially add to and improve the water distribution system of the Borough of Richmond.

The form of contract is suitable, the specifications fair and competitive, the estimate of cost reasonable.

I recommend, therefore, the adoption of the attached resolution granting the request of the Commissioner.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution adopted July 11, 1912, hereby approves of the form of contract, plans and specifications and estimate of cost in the amount of eighty-one thousand three hundred and eighty-three dollars ($81,383), for furnishing, delivering and laying water mains and appurtenances in Arents, Belmont, Butler, Cedar, Grove, Center, Crescent, Elliott, Hope, Nelson, Seaview, St. Pauls, Terrace, Washington and Woodside avenues; Bayway, Brighton, Chestnut, Division, Grant, Knox, Rockaway, Sand and Sleight streets; in Annadale, Port Richmond and Willow places; in Broadway and in New Dorp lane, Borough of Richmond, under the jurisdiction of the Department of Water Supply, Gas and Electricity, the cost to be charged to the corporate stock fund entitled "C. D. W.—38A, Water Supply System, Borough of Richmond, Additional Small Distribution Mains."

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Street Cleaning—Approval of Contract, Specifications, Etc. (Cal. No. 69).

The Secretary presented a communication from the Commissioner of Street Cleaning, dated February 19, 1914, requesting approval of the contract, specifications and estimate of cost ($6,500) for the building of a runway and dumping board at the foot of Stanton street, East River, Borough of Manhattan, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 12, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 24, 1914, the Commissioner of Street Cleaning requested approval of the form of contract, plans, specifications and estimate of cost in the sum of $6,500 for the building, construction and erection of a runway and dumping board at the foot of Stanton street, East River, Manhattan.

The cost is to be paid from a corporate stock fund of $7,000, approved of by the Board of Estimate and Apportionment on December 24, 1913, concurred in by the Board of Aldermen on February 3, 1914, and entitled, "C. D. S.—2E, Department of Street Cleaning, Construction of Dumping Board at foot of Stanton street, East River." On March 7, 1914, there had been no expenditure from the fund.

The contract and specifications have been amended in accordance with suggestions of the Department of Finance; plans are satisfactory and the estimate of cost is reasonable.

I recommend the adoption of the attached resolution which will approve the form of contract and specifications as amended, the plans and the estimate of cost.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution of July 11, 1912, hereby approves the form of contract, and specifications as amended, the plans and estimate of cost in the sum of six thousand five hundred dollars ($6,500), for the building, construction and erection of a runway and dumping board at the foot of Stanton street, East River, Borough of Manhattan, under the jurisdiction of the Department of Street Cleaning, the cost to be paid from the corporate stock fund entitled, "C. D. S.—2E. Department of Street Cleaning, Construction of Dumping Board at foot of Stanton Street, East River"; and further

Resolved, That if no bids are received 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 said bids is within the amount authorized or available for such work.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

President, Borough of The Bronx—Designation of Mr. John G. Borgstede, Commissioner of Public Works, to Act as Borough President and to Sit in Board of Estimate and Apportionment in the Absence of Borough President (Cal. No. 70).

The Secretary presented the following communication from the President, Borough of The Bronx, dated March 9, 1914, which was ordered printed in the minutes and filed:

City of New York, President of the Borough of The Bronx, 3d Avenue and 177th Street, Office of the President, March 9th, 1914.

Mr. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment,* No. 277 Broadway, City:

Dear Sir—In accordance with the provisions of section 383 of the Greater New York Charter (last paragraph), I hereby request, authorize and direct Mr. John G. Borgstede, Commissioner of Public Works of the Borough of The Bronx, to exercise all powers and perform all duties conferred or imposed upon me as President of the Borough of The Bronx, pursuant to the provisions of the Greater New York Charter, as necessity may require because of my absence or otherwise, and I hereby authorize said Commissioner of Public Works of the Borough of The Bronx to accordingly be Acting President of the Borough of The Bronx, and as such a sitting member of the Board of Estimate and Apportionment of The City of New York and of the Board of Aldermen of The City of New York. All former designations are hereby revoked. Respectfully yours,

DOUGLAS MATHEWSON, President, Borough of The Bronx.

The following Financial matters, not on the Calendar for this day, were considered by unanimous consent:

Department of Bridges—Modification of Contract for Interior Finish of Municipal Building (No. 71).

The Comptroller presented the following:

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;

Resolved, That authority is hereby given to the Commissioner of Bridges to modify the said contract so that there may be presently paid to said contractor the sum of $200,000, which said sum is to be deducted from the retained percentages under said contract, and so that the liability upon the bond given for the faithful performance of said contract shall be reduced from $1,000,000 to $70,000, upon condition that before such modifications shall become effective the contractor execute and deliver a bond with good and sufficient sureties to indemnify the City against any and all loss of any nature whatsoever by reason of such payment, and that the contractor and the sureties on the said bond shall consent to such modifications, 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 to perform other work in connection with the interior finish of said building 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 by reason of delay in the carrying out of the contract, which said Company claims is chargeable to the City, to be approved as to form by the Corporation Counsel.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Board of Estimate and Apportionment—Establishment of Positions of Secretaries to Committees (No. 72).

The following resolution was offered by the President, Board of Aldermen:

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 Board of Estimate and Apportionment of the following positions and grades, in addition to those heretofore established:

Secretary to Committee, $5,000 per annum, for three incumbents.

Secretary to Committee, $4,000 per annum, for three incumbents.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

The following resolution was offered by the President, Board of Aldermen:

Resolved, That the Board of Estimate and Apportionment hereby requests the Municipal Civil Service Commission to place in the exempt class of the Civil Service the positions in the Board of Estimate and Apportionment, as follows:

Secretary to Committee, 3 incumbents ($5,000 each per annum).

Secretary to Committee, 3 incumbents ($4,000 each per annum).

—after such positions have been established in accordance with section 56 of the Greater New York Charter.

Which was adopted by the following vote:

Affirmative—The Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—13.

Department of Bridges—Issue of Corporate Stock (No. 73).

The Secretary presented a communication from the Commissioner of Bridges, dated March 14, 1914, requesting the issue of $147,631.50 corporate stock for the payment of salaries and wages chargeable to construction and for the payment of transportation also chargeable to construction.

Which was referred to the Committee on Corporate Stock Budget.

President, Borough of Brooklyn—Establishment of Grade of Position of Messenger (No. 74).

The Secretary presented a communication from the President of the Borough of Brooklyn, dated March 10, 1914, requesting the establishment of the grade of position of Messenger in his office at the rate of $2.50 per day for one incumbent.

Which was referred to the Committee on Salaries and Grades.

Board of Coroners, Borough of Brooklyn—Establishment of Grade of Position of Property and Replevin Clerk (No. 75).

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 at $2,000 per annum, for one incumbent.

Which was referred to the Committee on Salaries and Grades.

Mayor's Bureau of Licenses—Establishment of Position of Clerk (No. 76).

The Secretary presented a communication from the Chief of the Mayor's Bureau of Licenses, dated March 12, 1914, requesting the establishment in his office of the grade of position of Clerk at $540 per annum, for one incumbent.

Which was referred to the Committee on Salaries and Grades.

Public Recreation Commission—Protest Against Use of Property in Carroll Street, Between Hicks and Henry Streets, Brooklyn, for Playground Purposes (No. 77).

The Secretary presented a communication from John J. A. O'Reilly, M. D., member of Local School Board No. 28, Brooklyn, dated March 10, 1914, protesting against the establishment of a playground on property owned by the City at Carroll street, between Hicks and Henry streets in view of the urgent need of additional school accommodations in said section.

(On December 4, 1913, a communication from the Old South Brooklyn Civic League requesting that the above site be used for playground purposes, was referred to the Commissioners of the Sinking Fund and the Public Recreation Commission.

(On January 16, 1914, the report of the Public Recreation Commission favoring the use of the site for recreational purposes, was referred to the Commissioners of the Sinking Fund.)

Which was referred to the Committee on Social Welfare.

Department of Education—Appropriation from Proceeds of Sale of Products of Manhattan Trade School for Girls to Special Trade School Fund (No. 78).

The Secretary presented a communication from the Secretary, Board of Education, dated March 12, 1914, transmitting certified copy of resolution of Board adopted March 11, 1914, requesting that the sum of $1,080.86, representing proceeds realized from sale of products of the Manhattan Trade School for Girls, be appropriated to the Special Trade School Fund.

Which was referred to the Comptroller.

Department of Education—Salaries of Typewriter Accountant and Janitors (No. 79).

The Secretary presented a communication from the Secretary, Board of Education, transmitting certified copies of three resolutions adopted by said Board on March 11, 1914, as follows:

A—Requesting the establishment of the grade of position of Typewriter Accountant at $1,500 per annum for one incumbent.

B—Requesting the fixing of the salaries of Janitors of various school buildings.

C—Requesting that the compensation of Janitors of all school buildings in which after-school athletics are conducted be fixed at the rate of $1 per session.

Which were referred to the Committee on Salaries and Grades.

Department of Correction—Increase in Salary of General Foreman (No. 80).

The Secretary presented a report of the Comptroller, returning for filing communication from the Commissioner of Correction, dated October 29, 1913, relating to an increase in the salary of General Foreman, $2,190 to $2,500 per annum, which matter was disposed of in the 1914 Budget.

(On October 30, 1913, the above communication was referred to the Budget Committee.)

Which was ordered filed, and the Secretary directed to notify the Department of Correction.

President, Borough of Richmond—Operation of Bureaus of Highways, Street Cleaning and Sewers for the Year 1914, *on a Cost Data Basis* (No. 81).

The Secretary presented a report of the Comptroller, returning for filing communication from the President, Borough of Richmond, dated October 29, 1913, transmitting a revised request on a cost data basis for the operation of the Bureaus of Highways, Street Cleaning and Sewers for the year 1914, which was disposed of in the 1914 Budget.

(On October 30, 1913, the above communication was referred to the Budget Committee.)

Which was ordered filed, and the Secretary directed to notify, the President, Borough of Richmond.

Mayor's Commission on Pension—Expenses of (No. 82).

The Comptroller suggested that the sum of $5,000 be set aside from the appropriation made for Contingencies for the Board of Estimate and Apportionment for expenses of Mayor's Commission on Pensions.

The matter was referred to the Comptroller for report.

On motion, the Board adjourned to meet Friday, March 20, 1914, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

Board of Education.

Contracts Awarded March 27, 1914.

Joseph Balaban Company, 261 Broadway, City, for general construction of addition, etc., to Public School 21, The Bronx; sureties, Casualty Company of America and International Fidelity Insurance Company. Durkin & Laas, 103 Park ave., City, for general construction of addition, etc., to Public School 20, Richmond; sureties, National Surety Company, Globe Indemnity Company and the Aetna Accident and Liability Company. Chas. Williams, 75 Washington ave., Brooklyn, for plumbing, etc., at addition to Public School 20, Richmond; surety, Southern Surety Company. Max Klausner, 1218 Van Alst ave., Long Island City, for furniture for Bay Ridge High School, Brooklyn; surety, Casualty Company of America. Heywood Bros. & Wakefield Company, 516 W. 34th st., City, for furniture for Bay Ridge High School, Brooklyn; surety, Casualty Company of America. Max Dorfman and Abraham Grossman, 179 Forsyth st., City, for removal, etc., of Old Public School 38, Manhattan; surety, National Surety Company. E. J. Johnson, 38 Park row, City, for furniture for new Public School 102, Manhattan; surety, Casualty Company of America. Readsboro Chair Company, 63 5th ave., City, for furniture for new Public School 52, The Bronx; surety, American Surety Company. Narragansett Machine Company, Providence, R. I., for furniture for Bay Ridge High School, Brooklyn; surety, Atena Accident and Liability Company. The Nelson Company, Inc., 238 44th st., Brooklyn, for furniture for Bay Ridge High School, Brooklyn; surety, Casualty Company of America.

The Manhattan Supply Company, 115 Franklin st., City, for furniture for Bay Ridge High School, Brooklyn; surety, New England Casualty Company. A. W. King, 1511 Bryant ave., City, for the erection of outside iron stairs at Evander Childs High School, The Bronx; surety United States Fidelity and Guaranty Company. James I. Newman, 1667 Woodhaven ave., Woodhaven, Long Island, for fire protection alterations at Public Schools 1, 4, 7, Queens; surety, National Surety Company. Concordia Contracting Company, Inc., 44 Court st., Brooklyn, for fire protection alterations at Bryant High School, Queens; surety, Fidelity and Deposit Company of Maryland. A. Don court, 291 Sanford ave., Flushing, Long Island, for fire protection alterations at Public School 2, Queens; surety, Casualty Company of America. Greenhut-Siegel Cooper Company, 18th st. and 6th ave., City, for furnishing general supplies; surety, United States Guarantee Company. A. E. Moeller, 263 Sumpter st., Brooklyn, for furnishing general supplies; surety, American Surety Company. Louis T. Walter, Jr., Far Rockaway, Long Island, for conveying pupils to and from public schools; surety, Maryland Casualty Company. Cornelius O'Connell, 3318 Olinville ave., The Bronx, for conveying pupils to and from public schools; surety, Massachusetts Bonding and Insurance Company. John H. Naughton, 611 Lexington ave., City, for conveying pupils to and from public schools; surety, United States Fidelity and Guarantee Company.

John F. Mulgrew, 124 E. 63d st., City, for conveying pupils to and from public schools; surety, United States Fidelity and Guaranty Company. Benj. Sanborn & Co., 15 W. 38th st., City, for furnishing text books; surety, American Surety Company. Educational Pub. Company, 18 E. 17th st., City, for furnishing text books; surety, American Surety Comapny. Atkinson, Mentzer & Co., 30 W. 36th st., City, for furnishing text books; surety, American Surety Company. Alex. Maloof 562 W. 148th st., City, for furnishing text books; surety, Fidelity and Deposit Company of Maryland. A. J. Nystrom & Co., 623 S. Wabash ave., Chicago, Ill., for furnishing text books; surety, Casualty Company of America. Hinds, Noble & Eldredge, 33 W. 15th st., City, for furnishing text books; surety, National Surety Company. Little, Brown & Co., Boston, Mass., for furnishing text books; surety, American Surety Company. C. H. Congdon, 200 5th ave., City, for furnishing text books; surety, United States Fidelitv and Guaranty Company.

Scott, Foresman & Co., 460 4th ave., City, for furnishing text books; surety, United States Fidelity and Guaranty Company. Sibley & Co., 120 Boylston st., Boston, Mass., for furnishing text books; surety, National Surety Company. Forbes & Co., Chicago, Ill., for furnishing text books; surety, American Surety Company. Chas. Scribner's Sons, 599 5th ave., City, for furnishing text books; surety, United States Fidelity and Guaranty Company. American Book Company, 100 Washington square, City, for furnishing text books; surety, American Surety Company. Sherwin Cody, Chicago, Ill., for furnishing text books; surety, Casualty Company of America. The Holbrook Mfg. Company, Coles and 18th sts., Jersey City, N. J., for furnishing supplies to the Truant Schools; surety, certified check deposited with Comptroller. James A. Miller, 368 Greenwich st., City, for furnishing supplies to Truant Schools; surety, certified check deposited with Comptroller. Robt. J. Sadler, 93 Nassau st., City, for furnishing supplies for the Truant Schools; surety, American Surety Company. Knickerbocker Ice Company, 1480 Broadway, City, for furnishing supplies for the Truant Schools; surety, National Surety Company. John Bellmann, 61 Hudson st., City, for furnishing supplies for the Truant School; surety, United States Guarantee Company. J. & T. Adikes, Jamaica, L. I., for furnishing supplies for Truant Schools; surety, American Surety Company. Strauss Bros., 619 Pacific st., Brooklyn, for furnishing supplies for Truant Schools; surety, Casualty Company of America.

A. E. PALMER, Secretary.

DEPARTMENT OF HEALTH.

Report for the Week Ending March 28, 1914.

PHYSICAL EXAMINATION OF PUSH-CART PEDDLERS.

At the request of the Mayor's Bureau of Licenses, hereafter all applicants for licenses to peddle from push carts will be examined at the tuberculosis clinics of the Department of Health. No applicant whose sputum contains tubercle bacilli will be recommended for a license. While all applicants will be examined, irrespective of their physical condition, it is the intention to recommend for such licenses those who by reason of illness would be benefited by open-air employment. Tuberculous persons in fair physical condition, and with sputum free from the bacilli, and others whose physical condition requires open-air employment, will therefore be given preference.

FOLLOWING UP PATIENTS DISCHARGED FROM CONTAGIOUS DISEASE HOSPITALS.

A study has recently been made to determine how effective were the precautions taken to prevent the carriage of contagious diseases into homes through patients discharged from the contagious disease hospitals of the Department of Health. Eighty-eight cases were discharged from the Kingston Avenue Hospital during the month of January and in only one instance was a contagious disease carried in this way. This was in a girl five years of age who developed scarlet fever two days after the return of her sister from the hospital. It is planned to continue these studies and apply the experience gained to perfecting, as far as possible, the administration of the contagious disease hospital.

SUPERVISION OF MIDWIVES.

The supervision of midwives practicing in the City of New York is lodged with the Bureau of Child Hygiene of the Department of Health. In order to practice, midwives make application to the Department of Health for a permit, and such a permit is granted provided all the requirements are satisfactorily met. This includes the result of an investigation of her home, her person and her obstetrical outfit.

Once a month, or more frequently, if necessary, reinspections are made by medical inspectors and nurses to ascertain the status of conditions and to give instructions in general cleanliness and asepsis.

Special visits are made to investigate stillbirths under the care of midwives, and to look into any complaint or knowledge of an instance of illegal practice of medicine by a midwife or one practicing without a permit.

Supervision of Midwives, Fourth Quarter, 1913.

	Manhattan.	Bronx.	Brooklyn.	Queens.	Richmond.	Entire City.
Applications pending	8	7	30	6	3	54
New applications	131	57	131	23	3	345
Total applications	139	64	161	29	6	399
Of which granted	132	51	112	23	4	322
denied	1	0	0	0	0	1
pending	6	13	49	6	2	76
Permits expired	111	47	124	24	7	313
revoked	32	0	0	4	3	39
in force	755	135	475	88	35	1,488
First inspections	186	57	215	70	11	539
Reinspections	1,105	136	1,007	206	130	2,484
Special visits	1,000	150	584	52	..	1,786
Total visits	2,291	343	1,806	328	141	4,809

TUBERCULOSIS, FOURTH QUARTER, YEAR 1913.

In the following table figures are given relating to the occurrence of tuberculosis during the last quarter of 1913. Comparison with previous figures shows that the number of *voluntary* renovations in premises infected with tuberculosis has been steadily increasing in the last few years. This is a very encouraging sign and indicates a better conception, by owners and agents of property, of the necessity for preventive measures, and of a greater readiness to comply with the requests of the Department to do such work:

	Manhattan.	Bronx.	Brooklyn.	Queens.	Richmond.	City.
Population	2,487,796	583,981	1,845,443	359,981	95,872	5,372,983
New cases reported	2,842	532	1,313	239	42	4,968
Total cases in register December 31, 1913	17,370	3,024	7,754	1,021	271	29,439
Admitted to hospital	....	....	....	....	....	1,769
Examinations for sanatoria	....	....	....	....	....	161
New patients examined at clinics	1,149	592	1,148	126	23	3,038
Total visits of patients to clinics	10,271	5,276	11,050	1,365	174	28,136
Number of patients under sanitary supervision	1,095	107	759	1	15	1,977
Renovations ordered	12	4	14	1	....	31
Voluntary renovations	1,216	270	731	96	6	2,319
Specimens of sputum examined	6,037	1,166	3,842	444	122	11,251
Number containing tubercle bacilli	1,489	217	801	94	28	2,629
Deaths, pulmonary tuberculosis	1,043	217	589	95	30	1,974
Death rate per thousand population	1.63	1.34	1.22	.97	.12	1.05
Deaths, all forms tuberculosis	1,174	241	682	116	38	2,251
Death rate per thousand of population	1.88	1.66	1.47	1.28	1.59	1.67

In the above table it is stated that there are 29,439 cases registered with the Department of Health on December 31, 1913. The distribution of these cases is shown in the following table, representing the census taken December 31, 1913:

In Register End of Week December 31, 1913.

	Manhattan.	Bronx.	Brooklyn.	Queens.	Richmond.	Total.
Cases under care of private physicians	1,480	368	1,194	260	60	3,362
Cases under care non-dept. clinics	1,941	0	0	0	0	1,941
Cases in City institutions	3,425	290	968	126	64	4,873
Cases in out of town institutions	1,421	237	606	74	39	2,377
Homeless not found cases	4,244	546	1,140	73	7	6,010
Cases at home or attending department clinics	4,859	1,583	3,846	488	100	10,876
Total in register	17,370	3,024	7,754	1,021	270	29,439

SMOKE CAMPAIGN IN BOROUGH OF QUEENS.

An energetic campaign against the smoke nuisance has been carried on in the Borough of Queens since January first and the results have been very satisfactory. Thirteen cases have been prosecuted in the Magistrates' Courts since January first and as can be seen from the following table fines amounting to eighty (80) dollars were imposed:

Date.	Name of Offender.	Disposition of Case.
January 10, 1914	Nichols Copper Company	Sentence suspended.
January 14, 1914	Long Island Railroad Company (L. I. City Drill Yards).	Fined $25.
January 21, 1914	Sohmer Piano Company	Fined $5.
January 23, 1914	Pierce Arrow Company	Fined $5.
January 27, 1914	Long Island Railroad Company (Morris Park Workshop)	Fined $10.

Date.	Name of Offender.	Disposition of Case.
February 5, 1914	Adler Veneer Seat Company	Sentence suspended.
February 9, 1914	American Hard Rubber Company	Fined $10.
February 18, 1914	United Copper Metal Company	Fined $5.
February 19, 1914	Manhattan Grille Company	Sentence suspended.
February 28, 1914	New York & Queens Co. R. R. Co.	Fined $10.
March 3, 1914	Packard Motor Company	Sentence suspended.
March 3, 1914	Loose-Wiles Biscuit Company	Sentence suspended.
March 9, 1914	Long Island Railroad Company (Morris Park)	Fined $10.

SOCIAL SERVICE IN CONNECTION WITH DEPARTMENT HOSPITALS.

Beginning April 1st, 1914, all cases of scarlet fever, diphtheria, and measles, discharged from the hospitals of the Department of Health, will be at once revisited by the district Nurse of the Bureau of Infectious Diseases, to determine the condition of the patient on discharge (as to infectivity, etc.) and the home conditions of the family. Advice will be given as to care of convalescent patient, and, if necessary, the family will be referred to the proper charitable organization for financial aid and other assistance. At least one additional visit will be made after the expiration of the incubation period of the disease in question, to ascertain if any secondary cases have developed.

It is the desire and intention of the Commissioner of Health to eventually give to this work the full force of hospital social service visiting in the complete sense of the term. This will, of course, necessitate a large staff of district nurses. The establishment of a special convalescent home for suitable cases of this kind is one of the possibilities that is being borne in mind.

THE NEED FOR VACCINATION IN NEW YORK CITY.

A survey has been made of various groups of the population of New York City, in order to determine to what extent the residents of New York City are protected against smallpox by vaccination. The results are submitted in tabular form herewith.

Inspectors and nurses visited every home in typical city blocks, (a) tenement house blocks, white, (b) tenement house blocks, colored, and (c) blocks of high-class apartment houses, and obtained information as to previous vaccination.

By letters and inspectors the desired information was obtained from various large department stores, insurance companies and the three largest charitable organizations in the City. A vaccination census was also taken of the employees of the New York Public Library, the New York Stock Exchange and the Bureau of Infectious Diseases of the Department of Health of New York City.

Information was thus obtained regarding 12,437 persons, a fair cross-section of the population of the City. Of these 12,096, or 96 per cent., had been vaccinated, the average elapsed time since the last successful vaccination being about 11 years. Fifty, or 0.4 per cent., had had smallpox and 378 or 3 per cent. had never been vaccinated.

These crude figures are, at first sight, encouraging and seem to show that New York City is fairly well protected against an epidemic of smallpox; certainly as well as, and probably better than, any other large city in the United States. This view is borne out by the following facts:

(1) New York City, notwithstanding its own population of nearly 5,000,000, and its large floating population from all parts of the country, amounting at times to 200,000, has been relatively free from the disease for a number of years, as shown by the following table:

	1907.	1908.	1909.	1910.	1911.	1912.	1913.	1914.
Manhattan	10	6	5	13	5	3	16	5*
The Bronx	1	2	0	1	1	2	1	..
Brooklyn	46	6	3	2	4	17	2	..
Queens	1	3	0	0	5	0	0	..
Richmond	0	0	1	0	0	0	1	..
New York City	58	17	9	16	15	22	20	..

* January, February and March.

(2) Almost every case of smallpox in New York City is imported, i. e., comes to the City with the disease or develops it within three weeks (the incubation period) after arrival. Of the five cases reported so far this year, one came from Niagara Falls and three from the South, in both of which localities the disease is prevalent.

Young Children and Infants. Analysis of the figures, however, reveals one very disquieting fact: That a large proportion of children under school age are not vaccinated: Of a total of 1,580 children, 291, or 18 per cent., had never been vaccinated, and in the negro tenement block in Manhattan, 35 per cent. of the children under school age were unvaccinated.

School Children. Thanks to a wise and beneficent State law, the school children of New York City are well protected by vaccination against smallpox. The majority of children entering school for the first time are vaccinated at the various borough offices or by their own physicians. Furthermore, the Bureau of Child Hygiene maintains a staff of four special vaccinators, two in Manhattan and two in Brooklyn, who go from school to school making routine revaccinations of all children whose parents consent to this procedure. The present staff is so small that, following out this method of work, it will require ten years to cover all of the schools of the City. During this period the school population, of course, will have changed materially. A good proportion of the children will never be reached at all.

Other Classes. Young adults, recently graduated from the schools and high schools of the City, have usually been vaccinated during their last years at school.

Aliens are vaccinated either on leaving their native country or before landing in the United States.

The employees of the department stores, being as a rule young, are better protected by vaccination than those of insurance companies and other organizations. City employees are well protected, if conditions in other departments are the same as in one bureau of the Department of Health.

But, while conditions in New York City may be better than elsewhere, they are far from perfect, and a special corps of vaccination inspectors should be organized and put to work by the Department of Health for the following reasons:

(a) There has been no general vaccination in New York City for twelve years and it is well known that vaccination does not protect beyond seven years. The last general vaccination was in 1902, when $115,000 was appropriated for the purpose.

(b) Infants and children under school age should be vaccinated in order tc protect others, as well as themselves. Of late years, owing to the comparative frequency of vaccination among children, smallpox has become a disease of adults; we run the risk in New York City of an outbreak among the children, a reversion to the conditions of bygone years, when they were the first and the heaviest sufferers.

(c) Because of the epidemic of smallpox at Niagara Falls and the prevalence of the disease in Pennsylvania and the South, it is probable that an increased number of cases will be imported into New York City during 1914, and everything possible should be done to make the soil barren on which such deadly seed will be sown. General vaccination is *the* one preventive and prophylactic.

Prosecutions in Magistrates' Courts, Week Ending March 28, 1914.

	Minor Food Violations.	Spitting.	Miscellaneous.
Number of persons arrested	164	36	47
Number of persons fined	103	23	19
Number of prison sentences	5	..	..
Number of persons sentence suspended	22	11	13
Number of persons held for trial in higher court	18	..	1
Number of persons discharged	16	2	14
Total amount of fines	$311.00	$35.00	$38.00

SUCCESSFUL PROSECUTIONS FOR VIOLATIONS OF THE SANITARY CODE.

Week Ending March 28, 1914.

Defendant.	Location of Offense.	Kind of Food or Other Material.	Character of Violation.	Disposition, Special Sessions.
		Manhattan.		
Bernhard, Louis...	242 Avenue A....	American cheese..	Sec. 42. Mouldy and filthy.	Mar. 25, 1914. Fined $50.
Collin, Hugo.....	385 Canal st.....	15 lbs. candy trimming.	Sec. 42. Dirty....	Mar. 25, 1914. Fined $25.
		50 lbs. sugar.....		
Dichter, George...	237 Monroe st....	50 lbs. cranberries.	Sec. 42. Rotten and filthy.	Mar. 25, 1914. Fined $10.
Schwamenfeld, Isador.	366 Amsterdam av.	8¼ lbs. assorted fish.	Ser. 42. Putrid...	Mar. 25, 1914. Sentence suspended.
Hauser, Jerome...	1477 2d ave.....	125 lbs. poultry...	Sec. 42. Mouldy and decayed.	Mar. 25, 1914. Sentence suspended.
Marino, Angelo...	207 Bleecker st...	170 lbs. pigs' feet and spare ribs.	Sec. 42. Putrid..	Mar. 25, 1914. Fined $25.
Acker, Merrill & Condit Co.	S. E. cor. 57th st. and 6th ave.	Cider	Sec. 68. Added preservative not stated on label.	Mar. 23, 1914. Sentence suspended.
Acker, Merrill & Condit Co.	1010 6th ave.....	Apple cider.....	Sec. 68. Added preservative not stated on label.	Mar. 23, 1914. Sentence suspended.
Shapiro, Isidor....	212 E. 102d st....	25 lbs. string beans	Sec. 42. Frozen and unfit.	Mar. 23, 1914. Sentence suspended.
Meyer, Emanuel..	2118 8th ave.....	7 lbs. beef.....	Sec. 42. Decomposed and putrid.	Mar. 23, 1914. Fined $10.
Dichter, George...	In front of 68 Pitt st.	Cranberries	Sec. 42. Filthy, rotten and frozen.	Mar. 23, 1914. Sentence suspended.
Weiss, Bernard...	703 8th ave.....	25 lbs. rabbits.....	Sec. 42. Putrid...	Mar. 23, 1914. Fined $100.
Weiss, Bernard...	525 West st.....	300 lbs. pork loins.	Sec. 42. Unwholesome.	Mar. 23, 1914. Fined $100.
Woolworth, F. W., Inc.	1536 3d ave.....	Toilet water.....	Sec. 66a. Presence of methyl (wood) alcohol not stated on label.	Mar. 23, 1914. Sentence suspended.
Halpern, Alex....	1396 Madison ave.	Milk	Sec. 53. Adulterated.	Mar. 23, 1914. Fined $20.
Schmitzberger,, Katie.	530 W. 50th st....	Milk	Sec. 53. Adulterated.	Mar. 23, 1914. Fined $25.
Zemsky, Israel....	19 Rutgers place..	Milk	Sec. 53. Adulterated.	Mar. 25, 1914. Fined $15.
Heins, Adolph....	30th st. and 10th ave.	Milk	Sec. 56a. Not properly labeled.	Mar. 23, 1914. Sentence suspended.
Horowitz, Max....	289 Broome st....	Milk	Sec. 56a. Not properly labeled.	Mar. 23, 1914. Sentence suspended.
McNulty, Thomas F.	154 West Broadway	Toilet water.....	Sec. 66a. Presence of methyl (wood) alcohol not stated on label.	Mar. 27, 1914. Sentence suspended.
Nadel, Sigmund..,	268 Avenue B....	2 lbs. sweet potatoes and 9 lbs. cranberries.	Sec. 42. Frozen, rotten and filthy.	Mar. 25, 1914. Fined $10.
		Brooklyn.		
Rabinowitz, Hilel..	1376 42d st.....	20 lbs. dried fruits	Sec. 42. Wormy sour and fermented.	Mar. 26, 1914. Sentence suspended.
Meyer, Fred.....	1379 Broadway...	30 lbs. candy.....	Sec. 42. Sour and unsound.	Mar. 26, 1914. Sentence suspended.
Albeni, Saborte...	841 Flushing ave..	30 lbs. neck ribs...	Sec. 42. Decomposed.	Mar. 28, 1914. Fined $10.
Pohndorf, Jacob..,	211 Myrtle ave....	15 lbs. pork kidney	Sec. 42. Putrid...	Mar. 28, 1914. Fined $25.
Wolf, Joe.....	966 Linwood st...	Milk	Sec. 53. Adulterated.	Mar. 26, 1914. 30 days.
		The Bronx.		
Acker, Merrill & Condit Co.	2899 3d ave.....	Cider	Sec. 68. Added preservative not stated on label.	Mar. 23, 1914. Sentence suspended.
McDermott Dy. Co.	728 E. 161st st...	Milk	Sec. 56a. Not properly labeled.	Mar. 26, 1914. Sentence suspended.
Schwartz, Abraham	506 Wendover ave.	Milk	Sec. 56a. Not properly labeled.	Mar. 26, 1914. Fined $10.
		Queens.		
Polish Stores Co., Inc.	264 Elm st., Jaaica	53 lbs. assorted meats	Sec. 42. Putrid...	Mar. 24, 1914. Sentence suspended.
Sipzner, Max	357 Jackson ave...	15 lbs. dried pears and 10 lbs. smoked bloater.	Sec. 42. Decayed.	Mar. 24, 1914. Fined $10.
Colleti, Antonio...	Drew ave. and Rockaway road.	Milk	Sec. 56. Selling without a permit.	Mar. 24, 1914. Fined $25.
Freeman, Samuel..	Drew ave. and Rockaway road..	Milk	Sec. 56. Selling without a permit.	Mar. 24, 1914. Fined $10.
Kafka, Harris.....	219 Corona ave., Corona	Keeping chickens, no permit.	Sec. 79.....	Mar. 24, 1914. Fined $20.

VITAL STATISTICS

Summary for Week Ending Saturday, 12 M., March 28, 1914.

Boroughs.	Population U.S.Census April 15, 1910.	Estimated Population July 1, 1914.	Deaths. 1913.	Deaths. 1914.	Deaths. *Corrected, 1914	Births.	Marriages.	Still-births.	Death-rate. 1913.	Death-rate. 1914.	Death-rate. *Corrected, 1914.
Manhattan	2,331,542	2,538,606	815	894	880	1,382	589	66	17.09	18.37	18.09
The Bronx	430,980	641,980	160	166	152	300	70	14	14.29	13.49	12.35
Brooklyn	1,634 351	1,916,655	554	583	603	956	219	50	15.65	15.87	16.42
Queens	284,041	387.444	103	90	102	171	15	12	14 93	12.12	13.73
†Richmond	85,969	99,186	25	35	31	44	6	..	15.24	18.41	16.31
City of New York	4,766,883	5,583,871	1,660	1,768	1,768	2,853	899	142	16.12	16.52	....

* Corrected according to borough of residence.

† The presence of several large institutions, the great majority of whose inmates are non-residents of the city, increases considerably the death-rate of this Borough.

Deaths by Principal Causes, According to Locality and Age.

Boroughs.	Contagious Diseases detailed elsewhere.	Tuberculosis Pulmonalis.	Cerebro-Spinal Meningitis.	Bronchitis.	Diarrhœal Diseases.	Diarrhœal Diseases under 5 Years.	Pneumonia.	Broncho Pneumonia.	Suicides.	Homicides.	Accidents.	Under 1 Year.	Under 5 Years.	5-65 Years.	65 Years and Over.
Manhattan	56	97	5	10	22	22	70	69	9	1	39	170	267	469	158
The Bronx	15	37	..	1	6	4	18	7	3	..	3	23	41	101	24
Brooklyn	24	51	3	6	12	10	63	51	5	..	31	100	150	306	127
Queens	3	9	..	..	5	5	10	6	1	..	1	15	22	49	19
Richmond	1	7	..	..	..	..	3	3	..	..	1	4	8	17	10
Total	99	201	8	17	45	41	169	136	18	1	75	312	488	942	338

Cases of Infectious and Contagious Diseases Reported.

Week Ending.	Jan. 10.	Jan. 17.	Jan. 24.	Jan. 31.	Feb. 7.	Feb. 14.	Feb. 21.	Feb. 28.	Mar. 7.	Mar. 14	Mar. 21.	Mar. 28.
Tuberculosis	265	385	423	399	443	407	360	355	413	517	488	443
Diphtheria and Croup	322	330	362	420	415	431	434	362	327	325	362	369
Measles	317	313	359	377	494	467	608	621	663	821	762	894
Scarlet Fever	233	283	315	338	326	340	352	350	339	325	417	448
Smallpox	..	..	..	..	1	..	..	1	..	1	..	..
Chickenpox	267	231	275	294	327	318	226	285	200	289	279	324
Typhoid Fever	24	20	30	26	26	25	17	22	18	17	21	15
Whooping Cough	42	42	56	70	91	72	60	35	44	58	63	89
Cerebro-Spinal Meningitis	6	1	7	3	5	3	6	8	3	9	10	6
Syphilis	203	188	236	274	350	300	239	181	275	335	361	283
Gonorrhea	118	52	18	190	80	53	276	26	463	107	127	41
Chancroid	7	5	..	23	1	..	23	..	30	16	6	..
Total	1,804	1,880	2,081	2,414	2,559	2,416	2,601	2,246	2,780	2,820	2,896	2,912

Infectious and Contagious Diseases in Hospital.

	Willard Parker Hospital.			Riverside Hospital.					Kingston Ave. Hospital.					Otisville Sanatorium.
	Scarlet Fever.	Diphtheria.	Total.	Diphtheria.	Measles.	Scarlet Fever.	Tuberculosis Pulmonalis.	Total.	Diphtheria.	Measles.	Scarlet Fever.	Smallpox.	Total.	Tuberculosis Pulmonalis.
Remaining Mar. 21, 1914	271	122	393	33	87	4	271	395	83	34	158	1	276	542
Admitted	46	41	87	19	29	13	31	92	31	12	39	2	84	23
Discharged	49	31	80	17	29	13	18	77	28	14	33	1	76	12
Died	6	12	18	2	6	..	7	15	9	..	2	..	11	..
Remaining Mar. 28, 1914	262	120	382	33	81	4	277	395	77	32	162	2	273	553
Total treated	317	163	480	52	116	17	362	487	114	46	197	3	360	565

Deaths According to Cause, Age and Sex.

	Total Deaths.	Deaths in Corresponding Week of 1913.	Males.	Females.	*Under 1 Year.	1 Year and Under 2.	2 and Under 5.	Under 5 Years.	5-15.	15-25.	25-45.	45-65.	65 and Over.
Total, all causes..	1,768	1,660	967	801	312	98	78	488	65	98	345	434	338
1. Typhoid Fever....	4	2	3	1	..	..	..	..	1	1	2	..	..
3. Malarial Fever....	1	..	..	1	..	..	..	..	..	..	1	..	..
4. Small-pox.....	..	..	..	..	..	..	..	..	..	..	..	..	.
5. Measles.....	19	16	9	10	6	8	3	17	2	..	..	..	..
6. Scarlet Fever.....	17	20	7	10	..	3	6	9	6	2	..	..	
7. Whooping Cough.	5	8	2	3	3	1	1	5	..	..	..	..	..
8. Diphtheria and Croup	54	35	24	30	8	12	23	43	9	1	1	..	..
9. Influenza.....	18	16	10	8	1	2	..	3	..	1	..	7	7
12. Other Epidemic Diseases.....	19	10	15	4	7	..	..	7	..	2	2	6	2
13. Tuberculosis Pulmonalis.....	201	223	137	64	..	1	..	1	5	23	105	54	7
14. Tuberculous Meningitis.....	21	25	6	15	2	6	4	12	7	1	1	..	..
15. Other forms of Tuberculosis...	20	17	12	8	6	1	..	7	3	1	7	1	1
16. Cancer, Malignant Tumor...	78	80	36	42	..	..	1	1	1	..	8	44	24
17. Simple Meningitis. Of which	10	3	7	3	2	2	..	4	2	1	1	1	1
17a. Cerebro Spinal Meningitis.....	8	2	5	3	1	2	..	3	2	..	1	1	1
18. Apoplexy, Softening of the Brain	30	11	13	17	..	..	..	..	..	..	6	15	9
19. Organic Heart Diseases.....	232	224	124	108	..	..	2	2	6	9	31	93	91
20. Acute Bronchitis..	17	22	5	12	16	..	1	17	..	..	..	..	..
21. Chronic Bronchitis.	6	2	4	2	..	..	..	..	..	..	1	1	4
22. Pneumonia (excluding Broncho Pneumonia).....	169	171	106	63	11	13	5	29	6	13	50	44	27
22a. Broncho Pneumonia	136	128	60	76	59	28	15	102	1	2	7	9	15
23. Other Respiratory Diseases..	14	9	7	7	..	3	2	5	2	1	1	2	3
24. Diseases of the Stomach (Cancer excepted)..	6	10	4	2	..	..	..	..	..	..	2	4	..
25. Diarrhœal diseases (under 5 years)	41	50	23	18	33	5	3	41	..	..	..	..	..
26. Appendicitis and Typhilitis.....	20	14	13	7	..	..	..	..	1	9	3	5	2
27. Hernia. Intestinal Obstruction....	9	14	3	6	1	1	..	2	..	..	..	6	1
28. Cirrhosis of Liver..	14	16	12	2	..	..	..	..	..	..	5	7	2
29. Bright's Disease and Ac. Nephritis	122	117	62	60	..	1	1	2	..	1	18	49	52
30. Diseases of Women (not Cancer)	6	5	..	6	..	..	..	..	..	1	4	..	1
31. Puerperal Septicæmia..	8	8	..	8	..	..	..	..	..	3	5	..	..
32. Other Puerperal Diseases.....	9	8	..	9	..	..	..	..	..	5	4	..	..
33. Congenital Debility and Malformations.....	106	92	60	46	102	2	1	105	1	..	..	..	..
34. Old Age.....	15	7	4	11	..	..	..	..	..	..	..	2	13
35. Violent Deaths....	76	80	54	22	3	2	5	10	4	8	28	21	5
a. Effects of Heat.	..	..	..	..	..	..	..	..	..	..	..	..	..
b. Other Accidents.	75	77	53	22	3	2	5	10	4	8	27	21	5
c. Homicide.....	1	3	1	..	..	..	..	..	..	..	1	..	..
36. Suicide	18	22	13	5	..	..	..	..	..	..	7	10	1
37. All other causes....	245	192	130	115	52	5	5	62	8	7	45	53	70
38. Ill-defined causes..	2	..	2	..	..	2	..	2	..	..	..	..	..

*If the deaths under one month, numbering 126, from all causes, be deducted from the total deaths under one year, the resultant rate will be 72 deaths of infants per 1,000 births (weekly average, 1913).

Corrected Mortality Among Children, Week Ending March 28, 1914.

Boroughs.	Under 1 Year of Age.						Under 5 Years of Age.					
	All Causes.	Rate per 1,000 Births.	Diarrhœal Diseases. Deaths.	Rate per 1,000 Births.	Institutions.	Tenements.	All Causes	Rate per 1,000 Living.	Diarrhœal Diseases.	Rate per 1,000 Living.	*Epidemic Diseases.	Rate per 1,000 Living.
Manhattan.....	161	130.5	18	14.6	6	13	256	52.1	21	4.3	46	9.4
The Bronx.....	26	91.9	4	14.1	..	4	44	33.1	4	3.0	8	6.0
Brooklyn.....	104	117.9	9	10.2	1	7	156	37.9	11	2.7	17	4.1
Queens.....	16	102.6	2	12.8	..	2	24	28.8	5	6.0	3	3.6
Richmond	5	113.6	..	..	..	..	8	40.8	..	..	..	..
City of New York...	312	120.1	33	12.7	7	26	488	42.9	41	3.6	74	6.5

*Includes Small Pox, Measles, Scarlet Fever, Diphtheria and Whooping Cough.

Deaths According to Cause, Annual Rate per 1,000 and Age, with Meteorology and Number of Deaths in Public Institutions for 14 Weeks.

Week Ending—	Dec. 27.	Jan. 3.	Jan. 10.	Jan. 17.	Jan 24.	Jan. 31.	Feb. 7.	Feb. 14.	Feb. 21.	Feb. 28.	Mar. 7.	Mar. 14.	Mar. 21.	Mar. 28.
Total deaths...	1,357	1,544	1,557	1,591	1,567	1,628	1,503	1,553	1,768	1,812	1,957	1,705	1.757	1,768
Annual death-rate.....	13.18	14.43	14.50	14.86	14.64	15.21	14.04	13.88	16.52	16.93	18.28	15.93	16 42	16.52
Typhoid Fever..	5	8	6	5	9	5	4	4	4	6	2	2	2	4
Malarial Fevers.	..	1	1	..	..	..	1	..	..	..	1	..	..	1
Small-pox	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Measles	12	7	8	15	15	12	16	12	13	12	16	19	16	19
Scarlet Fever...	5	11	14	14	6	11	13	14	22	16	13	11	13	17
Whooping Cough	2	2	5	1	..	6	2	6	5	4	5	5	8	5
Diphtheria and Croup	22	31	24	22	30	50	42	40	35	49	51	33	46	54
Influenza	7	5	16	14	14	10	6	9	15	22	29	22	24	18
Cerebro-Spinal Meningitis.	2	4	3	6	1	3	3	3	2	7	4	3	3	8
Tuberculosis Pulmonalis	151	191	172	187	203	202	180	184	209	192	254	199	212	201
Other Tuberculous.....	31	27	20	22	18	21	35	25	32	29	31	19	34	41
Acute Bronchitis	18	19	11	15	16	13	16	17	16	12	15	20	24	17
Pneumonia.....	130	124	141	127	122	142	134	140	159	210	210	212	197	169
Broncho Pneumonia.....	95	101	98	104	110	121	101	96	129	134	180	118	148	136
Violent Deaths..	57	92	57	94	65	83	59	73	74	82	68	63	100	76
Under one year.	218	252	233	224	244	262	218	226	290	273	303	259	292	312
Under five years	305	350	340	328	342	398	347	348	425	426	483	353	441	488
Five to sixty-five	797	876	888	914	908	902	837	885	980	983	1,051	978	994	942
Sixty-five years and over...	255	318	329	349	317	328	319	320	363	403	423	344	322	338
In Institutions...	522	594	601	606	595	620	591	639	706	696	729	709	728	718
Inquest cases	168	228	220	260	199	247	194	194	245	250	226	195	221	208
Mean barometer	29 87	30.01	29.57	29.86	29.75	30.03	29.96	30.12	29.91	30.08	29.43	29.96	29.94	30 22
Mean humidity..	74 4	72.3	69.6	54.9	61.	71.9	65.	56.1	64.	49 0	69.	51.	56.6	67.
Inches of rain or snow....	2.82in	.21in	1.15in	.53in	1.57in	1.91in	.3in	2.13in	6.82in	1.0in	21.24in	....	.74in	4.27in
Mean temperature (Fahrenheit).....	38.6°	30.4°	34.9°	22.7°	33.°	38.°	37.3°	18.9°	21.°	25.3°	33.4°	31.1°	35.9°	44.1°
Maximum temperature (Fahrenheit)	52.°	41.°	44.°	42.°	50.°	58.°	48.°	37 °	32 °	49 °	42.°	45.°	57.°	73.°
Minimum temperature (Fahrenheit)	20.°	20.°	16.°	-.5°	15.°	17.°	22.°	3.°	10.°	1.°	17.°	17.°	15.°	25.°

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE THURSDAY, APRIL 2, 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.

All of the 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.	
33187	2- 6-14	3-14-14	A. Pearson's Sons	$289 00
38598	3- 6-14	3-26-14	T. J. Cummins Plumbing Co.....	50 00
38600	2-27-14	3-26-14	Craig & Brown	58 00
			Board of Ambulance Service.	
40163		3-30-14	Lebanon Hospital Association.....	$600 00
			Commissioners of Accounts.	
38949	3-20-14	3-27-14	Public Service Commission for the First District	$2 00
38952	3-17-14. 3-25-14	3-27-14	The Lithoprint Co.....	12 40
			Department of Bridges.	
38980	3- 4-14. 3-14-14	3-27-14	A. F. Brombacher & Co.....	$24 07
38981	3- 6-14. 3- 7-14	3-27-14	Pittsburgh Plate Glass Co.....	13 25
38985	2-24-14. 3-13-14	3-27-14	Thompson-Bonney Co.	59 00
			Brooklyn Disciplinary Training School for Boys.	
39494		3-27-14	Bloomingdale Bros.	$0 96
39496		3-27-14	J. M. Gottesman	19 60
39497			John Bellmann	6 99
39498		3-27-14	Syndicate Trading Co.	4 80
39500		3-27-14	American Type Founders Co.....	1 50
39502		3-27-14	H. T. Dakin	34 00
39503		3-27-14	Syndicate Trading Co.....	66 56
39510		3-27-14	H. T. Dakin	19 08
39512		3-27-14	Cavanagh Bros. & Co.....	2 25
39513		3-27-14	Hammacher, Schlemmer & Co.....	3 70
39514		3-27-14	J. K. Krieg Co.....	1 60
39784		3-28-14	New York Telephone Co.....	14 13
			Bellevue and Allied Hospitals.	
36846	3-11-14	3-23-14	Dr. Mark L. Fleming.....	$81 00
37561		3-25-14	G. Cramer Dry Plate Co.....	172 93
37603	2-13-14	3-25-14	James A. Miller.....	30 00
38236	4-21-13. 10-11-13	3-26-14	Atwood & Morrill	37 75
38251	1- 9-14	3-26-14	H. W. Johns-Manville Co.....	61 20
38273	2-16-14	3-26-14	Standard Oil Co. of New York.....	56 25
38274	2-20-14	3-26-14	Geo. W. Millar & Co.....	74 50
38279	2-18-14	3-27-14	Agent and Warden Auburn Prison....	206 25
38282	2- 6-14. 2-18-14	3-26-14	John Wanamaker, New York.....	130 28
38283	2- 9-14. 3- 3-14	3-26-14	Wm. Langbein & Bros.....	106 75
38289	12-12-13	3-26-14	Agent and Warden Auburn Prison....	42 75
38293	11-28-13	3-26-14	Wm. A. Sander	28 00
38308	1-30-14	3-26-14	Yawman & Erbe Mfg. Co.....	1 95
38310	2-17-14	3-26-14	Defender Photo Supply Co.....	168 43
38319	2-21-14	3-26-14	Farbwerke-Hoechst Co.	60 16
38324	2-13-14	3-26-14	The H. B. Claflin Co.....	110 67
38325	2-25-14	3-26-14	The Bird-Archer Co.....	27 09
38777	1-21-14	3-26-14	Elevator Repair & Supply Corporation.	29 25
38813	12-16-13	3-26-14	George Tiemann & Co.....	20 00
40366		3-31-14	C. J. Brink	180 00
			Municipal Civil Service Commission.	
39820			P. P. Pullis	$3 00
39822	2-28-14	3-30-14	Foster-Scott Ice Co.....	2 25
39823	3- 1-14	3-30-14	Economy Clean Towel Supply Co.....	2 53
39824	2-18-14	3-30-14	The Photoprint Co.....	50
39825	2-27-14	3-30-14	Edwin Levick	24 00
39826	2-25-14	3-30-14	Walter L. Isaacs	1 80
39827	2-27-14	3-30-14	The Gloeckner & Newby Co.....	10 00
39843	2-28-14	3-30-14	The American District Telegraph Co..	7 85
39846		3-30-14	Ernest F. Robinson	2 85
			County Clerk, Richmond County.	
39599		3-28-14	Staten Island Leader	$10 00
			County Clerk, New York County.	
39907	2-20-14	3-30-14	Century Rubber Stamp Works	$1 50
			County Clerk, Bronx County.	
38764	3-25-14	3-26-14	C. Rieger's Sons	$37 50
			Surrogates' Court, New York County.	
37981	3-19-14	3-25-14	The Banks Law Publishing Co.	$57 25
			Court of General Sessions.	
39840	2-28-14	3-30-14	Berkshire Springs Co.	$16 80
			Court of Special Sessions.	
40243		3-30-14	New York Telephone Co.	$135 77
40244	3-18-14	3-30-14	George A. Campbell	2 00
40245			Mrs. M. J. Rorke	7 58
40246	1-13-14. 3- 3-14	3-30-14	Underwood Typewriter Co., Inc.....	5 25
			Municipal Court, City of New York.	
39756		3-28-14	New York Telephone Co.	$16 19
39757		3-28-14	New York Telephone Co.	73 06
			Supreme Court, First Department.	
40238		3-30-14	Samuel Meratchnik	$10 00
40239			Ignatz Bornstein	10 00
			Department of Correction.	
39642			Wm. P. Youngs & Bros.	$53 28
39697	2-10-14	3-28-14	Macbeth Evans Glass Co.	22 20
39698	2-11-14	3-30-14	James A. Miller	9 60
39699	1-20-14. 2-20-14	3-28-14	The J. L. Mott Iron Works	54 10
39700	3- 5-14	3-28-14	D. B. Pershall & Son	3 64
39722		3-28-14	M. Magee & Son	50 00
39724			The Frank Richard & Gardner Co.	2 45
39773		3-28-14	Robert W. McCully	21 70
39883	2-24-14	3-30-14	American Type Founders Co.	4 00
39884	2- 7-14	3-30-14	G. Haussler & Bro.	40 00
39903		3-30-14	Katharine Bement Davis, Commissioner	193 50
40357			Chas. S. Pray	2,307 81
			District Attorney, New York County.	
40389		3-31-14	Francis Martin, District Attorney.....	$1,000 00
40594		3-31-14	Gillett & Co.	250 00
40595		3-31-14	A. R. Lewis	125 00
40596		3-31-14	Frank F. George	15 00
40597			The Schindler National Detective Agency, Inc.	37 45
40598		3-31-14	Thomas J. Maxwell	222 00
40608		3-31-14	John J. Buckley, Auditor	520 70
			District Attorney, Kings County.	
38346			Title Guarantee and Trust Co.....	$26 50

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
			District Attorney, Bronx County.	
40162		3-30-14	J. E. Torrans	$11 30
40170	3- 7-14. 3-20-14	3-30-14	J. Schapiro	3 90
40176	3-21-14	3-30-14	Adams Flanigan Co.	14 35
			District Attorney, Queens County.	
39853		3-30-14	New York Telephone Co.	$73 63
39855		3-30-14	Edward R. Carroll	50
			Department of Docks and Ferries.	
36754	3-10-14	3-23-14	The East River Mill & Lumber Co.	769 50
36760	3-16-14	3-23-14	Standard Lumber Co.	19,855 27
			Board of Elections.	
37696	3-20-14	3-25-14	Reiners & Gabay	$450 62
			Board of Education.	
37302	1- 2-14	3-27-14	A. B. Dick Co.	$45 00
38695		3-26-14	New York Construction Co	383 00
			Board of Estimate and Apportionment.	
38124		3-25-14	James E. Mitchel & Son	$11 00
38126	3-19-14	3-25-14	Library Bureau	59 20
38131	3-16-14	3-25-14	Joseph J. Schultz & Co.	2 00
38134		3-25-14	The B. F. Goodrich Co.	54 05
			Department of Finance.	
39596		3-28-14	North Side News	$387 00
39809			Samuel Stollmack and Gabriel Susnitzky	120 00
39810			Andrew Schirrmeister	75 00
39811			Raymond Guarini and Domenico Candela	133 50
39812			John Leslie	109 50
39813			Israel Unterberg, Executor and Trustee of the Estate of Abram Unterberg, Deceased	147 00
39814			The Bee Holding Co	40 00
39815			A. F. Degutz	88 50
39816			Mrs. Celia Paschkes	105 00
39817			Saul Katz	96 00
39818			Model Fireproof Tenement Co	90 00
39819			George F. Roesch	300 00
40130		3-30-14	August Haenssler	4 36
40131		3-30-14	The New York Central and Hudson River Railroad Co	67 87
40132		3-30-14	Alfred K. Hills	190 05
40133		3-30-14	John Hohlweck	29 44
40134		3-30-14	Hartmann Bros. Mfg. Co	13 59
40135		3-30-14	Louise Behrer, Minnie Schultheis and Clara Sommer	74 84
40136			Collector of Assessments and Arrears.	73 20
10137		3-30-14	Frederick Hechter	300 00
40138		3-30-14	Arcangelo Dalesio	49 82
40139		3-30-14	Collector of Assessments and Arrears.	9 60
40140		3-30-14	Solomon Schulman	3 30
40141			Birns Express, Inc	398 20
40143			The R. G. Packard Co., or Kellogg & Rose, Attorneys	2,470 86
40146			William W. Wingate	250 00
40149		3-30-14	Emil Beckel	12 00
40150		3-30-14	Gaetano Tartora	128 16
40151			Giovanni Lordi	63 35
40152		3-30-14	Edward H. Landon	962 46
40153		3-30-14	Ella Sachs	131 22
40620			William A. Prendergast, as Comptroller, and Henry Bruere, as Chamberlain	240 00
40621			William A. Prendergast, as Comptroller, and Henry Bruere, as Chamberlain	427 50
40622			The Commissioners of the Sinking Fund for Account of the Sinking Fund of The City of New York	200,000 00
40623			The Commissioners of the Sinking Fund for Account of the Sinking Fund of The City of New York	2,991 78
			Fire Department.	
39570	3- 5-14. 3-17-14	3-28-14	Janneson & Bond Co	$142 00
39572	3-13-14	3-28-14	C. H. Reynolds & Sons	150 00
39573	3-14-14	3-28-14	T. R. Thorn & Co	68 50
39574	3-18-14	3-30-14	Rudolph Reimer, Jr	37 50
39575			Bacon Coal Co	104 55
39576	3-10-14	3-28-14	William Brennan	348 30
39577	3- 7-14	3-28-14	Keuffel & Esser Co	2 32
39578	2-23-14	3-28-14	Crown Stamp Works	2 00
39579	3-12-14	3-28-14	Barnett & Brown	771 38
39580	2-28-14	3-28-14	Queens Borough Garage	10 60
39581	3- 6-14	3-28-14	The Vacuum Oil Co	22 85
39582	2-28-14	3-28-14	Ashton, Laird & Co	3 00
37584	2-11-14	3-25-14	Quaker City Rubber Co	195 00
			Department of Health.	
37223		3-24-14	Henneberger & Herold	$931 61
37253	8-20-13	3-24-14	John Wanamaker, New York	61 00
37254	1-13-14	3-24-14	John L. Whiting, J. J. Adams Co	27 52
37255	2-26-14	3-24-14	Syndicate Trading Co	96 67
37262	1-13-14	3-24-14	Henry Allen	197 89
37779	1-31-14	3-25-14	Frank A. Hall & Sons	187 50
37785	2-13-14	3-25-14	Thomas C. Dunham	41 31
37786	2-19-14	3-25-14	A. F. Brombacher & Co.	34 10
37827	2-21-14	3-25-14	John F. Schmadeke	94 02
37831	1-26-14. 1-31-14	3-25-14	Meeker & Co.	925 40
37841	2-24-14	3-25-14	The C. G. Braxmar Co.	25 00
37848	2-17-14	3-25-14	A. P. W. Paper Co.	34 50
37945	2-18-14	3-25-14	George Pool & Son, Inc.	45 10
39129	2- 7-13. 2-13-13	3-27-14	Schieffelin & Co.	2 63
39130	2-28-14	3-27-14	Watson's Club Garage	57 79
39131	2-28-14	3-27-14	Louis Blum, agent	9 02
39132	1-31-14	3-27-14	Municipal Garage	71 96
39133	2-16-14	3-27-14	Clover Farms, Inc.	12 40
39134			William Gleichmann & Co.	4 00
39140	2-28-14	3-27-14	New York Bottling Co.	7 75
39141	3- 5-14	3-27-14	Union Paper Co.	32 91
39142	7-27-13	2- 6-14	E. J. Willis Co.	7 03
39143	2- 3-14	3-27-14	Tower Mfg. and Novelty Co.	1 40
39144	2-26-14	3-27-14	Bausch & Lomb Optical Co.	9 50
39145	1-14-14	3-27-14	Annin & Co.	3 50
39151	3- 2-14	3-27-14	J. H. C. Johansmeyer	4 00
39152	2-25-14	3-27-14	D. Van Nostrand Co.	7 05
39240			Shults Bread Co.	5 18
39248	2-28-14	3-27-14	Borden's Condensed Milk Co.	131 00
39250	2-16-14. 2-28-14	3-27-14	Henneberger & Herold	396 37
39252	2-28-14	3-27-14	Shults Bread Co.	432 43
39254	2-16-14. 2-28-14	3-27-14	William Gleichmann & Co.	41 28
39255	1-30-14. 2-23-14	3-27-14	Thomas M. Blake	1,318 40
			Commissioner of Jurors, Queens County.	
39597	3-26-14	3-27-14	Michael J. Mullen	$0 70
39598			Thorndyke C. McKennee, Commissioner of Jurors	1 00

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
			Law Department.	
36680			New York Telephone Co.	$49 47
40332			Thomas P. Graham	575 00
40339	3-20-14	3-30-14	Title Guarantee and Trust Co.	2 00
40341	3-20-14	3-30-14	Title Guarantee and Trust Co.	4 00
			The Mayoralty.	
38188	3- 9-14	3-25-14	N. Stafford Co.	$92 50
38469		3-26-14	Harry S. Houpt, Inc.	169 73
			Permanent Census Board.	
38095	3- 9-14	3-25-14	Crowell Publishing Co.	$70 00
40740	3-26-14	3-31-14	Crowell Publishing Co.	65 00
			Police Department.	
39916	1- 2-14	3-30-14	John J. Hubman	$6 15
39917	12- 4-13	3-30-14	Joseph J. Huebshman	2 75
39918			Thomas S. Hughes	9 00
39920	1- 5-14	3-30-14	Alexander Innes	3 00
40021		3-30-14	Michael Smith	2 70
39921	12- 3-13	3-30-14	Max Isaacson	6 40
39922			Max Isaacson	7 50
39923	12-22-13	3-30-14	Arthur C. Johnson	5 10
39924	1- 2-14	3-30-14	Abraham S. Kasinsky	12 20
39925			Edward F. Kelly	12 00
39926	12-30-13	1- 2-14	Edward F. Kelly	12 00
39927	1- 2-14	3-30-14	Thomas F. Kelly	9 00
39928	12-31-13	3-30-14	Charles F. Kemp	70
39929	1- 5-14	3-30-14	Byron J. Kilbride	9 85
39930	12-21-13	3-30-14	Gottlieb Kurtz	6 30
39931	1- 2-14	3-30-14	Harry Kutner	9 80
39932	12-31-13	3-30-14	Michael Lawler	2 60
39933		3-30-14	Frank C. Lemmon	9 60
39934	1- 2-14	3-30-14	Frank C. Lemmon	8 70
39935	1- 5-14	3-30-14	Joseph F. Leonard	9 85
39936		3-30-14	James F. Lorigan	4 90
39937		3-30-14	Thomas B. Lynsky	8 25
39938		3-30-14	Thomas E. Lyons	1 70
39939		3-30-14	George T. Magee	5 20
39941		3-13-14	Harry J. Mead	2 78
39942		3-30-14	George J. Merz	12 30
39943		3-30-14	Ralph Micelli	3 26
39944		3-30-14	James J. Moloney	9 20
39945		3-30-14	John J. Mooney	5 65
39946		3-30-14	William J. Montgomery	3 45
39947		3-30-14	Martin J. Mulderrig	9 70
39948		3-30-14	Martin J. Mulderrig	9 80
39949		3-30-14	H. C. Muller	1 55
39950		3-30-14	Joseph L. McGinniss	5 70
39951		3-30-14	James McGuinness	2 35
39952		3-30-14	John B. Noreyko	70
39953		3-30-14	Frank J. Oberle	9 70
39954			John F. O'Meara	26 82
39955		3-30-14	Arthur P. O'Neill	7 60
39956		3-30-14	Arthur P. O'Neill	11 00
39957		3-30-14	John Ottati	7 85
39959	3- 1-14	3-30-14	Harry E. Booth	240 00
39960	3- 1-14	3-30-14	Thomas Crimmins Contracting Co.	60 00
39961	3- 1-14	3-30-14	Excelsior Stables	60 00
39962	3- 1-14	3-30-14	William Farrier	102 84
39963	2-28-14	3-30-14	John Farrington	400 00
39964	3- 1-14	3-30-14	Philip C. Finn	225 00
39965	2-28-14	3-30-14	William H. Finnegan	90 00
39966			W. M. Fleischman	870 00
39967	3- 1-14	3-30-14	William Fox	385 00
39968	2-28-14	3-30-14	Morris Friedlander	175 00
39969			L. Goodheim	120 00
39986	3- 2-14	3-30-14	Thomas F. Sweeney	240 00
39971	2-28-14	3-30-14	Benjamin G. Hitchings, Inc.	200 00
39972	3- 1-14	3-30-14	Furman T. Howard	400 00
39973			George R. Jones	521 65
39974			Madison Square Stable	300 00
39975			Lena McCardell	388 39
39976	3- 2-14	3-30-14	John J. McKinney	375 00
39977	2-28-14	3-30-14	McNally Bros.	210 00
39978			Rocco Motto and Dominick Tuccillo.	90 00
39979	3- 1-14	3-30-14	Frederick Neuman	325 00
39980	2-27-14	3-30-14	M. E. Nixon	120 00
39981	3- 1-14	3-30-14	Thomas J. O'Hanlon, Jr.	375 00
39982	3- 1-14	3-30-14	William Pick	90 00
39983	3- 1-14	3-30-14	Benn Rigel	150 00
39984	2-28-14	3-30-14	John Ronteltap	186 60
39985	2-28-14	3-30-14	David P. Rumph	175 00
39987	3- 1-14	3-30-14	Edward Wisely & Son	250 00
39988	3- 1-14	3-30-14	Hubbard R. Yetman	30 00
39990		3-30-14	Hull, Grippen & Co	7 50
39993		3-30-14	Chas. E. Miller	7 80
40002		3-30-14	George A. Patton	22 50
40003		3-30-14	Adele D. Priess	6 55
40004		3-30-14	Henry L. Quick	6 72
40005			Henry Quick	1 82
40006		3-30-14	John F. Redmond	7 35
40007		3-30-14	Harry A. Reuling	9 30
40008		3-30-14	William A. Rice	8 40
40009		3-30-14	William A. Rice	13 35
40010		3-30-14	David M. Ring	11 10
40011		3-30-14	James A. Rogers	4 65
40012		3-30-14	Charles F. Rorke	2 35
40013		3-30-14	Lieut. Jacob B. Ross	7 30
40014		3-30-14	George W. Roth	4 45
40015		3-30-14	Patrick F. Ryan	6 10
40016		3-30-14	Patrick F. Ryan	7 45
40017		3-30-14	Joseph F. Ryan, Lieutenant	3 80
40018		3-30-14	John Schaudel	1 60
40019		3-30-14	Joseph Shaffer	5 15
40022		3-30-14	Francis A. Stainkamp	5 25
40023		3-30-14	James J. Stokes	4 16
40024			Walter F. J. Sullivan	4 50
40025		3-30-14	Frederick Thomas	3 35
40026		3-30-14	Frederick Thomas	2 75
40027		3-30-14	James S. Thorpe	8 30
40028		3-30-14	Michael F. Travers	7 40
40029		3-30-14	Peter L. Trumpfeller	3 40
40030		3-30-14	Elias J. Ullrich	4 85
40031		3-30-14	Paul F. Veith	85
40032		3-30-14	Charles A. Wagner	7 00
40033		3-30-14	Joseph Warshow	9 70
40034		3-20-14	Joseph Warshow	8 80
40035		3-30-14	Louis Waxman	8 40
40036		3-30-14	George M. Weiss	7 85
40037		3-30-14	John J. White	8 45
40038		3-30-14	William Whitty	7 35
40039		3-30-14	Alfred T. Wing	12 05
39940		3-30-14	Earl J. Mayo	4 40
40040		3-30-14	Alfred T. Wing	9 30

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
40041		3-30-14	William Woodfin	1 80
40042		3-30-14	Frank H. Wright	8 70
40043		3-30-14	Frank H. Wright	9 60
	Department of Parks, Boroughs of Manhattan and Richmond.			
37002	5- 9-13	3-24-14	The Long Island Hardware Co	$21 00
39738	3- 5-14	3-28-14	Schieffelin & Co	36 80
39739	2- 7-14	3-28-14	F. Brazeau	13 00
39740	3- 4-14	3-28-14	Louis Ruhe	18 00
39743	2-12-14	3-28-14	Pure Oil Co	121 82
39746	1-20-14	3-28-14	Peters & Heins	5 00
39747	2-16-14	3-28-14	Department of Correction	2 75
39786		3-28-14	P. F. Kenny Co	3,051 00
	President of the Borough of Manhattan.			
36489	3- 7-14	3-23-14	Kalt Lumber Co	$41 00
39003	11- 1-13.12- 1-13	3-27-14	United Electric Service Co	17 85
39004	3-14-14	3-27-14	A. B. Dick Co	30 25
39010	3- 9-14	3-27-14	Santo Electric Appliance Co., Inc	10 25
39011	1-14-14. 2-21-14	3-27-14	Art Metal Construction Co	164 00
39015			Shaw-Walker Co. of New York	2 00
39027	2-28-14	3-27-14	L. Wertheim Coal and Coke Co	4,065 41
40200	3- 7-14	3-30-14	Pure Oil Co	4 75
40203	2-19-14	3-30-14	Agent and Warden of Clinton Prison.	17 10
40210		3-30-14	David Shuldiner, Inc	7 60
40222		3-30-14	Kieley & Mueller	18 00
40225	3- 7-14. 3- 9-14	3-30-14	Godfrey Keeler Co	18 50
	President of the Borough of Brooklyn.			
37544			The Barber Asphalt Paving Co	$2,990 00
38107	3-12-14	3-25-14	Neptune B. Smyth, Inc	185 00
38121			The Barber Asphalt Paving Co	91 25
39783		3-28-14	Joseph J. McKenna	2,380 00
	President of the Borough of Queens.			
37369		3-24-14	Clifford B. Moore, Engineer in Charge.	$282 83
39788		3-28-14	James A. Dayton, Commissioner	10 00
39789		3-28-14	Henry A. Christe, Chief Clerk	14 10
39790			Harold Tait, Acting Chief Engineer	98 14
39791		2-28-14	Fred B. George, Acting Superintendent	40 62
39792			Francis X. Duer, Superintendent of P. B. & O	15 70
	President of the Borough of Richmond.			
37498		3-24-14	Dr. H. W. Bath	$27 00
38167	1-31-14	3-25-14	Charlton Taylor	38 40
38178	2-28-14	3-25-14	Jas. Thompson & Sons	33 29
39441	1-29-14	3-27-14	McLeod & Henry Co	60 00
39450	3- 1-14	3-27-14	Killian's Garage	60 00
39454	2-27-14	3-27-14	The Monon Supply Co., Inc	80 40
39455	2-27-14	3-27-14	The Draper Mfg. Co	3 50
39456	3- 2-14	3-27-14	K. Feist & Sons	2 50
39457	3- 1-14	3-27-14	W. H. Johnson	60 00
	Department of Public Charities.			
35837	2-16-14	3-19-14	Salamander Grate Bar Co	$92 00
37353		3-24-14	I. A. Silvie, Jr	11 20
37337	1- 5-14	3-24-14	W. B. McVicker Co	27 50
37405	3- 6-14	3-24-14	James E. Terry	625 00
37489		3-24-14	Brady Bros.	36 00
37491		3-24-14	Peter Henderson & Co., Inc	5 25
38636		3-26-14	Edward S. McSweeny	17 55
39167	10- 1-13.10- 6-13	3-27-14	Einson	17 00
39168			Foster-Scott Ice Co	8 55
39169	9-19-13	3-27-14	The Tablet and Ticket Co	1 78
39171	10- 6-13.11- 6-13	3-27-14	Hull, Grippen & Co	55 12
39172	2-28-14	3-30-14	Kieley & Mueller	120 00
39173	11-13-13	3-27-14	The American Laundry Machinery Co.	2 20
39175	12-13-13	3-27-14	Jones Packing Co	6 30
39181	2-28-14	3-27-14	R. F. Stevens Co	33 60
39182	2-28-14	3-27-14	Sulzberger & Sons Co	132 79
39183	1-31-14	3-30-14	Matthew, Wilson & Co	91 00
39184	2-23-14	3-27-14	Lowe Motor Supplies Co	23 25
39186	1-14-14	3-27-14	E. W. Bullinger	7 00
39188	2-28-14	3-27-14	Great Bear Spring Co	7 80
39189			Wm. F. Herterich	65
39191			James T. Dougherty	9 90
39192	2-26-14	3-27-14	The Kny-Scheerer Co.	11 73
39193	2-14-14. 2-23-14	3-27-14	Johnson & Johnson	10 00
39194	2-28-14	3-27-14	G. C. McKesson	1 93
39195	2-25-14	3-27-14	Lehn & Fink	19 13
39196	3- 2-14	3-27-14	The Liquid Carbonic Co	2 50
39197	2-19-14	3-27-14	The A. E. Lovett Co	4 20
39198	2-10-14	3-27-14	The New York Post Graduate Hospital	45 00
39199	2-10-14. 2-20-14	3-27-14	The Miller Rubber Co	33 75
39207	2-28-14	3-27-14	John P. Kane Co	23 60
39208	2- 9-14. 2-18-14	3-27-14	Thomas C. Dunham, Inc	102 06
39210	1-19-14	3-27-14	Sulzberger & Sons Co	15 78
39211	2-28-14	3-27-14	Strauss Bros.	11 40
39212	2-24-14	3-27-14	Acker, Merrall & Condit Co	6 50
39213	2-17-14. 2-19-14	3-27-14	John Bellmann	27 67
39214			The Empire State Dairy Co	4 37
39215	2- 4-14	3-27-14	Burton & Davis Co	14 00
39216	1-31-14	3-27-14	T. J. Taylor Milk Co	933 40
39217	2-24-14	3-28-14	John Bellmann	23 69
39219	1-31-14	3-27-14	Rebecka Melicow	29 40
39221	2-25-14	3-27-14	Wm. F. Herterich	3 90
39224	2-19-14. 3- 6-14	3-27-14	Wm. F. Herterich	15 75
39225	2-25-14	3-27-14	Ahern & Randel	5 60
39226	2-28-14	3-27-14	Knickerbocker Ice Co	1 40
39228	2-21-14	3-27-14	W. E. Dennis	5 00
39234	1-17-14	3-27-14	Standard Oil Co. of New York	25 92
39235	2- 3-14	3-27-14	Vacuum Oil Co.	8 16
39237	2- 4-14	3-27-14	Emery Manufacturing Co	26 00
39238	2-17-14	3-27-14	The Bird-Archer Co.	21 50
39239	2-10-14	3-27-14	Bramhall, Deane Co	10 00
39275	2-28-14	3-27-14	Agent and Warden Auburn Prison	27 00
39277	2- 6-14	3-27-14	Yawman & Erbe Mfg. Co	6 75
39278	3- 6-14	3-27-14	Abraham & Straus	33 37
39279		3-27-14	Hull, Grippen & Co	2 40
39280	3- 6-14	3-27-14	The Kny-Scheerer Co.	7 30
39282	3- 2-14	3-27-14	The Conley Foil Co	1 50
39284	2-14-14. 3- 6-14	3-27-14	James T. Dougherty	21 15
39288	1 23-14. 2-10-14	3-27-14	E. Leitz	114 75
39289	2-10-14. 2-24-14	3-27-14	Wm. Langbein & Bros	104 56
39290	3- 9-14	3-27-14	J. E. Kennedy & Co.	10 25
39293	3- 9-14	3-27-14	F. Alfred Reichardt & Co.	16 00
39301	12- 3-13	3-27-14	Armour & Co.	57 09
39307		3-27-14	Samuel E. Hunter	84 58
39309	2-28-14	3-27-14	The Fleischmann Co.	192 00
39310	3- 9-14	3-27-14	Armour & Co.	3,031 63
39317	2-28-14	3-27-14	Samuel E. Hunter	150 08
39318	2-28-14	3-27-14	Samuel E. Hunter	268 97
39319	3- 2-14	3-27-14	The Fleischmann Co.	11 80
39321	3- 1-14. 3- 9-14	3-27-14	Armour & Co.	6,521 52
39332	2-21-14	3-27-14	The De Felice Studio	50
39333	2-26-14	3-27-14	Cornell & Underhill	2 62
39335	12-20-13	3-27-14	John Bellmann	265 47
39337	2-21-13. 5-10-13	3-27-14	Cavanagh Bros. & Co.	25 05
39338	2- 1-14	3-27-14	Wm. Horn	14 14
39340	2-26-14. 3- 4-14	3-27-14	Wm. Schmidt	8 10
39341	2-26-14	3-27-14	James J. McAllister	42 78
39344		3-27-14	Fritzsche Bros.	13 70
39345		3-27-14	George Murphy, Inc.	4 05
39347		3-27-14	The Norwich Pharmacal Co.	40 59
39348		3-27-14	The Roessler & Hasslacher Chemical Co.	16 94
39350			Schering & Glatz	22 40
39352			C. D. Smith's Homœopathic Pharmacal Co.	20 53
39354	2-19-14	3-27-14	The S. S. White Dental Manufacturing Co.	40 66
39355		3-27-14	The Harral Soap Co.	24 50
39358		3-27-14	E. Kessling	7 68
39360		3-27-14	E. Leitz	11 50
39362	2-25-14	3-27-14	Stanley Supply Co.	19 60
39363	2-27-14	3-27-14	The Vant Woud Rubber Co.	8 00
39364		3-27-14	Baer Bros.	6 00
39365	2-10-14	3-27-14	Parker, Stearns & Co.	1 63
39366	2-13-14	3-27-14	George Tiemann & Co.	24 39
39367		3-27-14	Standard Oxygen Co.	3 00
39368		3-27-14	Lake H. Sprinkle, Inc.	5 00
39369	2- 5-14	3-27-14	Waite & Bartlett Manufacturing Co	3 80
39372		3-27-14	Department of Correction	430 00
39377	2- 6-14	3-27-14	Department of Correction	2 55
39378			The Fairbanks Co.	20 00
39380	2-17-14	3-27-14	Agent and Warden of Sing Sing Prison	13 00
39381	2- 9-14	3-27-14	The Lunkenheimer Co.	3 90
39382	12-23-13	3-27-14	Henry R. Worthington	13 15
39384	2-21-14	3-27-14	Fallon Equipment Co.	11 32
39385		3-27-14	Emil Lazansky	12 00
39388		3-27-14	F. S. Watt Electrical Supplies	45 20
39390	1-28-14. 2-20-14	3-27-14	Hull, Grippen & Co.	15 22
39391		3-27-14	Hull, Grippen & Co.	5 30
39393	1-27-14	3-27-14	Underwood Typewriter Co., Inc	75
39394		3-27-14	Wm. F. Walker	18 30
39397	2-16-14	3-27-14	The Frederick Page Contracting Co., Inc.	7 88
			Register, New York County.	
38522	2- 5-14	3-26-14	L. C. Smith & Bros. Typewriter Co	$45 05
38528		3-26-14	Theo. Moss & Co	6 31
			Sheriff, Queens County.	
39607		3-28-14	New York Telephone Co	$35 89
			Staten Island Association of Arts and Sciences.	
38864	3-10-14	3-27-14	Herbert Crabtree	$67 50
			Sheriff, Kings County.	
39904			Henry Hamm	$7 25
39905		3-30-14	Arthur R. Seward	6 80
			Board of Water Supply.	
39795		3-28-14	Louis C. White	$250 00
39796		3-28-14	Henry W. Wheeler	500 00
39797		3-28-14	Frank T. Fitzgerald	200 00
39798		3-28-14	Edward F. Joyce, Jr	250 00
39799		3-28-14	Frederick S. Benedict	125 00
39800		3-28-14	Edward J. Cullen	71 80
39801			D. G. Atkins	28 00
39802		3-28-14	A. E. Dederick	25 23
39803		3-28-14	J. L. McGrath	33 82
39804			C. W. Winnie	21 23
39805		3-28-14	William H. Grogan	250 00
39806			State Law Reporters, Inc	235 13
39807			David C. Robinson	2,473 32
39808		3-28-14	James J. Frawley	1,682 75
39886	12- 1-13	3-30-14	E. D. Brower	8 98
39887			M. B. Brown Ptg. and Bdg. Co	15 00
39888		3-30-14	Charles M. Clark, Division Engineer.	43 75
39889		3-30-14	William W. Peabody, Division Engineer	13 12
40251	2-25-14	3-30-14	J. F. Cogan Co	7,560 00
			Department of Water Supply, Gas and Electricity.	
36974	1-31-14	3-24-14	Staten Island Shipbuilding Co	395 41
37648	2- 5-14	3-25-14	Voorhees Rubber Mfg. Co	135 00
37650			Voorhees Rubber Mfg. Co	203 50
37660	3-14-14	3-25-14	Carl H. Page & Co	39 50
37676	3- 9-14	3-26-14	Walton Contracting Co	193 49
37683	3-11-14	3-25-14	Jones Packing Co	122 57
37686	3-10-14	3-25-14	Keuffel & Esser Co	216 00
37688	3- 5-14	3-25-14	E. George & Co	29 00
38158		3-25-14	Hickey Contracting Co	7,538 30
38939		3-27-14	William F. Laase, Assistant Engineer.	59 25
40610		3-31-14	Edmond Beardsley, Chief Clerk and Auditor	17 14

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE THURSDAY, APRIL 2, 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.
		Department of Bridges.	
41449		McKim, Mead & White	$5,937 30
		Department of Correction.	
41461	3-27-14	J. J. Fitzhenry	60 00
		Board of City Record.	
41446	3- 6-14	Henry Bainbridge & Co	38 03
41447	3- 6-14	Henry Bainbridge & Co	56 78
41448	3-18-14	Henry Bainbridge & Co	58 68
41450	3- 6-14	Henry Bainbridge & Co	62 09
41451	3-11-14	The Brooklyn Daily Eagle	932 23
41452	3-11-14	The Brooklyn Daily Eagle	274 00
41453	3-11-14	The Brooklyn Daily Eagle	364 66
41454	3-11-14	The Brooklyn Daily Eagle	110 34
41455	3-11-14	The Brooklyn Daily Eagle	64 35
41456	3-11-14	The Brooklyn Daily Eagle	21 60
41457	3-20-14	Jas. S. Barron & Co	24 65
41458	3-12-14	Jas. S. Barron & Co	26 60
41459	3-20-14	Jas. S. Barron & Co	44 70
41460	3-14-14	Henry Bainbridge & Co	4 71

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
		County Clerk, New York County.	
41502	4- 1-14	Nickel Towel Supply	9 00
41503		Knickerbocker Ice Co	7 80
		County Court, Bronx County.	
41356		S. W. Phillips	9 00
41357		H. B. Harris	10 06
		Court of Special Sessions.	
41651		Edward R. Carroll	22 20
41652		Knickerbocker Ice Co	19 60
		Department of Education.	
41393	9-11-14	Atlantic Heating & Engineering Co.	23 10
41394	2- 2-14	A. Doncourt	8 00
41395	1- 3-14	Geo. H. Hunter	50 00
41396	2-10-14	H. J. Langworthy	16 00
41397	1-30-14	Favor, Ruhl & Co	186 50
41398	12-11-13	Agent & Warden, Ossining.	47 25
41399	2- 1-14	Singer Sewing Machine Co.	331 20
41400	12-11-13	Agent & Warden, Ossining.	47 25
41401	1-28-14	John Gannon	36 00
41402	1-30-14	Frank Liebitz	10 80
41403	1-17-14	Samuel Gallucci	16 70
41404	1-17-14	Geo. Gross & Sons	10 65
41405	2- 2-14	J. Wood	14 80
41406	1-14-14	Wm. Ward	8 50
41407	1-26-14	Monahan Bros.	112 50
41408	1-21-14	Lawlor Regulator Co	15 30
41409	1-28-14	Queensboro Scavenger Co	112 50
41410	1-26-14	Geo. Roach	41 85
41411	1-15-14	Alex. R. Boyce	127 13
41412	1-29-14	Thos. A. Corwin	23 00
41413	1-20-14	Backus Water Motor Co	6 10
41414	1-20-14	Paul C. Taylor	9 25
41415	1-13-14	Staten Island Shipbuilding Co.	11 90
41416	2- 2-14	G. Falger	15 25
41417	1-20-14	S. F. Carlin	8 23
41418	1-19-14	T. E. O'Halloran	21 03
41419	1-30-14	New York & Richmond Gas Co.	22 00
41420	1-12-14	Staten Island Shipbuilding Co.	10 11
41421	2- 6-14	Paul C. Taylor	24 60
41467	1-28-14	Flanagan, Fay & Co	40 50
41468	1-19-14	Benjes & Stiefel	20 20
41469	1-24-14	Jos. Spengler	20 50
41470	1-28-14	Robertson & Conry	81 75
41471	1- 8-14	Albert Smith & Son	6 00
41472	1-16-14	Wm. Schuetz	20 00
41473	1-26-14	H. Saal	9 90
41474	1-26-14	H. Saal	29 73
41475	1-17-14	H. Sacks	37 12
41476	1-29-14	Robertson & Conry	29 94
41477	1-21-14	J. Fitzgerald	9 30
41478	1-16-14	Reids Express	9 00
41479	1-19-14	E. J. Stanley	6 50
41480	1-14-14	Edward A. Davey	36 15
41481	1-20-14	Paul C. Taylor	5 53
41482	1-19-14	Hammacher, Schlemmer & Co.	1 25
41483	1-19-14	H. Hanig	22 90
41484	1- 9-14	F. J. Kloes	27 37
41485	1-22-14	I. Rader	1 60
41486	1- 6-14	Emil F. Bertram	9 40
41487	2- 9-14	H. Gordon	13 60
41488	1-28-14	Wm. H. Strang	18 00
41489	12- 4-13	Z. Z. Hermannsen	12 18
41490	1-28-14	Wm. H. Strang	20 00
41491	2- 3-14	Stephen Zacharkow	18 42
41492	1-27-14	Z. Z. Hermannsen	34 42
41493	9-27-13	The Fairbanks Co	15 00
41494	1-24-14	Flanagan, Fay Co	14 43
41495	1-23-14	Barshop Bros	9 51
41496	1-28-14	B. F. Donohoe	9 75
41497	12-31-13	The Hall Organ Co	75 00
41498	1-27-14	United Plumbing & Cont. Co.	18 20
41499	1- 7-14	The H. B. Smith Co	75 75
41500	1- 5-14	Sundh Electric Co	5 00
41501	2- 3-14	Edward Stapleton	13 70
4'527	1- 7-14	E. G. Soltmann	21 00
41528	1-24-14	J. H. Boozer	1 08
41529	1-21-14	James F. Carey	50 00
41530	1-15-14	E. G. Soltmann	1 50
41531	1-20-14	James J. Fay	24 55
41532	1- 2-14	Moreland & Gibson	25 00
41533	12-31-13	John Neals' Son	99 33
41534	12- 6-13	Herman Sacks	7 50
41535	1-20-14	William J. Olvany	49 34
41536	1- 2-14	Philip & Paul	48 03
41537	2- 3-14	D. J. Deady Co	50 81
41538	11-19-13	A. Billingham	25 11
41539	3- 6-14	Karl Heinrich	5 00
41540	1-31-14	Good Mfg. Co., Inc	5 40
41541	2- 6-14	D. J. Deady Co	90 28
41542	1-27-14	Flanagan, Kramer Co	46 40
41543	1-26-14	Karl Heinrich	35 00
41544	3- 6-14	Karl Heinrich	15 00
41545	3- 9-14	Karl Heinrich	5 00
41546	1-15-14	Karl Heinrich	15 00
41547	10-29-13	Lignum Carpenter Works	43 00
41548	2- 3-14	Jacob Bauman	42 00
41549	1- 1-14	T. Frederick Jackson, Inc.	149 00
41550	12-31-13	Welsbach Gas Lamp Co	9 90
41551	12-31-13	Welsbach Gas Lamp Co	15 76
41552	1-31-14	Welsbach Gas Lamp Co	147 28
41553	1-14-14	Alfred Whiteley	54 83
41554	9-12-13	Delaney Bros	45 00
41555	12-31-13	Welsbach Gas Lamp Co	655 70
41556	12-31-13	Welsbach Gas Lamp Co	9 10
41557	1-21-14	Jac. Schneider	95 00
41558	1-21-14	R. Solomon & Son	24 00
41559	2- 6-14	John W. Sands	125 00
41560	1-27-14	Godfrey, Keeler Co	79 00
41561	12-24-13	C. F. Caufield	23 00
41562	11-25-13	A. & W., Auburn Prison	110 00
41563	12-23-13	A. Doncourt	8 00
41564	11- 6-13	Sharlow Bros. Co	13 00
41565	10-23-13	C. F. Caufield	6 43
41566	1-20-14	American Ornamental Iron Works	34 15
41567	16- 6-13	E. J. Flood	52 45
41568	12-31-13	E. J. Collins	17 12
41569	1-15-14	Brower & Co	22 88
41570	1- 1-14	Barshop Bros	18 00
41571	11-16-13	Isaac Branner	49 66
41572	12-15-13	John F. Ferguson	9 00
41573	12- 1-14	B. F. Donohue	6 83
41574	12-17-13	W. B. Taylor	11 10
41575	12-16-13	John A. O'Brien	34 14
41576	12-22-13	Joseph L. Fries	48 26
41577	8-11-13	I. Somers	8 00
41578	12- 2-13	Rider, Ericsson Engine Co	49 97
41579	10-23-13	Charles Williams	171 08
41580	12-11-13	George F. Bason	13 14
41581	12- 8-13	J. D. Johnson Co	63 33
41582	1- 5-14	Mullon Bros	39 21
41583	12- 1-13	Rumsey Pump & Machine Co.	3 22
41584	12-26-13	Joseph Clark	46 39
41585	12- 9-13	American Blower Co	38 97
41586	1- 3-14	Geo. Gross & Son	16 50
41587	11-20-13	Geo. Gross & Son	21 05
41588	12-15-13	Geo. Gartland	29 00
41589	12-20-13	Jas. Yorkston	3 94
41590	1-23-14	Barshop Bros	5 29
41591	1-16-14	United States Title Guaranty Co.	69 25
41592	1-16-14	United States Title Guaranty Co.	49 75
41593	1- 8-14	United States Title Guaranty Co.	52 50
41599	1-22-14	Lawyers' Title Insurance & Trust Co	104 38
41600	2-28-14	Lawyers' Title Insurance & Trust Co	87 50
41601	1-10-14	Title Guarantee & Trust Co.	8 75
41612	12-29-13	Manges Brothers	36 00
41613	1-23-14	Greenhut-Siegel Cooper Co	12 00
41614	1- 3-14	D. S. Guyon	79 65
41615	1- 9-14	Heywood Bros. & Wakefield Co.	435 00
		Department of Finance.	
41358		Frederika B. Harris et al., as sub-trustees of the trust created under L. W. T. of Benjamin Griffin, deceased	$40 00
41359		Hospital for Deformities & Joint Diseases	59 80
41360		The Mount Sinai Hospital of The City of N. Y.	5,080 00
41361		The Mount Sinai Hospital of The City of N. Y.	4,851 55
41362		Brooklyn Hospital	1,726 20
41363		Brooklyn Children's Aid Society	1,080 99
41364		Five Points House of Industry	578 56
41365		Hebrew Infant Asylum of The City of N. Y.	819 54
41366		House of Calvary	143 75
41367		House of Calvary	747 50
41368		Hope Farm	1,667 69
41369		House of St. Giles the Cripple	289 55
41370		House of St. Giles the Cripple	103 56
41371		Hospital for Deformities & Joint Diseases	591 78
41372		Hospital for Deformities & Joint Diseases	86 95
41373		Hospital for Deformities & Joint Diseases	472 67
41374		Jewish Maternity Hospital	1,105 91
41375		Lebanon Hospital Assn	14 55
41376		Low Maternity Branch of Brooklyn Hospital	126 00
41377		Methodist Episcopal Hospital in the City of Brooklyn	1,252 65
41378		N. Y. Polyclinic Medical School & Hospital	526 00
41379		N. Y. Magdalen Home	932 96
41380		Roman Catholic Orphan Asylum Society, St. Joseph's Female Orphan Asylum and St. St. John's Home	8,357 50
41381		Rockaway Beach Hospital & Dispensary	446 60
41382		Roman Catholic House of Good Shepard	2,926 99
41383		St. Mark's Hospital of New York City	90
41384		Society for the Aid of Friendless Women and Children	75 04
41385		Society for the Aid of Friendless Women & Children	374 19
41386		St. Joseph's Hospital, New York City	9,656 20
41387		St. Malachy's Home	8,490 63
41388		The Jewish Protectory & Aid Society	788 40
41389		The Swedish Hospital in Brooklyn	402 00
41390		Sea Breeze Hospital	330 31
41391		Sea Breeze Hospital	264 52
41392		N. Y. Foundling Hospital	25,023 52
41628		Title Guarantee & Trust Co.	8 00
41629		American Bonding Co. of Baltimore	20 00
41630		American Bonding Co. of Baltimore	62 50
41631		Victor S. Dodworth	2 50
41632		Wm. C. Buschner	2 50
41633		Arthur F. Gundersdorff	2 50
41634		Thos. J. Kinsella	7 50
41635		United States Fidelity & Guaranty Co.	38
41636		Albert B. Batchelor	7 50
41637		National Surety Co	12 50
41638		Illinois Surety Co	47
41639		Asphalt Paving & Cont. Co.	1,871 83
41640		H. Passe & Son	50 00
41641		Dennis P. Shay	50 00
41642		John T. Oates	50 00
41643		Geo. Schlitz	50 00
41644		Louis Roth	50 00
41645		Patrick J. Ahern	50 00
41646		American Surety Co of N. Y.	12 50
41647		National Surety Co	12 50
41648		American Bonding Co. of Baltimore	12 50
41649		American Bonding Co. of Baltimore	25 00
41713	3- 5-14	Union Paper Co	9 80
41714		P. W. Vallely	1 25
41715		P. W. Vallely	11 00
41716	3-21-14	Meehan & Co	15 00
41717		J. Harris	42 00
41718		Patterson, Teele & Dennis	252 50
41719		The Brooklyn Union Gas Co.	21 83
41720		Consolidated Gas Co	25 12
41721		Chas. Jacobs	10 00
		Fire Department.	
41355		Robt. Adamson	300 00
41594	3-21-14	Bacon Coal Co	233 05
41595	3-25-14	R. W. Geldart	484 80
41596	3-20-14	Goodyear Rubber Tire Co	677 62
41597	3-18-14	P. F. Kenny Co	8,250 30
41598	3-23-14	Frank J. Helmle	229 17
		Law Department.	
41602	3-25-14	John J. Curtin	34 80
41603	8-20-13	Banks Law Publishing Co	24 00
41604	3- 5-14	American Law Book Co	6 50
41605	3-26-14	A. Rudolph	8 50
41606	3- 1-14	Peerless Towel Supply Co	3 00
41607	2-28-14	Clynta Water Co	2 40
41608	2-27-14	Henry Moss & Co	11 22
41609		Stuard Hirschman	726 18
41610	3-16-14	Stuard Hirschman	84 75
41611	2-28-14	New York Telephone Co	43 08
		Police Department.	
41650		D. I. McKay, Commissioner.	3,118 10
41653		Police Pension Fund, Douglas I. McKay, Commissioner, as Treasurer and Trustee	2 00
		President of the Borough of Brooklyn.	
41708		A. B. Nicholas, Inc	7,675 56
41709		A. B. Nicholas, Inc	255 85
41710		Borough Asphalt Co	3,251 70
41711		Wm. G. Grimm	3,009 00
41722	3-30-14	P. J. Carlin	20 06
41723	3-28-14	Stevenson & Marsters	75
41724	3-16-14	Keasbey & Mattison Co	3 00
41725		New York Blue Print Paper Co.	4 68
41726	3-24-14	C. W. Keenan	7 50
41727	2- 7-14	The Adder Machine Co	1 00
41728	3-21-14	Bergstrom & Bass	11 00
41729	3-24-14	West Disinfecting Co	85 00
41730	3-20-14	New York Belting & Packing Co.	36 00
41731	3-21-14	Keuffel & Esser Co	31 46
41732	3-27-14	Abraham & Straus	43 32
41733	3-24-14	Julius Bindrim	7 00
41734	3-25-14	National Auto Radiator and Lamp Works	6 30
41735	3-13-14	N. Stafford Co	18 00
41736	3-18-14	Jackson & Cowenhoven Co	54 11
41737	3-31-14	Joseph Friedenberg	7 57
41738	3-23-14	William Conley	36 71
41739	3-20-14	Van Brunt Tandy	71 55
41740	3-18-14	Corlies Macy & Co	30 00
41741	3-23-14	J. W. Gasteiger & Son	543 73
41742	3-17-14	High Grade Oil Refining Co.	72 50
41743	3-26-14	Arthur Tickler	51 00
41744	3- 2-14	H. T. Dakin	89 28
41745	3- 2-14	Coney Island Iron Works	9 40
41746	3- 2-14	Coney Island Iron Works	5 57
41747	3- 2-14	Crane Co.	7 06
		President of the Borough of The Bronx.	
41669	2- 6-14	Ely J. Rieser & Co	801 00
41670	3- 1-14	Asphalt Construction Co	20 00
41671	3-25-14	The Globe-Wernicke Co	10 35
41672	3-17-14	The Auto Supply Co	6 50
41673	3- 2-14	Geo. N. Reinhardt & Co	4 80
41674	3-18-14	E. Belcher Hyde	12 00
41675	3-18-14	Manning, Maxwell & Moore, Inc.	36 85
41676	3-23-14	A. Rudolph	1 25
41677	3-23-14	Tower Bros. Stationery Co	76 83
41678	3-21-14	Typewriter Trading Co	3 00
41679	3-13-14	Underwood Typewriter Co	60 53
41680	2- 5-14	Van Dorn Iron Works Co	29 53
41681	3-24-14	Samuel Lewis	1 75
41682	2-28-14	Yawman & Erbe Mfg. Co	59 50
41683	3-31-14	A. P. Dienst Co., Inc	78
41684	3-19-14	Manning, Maxwell & Moore, Inc.	7 82
41685	2-27-14	James H. Rhodes & Co	39 00
41686	3- 2-14	Tremont Paper & Twine Co.	28 97
41687	3-24-14	F. E. Brandis' Sons & Co	40 50
41688	3-20-14	E. Schoonmaker Co	83 30
41689	3-24-14	Frederick Starr Cont. Co	575 00
41690	3-13-14	H. G. Silleck, Jr	80 28
41691	3-18-14	J. E. Felter	2 40
41692	2-28-14	Buffalo Steam Roller Co	4 75
41693	3-17-14	The Auto Supply Co	9 19
41694	3-11-14	Barber Asphalt Paving Co	45 70
41688		Wm. J. Rodgers	1,797 46
41695	3-20-14	Tremont Hardware Co., Inc.	4 77
41696	3-24-14	Remington Typewriter Co	14 00
41697	3-21-14	U. S. Vault Light Const. Co.	13 50
41698	3-30-14	The Powers Regulator Co	15 55
41699	12-30-13	Underwood Typewriter Co	83 03
41700	1- 2-14	Geo. W. Cobb, Jr	281 75
41701	12-30-13	The General Fireproofing Co.	84 75
41702	3-23-14	A. Rudolph	9 00
		President of the Borough of Queens.	
41712	12-31-13	N. Y. Tel. Co	$395 98
		Department of Public Charities.	
41504	12-31-13	Armour & Co	$408 56
41505	2-28-14	Sulzberger & Sons Co	954 89
41506	2-11-14	Sulzberger & Sons Co	2 57
41507	2-20-14	A. Silz, Inc	383 97
41508	2-28-14	Rebecka Milicow	107 80
41509	2-28-14	Robt. P. Lawless	340 85
41510	1-31-14	Robt. P. Lawless	63 97
41511	2-28-14	Samuel E. Hunter	34 38
41512	2-28-14	Hennerberger & Herold	1,232 52
41513	2-28-14	Conron Bros. & Co	45 36
41514	3- 9-14	Armour & Co	2,629 54
41515	3- 6-14	General Naval Stores Co	489 38
41516	2- 5-14	Frank J. Lennon Co	657 92
41517	3-10-14	Jas. A. Miller	84 43

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
41518	3- 9-14	N. Z. Graves & Co.....	119 80
41519	2-18-14	General Naval Stores Co....	49 56
41520		Frank J. Helmle	137 50
41521		Kelly & Kelly, Inc.....	6,498 00
41522		Jas. Harley Plumb. Co.....	1,980 00
41523		Frank J. Helmle	819 81
41524		Albert Winternitz	7,006 50
41525		Albert Winternitz	19,003 50
41526		Frank H. Quimby	536 14
		Department of Water Supply, Gas and Electricity.	
41462		J. H. Burke	$2 25
41463		J. H. Burke	7 00
41464		D. F. Verdenal	103 90
41465		Wm. P. Hennessy	70
41466		Geo. Morgan	18 25
41616		Jas. G. Harriott	12 00
41617		Georgia Fagan	4 13
41618		Michael J. Tully	2 50
41619		Geo. Ulrich	2 50
41620		J. Mulligan	24 37
41621		Dr. R. A. Benson.....	25 00
41622		Nellie Neary	3 33
41623		Walker Hill	2 31
41624		Rose V. Tyler	16 20
41625		Annie L. Mitchell	1 00
41626		Jennie Stember	1 00
41627		Title Guarantee & Trust Co.	22 00

TENEMENT HOUSE DEPARTMENT.

REPORT FOR THE YEAR 1913.

Tenements of Greater New York and Boroughs.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
January 1st, 1914.						
New law	4,980	4,701	10,679	2,973	22	23,355
Old law	36,167	4,836	35,635	1,973	432	79,043
Total	41,147	9,537	46,314	4,946	454	102,398
January 1st, 1913.						
New law	4,802	4,185	9,969	2,634	17	21,607
Old law	36,390	4,881	36,546	2,349	490	80,656
Total	41,192	9,066	46,515	4,983	507	102,263
Apartments in Tenements of Greater New York and Boroughs.						
January 1st, 1914.						
New law	133,767	81,755	82,369	14,087	123	312,101
Old law	395,891	32,859	167,014	8,454	1,654	605,872
Total	529,658	114,614	249,383	22,541	1,777	917,973
January 1st, 1913.						
New law	127,254	70,957	73,994	11,954	102	284,261
Old law	397,057	33,009	170,416	9,756	1,815	612,053
Total	524,311	103,966	244,410	21,710	1,917	896,314
Rooms With Inadequate Light or Ventilation and School Sinks.						
January 1st, 1913.						
Rooms on inadequate shaft	1,083	237	5,243	470	21	7,054
Rooms with inadequate opening to adjoining room	6,897	174	19,787	2,743	151	29,752
Rooms opening on covered shaft	16,144	606	23,390	1,105	64	41,309
Rooms without windows	5,283	310	15,354	2,683	158	23,788
*School sinks	98	5	49	453	56	622
Public halls dark	5,931	343	7,181	219	5	13,679
January 1st, 1914.						
Rooms on inadequate shaft	4	62	4,610	238	13	4,927
Rooms with inadequate opening to adjoining room	2,093	46	19,071	2,065	82	23,357
Rooms opening on covered shaft	6,507	99	15,714	417	17	22,754
Rooms without windows	2,762	76	11,795	1,256	75	15,964
*School sinks	28	..	52	227	29	336
Public halls dark	2,340	259	3,715	147	8	6,469
Tenements With Structural Violations, 1913.						
Tenements with structural violations pending January 1, 1913	7,335	615	12,050	168	62	20,230
New cases, 1913	4,297	20	6,551	1,380	308	12,556
Defects remedied, 1913	4,510	291	6,611	674	125	12,211
Removed from the tenement class, 1913	61	17	232	39	15	364
Pending December 31, 1913	7,061	327	11,758	835	230	20,211
Structural Condition of Old Law Tenements 1902-1913 (Inclusive).						
Number of existing old law tenements against which violations were filed, 1902-1913	35,170	4,795	35,410	1,829	427	77,631
Number on which defects were remedied	28,109	4,468	23,652	994	197	57,420
Number against which violations are pending	7,061	327	11,758	835	230	20,211
Number still to be inspected for certain structural violations	997	41	225	144	5	1,412
Total old law tenements..	36,167	4,836	35,635	1,973	432	79,043
Complaints, 1913.						
Complaints pending January 1, 1913.	195	40	564	35	2	836
Received, 1913—						
Signed	7,756	1,036	4,574	390	58	13,814
Anonymous	10,564	1,082	3,100	209	16	14,971
Total	18,515	2,158	8,238	634	76	29,621
Action Taken.						
Previously acted on	2,293	60	673	74	7	3,107
Referred to other Departments	1,141	129	426	39	1	1,736
No basis	3,678	434	1,516	69	10	5,707
No action necessary	1,496	220	1,294	112	17	3,139
Cause removed	4,238	704	1,478	125	5	6,550
Violations Issued—						
Old building	5,080	552	2,610	183	32	8,457
New building	....	....	5	2	....	7
Alteration	98	....	....	....	....	98
Prostitution	201	....	....	....	....	201
Total acted on	18,225	2,099	8,002	604	72	29,002
Pending.						
Complaints pending December 31, 1913	290	59	236	30	4	619
Nature of Complaints Received, 1913.						
Chimneys defective or obstructed	589	14	87	1	....	691
Lack of cleanliness	8,371	732	2,684	170	28	11,985
Dampness	554	36	275	21	3	889
Imperfect drainage	1,052	134	530	159	10	1,885
Danger from fire	2,899	277	1,141	51	3	4,371
Garbage and ashes	55	108	407	14	1	585
Light insufficient	1,046	127	803	49	5	2,030
Plumbing defective	1,620	211	1,036	64	13	2,944
Repairs to building	2,676	235	879	18	13	3,821
Unlawful use	1,018	106	1,129	145	13	2,411
Ventilation	188	7	238	5	....	438
Waterclosets	2,465	131	1,539	114	35	4,284

*There remains no school sink on tenement property in Greater New York, except where the house is vacant, where the school sink structure has been removed, but not all the requirements of the law have been met, or where the fixture cannot be removed at present, owing to lack of proper sewer connection.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Water supply	1,465	184	268	9	2	1,928
Miscellaneous	1,661	439	975	66	11	3,152
Total	25,659	2,741	11,991	886	137	41,414
Nature of Work Accomplished By the Tenement House Department During the Year 1913.						
Accumulation of filth removed	8,161	575	2,263	57	15	11,071
Ash and garbage receptacles provided	668	193	739	58	13	1,671
Ceilings repaired and replastered	5,227	93	1,144	47	21	6,532
Ceilings cleaned and whitewashed	13,491	161	2,072	109	50	15,883
Cellar walls, ceilings, floors repaired and cleaned	18,521	1,009	3,425	150	41	23,146
Chimneys cleaned, provided, repaired	2,313	26	116	8	1	2,464
Cleaning (miscellaneous)	587	..	..	..	..	587
Drains provided	1,325	107	581	17	2	2,032
Disinfections made	25	..	140	12	4	181
Fire Escapes.						
Buildings provided with fire escapes.	1,246	16	591	35	6	1,894
Encumbrances and obstructions removed	541	226	638	5	3	1,413
Landing platforms and gratings provided	758	8	361	11	..	1,138
Openings closed in party walls	149	..	1,111	58	2	1,320
Means of egress provided	2,395	160	10,664	714	64	13,997
Painted	23,420	498	3,148	110	8	27,184
Balconies provided	1,172	6	1,358	73	12	2,621
Balconies repaired	91,871	555	4,536	169	3	97,134
Stairways or ladders provided	4,144	118	5,062	322	45	9,691
Balconies extended	247	4	82	3	..	336
Scuttle or bulkhead provided: enlarged	271	25	..	..	..	296
Warning plates provided	..	..	71	..	..	71
Wooden floors removed; iron substituted	100	1	339	..	4	444
Fireproofing doors, walls, ceilings, windows	1,534	64	575	41	3	2,217
Floors cleaned	10,425	68	804	24	6	11,327
Janitor provided	10	2	1	..	..	13
Hall Lighting.						
Light at night provided	2,283	2	746	97	1	3,129
Dome light removed	724	66	999	39	1	1,829
Louvres provided	811	30	1,083	91	17	2,032
Skylight provided	420	57	495	18	8	998
Wooden panels in doors removed	10,480	360	908	24	1	11,773
Leaders and gutters provided or repaired	2,810	84	1,276	39	11	4,220
Oilcloth and carpets cleaned and removed	13,004	731	1,428	49	2	15,214
Plumbing fixtures provided, repaired or removed	15,263	672	4,280	198	28	20,441
Plumbing pipes repaired or replaced	13,385	785	6,543	227	32	20,972
Paving and grading effected	3,660	326	290	12	1	4,289
Privies removed	2	..	23	16	3	44
Privies cleaned and repaired	..	1	11	45	..	57
Repairs made, general	19,874	996	2,930	122	58	23,980
Roofs repaired or cleaned	5,532	118	868	9	4	6,531
Interior Rooms.						
Windows provided	9,067	440	16,320	1,337	74	27,238
Windows enlarged	1,830	..	..	..	..	1,830
Shafts and Courts.						
Painted and whitewashed	11,111	582	1,162	5	1	12,861
Access provided	841	48	708	68	..	1,665
School Sinks.						
Removed	57	..	1	1	..	59
Cleaned, repaired, flushed	3	..	..	..	..	3
Unlawful Use of Premises.						
Animals, keeping discontinued	39	..	80	6	..	125
Cellar rooms, permits obtained	5,202	516	529	47	16	6,310
Combustible storage discontinued	69	4	64	..	..	137
Nuisance abated	389	8	47	4	..	448
Rags and paper storage discontinued	192	5	76	..	..	273
Rooms.						
Unsanitary, vacated	186	..	85	22	..	293
Overcrowding	19	..	3	1	..	23
Stable discontinued	7	3	33	2	..	45
Wood buildings on lot removed	5	..	2	..	..	7
Bakeries discontinued	5	..	5	..	..	10
Wall paper removed	4,311	26	1,060	48	15	5,480
Walls.						
Cleaned and whitewashed	16,516	187	3,690	127	64	20,584
Repaired or replastered	3,805	81	640	31	13	4,570
Water Closets.						
Cleaned and repaired	67,573	3,084	17,904	604	110	89,175
Provided	536	12	172	19	4	743
Water Supply.						
Tank provided	430	8	8	..	..	446
Tank repaired or cleaned	1,452	29	72	1	..	1,554
Maintained and operated (other than tanks)	214	1	526	13	4	758
Woodwork cleaned	6,743	31	692	11	..	7,477
Cesspools.						
Cleaned or repaired	..	..	4	23	..	27
Removed	..	..	3	8	1	12
Provided	..	..	..	6	..	6
Total	407,471	13,217	105,587	5,393	772	532,440
Items of Violation of Law in Completed and Occupied Buildings, Orders Issued and Dismissed, From January 1 to December 31, 1913.						
Lighting and Ventilation, Rooms—						
Pending January 1, 1913	925	15	2,114	48	12	3,114
Filed	600	6	3,310	819	97	4,832
Dismissed and cancelled	628	12	3,408	494	44	4,586
Pending December 31, 1913	897	9	2,016	373	65	3,360
Lighting and Ventilation, Halls (Day)—						
Pending January 1, 1913	1,530	10	1,252	14	11	2,817
Filed	1,649	53	1,922	316	92	4,032

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Dismissed and cancelled	1,646	19	2,099	188	46	3,998
Pending December 31, 1913	1,533	44	1,075	142	57	2,851
Lighting of Halls (Night)—						
Pending January 1, 1913	155	27	169	7	3	361
Filed	726	48	531	82	4	1,391
Dismissed and cancelled	760	43	416	61	1	1,281
Pending December 31, 1913	121	32	284	28	6	471
Other Lighting and Ventilation—						
Pending January 1, 1913	569	10	61	2	3	645
Filed	734	12	73	17	3	839
Dismissed and cancelled	553	14	77	8	2	654
Pending December 31, 1913	750	8	57	11	4	830
Paving and Grading—						
Pending January 1, 1913	5,454	563	393	15	3	6,428
Filed	3,207	706	321	16	7	4,257
Dismissed and cancelled	3,668	536	326	18	5	4,553
Pending December 31, 1913	4,993	733	388	13	5	6,132
Repairs—						
Pending January 1, 1913	24,422	1,680	5,430	177	66	31,775
Filed	18,892	2,909	3,818	163	88	25,870
Dismissed and cancelled	21,746	2,304	6,242	207	86	30,585
Pending December 31, 1913	21,568	2,285	3,006	133	68	27,060
Unlawful Use of Premises—						
Pending January 1, 1913	1,495	34	416	5	3	1,953
Filed	2,502	36	443	70	7	3,058
Dismissed and cancelled	1,831	36	451	24	..	2,342
Pending December 31, 1913	2,166	34	408	51	10	2,669
Protection from Fire—						
Pending January 1, 1913	17,762	936	12,012	205	107	31,022
Filed	35,797	1,384	20,433	2,616	509	60,739
Dismissed and cancelled	33,430	1,099	20,232	1,711	251	56,723
Pending December 31, 1913	20,129	1,221	12,213	1,110	365	35,038
Drainage—						
Pending January 1, 1913	2,168	84	626	24	8	2,910
Filed	1,292	103	530	27	3	1,955
Dismissed and cancelled	1,523	93	630	26	5	2,277
Pending December 31, 1913	1,937	94	526	25	6	2,588
Toilet Accommodations—						
Pending January 1, 1913	9,647	1,360	6,786	279	92	18,164
Filed	8,075	1,633	4,896	318	72	14,994
Dismissed and cancelled	10,080	1,753	8,238	437	78	20,586
Pending December 31, 1913	7,642	1,240	3,444	160	86	12,572
Sinks—						
Pending January 1, 1913	2,103	63	592	19	7	2,784
Filed	1,150	87	449	40	14	1,740
Dismissed and cancelled	1,721	73	640	32	7	2,473
Pending December 31, 1913	1,532	77	401	27	14	2,051
Plumbing Fixtures—						
Pending January 1, 1913	6,150	536	3,735	147	51	10,619
Filed	4,773	714	3,312	101	22	8,922
Dismissed and cancelled	5,673	719	4,623	184	22	11,221
Pending December 31, 1913	5,250	531	2,424	64	51	8,320
Plumbing Pipes—						
Pending January 1, 1913	2,822	222	1,832	55	23	4,954
Filed	2,566	403	1,918	45	16	4,948
Dismissed and cancelled	2,903	373	2,348	59	14	5,697
Pending December 31, 1913	2,485	252	1,402	41	25	4,205
Leaders and Gutters—						
Pending January 1, 1913	2,024	92	931	30	14	3,091
Filed	1,999	309	1,097	45	14	3,464
Dismissed and cancelled	2,304	178	1,408	54	15	3,959
Pending December 31, 1913	1,719	223	620	21	13	2,596
Water Supply—						
Pending January 1, 1913	2,378	257	744	36	7	3,422
Filed	2,653	306	409	19	7	3,394
Dismissed and cancelled	2,982	371	898	40	5	4,296
Pending December 31, 1913	2,049	192	255	15	9	2,520
Cleaning—						
Pending January 1, 1913	22,756	1,434	5,839	243	45	30,317
Filed	14,485	1,992	3,753	170	87	20,487
Dismissed and cancelled	19,225	1,759	6,332	259	62	27,637
Pending December 31, 1913	18,016	1,667	3,260	154	70	23,167
Shafts and Courts—						
Pending January 1, 1913	401	8	162	3	..	574
Filed	405	3	541	105	..	1,054
Dismissed and cancelled	357	6	476	81	..	920
Pending December 31, 1913	449	5	227	27	..	708
Alterations—						
Pending January 1, 1913	2,338	717	2,526	189	57	5,827
Filed	3,465	917	2,458	511	136	7,487
Dismissed and cancelled	2,897	610	2,024	238	37	5,806
Pending December 31, 1913	2,906	1,024	2,960	462	156	7,508
Prostitution—						
Pending January 1, 1913	6	..	1	..	..	7
Filed	449	..	23	..	..	472
Dismissed and cancelled	256	..	6	..	..	262
Pending December 31, 1913	199	..	18	..	..	217
Other Orders—						
Pending January 1, 1913	440	231	215	8	6	900
Filed	744	343	196	7	1	1,291
Dismissed and cancelled	366	306	275	13	1	961
Pending December 31, 1913	818	268	136	2	6	1,230
Total—						
Pending January 1, 1913	105,545	8,279	45,836	1,506	518	161,684
Filed	106,163	11,964	50,433	5,487	1,179	175,226
Dismissed and cancelled	114,549	10,304	61,149	4,134	681	190,817
Pending December 31, 1913	97,159	9,939	35,120	2,859	1,016	146,093

Tenement Alteration Plans Filed, 1913.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Plans	1,561	306	896	91	22	2,876
Buildings	1,760	349	961	93	22	3,185
Estimated cost	$1,381,404	$210,044	$430,557	$41,235	$7,515	$2,070,755
New Tenement Plans Filed, 1913.						
Plans	127	205	357	197	4	890
Buildings	175	336	552	364	5	1,432
Apartments	6,337	7,519	7,407	2,930	59	24,252
Estimated cost	$28,398,200	$14,971,500	$13,082,500	$4,183,700	$149,000	$60,784,900

Tenements Erected in Greater New York, 1913.

	Buildings.	Apartments.	Rooms.	Estimated Cost.
Manhattan	178	6,421	30,314	$31,220,700 00
Bronx	519	10,815	43,584	21,770,565 00
Brooklyn	780	8,716	36,895	14,148,200 00
Queens	314	2,071	9,022	2,824,675 00
Richmond	3	16	76	27,000 00
New York City	1,794	28,039	119,891	$69,991,140 00
Location of Tenements Erected in Manhattan, 1913.				
Below 14th st., east of Broadway	9	206	752	$293,000 00
Below 14th st., west of Broadway	4	148	490	188,000 00
14th st. to 40th st., east of 6th ave.	....	....	....	.....
14th st. to 40th st., west of 6th ave.	1	28	94	55,000 00
40th st. to 86th st., east of 6th ave.	18	666	4,272	5,595,000 00
40th st. to 86th st., west of 6th ave.	19	869	4,506	6,920,000 00
86th st. to 130th st., east Lenox ave.	3	88	435	290,000 00
86th st. to 130th st., west Lenox ave.	29	1,205	5,954	7,322,500 00
North of 130th st	95	3,211	13,811	10,557,200 00
Borough of Manhattan	178	6,421	30,314	$31,220,700 00
Location of Tenements Erected in the Bronx, 1913.				
34d Ward, south of 170th st and west of Bronx River	228	5,262	21,280	$10,677,714 00
24th Ward, north of 170th st. and west of Bronx River	256	5,191	20,722	10,265,851 00
24th Ward, east of Bronx River	35	352	1,582	827,000 00
The Borough of the Bronx	519	10,815	43,584	$21,770,565 00
Location of Tenements Erected in Brooklyn, 1913.				
Brownsville	102	1,242	5,015	$1,580,500 00
Bedford	28	302	1,124	458,000 00
Bushwick	215	2,439	11,002	3,890,000 00
East New York	150	1,244	5,136	2,050,000 00
Eastern District	80	785	3,224	1,018,200 00
Flatbush	22	145	529	176,000 00
Greenpoint	27	708	2,750	989,000 00
Park Slope	10	155	705	312,750 00
South Brooklyn	57	728	3,178	1,538,500 00
Other Sections	89	968	4,232	2,135,250 00
Borough of Brooklyn	780	8,716	36,895	$14,148,200 00
Location of Tenements Erected in Queens, 1913.				
Ridgewood	147	761	3,783	$1,168,500 00
Glendale	155	1,245	4,962	1,555,675 00
Jamaica	2	18	66	28,200 00
Long Island	2	8	37	7,000 00
Maspeth	2	8	26	9,500 00
Other sections	6	31	148	55,800 00
Borough of Queens	314	2,071	9,022	$2,824,675 00
Location of Tenements Erected in Richmond, 1913.				
Borough of Richmond	3	16	76	$27,000 00

Tenements Erected in Greater New York Classified According to Number of Apartments, 1913.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Tenements of 3 apartments	..	4	34	35	1	74
Tenements of 4 apartments	..	3	111	38	1	153
Tenements of 5 apartments	..	3	46	2	..	51
Tenements of 6 apartments	1	5	154	194	..	354
Tenements of 7 apartments	..	3	17	3	..	23
Tenements of 8 apartments	1	2	82	14	1	100
Tenements of 9 apartments	1	7	6	1	..	15
Tenements of 10 apartments	2	5	7	..	..	14
Tenements of 11 apartments	2	83	2	..	..	27
Tenements of 12 apartments	..	16	15	..	..	31
Tenements of 13 apartments	2	..	5	1	..	8
Tenements of 14 apartments	1	6	3	4	..	14
Tenements of 15 apartments	..	11	11	2	..	24
Tenements of 16 apartments	..	13	124	6	..	143
Tenements of 17 apartments	2	5	19	..	..	26
Tenements of 18 apartments	1	7	4	..	..	12
Tenements of 19 apartments	1	12	6	3	..	22
Tenements of 20 apartments	2	36	61	4	..	103
Tenements of 21 apartments	12	96	9	2	..	119
Tenements of 22 apartments	1	12	7	1	..	21
Tenements of 23 apartments	2	11	21	1	..	35
Tenements of 24 apartments	5	9	6	1	..	21
Tenements of 25 apartments	11	24	4	..	..	39
Tenements of 26 apartments	16	34	..	..	..	50
Tenements of 27 apartments	2	12	..	1	..	15
Tenements of 28 apartments	6	6	4	1	..	17
Tenements of 29 apartments	5	8	3	..	..	16
Tenements of 30 apartments	7	22	3	..	..	32
Tenements of over 30 apartments	95	64	16	..	..	175
Total	178	519	780	314	3	1,794

Apartments in Tenements Erected in Greater New York Classified According to Number of Rooms, 1913.

Apartments of 1 room	1	5	8	4	..	18
Apartments of 2 rooms	294	46	119	39	1	499
Apartments of 3 rooms	1,283	2,766	1,030	256	4	5,339
Apartments of 4 rooms	2,154	5,258	4,836	784	1	13,033
Apartments of 5 rooms	1,219	2,392	2,254	904	2	6,771
Apartments of 6 rooms	727	260	350	72	8	1,417
Apartments of 7 rooms	331	69	114	12	..	526
Apartments of 8 rooms	138	18	1	..	..	157
Apartments of 9 rooms	118	..	2	..	..	120
Apartments of 10 rooms	33	1	2	..	..	36
Apartments of 11 rooms	45	..	..	..	..	45
Apartments of 12 rooms	34	..	..	..	..	34
Apartments of 13 rooms	27	..	..	..	..	27
Apartments of 14 rooms	..	..	..	..	..	..
Apartments of 15 rooms	1	..	..	..	..	1
Apartments of over 15 rooms	16	..	..	..	..	16
Total	6,421	10,815	8,716	2,071	16	28,039

Note—Servants' rooms in basements and pent houses are not included in this table.

Height, in Stories, of Tenements Erected in Greater New York, 1913.

Tenements of 2 stories	..	4	83	25	1	113
Tenements of 3 stories	1	11	227	244	1	484
Tenements of 4 stories	1	22	425	43	1	492
Tenements of 5 stories	63	444	22	2	..	531
Tenements of 6 stories	59	37	23	..	..	119
Tenements of 7 stories	1	..	..	..	..	1
Tenements of 8 stories	8	1	..	..	..	9
Tenements of 9 stories	13	..	..	..	..	13
Tenements of 10 stories	5	..	..	..	..	5
Tenements of over 10 stories	27	..	..	..	..	27
Total tenements	178	519	780	314	3	1,794

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Width of Lots On Which Tenements Were Erected in Greater New York, 1913.						
Tenements on Lots:						
Under 25 feet	4	3	294	37	..	338
Of 25 feet	2	27	96	127	1	253
Over 25 feet, under 37½ feet	4	37	77	124	1	243
Of 37½ feet	..	22	2	2	..	26
Over 37½ feet, under 40 feet	..	48	9	2	..	59
Of 40 feet	4	75	41	3	..	123
Over 40 feet, under 45 feet	3	53	46	2	1	105
Of 45 feet	1	18	8	1	..	28
Over 45 feet, under 50 feet	5	33	30	1	..	69
Of 50 feet	45	98	114	11	..	268
Over 50 feet, under 75 feet	36	71	53	4	..	164
Of 75 feet	5	7	1	..	..	13
Over 75 feet, under 100 feet	30	20	9	..	..	59
Over 100 feet	39	7	..	..	..	46
Total	178	519	780	314	3	1,794
Corner and Interior Lot Location of Tenements Erected in Greater New York, 1913.						
On corner lots	61	118	126	30	..	335
On interior lots	117	401	654	284	3	1,459
Total	178	519	780	314	3	1,794
Outlook of Apartments in Tenements Erected in Greater New York, 1913.						
Apartment with outlook to—						
Street	3,687	5,225	3,474	490	2	12,878
Yard	2,071	3,716	3,165	497	3	9,452
Court	490	763	600	47	..	1,900
Through	173	1,111	1,477	1,037	11	3,809
Total apartments	6,421	10,815	8,716	2,071	16	28,039
Bath Accommodations in Tenements Erected in Greater New York, 1913.						
Buildings.						
With public bath only	..	..	..	..	..	..
With private bath only	177	517	726	310	2	1,732
With public and private baths	..	..	..	..	..	..
With no baths	1	2	54	4	1	62
Total	178	519	780	314	3	1,794
Apartments.						
With public bath only	..	..	..	..	..	..
With private bath only	6,249	10,791	8,239	2,017	12	27,308
With public and private baths	..	..	..	..	..	..
With no baths	172	24	477	54	4	731
Total	6,421	10,815	8,716	2,071	16	28,039

DEPARTMENT OF FINANCE.

Abstract of transactions of the Department of Finance for the week ending February 28, 1914:

Deposited in the City Treasury.

To the credit of the City Treasury	$9,954,948 82
To the credit of the sinking funds	1,295,759 14
Total	$11,250,707 96

Warrants Registered for Payment.

Appropriation accounts, "A" warrants	$9,554,633 17
Special Revenue Bond Fund accounts, "B" warrants	192,118 26
Corporate Stock Fund accounts, "C" warrants	8,842,661 62
Special and Trust Fund accounts "D" warrants	175.254 60
Total	$18,764,667 65

Notes, Bills and Bonds Issued.

Corporate stock notes	$7,249,885 27
Revenue bills	945.274 49
Special revenue bonds	2,100 00
Assessment bonds	1.000 00
Total	$8,198,259 76

Bonds and Notes Redeemed.

Revenue bonds	$250,000 00
Special revenue bonds	1,000,000 00
Notes	1,233,582 19
Total	$2,483,582 19

Suits, Court Orders, Etc., Filed.

February 24, 1914.

Emil E. Fuchs; affidavit, order and certificate of Hon. Joseph F. Mulqueen, allowing $500 compensation for services in action against James Purcell.

John Bush; two orders discharging witness and allowing 50 cents per day compensation in action against John Gibney.

Mary Crane; two orders discharging witness and allowing 50 cents per day compensation in action against John Gibney.

Margaretha E. Halpin; Martin E. Halpin, attorney; notice of motion to be made at Special Term, Supreme Court, Kings County, on March 2, 1914, for order directing payment of award for parcel 3, matter of Starr st., etc., Brooklyn.

Guiseppe Lacovara, surety; order directing Comptroller to pay $500, satisfaction of judgment in action against Mamie Smith, principal.

Frank Hickman; two orders discharging witness and allowing $2 per day compensation in action against Joseph Cilente.

February 25, 1914.

William O'Keefe (John O'Keefe & Son); London & Davis, attorneys; summons and complaint in action against Roland J. McKinnon, City of New York, Olney & Warren, et al.

John T. Williams; P. Henry Delehanty, attorney; summons and complaint in action against The City of New York.

Vernal Realty Company; Banton Moore, attorney; order directing payment of award for parcel 26, to apply as part payment of assessment, in matter of acquiring title to Taylor st., etc., The Bronx.

Frederick Hechter, surety; Alex. Lange, attorney; order directing payment of $300, satisfaction of judgment in action against Margaret Arnold, principal.

Annie Gershkowitz; Isadore Apfel, attorney; summons and complaint in action against The City of New York.

Max C. Burger; Benjamin Trapnell, attorney; petition and notice of motion to be made at Special Term, Supreme Court, Appellate Division, Kings County, March 3, 1914, directing payment of award for parcels 56 and 57, in the matter of Titus st., etc., Queens.

Hendrix Avenue Realty Company; Hugo Hirsh, attorney; order directing payment of award for parcels 9 et al. in matter of opening Van Siclen ave., etc., Brooklyn.

Ransford E. Van Gieson (as administrator); Ralph E. Rogers, attorney; order directing payment of $50 for services of Dr. Ira Van Gieson in action against Charlotte Hitchcock.

February 26, 1914.

Carrie J. Benz, administratrix; order directing payment of award for parcel 4 in matter of opening Butler ave., etc., Richmond.

Magno Vitolo and another; Thomas P. Conlon, attorney; order directing payment of award for parcels 35, 35a, etc., in matter of opening Cruger ave., etc., The Bronx.

Anna M. Jones; Lawrence E. French, attorney; order directing payment of award for parcel 14 in matter of opening Cruger ave., etc., The Bronx.

Mary R. Dolan; Lawrence E. French, attorney; order directing payment of award for parcel 96 in matter of opening Cruger ave., etc., The Bronx.

Eugene J. Dailledouze et al.; Dana & Clarkson, attorneys; order confirming report and directing payment of award for parcels 124 to 133, inclusive, in matter of opening Lenox road, etc., Brooklyn.

February 27, 1914.

Raffaele De Mattesi; two orders discharging witness and allowing $2 per day compensation in action against James Rigereone and Aug. Detore.

William J. Innes, bankrupt; Charles P. Sanford, attorney; order enjoining and restraining Louis Meyers et al. from collecting and the Comptroller from paying salary due and directing Paymaster to pay 90 per cent. of salary due and to become due.

Albert Bruckman; order directing payment to Collector of Assessments and Arrears of award for parcels 237, etc., in matter of opening Targer st., etc., Richmond.

Mary Gillespie McMahon; Curtis, Mallet-Prevost & Colt, attorneys; summons and complaint in action against The City of New York, Leon Tuchman and another.

Thomas McMahon; Curtis, Mallet-Prevost & Colt, attorneys; summons and complaint in action against The City of New York, Leon Tuchman and another.

Edward W. Krantz; George W. Bartholf, attorney; copy of judgment in sum of $26.04.

William H. Farrington; James J. Duggan, attorney; order directing payment of award for parcel 2 in matter of opening Union st., Brooklyn.

James P. Kilby and Leo C. Dessar; Alex. T. Wells, attorney; order taxing fees and disbursements as Commissioners in matter of Southern Aqueduct, Section No. 1, Parcel 40.

February 28, 1914.

Angelo Gallo; Lawrence E. French, attorney; order directing payment of award for parcels 106, 106a and 107 in matter of opening Cruger ave., The Bronx.

Claims Filed.

February 21, 1914—Stephen Hannan; salary due for services rendered as Lieutenant, Police Department, from May 3, 1910, to December 22, 1911; $3,750. Harry Crone, attorney.

February 21, 1914—William H. Danforth; balance due for liquid soap delivered to Thirteenth Regiment Armory on order of Armory Board, No. 1468; $22.50.

February 20, 1914—Mrs. A. H. May; injuries to daughter, Mathilde H. May, due to condition of street from snow and ice at corner of 13th st. and 5th ave., Manhattan, on February 16, 1914.

February 20, 1914—Helen L. Whelan; personal injuries and damage to wearing apparel, due to negligence of Fire Department at 44th st., opposite Biltmore Hotel, on January 13, 1914; $200.

February 21, 1914—S. Liebmann's Sons Brewing Company; damage to auto truck caused by defective planking on bridge on Hampton st., between Corona and Kingsland aves., Elmhurst, L. I., Queens, on August 26, 1913; $118.25. Charles DeHart Brower, attorney.

February 21, 1914—Adolph Kastor; damage to auto caused by horse and cart of Department of Street Cleaning (K1011) at north side of W. 79th st., opposite No. 163, Manhattan, on October 27, 1913; $58.60. Charles DeHart Brower, attorney.

February 21, 1914—James H. Mullins; damage to auto caused by auto, license No. 32724, New York, property of The City of New York, on Driggs ave., Brooklyn, on October 28, 1913; $3,500. Charles DeHart Brower, attorney.

February 21, 1914—Bernard J. McQuade; damage to building at 967½ 4th ave., Brooklyn, owing to construction of subway through 4th ave., Brooklyn; $20.10.

February 21, 1914—Delaware, Lackawanna and Western Railroad Company, John M. Emery; damage to barge No. 601, caused by Department of Street Cleaning scows at north side of Pier No. 84, North River, on December 16, 1913.

February 24, 1914—John H. Farrell's Son; burial of veteran, Michael Callahan; $50.

February 24, 1914—H. M. Lazinsk; damage to brass hand railing on both sides of stoop and brown stone house at 232 W. 136th st., Manhattan, caused by Department of Street Cleaning carts on February 17 and 21, 1914.

February 24, 1914—Harriet Manufacturing Company, William Goldsmith; damage to coal hole cover and ash can caused by Department of Street Cleaning cart at 445 E. 84th st., Manhattan, on February 17, 1914; $4.25.

February 24, 1914—Eugene S. Devlin; salary due for services rendered as Inspector of Foods, Health Department, City of New York, from December 4, 1912, to March, 1913, inclusive; $387.12. Quintin & Foulk, attorneys.

February 24, 1914—Mrs. Albert Ober; damage to stone coping at front of house, caused by Street Cleaning Department cart No. 248, at 403 Sterling place, Brooklyn, on February 19, 1914.

February 25, 1914—James McDermott; injuries to mare, caused by defective condition of centre of driveway of Grand Boulevard and Concourse, near northerly side of Belmont st., The Bronx, on September 5, 1913; $298. G. Washbourne Smith, attorney.

February 25, 1914—John Jordan; damage to railing, caused by employees of Street Cleaning Department, at 430 Pacific st., Brooklyn, on February 15, 1914.

February 25, 1914—Anna V. Brunner; damage to newel post, caused by cart No. 99 of Street Cleaning Department, at 232 E. 15th st., Manhattan, on February 19, 1914.

February 25, 1914—Hilda Ellison; damage to personal property stored in warehouse of Carl Dahlen, 629 3d ave., Manhattan, due to sewer overflow on September 4 and 5, 1913; $57.50. Charles A. Ogren, attorney.

February 25, 1914—D. Hyman; damage to coal chute cover, caused by cart of Street Cleaning Department, at 103 W. 117th st., Manhattan, on February 17, 1914.

February 24, 1914—George Reubel; damage to water pipe of premises, 6502 New Utrecht ave., Brooklyn, caused by Murphy Bros., contractors, installing sewer for The City of New York; $20.25. George Reubel, Jr., attorney.

February 26, 1914—Standard Oil Company; empty barrels not returned by Department of Water Supply, Gas and Electricity, Manhattan and Brooklyn, and Police Department, Manhattan, for period from April, 1911, to January 31, 1914; $284.19. J. H. Howell, manager.

February 26, 1914—Neufeld & Leiman; return of jury fee paid on September 9, 1913, in case of Ziegler vs. Garing Bros.; $4.50.

February 26, 1914—Percy L. Grandy; salary as temporary Clerk in Street Cleaning Department from February 15, 1914, to date of ending temporary Clerk's appointments. E. S. S. Hart, attorney.

February 26, 1914—F. Gasparrini & Co.; extra work excavating rock on contract No. 37111 for construction of basins at Riverside drive, 139th and 142d sts., Manhattan. F. Gasparrini, attorney.

February 27, 1914—Mrs. Catherine Finn Maloney and Mrs. Mary Finn Fitz-Maurice; refund of taxes for years 1907 to 1912, inclusive, affecting property known as Lot 57, Block 477, Manhattan. Henry T. Randall, attorney.

February 27, 1914—Coughlin & Poole; burial of Veteran John Young; $50.

February 26, 1914—Catherine Ryan; salary due Edward Ryan, deceased, for services as Lineman in Fire Department, from March 1, 1912, to June 26, 1913; $1,402.76.

February 27, 1914—Delaware, Lackawanna and Western Railroad Company; damage to coal scow No. 13, caused by the dumping of snow and ice from Queensboro Bridge on February 20, 1914, at 59th st. and East River. J. M. Emery, Manager.

February 27, 1914—Charles Meads & Co.; breach of contract entered into about June 4, 1912, with President of the Borough of Brooklyn, due to wrongful construction of contract and specifications by City of New York; $87,550. John C. Wait, attorney.

February 26, 1914—Hannah Herzog; personal injuries caused by defective condition of gutter due to iron pipe being placed alongside curb at northeast corner of 95th st. and Lexington ave., on February 5, 1914. Lind & Pfeiffer, attorneys.

February 27, 1914—Margaret J. Krepp; damage due to change of grade of Hunter's Point ave., affecting property known as Lots 5, 6 and 7, Block 49, Map of Hunter, etc., Queens; $5,000. Clock & Seaman, attorneys.

February 27, 1914—C. Schlosser; damage to coal hole cover at premises 321 E. 25th st., Manhattan, caused by Street Cleaning Department cart on February 18, 1914; $2.

February 27, 1914—Mrs. Catherine Carey; damage to coal hole cover at 218 E. 30th st., Manhattan, caused by wagon of Street Cleaning Department during week of February 16, 1914; $2.

February 27, 1914—Bond and Mortgage Guarantee Company; arising by reason of payment by City of New York to Yorklan Realty Company of awards for parcels 289, 292, 294 to 313, both inclusive, matter opening 14th ave., Brooklyn; $8,233.14. Lynn C. Norris, attorney.

February 27, 1914—Josef Wertheimer; personal injuries due to unsafe condition of street in front of 302 W. 116th st., Manhattan, by reason of snow and ice; $10,000. Nathaniel L. Gladstone, attorney.

February 27, 1914—Aimee A. Hempsted; personal injuries caused by defective condition of sidewalk in front of 770 Halsey st., Brooklyn, on December 9, 1913; $5,000. Wm. Adams Robinson, attorney.

February 27, 1914—Rebecca Monchick; personal injuries caused by unsafe condition of street due to snow and ice in front of 1732 Pitkin ave., Brooklyn, on January 15, 1914; $10,000. Wm. E. Smith, attorney.

February 27, 1914—Peerless Van and Express Company (Emil Hunziker); services performed and expenses incurred in moving furniture, etc., for Department of Water Supply, Gas and Electricity, Manhattan, from 21 Park row to Municipal Building, Manhattan, February 20 to 23, 1914, inclusive, per Order 20,857; $750. Cardozo & Nathan, attorneys.

February 27, 1914—S. Schnee; damage to coal hole cover caused by cart of Street Cleaning Department; $1.75.

February 27, 1914—Charles L. Leining; damage to coal hole cover in front of 448 W. 20th st., Manhattan, caused by Department of Street Cleaning cart on February 17, 1914; $1.50.

February 28, 1914—Michael J. O'Donnell; damage to barge "L. F. Leary," caused by cutting of line and being allowed to drift by employee of Dock Department, City of New York, at pier foot 55th st., New York, on October 30, 1913; $700. Foley & Martin, attorneys.

February 27, 1914—William L. Cameron; damage due to construction of Fourth Avenue Subway, causing depreciation of rental value of premises 661 to 671 Fulton st., Brooklyn, period from March 1, 1913, to March 1, 1914; $2,220. Wingate & Cullen, attorneys.

Approval of Sureties.

The Comptroller approved of the adequacy and sufficiency of the sureties on the following proposals, viz.:

February 24, 1914.

President, Borough of The Bronx—For forage, Highways. Frank J. Lennon Company, 143 E. 31st st., City, principal; United States Guarantee Company, surety.

Department of Parks—For repairing, etc., lawn mowers. Coldwell Lawn Mower Company, Newburgh, N. Y., principal; National Surety Company, surety.

President, Borough of The Bronx—For paving, etc., Tremont ave. Dayton Hedges, 1451 Broadway, New York, principal; Globe Indemnity Company and Maryland Casualty Company, sureties.

February 25, 1914.

President of the Borough of Brooklyn—For quick lime. Saverno Products Company, Inc., 106 Reade st., principal; National Surety Company, surety.

Department of Education—For supplies—S. C. Johnson & Son, Raune, Wis., principal; certified check, $75, surety.

Department of Education—For supplies. P. J. Foster, 21 E. 15th st., principal; Massachusetts Bonding and Insurance Company, surety.

Department of Education—For conveying pupils. Louis T. Walter, Jr., Far Rockaway, L. I., principal; Maryland Casualty Company, surety.

Department of Education—For supplies. The Universal Company, 139 Fulton st., principal; American Surety Company, surety.

Fire Department—For supplies. Joseph Ruppert, 104 Willoughby st., principal; National Surety Company, surety.

Department of Docks and Ferries—For motor driven trucks. Sternberg Motor Truck Company of New York, 12th avenue and 132d st., Manhattan, principal; Fidelity and Deposit Company of Maryland, surety.

Department of Education—For the removal of old Public School 38, etc. Dorfman & Grossman, 151 Allen st., New York, principal; National Surety Company, sureties.

Department of Education—For furniture, etc., for Public School 52, The Bronx. Readsboro Chair Company, 63 5th ave., principal; American Surety Company of New York, surety.

Department of Education—For furniture, etc., for Public School 52, The Bronx. Greenhut-Siegel-Cooper Company, 18th st. and 6th ave., principal; United States Guarantee Company, surety.

February 26, 1914.

Trustees of Bellevue and Allied Hospitals—For supplies. Abraham & Straus, 420 Fulton st., Brooklyn, principal; Fidelity and Casualty Company, surety.

February 27, 1914.

Department of Education—For the erection of brick fence walls at Public School 33, Manhattan. Fred Oehl, 2125 3d ave., principal; National Surety Company, sureties.

President of the Borough of Queens—For regulating, etc., Hillside ave. Jno. J. O'Brien, Jr., Williams st., Jamaica, L. I., principal; National Surety Company, surety.

Department of Bellevue and Allied Hospitals—For supplies. Greenhut-Siegel-Cooper Co., 6th ave. and 18th st., City, principal; United States Guarantee Company, surety.

February 28, 1914.

College of The City of New York—For installing new water pipes. National Plumbing Company, 1533 2d ave., principal; Illinois Surety Company, surety.

Department of Education—For stages. Chas. H. Rhoder, Whitestone, L. I., principal; American Surety Company of New York, surety.

Department of Education—For text books, etc. W. H. Wheeler Company, Chicago, Ill., principal; American Surety Company of New York, surety.

Trustees of Bellevue and Allied Hospitals—For supplies. Louis S. Gimbel, Broadway and 33d street, principal; United States Fidelity and Guaranty Company, surety.

Board of Elections—For Stationery and supplies for special election April 7, 1914. M. B. Brown Printing & Binding Company, 53 Park place, New York, principal; Globe Indemnity Company, surety.

Opening of Proposals.

The Comptroller, by representative, attended the opening of proposals at the following Departments, viz.:

February 24, 1914.

Board of Elections—For stationery, printing and supplies for the special election on April 7, 1914.

Department of Correction—For repairs to the icemaking plant on Harts Island.

Department of Education—For the erection of outside iron stairs at Evender Children's High School, The Bronx, and for installing electric equipment in new Public School 115, and the general construction, plumbing and drainage of new Public School 165.

Public Service Commission—For open hearth rail, manganese rail, splice bars, adjustable separators, cut screw spikes, ties, timber, bolts, nuts, etc.

February 25, 1914.

President, Borough of Queens—For 300,000 gallons of light road oil; 200,000 cubic yards of broken stone; 150,000 gallons of oil; 5,000 cubic yards of gravel; and for regulating, grading, etc., Packard ave.; and for fencing lots and for regulating and grading Harman st.

February 26, 1914.

Police Department—For forage for Manhattan and The Bronx.

Department of Education—For printer's supplies and coal.

Fire Department—For the installation of a complete storage system at the headquarters of the 4th, 6th, 12th 13th and 32d fire houses, and Hook and Ladder Companies 6 and 15, Manhattan, and Engine House 56, Richmond.

Bellevue and Allied Hospitals—For medical and surgical supplies, for dry goods, notions, hardware, carpenters' tools, etc.

Park Department—For four light draft horses, Borough of Manhattan.

February 27, 1914.

Water Supply, Gas and Electricity—For furnishing and delivering hardware, brass, copper, iron, metals, lead, machinery, etc.

President of the Borough of The Bronx—For furnishing and delivering white ash coal.

February 28, 1914.

Police Department—For item 1, for general plant supplies, as boat, plumbing and steamfitters' supplies. For item 2—For general plant materials, horseshoers' and harness repair supplies.

EDMUND D. FISHER, Deputy and Acting Comptroller.

Changes in Departments, Etc.

DEPARTMENT OF FINANCE.

Transferred — Anna W. Von Hohoff, Clerk to the Comptroller, and Elizabeth W. Lill, Cataloguer, to the New York Public Library, taking effect April 1, 1914.

TENEMENT HOUSE DEPARTMENT.

Appointed—Inspectors of Tenements at $1,200 per annum, to take effect April 1, 1914: Mary Conway Woods, 1 Ashland place, Brooklyn; Edwin J. Johnston, 1181 3d ave., City.

DEPARTMENT OF DOCKS AND FERRIES.

Services Ceased—Gustave Glaser, Ticket Agent, transferred to the position of Clerk in the office of the President of the Borough of Queens, which took effect March 23, 1914. Joseph P. Treanor, Laborer, died March 24, 1914. Joseph Loughlin, Laborer, resignation accepted March 26, 1914.

Promoted—Frank B. Walsh, Machinist, to Foreman Machinist, at $5 per day, to take effect March 27, 1914.

DEPARTMENT OF PARKS.

Manhattan and Richmond.

Appointed—To take effect March 28, 1914, Gardeners at $2.50 per day: Benjamin Druckerman, 10 E. 128th st.; Charles H. Pape, Eagle Park, Ossining, N. Y.; James P. Daly, 270 19th st., Brooklyn; James J. Reilly, 967 3d ave.; Charles Dodd, 316 Wardwell ave., New Brighton.

Services Ceased—To take effect March 27, 1914, Gardeners: Jeremiah Reidy, 139 W. 62d st.; Patrick Collins, 197 Atlantic ave., Brooklyn; James Fitzgerald, 319 W. 13th st.; James Kane, 307 W. 20th st.; Joseph Breen, 503 W. 22d st.

DEPARTMENT OF BRIDGES.

Services Ceased—Harry L. La Fetra, Transitman, there being no fault or delinquency on his part.

COURT OF SPECIAL SESSIONS.

County of New York.

Louis Hoffman, 332 E. 79th st., Manhattan, transferred from the District Attorney's office, New York County, from the position of Process Server, at $1,500 per annum, to Court Attendant in the Court of General Sessions, New York County, at $1,500 per annum, to take effect April 1st, 1914.

THE COLLEGE OF THE CITY OF NEW YORK.

Appointed—Walter Stalb, 503 W. 148th st., Bookkeeper, temporary, from March 27th, 1914; salary, $1,200 per annum.

Transferred—Philip A. Johann, Bookkeeper, to office of the Commissioner of Accounts. Veronica M. Carr, Stenographer and Typewriter, to the Board of Estimate and Apportionment, Commission on Standardization of Supplies, taking effect April 1, 1914.

Services Ceased—George A. Higgins, temporary Clerk, Bureau for the Collection of Assessments and Arrears, Brooklyn, at the close of business March 31, 1914.

Appointed—John E. Kevill, 477 W. 142d st., temporary Bookkeeper in Division of Experts of the Auditing Bureau, at the rate of $1,800 per annum, taking effect as of April 1, 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, 21 Park row. Distributing Division, 96 Reade st. Telephone, 1505 Cortlandt.
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.
277 Broadway. Telephone, 2280 Worth.
Joseph Haag, Secretary.

Office of the Chief Engineer.
277 Broadway. Telephone, 2281 Worth.

Bureau of Franchises.
277 Broadway. Telephone, 2282 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.
280 Broadway. Telephone, 1200 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.
280 Broadway. 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.
Douglas I. McKay, Commissioner.

DEPARTMENT OF PUBLIC CHARITIES.
Principal office, foot of East 26th st. Telephone, 7400 Madison square.
Brooklyn and Queens, 327 Schermerhorn st., Brooklyn. Telephone, 2977 Main.
Bureau of Dependent Adults, foot of East 26th st. The Children's Bureau, 124 East 50th st.
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.
280 Broadway. Telephone, 1200 Worth.
John Korb, Chief Clerk.

COMMISSIONERS OF SINKING FUND.
Office of Secretary, 280 Broadway. 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. o 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.

BOROUGH OF MANHATTAN.

Local Board Meetings.

OFFICE OF PRESIDENT OF THE BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.
NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a petition signed by property owners and residents of the Washington Heights District for Local Improvements, requesting the widening and extension of Fort Washington ave., at its junction with Broadway, opposite Sherman ave., has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 14th day of April, 1914, at 11 a. m., at which meeting said petition will be submitted to the Board.
MARCUS M. MARKS, President.
N. S. OLDS, Secretary. a3

OFFICE OF PRESIDENT OF THE BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.
NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a report signed by the Chief Engineer of Sewers, recommending the construction of sewers and appurtenances in 1st ave., between 95th and 106th sts., and outlet sewers in 96th and 102nd sts., between the Harlem River and 1st ave., has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Harlem District for Local Improvements will be held in the Borough Office, City Hall, on the 14th day of April, 1914, at 11 a. m., at which meeting said report will be submitted to the Board.
MARCUS M. MARKS, President.
N. S. OLDS, Secretary. a3

OFFICE OF PRESIDENT OF THE BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.
NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a petition signed by property owners and residents of the Washington Heights District for Local Improvements, requesting that the sidewalks on the north and south sides of 138th st. be connected by means of stairways with the easterly sidewalk of Riverside drive, has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 14th day of April, 1914, at 11 a. m., at which meeting said petition will be submitted to the Board.
MARCUS M. MARKS, President.
N. S. OLDS, Secretary. a3

OFFICE OF PRESIDENT OF THE BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.
NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a report signed by the Chief Engineer of Highways, recommending the repair of sidewalk at No. 504 W. 172d st., has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 14th day of April, 1914, at 11 a. m., at which meeting said report will be submitted to the Board.
MARCUS M. MARKS, President.
N. S. OLDS, Secretary. a3

BOROUGH OF RICHMOND.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF RICHMOND, BOROUGH HALL, ST. GEORGE, NEW BRIGHTON, N. Y. CITY.
SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at the above office until 12 o'clock m., on

TUESDAY, APRIL 14, 1914.
Borough of Richmond.

NO. 1. TO REGULATE AND GRADE THE SIDEWALK SPACE AND TO CONSTRUCT SIDEWALKS AND CROSSWALKS ALONG THE FULL WIDTH OF HAVEN ESPLANADE, ON THE SOUTH SIDE OF CASTLETON AVE., AND TO DO SUCH OTHER WORK AS MAY BE INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material, and the nature and extent, as near as possible, of the work required is as follows:

900 cubic yards of excavation.
380 square feet of cement crosswalk, to furnish and lay.

950 square feet of cement sidewalk, to furnish and lay.

600 square feet of cement sidewalk, to relay.

The time for the completion of the work and the full performance of the contract is twenty-five (25) days.

The amount of security required is Three Hundred and Sixty Dollars ($360).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank form prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application therefor at the office of the Engineer. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Assistant Commissioner of Public Works, Borough of Richmond, Borough Hall, St. George, S. I. CHARLES J. McCORMACK, President.

The City of New York, April 1, 1914. a3,14

☞See General Instructions to Bidders on last page, last column, of the "City Record."

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.

BOROUGH OF THE BRONX.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, 177TH ST. AND 3D AVE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx at the above office until 10.30 a. m., on

WEDNESDAY, APRIL 15, 1914.

NO. 1. FURNISHING AND DELIVERING WHITE ASH ANTHRACITE AND CUMBERLAND COAL.

The time allowed for the performance of the contract is as directed on or before April 30, 1914, after the endorsement of the certificate of the Comptroller upon the executed contract.

The amount of security required will be thirty (30) per cent. of the total amount for which the contract is awarded.

Blank forms can be obtained upon application therefor, the specifications may be seen, and other information obtained at said office.

DOUGLAS MATHEWSON, President. a3,15

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF STREET CLEANING.

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

TUESDAY, APRIL 14, 1914.

Boroughs of Manhattan, The Bronx and Brooklyn,

FOR FURNISHING AND DELIVERING THE FOLLOWING SUPPLIES:

NO. 1. PIPE HORSE COLLARS.
NO. 2. GALVANIZED IRON ASH CANS.
NO. 3. SINGLE DRIVING HARNESS AND SINGLE CART HARNESS.
NO. 4. SPONGES.

The time allowed for the delivery of the materials and supplies and the performance of the contract will be:

No. 1. Ninety working days.
No. 2. Sixty days.
No. 3. Ninety days.
No. 4. Thirty 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 article contained in the specifications or schedules herein contained or hereto annexed, per unit, per set or per piece, 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.

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 March 31, 1914. a3,14

☞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.

BOARD OF ASSESSORS.

Completion of Assessments.

PUBLIC NOTICE IS HEREBY GIVEN TO the owner or owners of all houses and lots, improved and unimproved lands affected thereby, that the following proposed assessments have been completed and are lodged in the office of the Board of Assessors for examination by all persons interested, viz.:

Borough of Manhattan,

3865 Alteration and improvement to sewer in 61st St., between Park and Fifth Aves. Affecting Block Nos. 1375 and 1376.

Borough of The Bronx,

3991 Regulating, grading, curbing and flagging Summit Place, between Heath and Bailey Aves. Affecting Block Nos. 3253 to 3255, 3257, 3258 and 3261.

4010 Placing a guard rail around that portion of Block 2744 which is bounded by Hoe Ave., East 167th St. and West Farms Road, and reflagging about 72 square feet of sidewalk on the south side of East 167th St., about 80 feet east of Hoe Ave.

4015 Sewer and appurtenances in Olmstead Ave., between Hermany and Turnbull Aves. Affecting Block Nos. 3679 and 3685.

4016 Receiving Basins and appurtenances at the northeast corner of West 169th St. and Inwood Ave. and at the southeast corner of Inwood and Cromwell Aves. Affecting Block No. 2855.

3710 Regulating, grading, curbing, flagging, etc., Parker St., between Westchester and Lyon Aves.

Borough of Brooklyn.

3714 Regulating, grading, curbing and flagging Blake Ave., between Howard ave. and East 98th St.

3624 Regulating, grading, curbing and flagging Howard Ave., between East New York and Blake Aves.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

3970 Sewer in 12th Ave., between 36th and 38th Sts., and in 36th St., between 12th and Church Aves. Affecting Block Nos. 5291, 5292, 5295, 5296, 5301, 5302, 5304, 5306, 5308, 5310 and 5312.

Borough of Queens.

3906 Regulating, grading, curbing, flagging, etc., and paving Catalpa (Elm) Ave., from Fresh Pond Road to Myrtle Ave., Second Ward.

3910 Paving First Ave., between Payntar and Washington Aves., First Ward.

3919 Regulating, grading, curbing, flagging, etc., Onderdonk Ave., from Willoughby Ave. to Elm St., Second Ward.

3926 Regulating, grading, curbing and flagging Second Ave., from Ditmars Ave. to a point 400 feet southerly thereof, First Ward.

3972 Regulating, grading, curbing, flagging, etc., in Boulevard, between Payntar and Webster Aves., First Ward.

4021 Paving Elm St., from Crescent St. to Second Ave., First Ward.

4026 Paving Silver St., from Fresh Pond Road to a line 300 feet west of Fresh Pond Road, Second Ward.

4027 Paving Wilbur Ave., between William and Academy Sts., First Ward.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

3941 Receiving Basins and appurtenances on the southerly side of Borden Ave. opposite Oliver St., Heyward St., Van Alst Ave., West St., and on the north and south sides of Borden Ave. at the Long Island Railroad, First Ward. Affecting Block Nos. 14, 64, 65, 68, 106 and 108.

4020 Laying sidewalks on the north side of Beddard (Barclay) St., between Bowne and Parsons Aves., Third Ward. Affecting property in front of which work was done.

4022 Laying sidewalks on Himrod St., between Onderdonk and Woodward Aves., Second Ward. Affecting property in front of which work was done.

4024 Laying sidewalks on Jackson Ave., between Steinway and Woodside Aves., First Ward. Affecting property in front of which work was done.

4032 House connections in Webster Ave., from Vernon Ave. to William St., First Ward. Affecting Block Nos. 37 to 41, 43 to 46, 52 to 60.

4033 Receiving Basin and appurtenances on the easterly corner of Willow St. and Franklin St., First Ward. Affecting Block No. 155.

All persons whose interests are affected by the above named proposed assessments, and who are opposed to the same, or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, 320 Broadway, New York, on or before April 28, 1914, at 10 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

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.

March 28, 1914. m28,a8

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

MONDAY, APRIL 13, 1914.

Borough of Manhattan.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR INSTALLING COMPLETE ELECTRIC AND GAS LIGHTING EQUIPMENT IN THE QUARTERS OF ENGINE COMPANY NO. 13 AND ENGINE COMPANY NO. 18, BOROUGH OF MANHATTAN.

The time for the completion of the work and the full performance of the contract is seventy (70) days.

The amount of security required is One Thousand Dollars ($1,000).

Bids will be compared and the contract awarded at a lump or aggregate sum.

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. a1,13

☞See General Instructions to Bidders on last page, last column, of the "City Record."

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

MONDAY, APRIL 6, 1914.

Borough of Brooklyn.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ALTERATIONS AND REPAIRS TO QUARTERS OF ENGINE COMPANIES 206, 227 AND 234.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Twelve Hundred Dollars ($1,200).

Bids will be compared and the contract awarded at a lump or aggregate sum.

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ALTERATIONS AND REPAIRS TO THE PLUMBING SYSTEMS IN QUARTERS OF ENGINE COMPANIES 206, 227 AND 234.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Four Hundred Dollars ($400).

Bids will be compared and the contract awarded at a lump or aggregate sum.

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. m25,a6

☞See General Instructions to Bidders on last page, last column, of the "City Record."

MUNICIPAL CIVIL SERVICE COMMISSION.

Notices of Examinations.

MUNICIPAL CIVIL SERVICE COMMISSION, NEW YORK, MUNICIPAL BUILDING, April 1st, 1914.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

WEDNESDAY, APRIL 1, 1914, TO 4 P. M. WEDNESDAY, APRIL 15, 1914,

for the position of

BOOKKEEPER, 3d Grade.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 p. m., WEDNESDAY, APRIL 15TH, 1914, will be accepted. Application blanks will be mailed upon request, *provided the applicant furnishes a self-addressed stamped envelope or proper postage to insure delivery of the blank desired;* 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.*

Candidates who filed applications for the examination held July 9th, 11th and 14th, 1913, which has been cancelled by the Commission, must renew their applications if they desire to enter the examination.

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 (bookkeeping), 5; Arithmetic, 3; Handwriting and Neatness, 2. 70% required on the Duties paper and 70% on all.

A qualifying physical examination will be held. Candidates failing to pass the physical examination will not be notified for the written test. The dates of the mental and physical examinations will be announced later.

Minimum age, 21 years; salary, $1,200 to but not including $1,800 per annum; usual salary, $1,200 per annum.

a1,15 F. A. SPENCER, Secretary.

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 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

INVITATION TO CONTRACTORS.

Part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

THE PUBLIC SERVICE COMMISSION FOR the First District (hereinafter called the "Commission") invites proposals to construct Section No. 1 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. 1. Beginning under Battery Park, in the Borough of Manhattan: The westerly track about four hundred and seventy-five (475) feet south of the northerly building line of Battery place and about one hundred and thirty (130) feet east of the easterly building line of Greenwich street produced; the easterly track at a point about three hundred and five (305) feet south of the northerly building line of Battery place and about ninety-five (95) feet east of the easterly building line of Greenwich street produced; both tracks extending thence northerly under Battery Park and Greenwich street to a point about seventy (70) feet south of the southerly building line of Vesey street.

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.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission.

Bidders must examine the form 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.

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, which are to be deemed a part of this Invitation. Copies of the form of contract, contract drawings, 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 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 and said Company for additional rapid transit railroads. The liability of Interborough Rapid Transit Company will be limited to an amount equal to ninety-five per centum (95%) of the total estimated amount to be paid to the Contractor under the contract.

Partial payments to the Contractor will be made monthly as the work proceeds.

The Contractor must complete the work within thirty-three (33) 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 dedueted 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, No. 154 Nassau street, Borough of Manhattan, New York City, until the 17th 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 38, Section No. 1,"* 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 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 having its principal office in the City of New York, and satisfactory to the Commission. 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 days after the contract is 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, March 18, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary. m23,a17

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue Rapid Transit Railroad.

THE PUBLIC SERVICE COMMISSION FOR the First District (hereinafter called the "Commission") invites proposals to consfruct Section No. 1 of Route No. 33, 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. 1. Beginning at a point under Trinity place, in the Borough of Manhatean, about fifty (50) feet north of the northerly building line of Morris street, thence extending southerly under Trinity place to the southerly building line of Morris street, thence extending southerly and southeasterly through private property in the block bounded by Morris street, Broadway, Battery place and Greenwich street to Broadway, thence extending southeasterly under Broadway and Bowling Green to Whitehall street, thence extending southerly under Whitehall street to a point about twelve (12) feet south of the northerly building line of South street.

The general plan of construction calls for a subsurface railroad having two and three 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.

The method of construction, unless otherwise permitted by the Commission, will be partly by tunneling and partly by trench excavation under cover.

Bidders must examine the form 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.

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, which are to be deemed a part of this Invitation. Copies of the form of contract, contract drawings, 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.

Partial payments to the Contractor will be made monthly 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 thousand dollars ($200,000). 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 14th 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, Route No. 33, Section No. 1"* 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 having its principal office in the City of New York, and satisfactory to the Commission. 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. 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, March 18, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary. m20,a14

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.

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 14, 1914.

for

CONTRACT 86.

FOR THE CONSTRUCTION OF A PART OF THE QUEENS CONDUIT, A PORTION OF THE CITY PIPE LINES OF CATSKILL AQUEDUCT, IN THE CITY AQUEDUCT DEPARTMENT, AND EXTENDING FROM FORT GREENE PARK ALONG MYRTLE AVE., WASHINGTON PARK AND WILLOUGHBY AVE. TO BROADWAY, IN THE BOROUGH OF BROOKLYN.

The work to be done includes the furnishing and laying of about 12,200 feet of 66-inch steel pipe, 300 feet of 48-inch cast-iron pipe, a 48-inch to 66-inch Venturi meter, with valves and other appurtenances, together with maintenance for one year.

An approximate statement of the quantities of the various classes of work 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 of which shall be one hundred and ten thousand dollars ($110,000), 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 ten thousand dollars ($10,000).

Time allowed for the completion of the work, except maintenance, is 17 months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposals 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. m26,a14

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.

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

FRIDAY, APRIL 3, 1914.

for

CONTRACT 156.

FOR PLANTING ABOUT 1,000 ACRES AT ASHOKAN AND KENSICO RESERVOIRS WITH APPROXIMATELY 1,250,000 TREE TRANSPLANTS DURING THE SEASONS OF 1914, 1915 AND 1916, INCLUDING THE FURNISHING, PLANTING AND GUARANTEEING THEIR GROWTH.

The work is located in Ulster and Westchester Counties, 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.

A bond in the sum of thirty-five per cent. (35%) of the total amount of the contract 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 two hundred dollars ($200).

Time allowed for the completion of the work is until December 15, 1916.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, 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 Five Dollars ($5) 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. m18,a3

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.

DEPARTMENT OF FINANCE.

Sale of Corporate Stock.

PROPOSALS FOR $65,000,000 OF FOUR AND ONE-QUARTER PER CENT. CORPORATE STOCK OF THE CITY OF NEW YORK.

PRINCIPAL AND INTEREST PAYABLE IN GOLD.

Exempt from the Federal Income Tax and from All Taxation in the State of New York, Except for State Purposes.

EXECUTORS, ADMINISTRATORS, GUARDIANS AND OTHERS HOLDING TRUST FUNDS ARE AUTHORIZED BY LAW TO INVEST IN SAID STOCK.

SEALED PROPOSALS WILL BE RECEIVED BY THE COMPTROLLER OF THE CITY OF New York, at his office in the Municipal Building, in the Borough of Manhattan, in The City of New York, until

WEDNESDAY, THE FIFTEENTH DAY OF APRIL, 1914,

at 2 o'clock p. m., when they will be publicly opened in the presence of the Commissioners of the Sinking Fund, or such of them as shall attend, as provided by law, for the whole or a part of the following described *interchangeable registered or coupon corporate stock of The City of New York*, bearing interest at the rate of *four and one-quarter per cent.* per annum, from and including April 15, 1914, to wit:

$35,000,000 00	of Corporate Stock of The City of New York, For Various Municipal Purposes. This stock was duly authorized by the Greater New York Charter, as amended, and other acts of the Legislature of the State of New York, and by the municipal authorities of The City of New York.	Principal payable March 1, 1964. Interest payable semi-annually, on March 1 and September 1.
$20,000,000 00	of Corporate Stock of The City of New York, To Provide for the Supply of Water. This stock was duly authorized by the Greater New York Charter, as amended, and other acts of the Legislature of the State of New York, and by the municipal authorities of The City of New York.	Principal payable March 1, 1964. Interest payable semi-annually, on March 1 and September 1.
$10,000,000 00	of Corporate Stock of The City of New York, For the Construction of Rapid Transit Railroads. This stock was duly authorized by the Greater New York Charter, as amended, and other acts of the Legislature of the State of New York, and by the municipal authorities of The City of New York.	Principal payable March 1, 1964. Interest payable semi-annually, on March 1 and September 1.

The said stock is issued in accordance with the provisions of section 10 of article 8 of the Constitution of the State of New York, and is free and exempt from all taxation, except for State purposes.

The principal of and interest on said stock are payable in gold coin of the United States of America, of the present standard of weight and fineness, pursuant to a resolution of the Commissioners of the Sinking Fund, adopted June 9, 1898.

The interest on all of the said stock which may be issued in coupon form will be paid, at the option of the holder thereof, at the office of the Comptroller of The City of New York, or at the office of the City's agent in London, England, at the rate of $4.87 to the pound sterling.

CONDITIONS OF SALE.

As Provided for by the Greater New York Charter.

1. Proposals containing conditions other than those herein set forth will not be received or considered.

2. No proposal for stock shall be accepted for less than the par value of the same.

3. Every bidder, as a condition precedent to the reception or consideration of his proposal, shall deposit with the Comptroller in money, or by a certified check drawn to the order of said Comptroller upon a trust company or a State bank incorporated and doing business under the laws of the State of New York, or upon a National bank, TWO PER CENT. of the par value of the stock bid for in said proposal.

No proposal will be received or considered which is not accompanied by such deposit.

All such deposits shall be returned by the Comptroller to the persons making the same within three days after the decision has been rendered as to who is or are the highest bidder or bidders, except the deposit made by the highest bidder or bidders.

4. If said highest bidder or bidders shall refuse or neglect, within five days after service of written notice of the award to him or them, to pay to the City Chamberlain the amount of the stock awarded to him or them at its par value, together with the premium thereon, less the amount deposited by him or them, the amount or amounts of deposit thus made shall be forfeited to and retained by said City as liquidated damages for such neglect or refusal, and shall thereafter be paid into the Sinking Fund of The City of New York for the Redemption of the City Debt.

5. Upon payment into the City Treasury by the persons whose bids are accepted of the amounts due for the stock awarded to them respectively, including accrued interest from the date of sale, certificates thereof shall be issued to them in such denominations provided for by the Charter as they may desire.

6. It is required by the Charter of the City that in making proposals for bonds or stock, "every bidder may be required to accept a portion of the whole amount thereof bid for by him at the same rate or proportional price as may be specified in his bid; and any bid which conflicts with this condition shall be rejected, provided, however, that any bidder offering to purchase all or any part of the bonds offered for sale at a price at par or higher may also offer to purchase all or none of said bonds at a different price, and if the Comptroller deems it to be in the interests of the City so to do, he may award the bonds to the bidder offering the highest price for all or none of said bonds; provided, however, that if the Comptroller deems it to be in the interests of the City so to do, he may reject all bids." Under this provision, the condition that the bidder will accept only the whole amount of stock bid for by him, and *not* any part thereof, cannot be inserted in any bids, except those for "all or none" offered by bidders who have also bid for "all or any part" of the stock offered for sale.

7. Stock issued in coupon form can be converted into registered stock, and stock issued in registered form can be converted into coupon stock in denominations of $1,000.

8. The proposals, together with the security deposits, should be inclosed in a sealed envelope, indorsed "Proposals for Bonds of The City of New York," and said envelope inclosed in another sealed envelope, addressed to the Comptroller of The City of New York. (No special form of proposal is required, therefore no blanks are furnished.)

WILLIAM A. PRENDERGAST, Comptroller.

The City of New York, Department of Finance, Comptroller's Office, April 1, 1914. a3,15

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

Corporation Sales of Buildings.

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx,

Being the buildings, parts of buildings, etc., standing within the lines of Muliner ave., from Morris Park ave. to Bear Swamp road, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held March 25, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

MONDAY, APRIL 20, 1914.

at 11 a. m., in lots and parcels, and in manner and form and at upset prices as follows:

PARCEL NO. 309/310. Three-story frame house, No. 851 Morris Park ave., and part of three-story frame house, 853 Morris Park ave. Cut 46.2 feet on west side by 6.3 feet on rear. Upset price, $250.

PARCEL NO. 311/312. Three-story frame house, No. 849 Morris Park ave., and part of three-story frame house, No. 847 Morris Park ave. Cut 12.6 feet on front by 5.7 feet on rear. Upset price, $250.

PARCEL NO. 316. Frame shed and fence in rear of two-story frame house on Graham st. Upset price, $3.

PARCEL NO. 325. Board fence in rear of lumber yard. Upset price, $2.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m., on the 20th day of April, 1914, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 20, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York, City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 30, 1914. a3,20

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT OF the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx,

Being the buildings, parts of buildings, etc., standing within the lines of Chatterton ave., from Virginia ave. to a point 265 feet east of Zerega ave., in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held March 25, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

FRIDAY, APRIL 17, 1914.

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

PARCEL NO. 197. Fence and part of steps on the west side of Chatterton ave., 500 feet west of Olmstead ave. Upset price, $3.

PARCEL NO. 198. Wall east of and adjoining Parcel No. 197. Upset price, $3.

PARCEL NO. 199. Wall east of and adjoining Parcel No. 198. Upset price, $2.

PARCEL NO. 201. Fence, part of steps and part of shed on the north side of Chatterton ave., 190 feet west of Olmstead ave. Cut shed 6.1 feet on west side by 6.2 feet on east side. Upset price, $5.

PARCEL NO. 214 Fence on the north side of Chatterton ave., 150 feet east of Olmstead ave. Upset price, $3.

PARCEL NO. 215. Fence east of and adjoining Parcel No. 214. Upset price, $2.

PARCEL NO. 218. Fence and part of steps on the north side of Chatterton ave., 250 feet west of Castle Hill ave Upset price, $3.

PARCEL NO. 219. Fence and part of steps east of and adjoining Parcel No. 218. Upset price, $3.

PARCEL NO. 231. Fence and part of steps of two houses on the north side of Chatterton ave., 99 feet east of Castle Hill ave. Upset price, $3.

PARCEL NO. 232. Fence and part of steps east of and adjoining Parcel No. 231. Upset price, $2.

PARCEL NO. 233. Fence and part of steps east of and adjoining Parcel No. 232. Upset price, $2.

PARCEL NO. 234. Fence east of and adjoining Parcel No. 233. Upset price, $5.

PARCEL NO. 235. Fence east of and adjoining Parcel No. 234. Upset price, $3.

PARCEL NO 236. Iron fence and part of steps of two houses east of and adjoining Parcel No. 235 Upset price, $5.

PARCEL NO. 237. Part of one and one-half story frame barn east of and adjoining Parcel No. 236. Cut 4.5 feet on east and west sides. Upset price, $10.

PARCEL NO. 239/240. Iron fence and part of steps on the north side of Chatterton ave., 180 feet west of Havemeyer ave. Upset price, $5.

PARCEL NO. 241. Iron fence and part of steps east of and adjoining Parcel No. 240. Upset price, $3.

PARCEL NO. 242. Iron fence and part of steps east of and adjoining Parcel No. 241. Upset price, $3.

PARCEL NO. 243. Iron fence and part of steps east of and adjoining Parcel No. 242. Upset price, $3.

PARCEL NO. 244. Fence at the northwest corner of Chatterton ave. and Havemeyer ave. Upset price, $2.

PARCEL NO. 249. Fence on the south side of Chatterton ave. 200 feet east of Castle Hill ave. Upset price, $2.

PARCEL NO. 259. Part of one-story frame extension on the southeast corner of Havemeyer ave. and Chatterton ave. Cut 4.9 feet on east and west sides. Upset price, $10.

PARCEL NO. 260. Fence east of and adjoining Parcel No. 259. Upset price, $3.

PARCEL NO. 261. Fence east of and adjoining Parcel No. 260. Upset price, $2.

PARCEL NO. 262. Fence and part of steps on the southwest corner of Chatterton ave. and E. 177th st. Upset price, $2.

PARCEL NO. 264. Fence on the northeast corner of Chatterton ave. and E. 177th st. Upset price, $2.

PARCEL NO. 268. Fence, part of one-story frame building, part of two-story frame building and part of one-story frame stable at the northwest corner of Zerega ave. and Chatterton ave. Cut one-story frame building 5.3 feet on east and west sides. Cut two-story frame building 5 feet on east and west sides. Cut stable 6 feet on west side by 5.7 feet on east side. Upset price, $25.

PARCEL NO. 274. Part of one-story frame shed on the south side of Chatterton ave., 95 feet west of Zerega ave. Cut 5.4 feet on west side by 5.3 feet on east side. Upset price, $10.

PARCEL NO. 276/278. Part of three-story frame factory, part of one-story brick building, and part of one-story frame building at the northeast corner of Zerega ave. and Chatterton ave. Cut three-story factory 5.2 feet on west front by 5 feet on rear. Cut one-story buildings 5 feet on west side by 4.7 feet on east side. Upset price, $50.

PARCEL NO. 262/283. Part of one-story frame house on the southeast corner of Zerega ave. and Chatterton ave. Cut 2.3 feet on east and west sides. Part of two and one-half story frame building and shed adjoining. Cut 2.2 feet on west side by 3.4 feet on east side. Upset price, $25.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 17th day of April, 1914, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes marked "Proposals to be opened April 17, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 30, 1914. a1,17

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE COMMISsioner of Docks, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings, etc., standing upon property owned by The City of New York, acquired by it for dock purposes in the

Borough of Manhattan.

Being the building now located at the outer end of the pier at the foot of E. 25th st., East River, in the Borough of Manhattan, which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held March 25, 1914, the sale by sealed bids, of the above described building and appurtenances thereto will be held by direction of the Comptroller on

THURSDAY, APRIL 16, 1914.

at 11 a. m., in lots and parcels and in manner and form as follows:

PARCEL NO. 1. Building and contents situated at the outer end of the pier at the foot of E. 25th st., East River, Borough of Manhattan. The description and special conditions under which removal must be made are as follows: The structure to be sold consists of a one-story frame building covered with corrugated sheet metal, 150′ long, 54½′ wide, 19.6′ high at the eaves and 27′ high at the peak, and is located about 25′ inshore of the outer end of the E. 25th st. pier. The roof of this structure is supported by 11 trusses 7.85′ high of 3″ x 12″ timbers, with a clear span over the shed; these trusses are supported by 8″ x 8″ posts 17′ long. Studding is of 3″ x 4″ scantling on 2′ centres and about 19′ long. There are also six (6) sliding doors on the sides of the shed, 9′ long and 9½′ high; four (4) doors, two at each end of the shed, 6′ wide and 12′ high.

In the above enclosure are located two frame storage lockers covered with corrugated sheet metal each 20.7′ wide, 24.4′ long and 10.6′ high, each with three frame doors 2.65′ wide and 7′ high, sheathed with galvanized sheet iron. Also one frame shed within the same enclosure 15.5′ long, 13.2′ wide and 11′ high to be sold. The roof of the main building is covered with slag and cement roofing. The building and the two small buildings located within the main structure is to be entirely removed, it being a condition that no part of the decking of the pier is to be disturbed, and should it be found necessary to remove any part of the planking or decking of the pier, the portion so disturbed must be replaced by the purchaser. The structures may be removed from the water side, and if removed in this manner no charge will be made for wharfage for the vessels conveying the material from the premises.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m., on the 16th day of April, 1914, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 16, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 26, 1914. m31,a16

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx,

Being the buildings, parts of buildings, etc., standing within the lines of Barnes ave., from Baker ave. to Bear Swamp road, and Van Nest ave., from West Farms road to Bear Swamp road, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to resolutions of the Commissioners of the Sinking Fund, adopted at meetings held June 11, 1913, and March 4, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

WEDNESDAY, APRIL 15, 1914.

at 11 a. m., in lots and parcels and in manner and form, and at upset prices as follows:

PARCEL NO. 134. Fence and steps, No. 1649 Barnes ave. Upset price, $2.

PARCEL NO. 135. Fence and steps, No. 1651 Barnes ave. Upset price, $2.

PARCEL NO. 136. Fence and steps, No. 1653 Barnes ave. Upset price, $2.

PARCEL NO. 140. Fence, No. 1711 Barnes ave. Upset price, $2.

PARCEL NO. 141. Fence, No. 1713 Barnes ave. Upset price, $2.

PARCEL NO. 142. Fence and part of steps, No. 1717 Barnes ave. Upset price, $2.

PARCEL NO. 143. Fence and part of steps, No. 1719 Barnes ave. Upset price, $2.

PARCEL NO. 145. Fence and part of steps, No. 1725 Barnes ave. Upset price, $2.

PARCEL NO. 146. Fence and part of steps, No 1727 Barnes ave. Upset price, $2.

PARCEL NO. 147. Fence, No. 1729 Barnes ave. Upset price, $2.

PARCEL NO. 148. Fence, No. 1731 Barnes ave. Upset price, $2.

PARCEL NO. 149. Fence and part of steps, No. 1733 Barnes ave. Upset price, $2.

PARCEL NO. 158/212. Part of two two-story frame houses on the northwest corner of Van Nest ave. and Barnes ave. Cut front house 2 feet on front and rear of Barnes ave. sides, fence and steps on Van Nest ave. front. Cut bay windows of rear house 2 feet. Upset price, $37.

PARCEL NO. 159. Fence and part of steps, No. 1710 Barnes ave. Upset price, $2.

PARCEL NO. 160. Fence and part of porch and steps, No. 1712 Barnes ave. Upset price, $4.

PARCEL NO. 161. Fence and part of steps, No 1716 Barnes ave. Upset price, $3.

PARCEL NO. 162. Fence and part of steps, No. 1720 Barnes ave. Upset price, $2.

PARCEL NO. 163. Fence and part of steps, No. 1722 Barnes ave. Upset price, $2.

PARCEL NO. 164. Fence and part of steps, No. 1724 Barnes ave. Upset price, $2.

PARCEL NO. 165. Fence and part of steps, No 1726 Barnes ave. Upset price, $2.

PARCEL NO. 167. Fence and part of steps, No. 1732 Barnes ave. Upset price, $2.

PARCEL NO. 168. Fence and part of steps, No. 1734 Barnes ave. Upset price, $2.

PARCEL NO. 169. Iron fence on southeast corner of Barnes ave. and Morris Park ave. Upset price, $20.

PARCEL NO. 173. Fence, No. 1813 Barnes ave Upset price, $2.

PARCEL NO. 174. Fence and hedge, No. 1815 Barnes ave. Upset price, $2.

PARCEL NO. 175. Fence, No. 1817 Barnes ave. Upset price, $2.

PARCEL NO. 176. Fence, No. 1819 Barnes ave. Upset price, $2.

PARCEL NO. 178. Fence, No. 1825 Barnes ave. Upset price, $2.

PARCEL NO. 179. Fence, No. 1827 Barnes ave. Upset price, $2.

PARCEL NO. 180. Fence, No. 1829 Barnes ave. Upset price, $2.

PARCEL NO. 181. Fence, No. 1831 Barnes ave Upset price, $2.

PARCEL NO. 182. Fence, No. 1833 Barnes ave. Upset price, $2.

PARCEL NO. 183. Fence, No. 1837 Barnes ave. Upset price, $2.

PARCEL NO. 189. Fence and part of steps, No 1857 Barnes ave. Upset price, $2.

PARCEL NO. 190. Fence and part of steps, No. 1859 Barnes ave. Upset price, $2.

PARCEL NO. 191. Fence and part of steps, No. 1861 Barnes ave. Upset price, $2.

PARCEL NO. 194. Iron fence, No. 1871 Barnes ave. Upset price, $3.

PARCEL NO. 195. Iron fence and part of steps, No. 1873 Barnes ave. Upset price, $3.

PARCEL NO. 196. Iron fence and part of steps, No. 1877 Barnes ave. Upset price, $3.

PARCEL NO. 197. Fence, No. 1879 Barnes ave. Upset price, $2.

PARCEL NO. 198. Iron fence, No. 1881 Barnes ave. Upset price, $3.

PARCEL NO. 199. Iron fence, No. 1883 Barnes ave. Upset price, $3.

PARCEL NO. 200. Iron fence and part of steps, No. 1901 Barnes ave. Upset price, $3.

PARCEL NO. 201. Iron fence and part of steps, No. 1903 Barnes ave. Upset price, $3.

PARCEL NO. 202. Fence, No. 1905 Barnes ave. Upset price, $2.

PARCEL NO. 203. Fence, No. 1909 Barnes ave. Upset price, $2.

PARCEL NO. 204. Fence and part of steps, No. 1911 Barnes ave. Upset price, $2.

PARCEL NO. 205. Fence, No. 1913 Barnes ave. Upset price, $2.

PARCEL NO. 206. Fence and part of steps, No. 1919 Barnes ave. Upset price, $2.

PARCEL NO. 207. Fence and part of steps, No. 1921 Barnes ave. Upset price, $2.

PARCEL NO. 208. Fence and part of steps, No. 1923 Barnes ave. Upset price, $2.

PARCEL NO. 209. Fence and part of steps, No. 1925 Barnes ave. Upset price, $2.

PARCEL NO. 210. Fence and part of steps, No. 1927 Barnes ave. Upset price, $2.

PARCEL NO. 219. Fence and part of steps, No. 1810 Barnes ave. Upset price, $2.

PARCEL NO. 220. Fence and part of steps, No. 1812 Barnes ave. Upset price, $2.

PARCEL NO. 221. Fence and part of steps, No. 1814 Barnes ave. Upset price, $2.

PARCEL NO. 222. Fence and part of steps, No. 1816 Barnes ave. Upset price, $2.

PARCEL NO. 223. Fence and part of steps, No. 1820 Barnes ave. Upset price, $2.

PARCEL NO. 224. Fence and part of steps, No. 1820 Barnes ave. Upset price, $2.

PARCEL NO. 226. Wall and part of steps, No. 1828 Barnes ave. Upset price, $2.

PARCEL NO. 227. Wall and part of steps, No. 1830 Barnes ave. Upset price, $2.

PARCEL NO. 233. Fence and ledge, No. 1870 Barnes ave. Upset price, $2.

PARCEL NO. 234. Fence and part of steps, No. 1872 Barnes ave. Upset price, $2.

PARCEL NO. 235. Fence and part of steps, No. 1874 Barnes ave. Upset price, $2.

PARCEL NO. 236. Fence and part of steps, No. 1878 Barnes ave. Upset price, $2.

PARCEL NO. 237. Fence and part of steps, No. 1880 Barnes ave. Upset price, $2.

PARCEL NO. 238. Fence and part of steps, No. 1882 Barnes ave. Upset price, $2.

PARCEL NO. 239. Fence, No. 1884 Barnes ave. Upset price, $2.

PARCEL NO. 240. Fence, No. 1886 Barnes ave. Upset price, $2.

PARCEL NO. 241. Concrete fence and part of steps, No. 1916 and No. 1918 Barnes ave. Upset price, $2.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a m., on the 15th day of April, 1914, and then publicly opened, for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 15, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York, City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 25, 1914. m30,a15

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of Queens, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of Queens.

Being the buildings, parts of buildings, etc., standing within the lines of Madison st., from Wyckoff ave. to Myrtle ave., in the Borough of Queens, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held April 16, 1913, the sale by sealed bids, at the upset or minimum prices named in the description of each parcel, of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

WEDNESDAY, APRIL 8, 1914.

at 11 a. m., in lots and parcels and in manner and form and at upset prices, as follows:

PARCEL NO. 18. One-story frame building (12′ x 58′), one-story frame open shed (20′ x 50′) and one-story frame carriage house (25′ x 38′), on Madison st., about 150 feet east of Wyckoff ave. Upset price, $20.

PARCEL NO. 19. Part of two-story frame store and dwelling on northwest corner of Myrtle ave. and Madison st. Cut 39 feet on front

and rear. Also one-story frame stable and shed in rear of building. Upset price, $50.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m., on the 8th day of April, 1914, and then publicly opened, for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 8, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 18, 1914. m23,a8

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx,

Being the buildings, parts of buildings, etc., standing within the lines of Wallace ave., from Baker ave. to Bear Swamp road, and Van Nest ave., from West Farms road to Bear Swamp road, in the Borough of The Bronx, which are more particularly described on certain maps on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to resolutions of the Commissioners of the Sinking Fund, adopted at meetings held June 11, 1913, and March 4, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, APRIL 6, 1914.

at 11 a. m., in lots and parcels and in manner and form, and at upset prices as follows:

PARCEL NO. 2. Fence and part of steps, No. 1657 Wallace ave. Upset price, $2.

PARCEL NO. 3. Fence and part of steps, No. 1659 Wallace ave. Upset price, $2.

PARCEL NO. 4. Fence and part of steps, No. 1661 Wallace ave. Upset price, $2.

PARCEL NO. 5. Fence and part of steps, No. 1663 Wallace ave. Upset price, $2.

PARCEL NO. 6. Iron fence and part of steps, No. 1665 Wallace ave. Upset price, $3.

PARCEL NO. 7. Fence and part of steps, No. 1667 Wallace ave. Upset price, $2.

PARCEL NO. 8/244. Part of two-story frame house on the southwest corner of Van Nest ave. and Wallace ave. Cut 4.9 feet on rear by 4.8 feet on front on Wallace ave side. Cut 5.7 feet on east side by 4.9 feet on west side of Van Nest ave. front. Upset price, $90.

PARCEL NO. 10. Fence and part of steps, No. 1711 Wallace ave. Upset price, $2.

PARCEL NO. 11. Fence, No. 1713 Wallace ave. Upset price, $2.

PARCEL NO. 12/13. Board fence and part of shed 1715-1721 Wallace ave. Upset price, $3.

PARCEL NO. 14. Wall and part of steps, No. 1727 Wallace ave. Upset price, $2.

PARCEL NO. 15. Fence and part of steps, No. 1729 Wallace ave. Upset price, $2.

PARCEL NO. 16. Fence and part of steps, No. 1731 Wallace ave. Upset price, $2.

PARCEL NO. 17. Iron fence and part of steps, No. 1733 Wallace ave. Upset price, $3.

PARCEL NO. 18. Iron fence and part of steps, No. 1735 Wallace ave. Upset price, $3.

PARCEL NO. 19. Part of three-story frame building, No. 1743 Wallace ave. Cut 5 feet on north and south ends. Upset price, $75.

PARCEL NO. 22. Fence and part of steps, No. 1654 Wallace ave. Upset price, $2.

PARCEL NO. 23. Fence and part of steps, No. 1656 Wallace ave. Upset price, $2.

PARCEL NO. 24. Fence and part of steps, No. 1658 Wallace ave. Upset price, $2.

PARCEL NO. 25. Fence and part of steps, No. 1660 Wallace ave. Upset price, $2.

PARCEL NO. 26. Fence, No. 1662 Wallace ave. Upset price, $2.

PARCEL NO. 27. Part of two-story frame house, No. 1664 Wallace ave. Cut 4.9 feet on south side by 4.8 feet on north side. Part of three-story frame house, 774 Van Nest ave. Cut 4.9 feet on south end by 5 feet on north end of Wallace ave. side. Cut 5 feet on east and west sides of Van Nest ave. front. Upset price, $140.

PARCEL NO. 31/32. Fence and part of porch and steps, 1724 Wallace ave. Upset price, $3.

PARCEL NO. 33. Fence, 1726 Wallace ave. Upset price, $2.

PARCEL NO. 34. Fence, 1728 Wallace ave. Upset price, $2.

PARCEL NO. 36. Fence and part of steps, 1732 Wallace ave. Upset price, $3.

PARCEL NO. 37. Fence and part of porch and steps, 1734 Wallace ave. Upset price, $3.

PARCEL NO. 38. Fence and part of porch and steps, 1736 Wallace ave. Upset price, $2.

PARCEL NO. 39. Fence and part of steps, 1738 Wallace ave. Upset price, $2.

PARCEL NO 41. Fence and part of porch and steps, 1704 Wallace ave. Upset price, $2.

PARCEL NO. 42. Part of three-story frame house on the southeast corner of Morris Park ave. and Wallace ave. Cut 5 feet on front by 4.8 feet on rear. Also part of one-story shop. Cut 5.2 feet on east side. Upset price, $50.

PARCEL NO. 44. Fence, 1813 Wallace ave. Upset price, $2.

PARCEL NO. 45/46. Fence, 1815 Wallace ave. Upset price, $2.

PARCEL NO. 47. Fence, 1819 Wallace ave. Upset price, $2.

PARCEL NO. 48. Fence, 1821 Wallace ave. Upset price, $2.

PARCEL NO. 49. Fence, 1823 Wallace ave. Upset price, $2.

PARCEL NO. 50. Fence, 1825 Wallace ave. Upset price, $2.

PARCEL NO. 51. Fence, 1827 Wallace ave. Upset price, $2.

PARCEL NO. 52. Fence, 1829 Wallace ave. Upset price, $2.

PARCEL NO. 53. Fence 1831 Wallace ave. Upset price, $2.

PARCEL NO. 54. Fence, 1833 Wallace ave. Upset price, $2.

PARCEL NO. 55. Fence, 1835 Wallace ave. Upset price, $2.

PARCEL NO. 57. Fence and part of steps, 1837 Wallace ave. Upset price, $2.

PARCEL NO. 62. Fence and part of steps, 1847 Wallace ave. Upset price, $2.

PARCEL NO. 63. Fence and part of steps, 1849 Wallace ave. Upset price, $2.

PARCEL NO. 64. Iron fence, 1851 Wallace ave. Upset price, $2.

PARCEL NO. 65. Iron fence, 1853 Wallace ave. Upset price, $2.

PARCEL NO. 66. Iron fence, 1855 Wallace ave. Upset price, $2.

PARCEL NO. 67. Fence, 1857 Wallace ave. Upset price, $2.

PARCEL NO. 68. Fence, 1859 Wallace ave. Upset price, $2.

PARCEL NO. 69. Fence, 1861 Wallace ave. Upset price, $2.

PARCEL NO. 70. Fence and part of steps, 1863 Wallace ave. Upset price, $2.

PARCEL NO. 71. Fence and part of steps, 1865 Wallace ave. Upset price, $2.

PARCEL NO. 72. Fence and part of steps, 1867 Wallace ave. Upset price, $2.

PARCEL NO. 73. Fence and part of steps, 1869 Wallace ave. Upset price, $2.

PARCEL NO. 74. Fence and part of steps, 1871 Wallace ave. Upset price, $2.

PARCEL NO. 75. Fence and part of steps, 1873 Wallace ave. Upset price, $2.

PARCEL NO. 76. Fence and part of steps, 1872 Wallace ave. Upset price, $2.

PARCEL NO. 77. Fence and part of steps, 1877 Wallace ave. Upset price, $2.

PARCEL NO. 78. Fence and part of steps, 1879 Wallace ave. Upset price, $2.

PARCEL NO. 79. Fence and part of steps, 1881 Wallace ave. Upset price, $2.

PARCEL NO. 80. Fence and part of steps, 1883 Wallace ave. Upset price, $2.

PARCEL NO. 81. Fence and part of steps, 1885 Wallace ave. Upset price, $2.

PARCEL NO. 87. Fence, 1915 Wallace ave. Upset price, $2.

PARCEL NO. 90. Fence, 1812 Wallace ave. Upset price, $2.

PARCEL NO. 91. Fence, 1814 Wallace ave. Upset price, $2.

PARCEL NO. 92. Fence, 1816 Wallace ave. Upset price, $2.

PARCEL NO. 93. Fence, 1818 Wallace ave. Upset price, $2.

PARCEL NO. 94. Fence, 1820 Wallace ave. Upset price, $2.

PARCEL NO. 95. Fence, 1822 Wallace ave. Upset price, $2.

PARCEL NO. 96. Fence, 1824 Wallace ave. Upset price, $2.

PARCEL NO. 97. Fence, 1826 Wallace ave. Upset price, $2.

PARCEL NO. 98. Fence, 1828 Wallace ave. Upset price, $2.

PARCEL NO. 99. Fence, 1830 Wallace ave. Upset price, $2.

PARCEL NO. 100. Fence, 1832 Wallace ave. Upset price, $2.

PARCEL NO. 101. Fence and part of steps, 1834 Wallace ave. Upset price, $2.

PARCEL NO. 105. Fence and part of steps, 1846 Wallace ave. Upset price, $2.

PARCEL NO. 106. Fence and part of steps, 1848 Wallace ave. Upset price, $2.

PARCEL NO. 107. Fence and part of steps, 1850 Wallace ave. Upset price, $2.

PARCEL NO. 108. Fence and part of steps, 1852 Wallace ave. Upset price, $2.

PARCEL NO. 109. Fence and part of steps, 1854 Wallace ave. Upset price, $2.

PARCEL NO. 112. Fence and part of steps, 1866 Wallace ave. Upset price, $2.

PARCEL NO. 113. Fence and part of steps, 1868 Wallace ave. Upset price, $2.

PARCEL NO. 114. Fence and part of steps, 1870 Wallace ave. Upset price, $2.

PARCEL NO. 115. Fence and part of steps, 1872 Wallace ave. Upset price, $2.

PARCEL NO. 116. Fence and part of steps, 1874 Wallace ave. Upset price, $2.

PARCEL NO. 117. Fence and part of steps, 1876 Wallace ave. Upset price, $2.

PARCEL NO. 118. Fence and part of steps, 1878 Wallace ave. Upset price, $2.

PARCEL NO. 119. Iron fence and part of steps, 1880 Wallace ave. Upset price, $4.

PARCEL NO. 120. Iron fence and part of steps, 1882 Wallace ave. Upset price, $2.

PARCEL NO. 121. Iron fence and part of steps, 1884 Wallace ave. Upset price, $2.

PARCEL NO. 122. Fence and part of steps, 1886 Wallace ave. Upset price, $2.

PARCEL NO. 123. Fence and part of steps, 1888 Wallace ave. Upset price, $2.

PARCEL NO. 124. Fence and part of steps, 1890 Wallace ave. Upset price, $2.

PARCEL NO. 125. Fence and part of steps, 1892 Wallace ave. Upset price, $2.

PARCEL NO. 126. Fence and part of steps, 1894 Wallace ave. Upset price, $2.

PARCEL NO. 127. Fence and part of steps, 1896 Wallace ave. Upset price, $2.

PARCEL NO. 128. Fence and part of steps, 1900 Wallace ave. Upset price, $2.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 6th day of April, 1914, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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 to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

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 Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 6, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 16, 1914. m20,a6

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 THE BRONX:

TWENTY-THIRD AND TWENTY-FOURTH WARDS, SECTION 10.

RANDALL AVENUE—REGULATING, GRADING, BUILDING APPROACHES, ERECTING FENCES AND LAYING VITRIFIED PIPE, from Leggett ave. to the Bronx River. Area of assessment: Both sides of Randall ave., from Leggett ave. to the Bronx River, extending back a distance of 300 feet on each side of the improvement.

TWENTY-FOURTH WARD, SECTION 14.

SEWERS in HERMANY AVENUE, between Pugsley ave. and running east of Olmstead ave.; STORY AVENUE, between Pugsley ave. and summit east of Olmstead ave.; QUIMBY AVENUE, between Pugsley ave. and Castle Hill ave.; HOUGHTON AVENUE, between Pugsley ave. and Castle Hill ave.; CHATTERTON AVENUE, between Pugsley ave and Castle Hill ave.; BLACKROCK AVENUE, between Pugsley ave. and Castle Hill ave.; OLMSTEAD AVENUE, between Hermany ave. and Ellis ave.; WATSON AVENUE, between Pugsley ave .and E. 177th st.; EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET, south side, between Watson ave. and summit east of Watson ave.; HAVILAND AVENUE, between Pugsley ave. and summit east of Castle Hill ave.; POWELL AVENUE, between Pugsley ave. and summit east of Castle Hill ave.; GLEASON AVENUE, between Pugsley ave. and summit east of Castle Hill ave.; CASTLE HILL AVENUE, between Story ave. and Ludlow ave.; CASTLE HILL AVENUE, between Blackrock ave. and Watson ave.; CASTLE HILL AVENUE, east side, between Haviland ave. and E. 177th st.; CASTLE HILL AVENUE, west side, between E. 177th st. and Watson ave.; CASTLE HILL AVENUE, between Haviland and Gleason aves.; EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET, north side between Watson and Castle Hill aves.; in EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET, as follows: South side, between Haviland and Castle Hill aves.; both sides, between Powell and Haviland aves.; north side, between Olmstead and Powell aves.; south side, between Olmstead and Gleason aves., and north side between Gleason ave. and summit west of Gleason ave. Area of assessment affects property in Blocks Nos. 3679 to 3683, 3685 to 3689, 3693 to 3695, 3797 to 3803, 3806 to 3812, and 3817 to 3821, all inclusive.

TWENTY-FOURTH WARD, SECTION 14.

SEWERS in HAVEMEYER AVENUE, between Lafayette ave. and Watson ave.; EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET, south side, between Havemever ave. and summit east of Watson ave.; TURNBULL AVENUE, between Zerega ave. and Havemeyer ave.; HERMANY AVENUE, between Zerega ave. and summit west of Castle Hill ave.; STORY AVENUE, between Zerega ave. and the summit west of Castle Hill ave.; QUIMBY AVENUE, between Zerega ave. and Castle Hill ave.; HOUGHTON AVENUE, between Zerega ave. and Castle Hill ave.; CHATTERTON AVENUE, between Zerega ave. and Castle Hill ave.; BLACKROCK AVENUE, between Havemever ave. and Castle Hill ave.; EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET, north side, between Blackrock ave. and Watson ave.; WATSON AVENUE, between Havemever ave. and E. 177th st.; CASTLE HILL AVENUE, between Story ave. and Turnbull ave. Area of assessment affects property in Blocks Nos. 3684 to 3687, 3690 to 3701, 3815 to 3818, 3824, 3826 and 3825.

—that the same were confirmed by the Board of Revision of Assessments on March 26, 1914, and entered on March 26, 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 May 25, 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, March 26, 1914. a2,13

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.

FIFTH AVENUE—REGULATING, GRADING, CURBING, FLAGGING AND LAYING CROSSWALKS, from Broadway to Flushing ave. Area of assessment: Both sides of 5th ave., from Broadway to Flushing ave., and to the extent of half the block at the intersecting streets and avenues.

—that the same was confirmed by the Board of Revision of Assessments on March 26, 1914, and entered March 26, 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 assessment is payable to the Collestor 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 May 25, 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, March 26, 1914. a2,13

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.

GRADING LOTS at southwest corner of TENTH AVENUE and PROSPECT AVENUE. Area of assessment affects Lots 31, 32, 33, 35 and 37 in Block 871.

FOURTEENTH WARD, SECTION 8.

WYTHE AVENUE—REGULATING, GRADING SIDEWALK SPACE AND FLAGGING, from N. 12th st. to N. 13th st., including intersection at the latter point. Area of assessment: Both sides of Wythe ave., from N. 12th to N. 13th sts., and to the extent of half the block at the intersecting and terminating streets.

SEVENTEENTH WARD, SECTION 9.

CALYER STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Diamond st. and Russell st. Area of assessment: Both sides of Calver st., from Diamond to Russell sts., and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 5.

CROWN STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Nostrand and New York aves. Area of assessment: Both sides of Crown st., from Nostrand to New York aves., and to the extent of half the block at the intersecting avenues.

TWENTY-SIXTH WARD, SECTION 12

DOUGLAS STREET — REGULATING, GRADING, CURBING AND FLAGGING, from Dumont ave to Riverdale ave. Area of assessment: Both sides of Douglas st., from Dumont to Riverdale aves., and to the extent of half the block at the intersecting avenues.

TWENTY-NINTH WARD, SECTION 15.

KINGS HIGHWAY—GRADING LOTS, west side, between E. 95th st. and Rockaway parkday. Area of assessment affects Lot 28 in Block 4650 and Lot 68 in Block 4651.

TWENTY-NINTH WARD, SECTION 16

EAST FIFTEENTH STREET—PAVING, from Ditmas ave. to a line about 150 feet south of Newkirk ave. Area of assessment: Both sides of E. 15th st., from Ditmas ave. to Newkirk ave., and to the extent of half the block at the intersecting and terminating streets and avenues.

THIRD STREET—REGULATING, GRADING, CURBING AND FLAGGING, between 18th ave. and Foster ave. Area of assessment: Both sides of 3d st., from 18th ave. to Foster ave., and to the extent of 100 feet on each side of the improvement.

THIRTEENTH WARD, SECTION 18.

SEWERS in EIGHTY-FIRST STREET, between 3d and 4th aves.; FOURTH AVENUE, west side, between 80th and 81st sts.; and EIGHTY-SECOND STREET, between 3d and 4th aves. Area of assessment affects property in Blocks Nos. 5988, 5997 and 6007

SEVENTY-EIGHTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between 4th and 5th aves. Area of assessment: Both sides of 78th st., between 4th and 5th aves., and to the extent of half the block at the intersecting avenues.

EIGHTY-FIRST STREET—REGULATING, GRADING, CURBING AND FLAGGING, between 3d and 4th aves. Area of assessment: Both sides of 81st st., from 3d to 4th aves., and to the extent of half the block at the intersecting avenues.

SEVENTY-SIXTH STREET — REGULATING, GRADING AND CURBING, between 6th and 7th aves. Area of assessment: Both sides of 76th st., from 6th to 7th aves., and to the extent of half the block at the intersecting avenues.

THIRTY-FIRST WARD, SECTION 20

EAST TWELFTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Avenues N and O Area of assessment: Both sides of E. 12th st., from Avenue N to Avenue O, and to the extent of half the block at the intersecting avenues.

THIRTY-FIRST WARD, SECTION 21.

WEST THIRTIETH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Neptune ave. and a point 360 feet southerly of Surf ave. Area of assessment: Both sides of W. 30th st., from Neptune ave. to a point about 360 feet south of Surf ave., and to the extent of half the block at the intersecting streets

WEST SEVENTEENTH STREET—PAVING, from Surf ave to Neptune ave. Area of assessment: Both sides of W. 17th st., from Surf to Neptune aves., and to the extent of half the block at the intersecting avenues.

THIRTIETH AND THIRTY-FIRST WARDS, SECTIONS 19 AND 20.

SEWERS in TWENTY-FIRST AVENUE, from 75th st. to 84th st.; also in EIGHTEENTH AVENUE, from 63d st. to 75th st.; in NINETEENTH AVENUE, from 70th to 75th sts.; in TWENTIETH AVENUE, from 66th to 70th sts.; in BAY PARKWAY, west side, from 66th st. to 75th st.; SEVENTIETH STREET, from

18th to 19th aves., and from 20th ave. to Bay parkway; SEVENTY-FIFTH STREET, from Bay parkway to 17th ave.; in EIGHTY-THIRD STREET, from 20th ave. to 21st. ave.; in SIXTY-SIXTH STREET, from 19th ave. to 20th ave.; in SEVENTEENTH AVENUE, from 60th to 67th sts.; in SIXTY-SIXTH STREET, from 17th to 18th aves.; in SEVENTY-THIRD STREET, from 18th ave. westerly to end of existing sewer; in SIXTY-SEVENTH STREET, from 18th ave. to 19th ave.; NINETEENTH AVENUE, from 67th st. to 70th st., and in BAY RIDGE AVENUE, from a point 590 feet west of 18th ave. to 18th ave. Area of assessment affects property included in Blocks Nos. 5517, 5518, 5524, 5525, 5531 to 5533 inclusive, 5538 to 5540 inclusive, 5545 to 5548 inclusive, 5552 to 5557 inclusive, 5559 to 5562 inclusive, 5563, 5564, 5567 to 5572 inclusive, 5576 to 5580 inclusive, 6160 to 6164 inclusive, 6171 to 6175 inclusive, 6183, 6184, 6185, 6186, 6193 to 6197 inclusive, 6182, 6183, 6204 to 6208 inclusive, 6215 to 6219 inclusive, 6226 to 6230 inclusive, 6239, 6240, 6241, 6250 to 6253 inclusive, 6262 to 6265 inclusive, 6274 to 6277 inclusive, 6286 to 6289 inclusive, 6297 to 6300 inclusive, 6316 to 6318 inclusive, 6329, 6330, 6574 to 6578 inclusive, 6593, 6594 and 6595.

—that the same were confirmed by the Board of Assessors on March 24, 1914, and entered March 24, 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 Mechanics Bank Building, Court and Montague sts., 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 May 23, 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, March 24, 1914. m31,a10

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 8.

ONE HUNDRED AND SEVENTY-SECOND STREET—REGULATING, GRADING, CURBING, RECURBING AND PAVING, from Audubon ave. to Broadway. Area of assessment: Both sides of W. 172d st., from Broadway to Audubon ave., and to the extent of half the block at the intersecting streets.

—that the same was confirmed by the Board of Assessors on March 24, 1914, and entered on March 24, 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 assessments are 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, 3d floor, Municipal Building, 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 May 23, 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 late of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 24, 1914. m28,a8

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 RICHMOND:

FIRST WARD.

KNOX STREET—REGULATING AND GRADING, between Richmond terrace and Market st. Area of assessment: Both sides of Knox st., from Richmond terrace to Market st., and to the extent of half the block on each side of the improvement.

—that the same was confirmed by the Board of Assessors on March 24, 1914, and entered March 24, 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 in section 1019 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, in the Borough Hall, St. George, Borough of Richmond, 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 May 23, 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, March 24, 1914. m28,a8

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.

SUNSWICK STREET — REGULATING, GRADING, CURBING AND FLAGGING, between Payntar ave. and North Jane st. Area of assessment: Both sides of Sunswick st., from Payntar ave. to North Jane st., and to the extent of half the block at the intersecting streets.

FILLING IN LOT 22, in BLOCK 63, bounded by Van Alst ave., East ave., 3d st. and 4th st. Area of assessment affects Lot 22, in Block 63.

GOODRICH STREET — REGULATING, GRADING, CURBING AND FLAGGING, from Ditmars ave. to Flushing ave. Area of assessment: Both sides of Goodrich st., from Ditmars ave. to Flushing ave., and to the extent of half the block at the intersecting streets and avenues.

—that the same were confirmed by the Board of Assessors on March 24, 1914, and entered March 24, 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 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 May 23, 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, March 24, 1914. m28,a8

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.

RECEIVING BASIN at the southwest corner of ST. ANN'S AVENUE AND EAST ONE HUNDRED AND SIXTY-FIRST STREET. Aera of assessment affects property in Block 2360.

REFLAGGING SIDEWALKS at the southwest corner of THIRD AVENUE AND EAST ONE HUNDRED AND FORTY-NINTH STREET. Area of assessment affects Lot 56 in Block 2327.

TWENTY-THIRD WARD, SECTION 10.

LONGWOOD AVENUE—PAVING, from Southern boulevard to Westchester ave. Area of assessment: Both sides of Longwood ave., from Southern boulevard to Westchester ave.

WHITTIER STREET — REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES, DRAINS, WALLS AND ERECTING FENCES, from Seneca ave. to Layfayette ave. Area of assessment: Both sides of Whittier st., from Lafayette ave. to Seneca ave., and to the extent of half the block at the intersecting avenues.

EAST ONE HUNDRED AND SIXTY-FIFTH STREET—PAVING AND SETTING CURB, from Union ave. to Stebbins ave. Area of assessment: Both sides of E. 165th st., from Union ave. to Stebbins ave., and to the extent of half the block at the intersecting avenues.

RECEIVING BASINS at the northeast, northwest, southeast and southwest corners of LONGFELLOW AVENUE AND SENECA AVENUE. Area of assessment affects property in Blocks Nos. 2761 and 2762.

TWENTY-FOURTH WARD, SECTION 11.

VYSE AVENUE—PAVING AND ADJUSTING CURB, from E. 172d st. to E. 173d st., and between E. 173d st. and E. 177th st. Area of assessment: Both sides of Vyse ave., from E. 172d st. to E. 177th st., and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 13.

WEST TWO HUNDRED AND SIXTY-FIRST STREET—PAVING AND ADJUSTING CURB, from Riverdale ave. to Broadway. Area of assessment: Both sides of W. 261st st., from Riverdale ave. to Broadway and to the extent of half the block at the intersecting streets and avenues.

TWENTY-FOURTH WARD, SECTION 15.

GLEBE AVENUE—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from Westchester ave. to Zerega ave. Area of assessment: Both sides of Glebe ave., from Westchester ave. to Zerega ave., and to the extent of half the block at the intersecting streets and avenues.

SEWERS in ST. LAWRENCE AVENUE, between Tremont ave. and Merrill st., and, in COMMONWEALTH AVENUE, between Tremont ave. and Merrill st. Area of assessment affects property in Blocks Nos. 3896, 3897, 3898, 3914, 3915 and 3916.

TWENTY-FOURTH WARD, SECTIONS 14 AND 15.

PUGSLEY AVENUE — REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from McGraw ave. to Tremont ave. Area of assessment: Both sides of Pugsley ave., from McGraw ave. to Tremont ave., and to the extent of half the block at the intersecting avenues.

TWENTY-FOURTH WARD, SECTION 15.

PARKER STREET—SEWER, between Westchester ave. and Castle Hill ave. Area of assessments affects property on both sides of above street, between the avenues aforesaid mentioned and also include property in Blocks Nos. 3814, 3932 to 3935 inclusive, 3938, 3944 to 3948 inclusive, 3959 to 3972 inclusive, 3977, 3979, 3989 to 3999 inclusive, 4001, 4042, 4057 to 4070 inclusive, 4078, 4084 to 4087 inclusive, 4091 to 4099 inclusive, 4100 to 4110 inclusive, 4124 to 4132 inclusive, 4270 to 4273 inclusive, 4303 to 4306 inclusive, 4330, 4331, 4332 and 4334.

—that the same were confirmed by the Board of Assessors on March 24, 1914, and entered on March 24, 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 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 May 23, 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, March 24, 1914. m28,a8

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 THE BRONX:

TWENTY-FOURTH WARD, SECTION 13.

SPUYTEN DUYVIL ROAD—OPENING, from Spuyten Duyvil parkway, near the Spuyten Duyvil depot to the junction of Riverdale ave. and W. 230th st. Confirmed June 22, 1910, and February 28, 1914; entered March 23, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate, lying 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 point of intersection of the northerly line of the Harlem River (ship canal) with the westerly line of the New York Central and Hudson River Railroad; running thence northerly along said westerly line of the railroad to its intersection with a line parallel to and distant 100 feet northerly from the northerly line of W. 236th st.; thence easterly along the said line parallel to W. 236th st. to its intersection with a line parallel to and distant 100 feet easterly from the easterly line of Broadway; thence southerly along said line parallel to Broadway to its intersection with the easterly line of Spuyten Duyvil Creek; thence northerly, westerly and southwesterly along the easterly, northerly and northwesterly line of Spuyten Duyvil Creek to its intersection with the northerly line of the Harlem River (ship canal); thence in a westerly direction along the northerly line of the Harlem River (ship canal) 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, 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 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, 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 May 22, 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.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 23, 1914. m26,a6

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

Sales of Tax Liens.

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

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.

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 9, 1914.

FOR FURNISHING AND DELIVERING GRANITE 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 one hundred (100) 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 March 24, 1914. m28,a9

☞See General Instructions to Bidders on last page, last column, of the "City Record."

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 o'clock a. m., on

MONDAY, APRIL 13, 1914.

FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, 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 contract.

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.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

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 1, 1914. a1,13

☞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 Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 13, 1914.

Borough of Brooklyn.

No. 1. FOR ITEM 1, GENERAL CONSTRUCTION, ALSO ITEM 2, PLUMBING AND DRAINAGE OF NEW PUBLIC SCHOOL 95, ON THE NORTHEASTERLY CORNER OF VAN SICKLEN ST. AND NECK ROAD, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work of each item will be two hundred and fifty (250) working days, as provided in the contract.

The amount of security required is as follows: Item 1, $80,000; Item 2, $6,000.

The deposit accompanying bid on each item shall be five (5) per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

On No. 1 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 1, 1914. a1,13

☞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 Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 13, 1914.

Borough of Brooklyn.

No. 2. FOR FURNISHING AND DELIVERING MATERIALS FOR USE OF MECHANICS, FURNITURE DIVISION, BUILDING BUREAU, IN THE PUBLIC SCHOOLS OF THE BOROUGH OF BROOKLYN.

The time for delivery of the materials and the performance of the contract is by or before the 31st day of December, 1914.

Each bid or estimate must be accompanied by a certified check or cash to the amount of two and one-half (2½) per centum of the amount of the total aggregate cost of all items bid upon.

In case the aggregate cost of all items awarded to any one contractor is less than one thousand dollars ($1,000), nor bond or contract will be dollars ($1,000), no bond or contract will be necessary for such contractor.

Only one bid will be received from a bidder for each item.

The attention of all intending bidders is expressly called to pages 1, 2 and 3 of the printed specifications.

Award of contract will be made as soon as practicable after the opening of bids.

Bidders must be prepared to submit duplicate samples upon demand. Award will be made to the lowest bidder on each item or classes of items, where indicated, whose sample is equal to the sample of the Board of Education or referred to by catalog number.

Bidders must state the price of each item contained in the specifications, by which the bids will be tested.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, specifications and further information may be obtained at the office of the Superintendent of School Buildings, 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 1, 1914. a1,13

☞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 Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 13, 1914.

Borough of Manhattan.

No. 3. FOR ALTERATIONS, REPAIRS, ETC., AT PUBLIC SCHOOLS 4, 13, 14, 19, 20, 25, 35, 40, 47, 50, 63, 79, 91, 104, 161, WASHINGTON IRVING HIGH SCHOOL AND STUYVESANT HIGH SCHOOL, BOROUGH OF MANHATTAN.

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. 4, $300; P. S. 13, $200; P. S. 14, $300; P. S. 19, $300; P. S. 20, $200; P. S. 25, $200; P. S. 35, $300; P. S. 40, $100; P. S. 47, $100; P. S. 50, $300; P. S. 63, $200; P. S. 79, $200; P. S. 91, $200; P. S. 104, $200; P. S. 161, $100; W. I. H. S., $100; S. H. S., $200.

The deposit accompanying bid on each school shall be five (5) per centum of the amount of security.

A separate proposal must be submitted for each school and award will be made thereon.

On No. 3 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.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated April 1, 1914. a1,13

☞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 Buildings at the above office of the Department of Education until 11 o'clock a. m., on

MONDAY, APRIL 13, 1914.

Various Boroughs.

No. 4. FOR FURNISHING AND DELIVERING MATERIALS FOR USE OF MECHANICS (HEATING DIVISION), BUILDING BUREAU, IN THE PUBLIC SCHOOLS OF THE CITY OF NEW YORK.

No. 5. FOR FURNISHING AND DELIVERING MATERIALS FOR USE OF MECHANICS (ELECTRICAL DIVISION) BUILDING BUREAU, IN THE PUBLIC SCHOOLS OF THE CITY OF NEW YORK.

The time for the delivery of the materials and the performance of the contract is by or before the 31st day of December, 1914.

Each bid or estimate must be accompanied by a certified check or cash to the amount of two and one-half (2½) per centum of the amount of the total aggregate cost of all items bid upon.

In case the aggregate cost of all items awarded to any one contractor is less than one thousand dollars no bond or contract will be necessary for such contractor.

Only one bid will be received from a bidder for each item.

The attention of all intending bidders is expressly called to pages 1, 2 and 3 of the printed specifications.

Award of contract will be made as soon as practicable after the opening of bids.

Bidders must be prepared to submit duplicate samples upon demand.

Award will be made to the lowest bidder on each item or classes of items, where indicated, whose sample is equal to the sample of the Board of Education, or referred to by catalog number.

The bidders must state the price of each item contained in the specifications, by which the bids will be tested.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, specifications and further information may be obtained at the office of the Superintendent of School Buildings, 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 March 25, 1914. m25,a6

☞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 3 o'clock p. m., on

MONDAY, APRIL 6, 1914.

Borough of Brooklyn.

NO. 1. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 179, ON THE SOUTHERLY SIDE OF AVENUE C, BETWEEN E. 2D AND E. 3D STS., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work of each item will be one hundred and twenty (120) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $20,000; Item 2, $1,600.

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.

NO. 2. FOR FURNISHING AND DELIVERING GLASS TO VARIOUS SCHOOLS IN THE 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 Two Thousand Dollars ($2,000).

The bid to be submitted must include the entire work on all schools, and award will be made thereon.

The deposit accompanying bid shall be five per centum of the amount of security.

On No. 1 the bidders must state the price of each item by which the bids will be tested.

On No. 2 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder.

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. m25,a6

Dated March 25, 1914.

☞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 3 o'clock p. m., on

MONDAY, APRIL 6, 1914.

Borough of Brooklyn.

NO. 3. FOR FURNISHING AND DELIVERING MATERIALS FOR USE IN BUILDING BUREAU BY REPAIR DIVISION, IN THE PUBLC SCHOOLS OF THE BOROUGH OF BROOKLYN.

The time for delivery of the materials and the performance of the contract is by or before the 31st day of December, 1914.

Each bid or estimate must be accompanied by a certified check or cash to the amount of 2½ per centum of the amount of the total aggregate cost of all items bid upon.

In case the aggregate cost of all items awarded to any one contractor is less than One Thousand Dollars no bond or contract will be necessary for such contractor.

Only one bid will be received from a bidder for each item.

The attention of all intending bidders is expressly called to pages 1, 2 and 3 of the printed specifications.

Award of contract will be made as soon as practicable after the opening of bids.

Bidders must be prepared to submit duplicate samples upon demand.

Award will be made to the lowest bidder on each item or classes of items, where indicated, whose sample is equal to the sample of the Board of Education, or referred to by catalog number.

The bidders must state the price of each item contained in the specifications, by which the bids will be tested.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, specifications and further information may be obtained at the office of the Superintendent of School Buildings, 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 March 25, 1914. m25,a6

☞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 3 o'clock p. m., on

MONDAY, APRIL 6, 1914.

Borough of Brooklyn.

NO. 4. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 14, ON THE NORTHWESTERLY CORNER OF FAIRVIEW AND HILLSIDE AVES., CORONA HEIGHTS, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be one hundred (100) working days, as provided in the contract.

The amount of security required is Three Thousand Dollars ($3,000).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 5. FOR ITEM 1, GENERAL CONSTRUCTION, ALSO ITEM 2, PLUMBING AND DRAINAGE OF NEW PUBLIC SCHOOL 91, ON THE SOUTH SIDE OF CENTRAL AVE., BETWEEN FOLSOM AND FOSDICK AVES., GLENDALE, BOROUGH OF QUEENS.

The time allowed to complete the whole work on each item will be two hundred and seventy-five working days, as provided in the contract.

The amount of security required is as follows: Item 1, $100,000; Item 2, $8,000.

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.

NO. 6. FOR INSTALLING ELECTRIC EQUIPMENT IN RICHMOND HILL HIGH SCHOOL, ON STOOTHOFF AND RIDGEWOOD AVES., RICHMOND HILL, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be forty (40) working days, as provided in the contract.

The amount of security required is Fourteen Hundred Dollars ($1,400).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 7. FOR FURNISHING AND SECURING IN POSITION FIRE EXTINGUISHERS IN VARIOUS SCHOOLS IN THE BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be thirty (30) working days, as provided in the contract.

The amount of security required is Seven Hundred Dollars ($700).

The deposit accompanying bid shall be five per centum of the amount of security.

The bid to be submitted must include the entire work on all schools, and award will be made thereon.

On Nos. 4, 6 and 7 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder on each contract.

On No. 5 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 March 25, 1914. m25,a6

☞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 15, 1914.

1. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 5" CONCRETE FOUNDATION THE ROADWAY OF CARROLL ST., FROM BEDFORD AVE. TO ROGERS AVE.

The Engineer's estimate is as follows:

2,620 square yards asphalt pavement (5 years maintenance).

365 cubic yards concrete.

585 cubic yards excavation to subgrade.

Time allowed, 30 working days. Security required, $1,800.

2. FOR REGULATING, GRADING CURBING AND LAYING SIDEWALKS ON CRESCENT ST., FROM BLAKE AVE. TO VIENNA AVE.

The Engineer's estimate is as follows:

36,990 cubic yards fill (to be furnished).

3,340 linear feet cement curb (1 year maintenance).

16,020 square feet cement sidewalks (1 year maintenance).

Time allowed, 200 working days. Security required, $8,800.

3. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON E. 38TH ST., FROM AVENUE K NORTH TO THE LONG ISLAND RAILROAD.

The Engineer's estimate is as follows:

240 linear feet old curbstone reset in concrete.

450 cubic yards excavation.

310 cubic yards fill (not to be bid for).

3,620 linear feet cement curb (1 year maintenance).

11,820 square feet cement sidewalks (1 year maintenance).

Time allowed, 35 working days. Security required, $1,400.

4. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4" CONCRETE FOUNDATION THE ROADWAY OF E. 38TH ST., FROM AVENUE K NORTH TO THE LONG ISLAND RAILROAD.

The Engineer's estimate is as follows:

6,415 square yards asphalt pavement (5 years maintenance).

715 cubic yards concrete.

60 linear feet bluestone heading stones set in concrete.

1,250 cubic yards excavation to subgrade.

Time allowed, 35 working days. Security required, $4,000.

5. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON E. 40TH ST., FROM AVENUE I TO AVENUE K.

The Engineer's estimate is as follows:

20 linear feet old curbstone reset in concrete.

170 cubic yards excavation.

490 cubic yards fill (to be furnished).

2,860 linear feet cement curb (1 year maintenance).

200 square feet old flagstones relaid.

13,460 square feet cement sidewalks (1 year maintenance).

Time allowed, 35 working days. Security required, $1,400.

6. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON E. 94TH ST., FROM EAST NEW YARK AVE. TO LINDEN AVE., AND FROM A POINT 80 FEET SOUTH OF DITMAS AVE. TO AVENUE M.

The Engineer's estimate is as follows:

7,080 cubic yards excavation.

34,920 cubic yards fill (to be furnished).

20,180 linear feet cement curb (1 year maintenance).

250 square feet old flagstones relaid (not to be bid for).

98,200 square feet cement sidewalks (1 year maintenance).

Time allowed, 200 working days. Security required, $15,000.

7. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON PINE ST., FROM ATLANTIC AVE. TO FULTON ST.

The Engineer's estimate is as follows:

10 linear feet old curbstone reset in concrete.

320 cubic yards excavation.

720 cubic yards fill (to be furnished).

1,310 linear feet cement curb (1 year maintenance).

6,730 square feet cement sidewalks (1 year maintenance).

Time allowed, 30 working days. Security required, $800.

8. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON RAILROAD AVE., FROM GLENMORE AVE. TO SUTTER AVE.

The Engineer's estimate is as follows:

20 linear feeet old curbstone, reset in concrete.

1,180 cubic yards excavation.

1,530 cubic yards fill (to be furnished).

2,510 linear feet cement curb (1 year maintenance).

12,800 square feet cement sidewalks (1 year maintenance).

Time allowed, 40 working days. Security required, $1,600.

9. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON 11TH AVE., 60TH ST. TO 52D ST.

The Engineer's estimate is as follows:

3,110 linear feet new curbstone, set in concrete.

20 linear feet old curbstone, reset in concrete.

2,470 cubic yards excavation.

1,070 cubic yards fill (not to be bid for).

15,210 square feet cement sidewalks (1 year maintenance).

Time allowed, 40 working days. Security required, $2,200.

10. FOR CURBING AND LAYING SIDEWALKS ON 12TH AVE., FROM 86TH ST. TO DYKER BEACH PARK.

The Engineer's estimate is as follows:

2,210 linear feet cement curb (1 year maintenance).

10,810 square feet cement sidewalks (1 year maintenance).

Time allowed, 30 working days. Security required, $900.

11. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON 16TH AVE., FROM 60TH ST. TO THE SEA BEACH RAILROAD.

The Engineer's estimate is as follows:

530 cubic yards excavation.

360 cubic yards fill (not to be bid for).

1,500 linear feet cement curb (1 year maintenance).

5,780 square feet cement sidewalks (1 year maintenance).

Time allowed, 30 working days. Security required, $600.

12. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON 56TH ST., FROM FORT HAMILTON AVE. TO 11TH AVE.

The Engineer's estimate is as follows:

30 linear feet old curbstone, reset in concrete.

460 cubic yards excavation.

40 cubic yards fill (not to be bid for).

1,340 linear feet cement curb (1 year maintenance).

4,510 square feet cement sidewalks (1 year maintenance).

Time allowed, 25 working days. Security required, $600.

13. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4" CONCRETE FOUNDATION THE ROADWAY OF 56TH ST., FROM FT. HAMILTON AVE. TO 11TH AVE.

The Engineer's estimate is as follows:

2,285 square yards asphalt pavement (5 years maintenance).

255 cubic yards concrete.

80 linear feet bluestone heading stones, set in concrete.

445 cubic yards excavation to subgrade.

Time allowed, 30 working days. Security required, $1,500.

14. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 5" CONCRETE FOUNDATION THE ROADWAY OF 62D ST., FROM 6TH AVE. TO 7TH AVE.

The Engineer's estimate is as follows:

2,400 square yards asphalt pavement (5 years maintenance).

335 cubic yards concrete.

30 linear feet bluestone heading stones set in concrete.

530 cubic yards excavation to subgrade.

Time allowed, 30 working days. Security required, $1,700.

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 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.*

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 March 30, 1914. a3,15

☞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 at the above named office, by the President of the Borough of Brooklyn, until 11 o'clock a. m., on

WEDNESDAY, APRIL 8, 1914.

1. FOR FURNISHING AND DELIVERING JANITORS' MISCELLANEOUS SUPPLIES TO THE BUREAU OF PUBLIC BUILDINGS AND OFFICES, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the articles and full performance of the contract is sixty (60) calendar days.

2. FOR FURNISHING AND DELIVERING TOILET SOAP FOR THE BUREAU OF PUBLIC BUILDINGS AND OFFICES, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the articles and full performance of the contract is one hundred (100) calendar days.

The amount of security required in each instance shall be thirty (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 pound, dozen, gallon 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 Bureau of Public Buildings and Offices, Room 29, Municipal Building, Borough of Brooklyn. L. H. POUNDS, President.

m27,a8

☞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 8, 1914.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN 65TH ST., SOUTH SIDE, BETWEEN 18TH AND 19TH AVES., AND AN OUTLET SEWER IN 19TH AVE., BETWEEN 65TH AND 67TH STS.

The Engineer's preliminary estimate of the quantities is as follows:

No. 1. 257 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50	$642 50
No. 2. 258 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2	516 00
No. 3. 788 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.50	1,182 00
No. 4. 785 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85	667 25
No. 5. 9 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	450 00
No. 6. 1 sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culverts, including all incidentals and appurtenances; per basin, $125	125 00
No. 7. 1,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18	18 00
Total	$3,600 75

The time allowed for the completion of the work and full performance of the contract will be fifty (50) working days.

The amount of security required will be Seventeen Hundred Dollars ($1,700).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SEWER IN 15TH AVE., FROM 38TH ST. NORTHERLY TO THE RIGHT OF WAY OF THE BROOKLYN RAPID TRANSIT RAILROAD.

The Engineer's preliminary estimate of the quantities is as follows:

No. 1. 172 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80	$309 60
No. 2. 240 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85	204 00
No. 3. 2 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	100 00
No. 4. 1,500 feet, board measure, of sheeting and bracing, driven and left in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18	27 00
Total	$640 60

The time allowed for the completion of the work and full performance of the contract will be twenty (20) working days.

The amount of security will be Three Hundred Dollars ($300).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN CROWN ST., FROM BEDFORD AVE. TO ROGERS AVE.

The Engineer's preliminary estimate of the quantities is as follows:

97 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.75	$266 75
741 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.70	1,259 70
1,203 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85	1,022 55
7 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
4,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18	72 00
Total	$2,971 00

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 Five Hundred Dollars ($1,500).

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.

m27,a8 L. H. POUNDS, 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 9, 1914.
Borough of The Bronx,

FOR FURNISHING AND DELIVERING REFINED COAL TAR FOR PARKS, BOROUGH OF THE BRONX.

The time allowed for the completion of the contract is 100 calendar days.

The amount of security required is thirty (3`) per cent. of the total amount for which the contract is awarded.

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, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

GEORGE CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks. m28,a9

☞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.

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

WEDNESDAY, APRIL 8, 1914.
Borough of Brooklyn.

FOR DISMANTLING AND TRANSPORTING FROM PUMPING STATION NO. 3, BOROUGH OF QUEENS, TO THE WANTAGH PUMPING STATION, LONG ISLAND, TWO (2) WATER-TUBE BOILERS AND RE-ERECTING THEM COMPLETE IN PLACE, ETC.

The time allowed for doing and completing the entire work will be fifty (50) working days.

The security required will be Two Thousand Dollars ($2,000).

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 award will be made to the lowest formal bidder.

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.

March 25, 1914. m28,a8

☞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

WEDNESDAY, APRIL 8, 1914.
All Boroughs.

FOR FURNISHING AND DELIVERING CLEANSING COMPOUNDS, DRUGS AND CHEMICALS, ELECTRICAL SUPPLIES, HYDRANT PARTS, PAINTS, LINSEED OIL, TURPENTINE, BRICK (NORTH RIVER) AND FIRE; FIRE CLAY, LUMBER, ROOFING FELT, SADDLERY, COTTON WASTE, HARDWARE, CHARTS, CANDLES, CHEESECLOTHS, WIPING CLOTHS, PAPER, CLOCKS, WATCHES, THERMOMETERS, FORAGE, ETC.

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 thirty (30) per cent. of the total amount for which the contract is awarded.

The bidder will state the price per unit of each item of work or supplies contained in the specifications or schedules, by which the bids will be tested. The bids will be compared and award made to the lowest formal bidder on each item or lot number.

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.

WILLIAM WILLIAMS, Commissioner.

Dated March 25, 1914. m28,a8

☞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

WEDNESDAY, APRIL 8, 1914.
Borough of Richmond.

1. FOR HAULING AND LAYING WATER MAINS AND APPURTENANCES IN BANK, ELIZABETH, JERSEY, JOHN, MORRIS AND ROE STREETS; IN DELAFIELD, GLEN, MYRTLE, NEW YORK, ONTARIO, POST AND SOUTH AVENUES; IN FRESH KILLS ROAD AND IN RICHMOND TURNPIKE.

The time allowed for doing and completing the entire work will be fifty (50) working days.

The security required will be Six Thousand Dollars ($6,000).

2. FOR FURNISHING, DELIVERING AND LAYING WATER MAINS AND APPURTENANCES IN ARENTS, BELMONT, BUTLER, CEDAR, GROVE, CENTER, CRESCENT, ELLIOTT, HOPE, NELSON, SEAVIEW, ST. PAUL'S TERRACE, WASHINGTON AND WOODSIDE AVES.; BAYWAY, BRIGHTON, CHESTNUT, DIVISION, GRANT, KNOX, ROCKAWAY, SAND AND SLEIGHT STS.; IN ANNADALE, PORT RICHMOND AND WILLOW BROOK ROADS; IN ACADEMY, BARING, EUREKA AND GRACE CHURCH PLACES; IN BROADWAY, AND IN NEW DORP LANE.

The time allowed for doing and completing the entire work will be one hundred and twenty-five (125) working days.

The security required will be Thirty-five Thousand Dollars ($35,000).

The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or 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 specifications and schedule of quantities on 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 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.

WILLIAM WILLIAMS, Commissioner.

Dated March 25, 1914. m28,a8

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT the consideration of the communication from the Public Service Commission for the First District transmitting resolutions adopted by said Commission establishing route and general plan of construction for an additional rapid transit railway in the Borough of Brooklyn, to be known as Utica Avenue Route, and requesting the approval and consent of this Board thereto, which was by resolution adopted March 20, 1914, fixed for March 27, 1914, was continued until April 3, 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 March 27, 1914. m30,a3

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 Union Railway Company of New York City has, under date of March 31, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate street surface railway extensions to its existing system upon and along the following routes:

First—East 136th street, from 3d avenue to Lincoln avenue, Borough of The Bronx.

Second—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.

Third—From the intersection of the Willis avenue and Southern boulevard approaches to the Willis Avenue Bridge, upon and over said Southern boulevard or easterly approach to Southern boulevard, in the Borough of The Bronx; and

Whereas, Section 172 of the Railroad Law and 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 April 10, 1913, fixing the date for a public hearing thereon, as May 8, 1913, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Evening Mail" and "New York Press," 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 Union Railway Company of New York City, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Union Railway Company of New York City, containing the form of the 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 Union Railway Company of New York City the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of 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 , 1914, 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 Union Railway Company of New York City (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 double and single track extensions to its present street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Boroughs of Manhattan and The Bronx, in The City of New York, upon the following routes, to wit:

First—Beginning at and connecting with the existing tracks of the Company in Lincoln avenue; thence westerly by double track in, upon and along East 136th street to and connecting with the existing tracks of the Company in 3d avenue, Borough of The Bronx, in order that the title of said Company to operate over such route may be perfected and legalized.

Second—Beginning at and connecting with the existing tracks of the Company in Willis avenue, at or near the northerly side of East 134th street, Borough of The Bronx; thence southerly by double track in, upon and along Willis avenue and upon and over the Willis Avenue Bridge and its approaches to East 125th street, Borough of Manhattan; thence by double track westerly in, upon and along said East 125th street and West 125th street to Manhattan street; thence by double track westerly in, upon and along said Manhattan street to West 129th street; thence westerly by single track in, upon and along said Manhattan street to 12th avenue; thence southerly by double track in, upon and along said 12th avenue to West 129th street; thence easterly by single track in, upon and along said West 129th street to Manhattan street, and there connecting with the existing east-bound track in said Manhattan street.

Third—Beginning at and connecting with the above described tracks on the Willis Avenue Bridge at the intersection of the northerly and easterly approaches to said bridge; thence easterly and northerly by double track upon and over said easterly approach to and connecting with the existing tracks in Southern boulevard, Borough of The Bronx.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said routes. The said routes, with turnouts, switches and crossovers, hereby authorized, are shown upon two maps entitled, respectively:

(a) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Borough of The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

(b) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

—each of said maps is signed by Edward A. Maher, Vice-President, and T. F. Mullaney, Chief Engineer, a copy of each of said maps 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 additional turnouts, switches and crossovers which are consistent with the foregoing descriptions and the other provisions of this contract may be permitted by resolution of the Board.

The first and third routes above described to be operated by the Company as parts of continuous routes in connection with its existing lines in the Borough of The Bronx and the second route above described to be operated by the Company as part of a continuous route in connection with its existing lines in the Borough of The Bronx, to and over the Willis Avenue Bridge and its approaches, to 125th street in the Borough of Manhattan, and by means of trackage agreements with other companies upon and along 125th street and other streets to the intersection of Manhattan street and 12th avenue, and upon failure of the Company to so operate said routes, the rights hereby granted shall cease and determine.

Nothing in this contract shall be construed as permitting the construction of more than one double track street surface railway upon any of the routes hereinabove described.

Section 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 railway 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 railway ought to be constructed; otherwise this grant shall cease and determine.

Second—That said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until August 2, 1936, with the privilege of renewal of said contract for the further period of twenty-five (25) 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 twenty-five (25) 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 therefore 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—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of one thousand dollars ($1,000) in cash within three (3) months 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 of five (5) years, an annual sum which shall in no case be less than three thousand eight hundred and seventy-five dollars ($3,875), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three thousand eight hundred and seventy-five dollars ($3,875).

During the second term of five (5) years, an annual sum which shall in no case be less than seven thousand one hundred dollars ($7,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand one hundred dollars ($7,100).

During the third term of five (5) years, an annual sum which shall in no case be less than seven thousand eight hundred dollars ($7,800), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand eight hundred dollars ($7,800).

During the fourth term of five (5) years, an annual sum which shall in no case be less than

eight thousand six hundred dollars ($8,600), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of eight thousand six hundred dollars ($8,600).

During the remaining term, expiring August 2, 1936, an annual sum which shall in no case be less than nine thousand four hundred and fifty dollars ($9,450), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of nine thousand four hundred and fifty dollars ($9,450).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company from all sources within the limits of the City as shall bear the same proportion to its whole gross receipts as the length of the extensions hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

(c) For the use of the Willis Avenue Bridge and its approaches during the term expiring August 2, 1916, an annual sum of two thousand five hundred dollars ($2,500); during the succeeding term of five (5) years expiring August 2, 1921, an annual sum of two thousand seven hundred and fifty dollars ($2,750), and during the remaining term of fifteen (15) years expiring August 2, 1936, an annual sum of five thousand dollars ($5,000). The compensation herein reserved shall commence from the date on which this contract is signed by the Mayor.

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.

Whenever the percentage required to be paid shall exceed the minimum amount as above, then such sum over and above such minimum shall be paid on or before November 1 in each year for the year ending September 30 next preceding.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law, as amended, and such charges as are required under chapter 340 of the Laws of 1892 to be paid by the Company for these extensions, if said act applies to or controls the Company in relation to the rights and privileges hereby granted.

The City does not and shall not demand or require the payment by the Company of a percentage of gross receipts under the provisions of chapter 340 of the Laws of 1892, on the gross receipts earned on the extensions constructed pursuant to this contract.

And 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.

Fourth—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.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the routes hereinbefore described, and the Company shall not at any time oppose, but shall, upon request of the Board, consent to the use for street surface railway purposes of the tracks and appurtenances covered by this grant, or any portion thereof, by any such other corporation or individual which may receive a franchise therefor from the City.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the routes herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted, and of the name of the corporation or individual to which such right has been granted.

At the expiration of the ninety (90) days after the giving of such notice such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company and shall have the right to continue such operation until this contract, or the right to use such property under the terms of this contract granted said corporation or individual by the City, shall expire. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be 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 such corporation or individual, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators, as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privileges. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party 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 (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Supreme Court upon the application of either party.

Sixth—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 any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—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 and upon the bridge 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.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract, and the said streets, avenues and bridge shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the consents of the property owners are filed with the Board or from the date of the 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 railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right 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 that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; 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 the 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.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway 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.

Tenth—Said railway 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 railway 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 and upon the bridge 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 railway within the limits of the City, whether the same be upon streets and avenues or upon the bridge and its approaches, or upon private property shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—The portion of said railway in the Borough of Manhattan shall be operated by underground electric power substantially similar to the system of underground electric power now used by the street surface railways in the Borough of Manhattan; provided that any other power may be used, except locomotive steam power, horse power or overhead electric power, which may be lawfully used, 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. The portion of said railway in the Borough of The Bronx and upon the Willis Avenue Bridge and its approaches, may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of The Bronx; provided that any other power may be used, except locomotive steam power or horse power, which may be lawfully used, 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.

Provided, however, that the Board, upon giving to the Company one (1) year's notice, may require the Company to operate its railway upon the whole or upon any portion of the routes herein authorized by underground electric power substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and upon the bridge and its approaches, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets, avenues and bridge of the City.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the routes hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway, and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride, from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized, other than passenger cars and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders and wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues or bridge in or upon which said railway shall be constructed, shall cause to be watered at least three (3) times every twenty-four (24) hours when the temperature is above thirty-five (35) degrees Fahrenheit, the entire width of the streets, avenues and bridge, except when the width of such streets, avenues and bridge shall exceed sixty (60) feet between the curb lines, in which case the Company shall cause to be watered only sixty (60) feet in width of such roadway, and the Company shall provide for such purpose at least one tank car, the capacity of which shall be sufficient to water such streets, avenues and bridge in a satisfactory manner.

Twentieth—The Company shall at all times keep the streets, aveneus and bridge, upon which the said railway is constructed, 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 Commissioner of Street Cleaning, 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.

And provided, further, that the Company shall, at the option of the Commissioner of Bridges, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of roadway upon the bridge and its approaches.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, or upon the bridge, the Company shall pave and keep in permanent repair that portion of the surface of the street, avenue or bridge in or upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to pave or repair the pavement on the streets after the expiration of twenty (20) days' notice to do so from the President of the Borough having jurisdiction, or in case of the neglect of the Company to pave or repair the pavement on the bridge after the expiration of thirty (30) days' notice so to do from the Commissioner of Bridges, said President or said Commissioner, as the case may be, may pave or repair 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.

Twenty-second—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 railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues or upon the bridge, 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-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway 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 and 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.

Twenty-fifth—The Company shall keep and maintain the tracks and the electrical equipment upon the bridge and its approaches necessary for the operation of cars thereon in good order and repair and in such manner as shall be approved and directed by the Commissioner of Bridges, and shall furnish all motive power required by the Commissioner of Bridges for the operation of its cars. If deemed necessary by the Commissioner of Bridges, the Company shall install and operate a system of signals to insure the safe and efficient operation of cars, such system to be approved by the Commissioner of Bridges. The Company shall submit to the Commissioner of Bridges plans and specifications for the proposed construction upon the bridge, which plans and specifications shall be approved by said Commissioner of Bridges before any part of said construction shall be commenced and the Commissioner of Bridges may require the Company to make such alterations in the bridge structure as are necessary in order to permit of the safe operation of cars thereon without in any way impairing the usefulness of the bridge. In the event of any necessity for changing the layout of tracks, curves, switches, sidings or platforms on the bridge, in order to facilitate operation of cars by the Company, said Company must do all the work and furnish all the labor and tools necessary for effecting such changes, which shall all be made under the control and direction of the Commissioner of Bridges, and no such changes or construction connected therewith, or relating thereto, shall be made unless the plan or plans for the same have been first submitted to the Commissioner of Bridges and approved by him.

Twenty-sixth—Before beginning the operation of cars the Company shall file with the Commissioner of Bridges a statement for his approval and assent as to the type of car which it proposes to operate and a sketch showing clearance dimensions, weight on axles and wheel spacing, or such other information as may be required by said Commissioner. All cars operated over the bridge by the Company and all equipment and appliances relating to such operation shall be subject at all times to the inspection of the Commissioner of Bridges or his authorized representatives, who shall have power to forbid the entrance to the bridge of cars which may for any reason be unsatisfactory, and who shall have power to direct the removal of any old or inadequate appliance and the substitution therefor of appliances of approved character.

Said Commissioner may adopt rules and regulations in regard to the number of cars to be operated over the bridge, the rate of speed of said cars, the movement and headway thereof, the type and weight of cars to be used and the condition thereof, the switching of cars and the use of platforms and the control of the electrical current used by the Company, and the said Commissioner may alter and amend any such rules and regulations so as to secure the safety and comfort of persons using the bridge and preserve the purposes for which the bridge was constructed, and, upon serving notice upon the Company that such rules and regulations have been made, amended or altered, the Company shall comply with all the requirements thereof.

Twenty-seventh—Nothing in this contract shall be deemed to affect in any way the right of the Commissioner of Bridges to make any alterations or changes in the construction, operation or management of the bridge or to affect in any way the control of such Commissioner over such bridge, as provided by the Charter of the City.

Twenty-eighth—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 state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-ninth—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 miles in operation within the limits of the City and the miles of railway 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.

Thirtieth—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 or of the Commissioner of Bridges, 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 railway constructed and in use by vitrue 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.

Thirty-first—If the Company shall fail to give efficient public service at the rates herein fixed, 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 or

of the bridge 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.

Thirty-second—The Company shall assume all liability to persons or property by reason of the construction or operation of the railway 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.

Thirty-third—This grant is upon the express condition that any and all sums of money or any securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City for the faithful performance by the Company of the several franchises so granted, shall likewise form a fund for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board or of the Commissioner of Bridges 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 the rates herein fixed, the repairs of the street and bridge pavement, the repair and maintenance of tracks and equipment upon the bridge and its approaches, and the removal of snow and ice and the quality of construction of the railway 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 (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 hereunder, relating to the headway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters.

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 in writing, pay to the City a sum sufficient to restore said security fund to the original amount, 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 right, remedies or causes of action belonging to the City.

Thirty-fourth—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-fifth—The words "streets or avenues" and "streets and avenues," wherever used in this contract shall be deemed to mean streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement, encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-sixth—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.

Section 3. The grant of this privilege to the Company is likewise subject to the following conditions:

This contract shall not become operative until the Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board of Estimate and Apportionment.

First—An agreement with the Third Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on 125th street, between 1st avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon the failure of the said Third Avenue Railway Company for any reason at any time hereafter to permit the use of its tracks on 125th street, between 1st avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Second—An agreement with the Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on Manhattan street, from 125th street to 12th avenue; on 12th avenue, from Manhattan street to West 129th street, and on West 129th street, from 12th avenue to Manhattan street; by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon the failure of the said Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, for any reason at any time hereafter, to permit the use of its tracks on Manhattan street, between West 125th street and 12th avenue; 12th avenue, between Manhattan street and West 129th street, and West 129th street, between 12th avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Section 4. 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.

Section 5. This grant is also upon the further and express condition that the provisions of article 5, and the other provisions of the Railroad Law pertinent hereto, shall be strictly complied with by the Company.

Section 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

In witness whereaf, 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 Mayor.

[CORPORATE SEAL]
Attest:
City Clerk.

UNION RAILWAY COMPANY OF NEW YORK CITY,
By
President.

[SEAL.]
Attest:
Secretary.

(Here add acknowledgments.)

Resolved, That the results 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 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 of 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 Union Railway Company of New York City, 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, April 17, 1914, in the CITY RECORD and at least twice during the ten (10) days immediately prior to Friday, April 17, 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 Union Railway Company of New York City, 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 applied for by the Union Railway Company of New York City, and fully set forth and described in the foregoing form of proposed contract, or the grant of such franchise or right, and before adopting any resolution authorizing 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, April 17, 1914, at 10.30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

(The New York Tribune and The New York Press designated.)

JOSEPH HAAG, Secretary.
Dated New York, March 6, 1914. m25,a17

PUBLIC NOTICE IS HEREBY GIVEN THAT the public hearing on a 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 on that date continued until January 9, 1914, when it was continued until January 23, 1914, and on that date continued until February 6, 1914, when it was continued until the meeting of February 20, 1914, when it was continued until March 6, 1914, and then continued until March 20, 1914, was continued until the meeting of April 3, 1914, at 10.30 o'clock a. m., in Room 16, City Hall, Borough of Manhattan, at which time and place all persons interested will have an opportunity to appear and be heard.

JOSEPH HAAG, Secretary.
Dated New York, March 20, 1914. m23,a3

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 9, 1914.

FOR FURNISHING AND DELIVERING

1. OFFICE SUPPLIES (Photograph Supplies).

2. OFFICE EQUIPMENT (Stationery, Finger print system and printing office euipment).

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before December 31, 1914.

The amount of the 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 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 each item and the Police Commissioner will award the contract to the lowest bidder on each item for all the articles, materials or supplies specified and contained in the specifications and schedule.

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.

D. I. McKAY, Police Commissioner.
New York, March 27, 1914. m30,a9

☞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.

DOUGLAS I. McKAY, 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.

DOUGLAS I. McKAY, Police Commissioner.

DEPARTMENT OF HEALTH.

Proposals.

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, SOUTHWEST CORNER OF CENTRE AND WALKER STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10.30 o'clock a. m., on

TUESDAY, APRIL 14, 1914.

FOR FURNISHING AND DELIVERING, AS REQUIRED, DRUGS, CHEMICALS, LABORATORY APPARATUS, HOSPITAL AND MISCELLANEOUS SUPPLIES, TO THE VARIOUS LABORATORIES, HOSPITALS, DEPARTMENT BUILDINGS, DISINFECTING STATIONS, ETC., OF THE DEPARTMENT, IN THE SEVERAL BOROUGHS OF THE CITY OF NEW YORK DURING THE YEAR 1914.

The time for the delivery of the supplies and the performance of the contract is during 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. The bid, however, must be accompanied by a deposit of an amount of not less than 1½ per cent. of the amount of the bid.

Bids will be compared and the contract awarded to the lowest bidder for each item.

Samples may be seen and blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

S. S. GOLDWATER, M. D., President; JOSEPH J. O'CONNELL, M. D., DOUGLAS I. McKAY, Board of Health.

Dated March 31, 1914. m31,a14

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SUPREME COURT — FIRST DEPARTMENT.

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 BENEDICT AVENUE, between Storrow street and Olmstead 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 31st day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Bronx on the 31st day of March, 1914, Francis X. McDonough, Esq., was appointed a Commissioner of Estimate and the Commissioner of Assessment in the above entitled proceeding, in the place and stead of George S. Stiebeling, resigned.

Notice is further given that, pursuant to the said order bearing date the 31st day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Bronx on the 31st day of March, 1914, the said Francis X. McDonough, Esq., 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 15th 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 the said proceeding, as to his qualification to act as such Commissioner.

Dated New York, April 3rd, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a3,14

Filing Bill of Costs.

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 SUMMIT PLACE, from Heath avenue to Bailey avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional 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, First Department, at a Special Term thereof, Part I, to be held at the County Court House in the Borough of Manhattan, in The City of New York, on the 16th 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 New York, there to remain for and during the space of ten days, as required by law.

Dated New York, April 3rd, 1914.

C. H. AYRES, E. MORTIMER BOYLE, EDWARD A. SCHILL, Commissioners of Estimate; C. H. AYRES, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a3,14

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 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 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 1529, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 23rd 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 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 1529, 15th floor, Municipal Building, Chambers and Centre streets, in the Borough of Manhattan, in The City of New York, on or before the 23rd 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 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 29th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objctions 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.

ERNEST HALL, Chairman; JAMES W. O'BRIEN, Commissioners of Estimate; ERNEST HALL, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a3,20

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 EAST ONE HUNDRED AND SIXTY-SEVENTH STREET, from WEBSTER AVENUE to CLAY AVENUE, in the Twenty-third 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, Centre and Chambers streets, in the Borough of Manhattan, in The City of New York, on or before the 15th 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 17th day of April, 1914, at 3 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, Centre and Chambers streets, in the Borough of Manhattan, in The City of New York, on or before the 15th 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 20th day of April, 1914, at 3 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 6th day of March, 1913, 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.:

Bounded on the north by a line midway between East One Hundred and Sixty-seventh street and East One Hundred and Sixty-eighth street, as these streets are laid out between Clay avenue and Webster avenue, and by the prolongations of the said line; on the east by the westerly right of way line of the New York and Harlem Railroad; on the south by a line midway between East One Hundred and Sixty-sixth street and East One Hundred and Sixty-seventh street as these streets are laid out between Findlay avenue and Teller avenue, and by the prolongations of the said line, and on the west by a line midway between College avenue and Findlay 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, Room 1529, 15th floor, Municipal Building, Centre and Chambers streets, in the Borough of Manhattan, in said City, there to remain until the 17th 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 22d day of May, 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, February 26th, 1914.

JOHN J. HYNES, Chairman; E. MORTIMER BOYLE, MARTIN C. DYER, Commissioners of Estimate: E. MORTIMER BOYLE, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. m26,a11

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 REVIEW PLACE, from West Two Hundred and Thirty-eighth street to Van Cortlandt Park South; and WEST TWO HUNDRED AND FORTIETH STREET, from Spuyten Duyvil road to Broadway, subject, however, to the Interborough Rapid Transit Company's easement for the maintenance and operation of its elevated railroad structure, constructed in West Two Hundred and Fortieth street, between Spuyten Duyvil road and Broadway, 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, in Room 1557, 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in The City of New York, on or before the 13th 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 15th day of April, 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 in Room 1557, 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in The City of New York, on or before the 13th 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 16th 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 6th day of March, 1913, 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 easterly line of Spuyten Duyvil road midway between its intersection with the northerly line of West Two Hundred and Fortieth street and the point of curve near West Two Hundred and Forty-second street, and running thence eastwardly in a straight line to a point on the westerly line of Broadway, midway between its intersection with the northerly line of West Two Hundred and Fortieth street and the point or curve near West Two Hundred and Forty-second street; thence eastwardly at right angles to Broadway a distance of 175 feet; thence southwardly and parallel with Broadway to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Van Courtlandt Park South, the said distance being measured at right angles to Van Courtlandt Park South; thence eastwardly and parallel with Van Courtlandt Park South to the intersection with a line at right angles to Van Courtlandt Park South and passing through a point on its southerly side where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Review place and the westerly line of Putnam Avenue West as these streets adjoin Van Courtlandt Park South; thence southwardly along the said line at right angles to Van Courtlandt Park South to the intersection with its southerly side; thence southwardly along the said bisecting line to the intersection with a line distant 100 feet easterly from and parallel with the easterly line of Review place, the said distance being measured at right angles to Review place; thence southwardly along the said line parallel with Review place and along the prolongation of the said line to a point distant 100 feet southerly from the southerly line of West Two Hundred and Thirty-eighth street; thence westwardly and parallel with West Two Hundred and Thirty-eighth street to the intersection with the prolongation of a line midway between Broadway and Review place; thence northwardly along the said line midway between Broadway and Review place and along the prolongation of the said line to the intersection with the prolongation of a line midway between West Two Hundred and Thirty-eighth street and West Two Hundred and Fortieth street, as these streets adjoin Broadway on the west; thence westwardly along the said line midway between West Two Hundred and Thirty-eighth and West Two Hundred and Fortieth streets 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 northerly line of West Two Hundred and Thirty-eighth street and the southerly line of West Two Hundred and Fortieth street, as these streets are laid out between Tibbett avenue and the Corlear avenue; thence westwardly along the said bisecting line to the intersection with the easterly line of Spuyten Duyvil road; thence westwardly at right angles to Spuyten Duyvil road to a point distant 100 feet westerly from its westerly side; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Spuyten Duyvil road to the intersection with a line at right angles to Spuyten Duyvil road and passing through the point of beginning; thence eastwardly along the said line at right angles to Spuyten Duyvil road 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, in Room 1529 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in said City, there to remain until the 15th 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 4th 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 10th, 1914.

E. MORTIMER BOYLE, Chairman; CLARENCE C. ROGERS, WM. H. BIRKMIRE, Commissioners of Estimate; E. MORTIMER BOYLE, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. m24,a9

SUPREME COURT—SECOND DEPARTMENT.

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 SECOND STREET, from Howell avenue to Jackson avenue, and THIRD STREET, from Queens boulevard to Woodside avenue, and from Stryker avenue to Jackson avenue, 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 17th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 24th day of March, 1914, Frederick G. DeWitt, Rupert Thomas and Alfred J. Eno, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order Frederick DeWitt, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Frederick G. DeWitt, Rupert Thomas and Alfred J. Eno, 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 15th 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 the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 3rd, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a3,14

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 FOURTH STREET, from Queens boulevard to Jackson avenue; and FIFTH STREET, from Queens boulevard to Woodside avenue, in the Second Ward, Borough of Queens, City of New York, as shown on a map or plan adopted by the Board of Estimate and Apportionment October 17, 1912, and approved by the Mayor October 24, 1912.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 17th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 24th day of March, 1914, William A. Jones, Robert B. Lawrence and Michael Pette, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order William A. Jones, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said William A. Jones, Robert B. Lawrence and Michael Pette, 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 15th 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 the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 3rd, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a3,14

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 SOUTH VILLA (SHERMAN) STREET, from Liberty avenue to Jerome avenue (Broadway), 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 11th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 24th day of March, 1914, William S. Cogswell, Harry I. Huber and John Silvestro, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order William S. Cogswell, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said William S. Cogswell, Harry I. Huber and John Silvestro, 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 15th 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 the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 3rd, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a3,14

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 TOWNS PLACE, from Packard street to Laurel Hill Avenue, 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 18th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Queens on the 24th day of March, 1914, Clarence Edwards, John N. Booth and George W. Plitt, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order Clarence Edwards, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Clarence Edwards, John N. Booth and George W. Plitt, 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 15th 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 the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, April 3, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. a3,14

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, to AN EASEMENT FOR SEWER PURPOSES, BETWEEN KNOX STREET AND BROADWAY, north of Franklin street, in the First Ward, Borough of Richmond, City of New York, which said easement is shown on a map adopted by the Board of Estimate and Apportionment on September 25, 1913.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Sepreme Court of the State of New York, Second Department, bearing date the 13th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Richmond on the 20th day of March, 1914, Frank H. Curry, William A. Shortt and W. W. Whitford, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order Frank H. Curry, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Frank H. Curry, William A. Shortt and W. W. Whitford, Esqrs., will attend at a Special Term for the hearing of motions of the Supreme Court of the State of New York, Second Department, held in and for the County of Kings, at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 7th 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 the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, March 26th, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. m26,a6

Filing Bill of Costs.

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 SHALER STREET, from KOSSUTH PLACE to CORNELIA STREET, and from MADISON STREET to TRAFFIC STREET, in the Second Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional 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 13th 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 supplemental and additional 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.

Dated New York, March 30th, 1914.

JOHN C. MYERS, W. T. WETMORE, JAMES CALLAGHAN, Commissioners of Estimate; JOHN C. MYERS, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m30,a9

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 RIDGE STREET, from BOULEVARD to ACADEMY STREET, in the First Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional 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 13th 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.

Dated New York, March 30th, 1914.

WILLIAM E. STEWART, JACOB SUBZBACH, GEORGE W. POPLE, Commissioners of Estimate; WILLIAM E. STEWART, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m30,a9

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 "CRESCENT" (although not yet named by proper authority), from Hunter avenue to Winthrop avenue, in the First Ward, Borough of Queens, in The City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional 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 for the hearing of motions, at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 9th 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 supplemental and additional 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.

Dated New York, March 26, 1914.

JAS. INGRAM, HARRY T. WEEKS, GEO. J. RYAN, Commissioners of Estimate and Assessment.

WALTER C. SHEPPARD, Clerk. m26,a6

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 SANFORD STREET, from SHERMAN STREET to VERNON AVENUE, in the First Ward, Borough of Queens, 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 in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 20th 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 22nd day of April, 1914, at 3 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, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 20th 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 23rd day of April, 1914, at 3 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 17th day of October, 1912, and that the said 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.:

Beginning at a point on a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Broadway and the northerly line of Sanford street as these streets adjoin Vernon avenue on the west, distant 100 feet northwesterly from the northwesterly line of Vernon avenue, the said distance being measured at right angles to Vernon avenue, and running thence eastwardly along the said bisecting line to the intersection with the centre line of the Boulevard; thence southwardly along the centre line of the Boulevard to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Ridge street and the northerly line of Sanford street; thence eastwardly along the said bisecting line to the intersection with the prolongation of a line midway between Marion street and Sherman street as these streets are laid out at Graham avenue; thence southwardly along the said line midway between Marion street and Sherman street and along the prolongation of the said line to the intersection with the prolongation of a line midway between Graham avenue and Sanford street as these streets are laid out between Hancock street and Hamilton street; thence westwardly along the said line midway between Graham avenue and Sanford street and along the prolongations of the said line to a point distant 100 feet northwesterly from the northwesterly line of Vernon avenue, the said distance being measured at right angles to Vernon avenue; thence generally northeastwardly and always distant 100 feet northwesterly from and parellel with the northwesterly line of Vernon 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, in the Municipal Building, Court House Square, in the Borough of Queens, in said City, there to remain until the 18th 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, 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 22nd day of May, 1914, at the opening of 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 25, 1914.

WILLIAM J. SPALKHAVER, Chairman; HARRY R. GELWICKS, HENRY DOHT, Commissioners of Estimate; WILLIAM J. SPALKHAVER, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m30,a15

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 and premises required for the opening and extending of CYPRESS AVENUE, between Sixteenth street and Broadway, in the Third Ward, Borough of Queens, City of New York, as amended and corrected by an order of the Supreme Court, Second Department, dated December 17, 1912, and entered in the office of the Clerk of the County of Queens on December 19, 1912, so as to relate to CYPRESS AVENUE (California avenue), from Sixteenth street (Dutchess street) to the centre line of Broadway (Jackson avenue), and THIRTIETH STREET (Rattoone street), from Cypress avenue (California avenue) to the centre line of Broadway (Jackson avenue) as now laid out.

The land to be acquired in this proceeding is more particularly bounded and described in the petition thereto attached.

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, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 16th 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 20th 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, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 16th 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 21st 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 amended area of assessment for benefit by the Board of Estimate and Apportionment on the 13th day of June, 1912, and that the said 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.:

Beginning at a point on the easterly line of Sixteenth street (Dutchess street) where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Sanford avenue and the northerly line of Cypress avenue (California avenue) as these streets are laid out adjoining Sixteenth street (Dutchess street) on the east, and running thence eastwardly along the said bisecting line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Sanford avenue and the northerly line of Cypress avenue (California avenue) as these streets are laid out between Twenty-second street (Joslin street) and Twenty-third street (Kendall place); thence eastwardly along the said bisecting line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Broadway (Jackson avenue) and the northerly line of Cypress avenue (California avenue) as these streets are laid out east of Twenty-sixth street (Norwood place); thence eastwardly along the said bisecting line to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Cypress avenue (California avenue), the said distance being measured at right angles to Cypress avenue; thence eastwardly along the said line parallel with Cypress avenue (California avenue) and along the prolongation of the said line to a point distant 100 feet easterly from the easterly line of Thirty-first street (Stiles place); thence southwardly and parallel with Thirty-first street (Stiles place) to the intersection with the prolongation of a line midway between Cypress avenue (California avenue) and Franconia avenue; thence westwardly along the said line midway between Cypress avenue (California avenue) and Franconia avenue and along the prolongation of the said line to the intersection with the easterly line of Sixteenth street (Dutchess street); thence northwardly along the easterly line of Sixteenth street (Dutchess street) 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, in the Municipal Building, Court House Square, in the Borough of Queens, in said City, there to remain until the 20th 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, 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 28th day of May, 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 23rd, 1914.

IRA G. DARRIN, Chairman; FRANK E. LOSEE, Commissioners of Estimate: IRA G. DARRIN, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m27,a13

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 AVENUE M, from West street to Ocean parkway, in the Thirty-first 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, The City of New York, on or before the 7th 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 8th day of April, 1914, at 3.30 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, No. 166 Montague st., in the Borough of Brooklyn, in The City of New York, on or before the 7th 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 9th 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 6th day of May, 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.:

Bounded on the north by a line midway between Avenue L and Avenue M, and by the prolongation of said line; on the east by a line midway between Ocean parkway and East Seventh street; on the south by a line midway between Avenue M and Avenue N, and by the prolongation of said line, and on the west by a line distant 100 feet westerly from and parallel with the westerly line of West Street, and by the prolongation of said line, the said distance being measured at right angles to West 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 17th 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, 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 13th day of May, 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 hereinafter 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 18, 1914.

HENRY S. RASQUIN, EUGENE P. DOANE, Commissioners of Estimate; EUGENE P. DOANE, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. m18,a3

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.